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Book 702, Page 553

THIS SECOND AMENDMENT TO THE SUPPLEMENT TO THE COMMUNITY CHARTER FOR
CALLAWAY RESORT RESIDENTIAL PROPERTIES - LONGLEAF AT CALLAWAY is made this 31
day of August , 2015

BACKGROUND

The Community Charter for Callaway Resort Residential Properties was recorded on December 3, 2003 in the Office of the Clerk of Superior Court of Harris County, Georgia (the "Harris County Records") at Book 702, Page 439, et seq. (as it has been and may be amended and supplemented from time to time, the "Charter"), to establish a governance structure and standards and procedures for the development, administration, maintenance and preservation of residential properties within the Callaway Gardens Resort, a mixed-use, master planned resort community ("Callaway Resort"). The Callaway Residential Owners Association, Inc. (the "Master Association") was created to administer and enforce the Charter and to own, operate, and/or maintain various common areas and community improvements within the "Residential Community" made subject to the Charter.

The real property comprising the Longleaf Service Area ("Longleaf") was developed as part of the Residential Community and made subject to the Charter by that certain Supplement to the Community Charter for Callaway Resort Residential Properties - Longleaf at Callaway, recorded December 3, 2003 in the Harris County Records at Book 702, Page 553, et seq. (as amended and supplemented, the "Longleaf Supplement").

The Longleaf Supplement designated Longleaf as a "Service Area" under the Charter in order for the Master Association to provide specialized services to Longleaf and establishes additional covenants and easements applicable to Longleaf. Pursuant to Article VIII of the Longleaf Supplement, the Longleaf Supplement may be amended by the affirmative vote or written consent of Owners representing at least 67% of the votes assigned to Units within Longleaf, the consent of the Master Association's board of directors ("Master Board"), and, during the Development and Sale Period, the consent of the Founder (as defined in the Charter).

By executing the following Declaration of Covenants, Conditions and Restrictions for Longleaf at Callaway ("Longleaf Declaration"), the President of the Master Association affirms that the Longleaf Declaration has been approved by the affirmative vote or written consent of Owners representing at least 67% of the votes assigned to Units within Longleaf and that the consent of the Board has been obtained. Further, by its execution of the Longleaf Declaration, Cousins/ Callaway, LLC, as the Founder, has consented to the Longleaf Declaration.

NOW, THEREFORE, the Longleaf Supplement is hereby amended, replaced, and superseded in its entirety by and with the following Declaration of Covenants, Conditions and Restrictions for Longleaf at Callaway, which is substituted in place of the Longleaf Supplement except as may be otherwise specifically provided therein.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LONGLEAF AT CALLAWAY

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LONGBLEAF AT CALLAWAY

BACKGROUND

This Declaration of Covenants, Conditions and Restrictions for Longleaf at Callaway (as it may be amended, the "Declaration") establishes a governance structure and a flexible system of standards and procedures for the administration, maintenance, and preservation of the property described in Exhibit "A" attached hereto ("Longleaf"), located within the Callaway Gardens Resort, a mixed-use, master planned resort community in Harris County, Georgia (the "Callaway Resort"). An integral part of the plan for Longleaf is the formation of Longleaf Community Association, Inc. (the "Longleaf Association") to own, operate and/or maintain various common areas and community improvements and to administer and enforce this Declaration and the other documents governing Longleaf referenced in this Declaration.

DECLARATION OF COVENANT

Longleaf shall be subject to the covenants, conditions, easements, and restrictions set forth in this Declaration, which shall apply in addition to the provisions of the Charter and the Community Covenant (as such documents are defined in Sections 1.1 and 1.2). The real property comprising Longleaf shall be held, sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq., (the "Act"), the Community Covenant, the Charter, and this Declaration, as each may be amended from time to time, which shall run with the title to such property and shall be binding upon all persons having any right, title or interest in such property, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Declaration also shall be binding upon the Longleaf Association. Longleaf constitutes a residential property owners' development which hereby submits to the Act, as such act may be amended from time to time.

Article 1

Longleaf Governance Documents

1.1. Supremacy of the Residential Community Governing Documents and Master Association

Longleaf is a residential neighborhood which is within and a part of the Callaway Resort's residential community (the "Residential Community") and is subject to that certain Community Charter for Callaway Resort Residential Properties, recorded on December 3, 2003, in the Office of the Clerk of Superior Court of Harris County, Georgia (the "Harris County Records") at Book 702, Page 439, et seq. (as amended and supplemented from time to time, the "Charter"). In addition to the Charter, the Residential Community is governed by various other "Governing Documents" as described and defined in the Charter. This Declaration is, in all cases, subject and subordinate to the Charter and the other Governing Documents, including all use restrictions, rules, easements, covenants, and conditions set forth therein.

Longleaf was made subject to the Charter by that certain Supplement to the Community Charter for Callaway Resort Residential Properties - Longleaf at Callaway, recorded on December 3, 2003, in the Harris County Records at Book 702, Page 553, et seq., (as amended and supplemented, the "Longleaf Supplement"). Except as may otherwise be specifically set forth herein, this Declaration amends, restates, and replaces the Longleaf Supplement in its entirety.

Callaway Residential Owners Association, Inc. (the "Master Association") was created to administer and enforce the Governing Documents, including the Charter, and to own, operate, and/or maintain

various common areas and community improvements within the Residential Community. The Longleaf Association is a sub-association or "Neighborhood Association" under the Charter and shall have the rights, responsibilities, and obligations of a Neighborhood Association under the Charter. The rights and authority of the Longleaf Association shall be subject and subordinate to that of the Master Association under the Charter.

1.2. Community Covenant

Longleaf is further subject and subordinate to that certain Amended and Restated Community Covenant for Callaway Resort, recorded on March 28, 2008 in the Harris County Records at Book 1024, Page 524, et seq. (as amended and supplemented from time to time, the "Community Covenant"), which is administered by the Callaway Community Council, Inc. (the "Community Council").

1.3. Longleaf Documents

In addition to the Governing Documents and the Community Covenant, Longleaf is administered pursuant to various documents particular to Longleaf that have a legal and binding effect on all owners and occupants of property in Longleaf. Such documents, referred to in this Declaration as the "Longleaf Documents," include this Declaration and the other documents described in Table 1. 1, as they may be amended. All Owners and occupants, as well as their tenants, guests, and invitees, are required to comply with the Longleaf Documents in addition to the Governing Documents.

LONGLEAF GOVERNANCE DOCUMENTS

Declaration: This Declaration of Covenants, Conditions and Restrictions for Longleaf at Callaway, as it may be amended, which creates obligations (recorded) that are binding upon the Longleaf Association and all present and future owners of property in Longleaf

Articles: The Articles of Incorporation of Longleaf Community Association, Inc., as they may be amended, which establish the Longleaf (filed with Secretary of State) Association as a nonprofit corporation under Georgia law

By-Laws: The By-Laws of Longleaf Community Association, Inc. as they may be amended, which govern the Longleaf Association's internal (initially attached to and affairs, such as voting, elections, meetings, etc. recorded with this Declaration as Exhibit B)

Longleaf Rules: The Longleaf Associations rules, adopted pursuant to Article 4, which may regulate use of property, activities, and conduct within (Longleaf Board adopts) Longleaf

Longleaf Board Resolutions: The resolutions which the Longleaf Board adopts to establish rules, policies, and procedures for internal governance and Longleaf (Longleaf Board adopts) Association activities and to regulate the operation and use of property that the Longleaf Association owns or controls

Table 1. 1 Longleaf Documents

1.4. Definitions

The capitalized terms defined in this Declaration and the other Longleaf Documents have the meaning described in the paragraph where they first appear in bold print. An index to defined terms may be found immediately following the Table of Contents to this Declaration. All other terms used in

the Longleaf Documents have their natural, commonly accepted definitions.

1.5. Interpretation of Certain References

Consent or Approval. All references in the Longleaf Documents to "consent" or "approval" shall refer to permission or approval, which unless otherwise expressly qualified in the specific provision, may be granted or withheld in the discretion of the Person whose consent or approval is required.

Discretion and Determination. All references in the Longleaf Documents to "discretion" or to the right to "determine" any matter shall refer to the sole and absolute power or right to decide or act. Unless otherwise expressly limited in the Longleaf Documents or by law, anyone authorized in the Longleaf Documents to exercise its discretion or make a determination may do so without regard to the reasonableness of, and without the necessity of justifying, the decision, determination, action, or inaction.

Longleaf Standard. Where the Longleaf Documents require compliance with the "Longleaf Standard," the standard to be applied is the highest of: (a) the "Community-Wide Standard," as defined in the Charter; (b) the standard of use, conduct, architecture, landscaping, or aesthetic matters generally prevailing in Longleaf; or (c) the minimum standards set forth in the Longleaf Documents. The Longleaf Standard may contain objective elements, such as specific maintenance requirements, and subjective elements, such as matters subject to the discretion of the Longleaf Board. The Longleaf Standard may or may not be set out in writing and may evolve as development progresses and as Longleaf and the Residential Community mature.

Person. References in the Longleaf Documents to a "Person" shall refer to an individual, a corporation, a partnership, a limited liability company, or any other legal entity.

Recording. All references in the Longleaf Documents to a "recorded" legal instrument, or to "recordation" or the "recording" of a legal instrument, shall refer to an instrument filed or the filing of a legal instrument in the Harris County Records, or such other place designated as the official location for filing documents affecting title to real estate in Harris County in order to make them a matter of public record.

1.6. Conflicts

If there are conflicts between any of the Longleaf Documents and Georgia law, Georgia law shall control. If there are conflicts between or among any of the Longleaf Documents, then the Declaration, the Articles, and the By-Laws (in that order) shall control.

If there is a conflict between the Longleaf Documents and the Governing Documents, the Governing Documents shall control; provided, if the provisions of the Longleaf Documents are more restrictive than the provisions of the Charter, the more restrictive provisions control.

If there is a conflict between the Community Covenant and this Declaration, the Community Covenant shall control; provided, such instruments shall be interpreted so as to avoid conflict to the extent possible.

If any court determines that any provision of this Declaration is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications of such provision in other instances.

Article 2 Longleaf Administration

2.1. The Longleaf Association

The Longleaf Association is the entity responsible for administering Longleaf in accordance with the Longleaf Documents and the Act.

On most matters, the Longleaf Association acts through its Board of Directors ("Longleaf Board" or "Board"). However, in some instances the Longleaf Documents or applicable law limit the Longleaf Board's ability to act without the approval of the Longleaf Association's members. Unless the Longleaf Documents or Georgia law specifically provide otherwise, the Longleaf Board may exercise the Longleaf Association's rights and powers without a vote of the membership.

The Longleaf Association may exercise all rights and powers which the Longleaf Documents and Georgia law expressly grant to it, as well as any rights and powers that may reasonably be implied under the Longleaf Documents. It may also take any action reasonably necessary to effectuate any such right or privilege.

2.2. The Longleaf Board

The Longleaf Board is the body responsible for administration, management, and operation of the Longleaf Association. The Longleaf Board is selected as provided in the By-Laws and serves the same role as a board of directors under Georgia corporate law.

The Longleaf Board may institute, defend, settle, or intervene on behalf of the Longleaf Association in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Longleaf Common Area, as defined in Section 2.6, enforcement of the Longleaf Documents, or any other civil claim or action. However, the Longleaf Board has no legal duty to institute litigation or any other proceeding on behalf of or in the name of the Longleaf Association or its members.

In exercising the Longleaf Association's rights and powers, making decisions on the Longleaf Association's behalf (including, without limitation, deciding whether to file a lawsuit or take other legal action under any circumstances) and conducting the Longleaf Association's affairs, Longleaf Board members and the Longleaf Association's officers are required to comply with, and shall be judged by, the standards set forth in the By-Laws.

2.3. The Owners

Each Person that holds record title to a Longleaf Unit, as defined in Section 2.6, is referred to in the Longleaf Documents as an "Owner." However, a Person who holds title merely as security for the performance of an obligation (such as a lender holding a mortgage or similar security instrument) is not considered an "Owner." If a Longleaf Unit is sold under a recorded contract of sale, and the contract specifically so states, the purchaser (rather than the holder of fee simple title) will be considered the Owner. If a Longleaf Unit has more than one Owner, all co-Owners are jointly and severally obligated to perform the responsibilities of the Owner under the Longleaf Documents.

Every Owner has a responsibility to comply with the Longleaf Documents, in addition to the Governing Documents, and uphold the community standards described in Article 4 of this Declaration.

2.4. Mortgagees

If a Longleaf Unit is made subject to a mortgage or other form of security instrument affecting title to a Longleaf Unit ("Mortgage"), then the holder or beneficiary of that Mortgage (Mortgagee") also has an interest in the administration of Longleaf. The Longleaf Documents contain various provisions for the protection of Mortgagees, including those set forth in Article 10.

2.5. The Founder and Founder Affiliates

The "Founder" and "Founder Affiliates" (as such terms are defined in the Charter) hold certain rights under the Charter which are applicable to all of the Residential Community, including Longleaf. In addition, this Declaration creates rights in favor of, and contains various provisions for the protection of, the Founder and Founder Affiliates with respect to the Longleaf Units they own and to the development and sale of the Residential Community generally.

2.6. Designations of Property

Longleaf Units. The homes and home sites within Longleaf are referred to in the Longleaf Documents as "Longleaf Units." A Longleaf Unit is a portion of Longleaf that may be independently owned and conveyed and is zoned or otherwise intended for development, use, and occupancy as a residence for a single family. A Longleaf Unit includes each lot or unit depicted on a recorded subdivision plat. The term "Longleaf Unit" refers to the land that is part of the Longleaf Unit, as well as any structures or other improvements on the Longleaf Unit. Longleaf Units are also "Units" under the Charter.

A parcel of land is considered a single Longleaf Unit until a subdivision plat or survey is recorded subdividing it into more than one Longleaf Unit. The term does not include Longleaf Common Area, as defined below, or property dedicated to the public.

Longleaf Common Area. Any property and facilities that the Longleaf Association owns or in which it otherwise holds possessory or use rights for the common use or benefit of more than one.

Longleaf Unit in Longleaf is referred to as "Longleaf Common Area." The Longleaf Common Area also includes any property that the Longleaf Association holds under a lease and any easements in favor of the Longleaf Association.

Longleaf Maintenance Property. All of the properties and facilities for which the Longleaf Association has responsibility under the Longleaf Documents, or for which the Longleaf Association otherwise agrees to assume responsibility, are collectively referred to in the Longleaf Documents as the "Longleaf Maintenance Property," regardless of who owns them. The Longleaf Maintenance Property includes all of the Longleaf Common Area as well as portions of Longleaf Units, as described in Section 5.3. The Longleaf Maintenance Property may also include Longleaf Units and property dedicated to the public, such as rights-of-way.

Article 3

Longleaf Association Membership and Voting Rights

3.1. Membership

The Longleaf Association has one class of membership, which is comprised of all Owners, including the Founder and Founder Affiliates with respect to any Longleaf Units they own.

In addition to being members of the Master Association, every Owner of a Longleaf Unit is automatically a member of the Longleaf Association. However, there shall be only one Longleaf Association membership per Longleaf Unit. Thus, if a Longleaf Unit has more than one Owner, all co-Owners of the Longleaf Unit shall share the privileges of such membership, subject to reasonable Longleaf Board regulation and the restrictions on voting set forth below and in the By-Laws.

If an Owner is a corporation, a partnership, or other legal entity, its membership rights may be exercised by any officer, director, partner, or trustee, or by an individual the Owner designates from time to time in a writing to the Longleaf Association's Secretary, except that only the individuals residing in the Longleaf Unit shall be entitled to use any Longleaf Common Area recreational facilities available for use by Owners.

If, for any reason, it is determined that an Owner is not a member of the Longleaf Association, such Owner shall remain a member of the Master Association and shall remain subject to all obligations and responsibilities of an Owner under this Declaration, but shall not be entitled to exercise the privileges afforded members of the Longleaf Association.

3.2. Voting

Each Longleaf Unit is assigned one equal vote in the Longleaf Association, subject to the limitations on voting set forth in this Declaration and the other Longleaf Documents. If there is more than one Owner of a Longleaf Unit, the vote for such Longleaf Unit shall be exercised as the co-Owners holding a majority of the ownership interest in the Longleaf Unit determine among themselves. Any co-Owner may cast the vote for the Longleaf Unit and majority agreement shall be conclusively presumed unless another co-Owner of the Longleaf Unit protests promptly to the President or other person presiding over the meeting or the balloting, in the case of a vote taken outside of a meeting. In the absence of majority agreement, the Longleaf Unit's vote shall be suspended if two or more co-Owners seek to exercise it independently.

Article 4 Use and Conduct

4.1. Rulemaking Authority and Procedures

(a) Rulemaking Authority Generally.

The Longleaf Board and the Owners are authorized to adopt rules for Longleaf ("Longleaf Rules") that supplement or are more restrictive than the Master Association's rules, subject to the limitations set forth in Section 43. Longleaf Rules are in addition to and not in lieu of the Master Association's rules and the various use restrictions set forth in or adopted in accordance with the Charter and the other Governing Documents provided for in the Charter.

(b) Longleaf Board Authority.

Subject to the limitations on rulemaking authority in subsection (a), the notice requirements in subsection (c), and the Longleaf Board's duty to exercise judgment and reasonableness on behalf of the Longleaf Association and its members, the Longleaf Board may adopt new Longleaf Rules and modify or rescind existing Longleaf Rules by majority vote of the directors at any Longleaf Board meeting.

(c) Notice.

The Longleaf Board shall send notice to all Longleaf Unit Owners concerning any proposed Longleaf Rule change at least five business days prior to the meeting of the Longleaf Board or the Owners at

which such action is to be considered. At any such meeting, Owners shall have a reasonable opportunity to be heard before the proposed action is put to a vote.

This notice requirement does not apply to administrative and operating policies that the Longleaf Board may adopt relating to the Longleaf Common Areas, such as hours of operation of a recreational facility, regulating the use of private roads, and the method of allocating or reserving use of a facility (if permitted) by particular individuals at particular times, notwithstanding that such policies may be published as part of the Longleaf Rules.

(d) Effective Date. A Longleaf Rules change adopted under this section shall take effect 30 days after the date on which written notice of the Longleaf Rules change is given to the Owners.

(e) Conflicts. No action taken under this section shall have the effect of modifying or repealing the Charter, the Master Association Rules, the Design Guidelines promulgated pursuant to the Charter, or any provision of this Declaration. In the event of a conflict between the Longleaf Rules and any provision of this Declaration, the Declaration shall control. In the event of a conflict between the Longleaf Rules and any of the Governing Documents, the Governing Document shall control.

4.2. Owners' Acknowledgment and Notice to Purchaser.

Each Owner acknowledges and agrees that the use, enjoyment, and marketability of his or her Longleaf Unit may be limited and affected by Longleaf Rules that apply in addition to the Master Association's Rules, and Longleaf Rules may change from time to time. All Longleaf Unit purchasers are hereby notified that the Longleaf Association may have adopted changes to the Longleaf Rules and that such changes may not be set forth in a recorded document. A copy of the current Longleaf Rules and all administrative policies are available from the Longleaf Association upon request. The Longleaf Association may charge a reasonable fee to cover its reproduction cost.

4.3. Protection of Owners and Others

All Longleaf Rules shall comply with the following provisions:

(a) Displays.

No Longleaf Rule shall prohibit an Owner or occupant from displaying political, religious, or holiday symbols and decorations on his or her Unit of the kinds normally displayed in single-family residential neighborhoods, nor shall any Longleaf Rule regulate the content of political signs. However, the Longleaf Association may adopt time, place, and manner restrictions with respect to signs, symbols, and displays visible from outside structures on the Longleaf Unit, including reasonable limitations on size and number.

(b) Household Composition.

No Longleaf Rule shall interfere with an Owner's freedom to determine household composition, except that the Longleaf Association may impose and enforce reasonable occupancy limitations and conditions based on Longleaf Unit size and facilities and its fair share use of the Longleaf Common Area.

(c) Activities Within Dwellings.

No Rule shall interfere with the activities carried on within a dwelling, except that the Association may prohibit activities not normally associated with residential property. It may also restrict or prohibit activities that create monetary costs for the Longleaf Association or other Owners, that create a danger to anyone's health or safety, that generate excessive noise or traffic, that create unsightly conditions visible from outside the dwelling, or that are an unreasonable source of annoyance.

(d) Allocation of Burdens and Benefits.

No Longleaf Rule shall alter the allocation of financial burdens among the various Longleaf Units or rights to use the Longleaf Common Area to the detriment of any Owner over that Owner's objection expressed in writing to the Longleaf Association. Nothing in this provision shall prevent the Longleaf Association from changing the Longleaf Common Area available, from adopting generally applicable rules for use of Longleaf Common Area, or from denying use privileges to those who are delinquent in paying assessments, abuse the Longleaf Common Area, or violate the Longleaf Documents. This provision does not affect the right to increase the amount of assessments as provided in Article 8.

(e) Leasing and Transfer of Units.

No Longleaf Rule shall prohibit leasing or transfer of any Longleaf Unit or require approval prior to leasing or transferring a Longleaf Unit. The Longleaf Rules may also require that Owners use Longleaf Board-approved lease forms (or include specific lease terms), and may impose a reasonable review or administrative fee in connection with the Longleaf Board's review of a lease.

(f) Abridging Existing Rights.

No Longleaf Rule shall require that an Owner dispose of personal property kept in or on a Longleaf Unit in compliance with the Longleaf Rules in effect at the time such personal property was brought onto the Longleaf Unit. This exemption shall apply only during the period of such Owner's ownership of the Longleaf Unit and shall not apply to subsequent Owners who take title to the Longleaf Unit after adoption of the Longleaf Rule.

(g) Reasonable Rights to Develop.

No Longleaf Rule may unreasonably interfere with the Founder's ability to develop, market, and sell property owned by Founder, a Founder Affiliate, or a Builder in the Residential Community.

(h) Interference with Easements.

No Longleaf Rule may unreasonably interfere with the exercise of any easement.

(i) Compliance with the Community Wide Standard.

No Longleaf Rule shall be in contravention of the Community-Wide Standard or be in contravention of the use and operation of Callaway Resort as an environmentally sensitive community consistent with the established land managed standards of Callaway Gardens Resort Inc. ("Resort"), as determined in Resort's reasonable discretion.

4.4. Leasing

Subject to any limitations or conditions set forth in the Charter, the leasing of Longleaf Units is permitted; provided, all leases shall be in writing and shall have a term of at least 30 days.

4.5. Design Review

Design review and approval for Longleaf and the Longleaf Units shall be governed by and in accordance with the terms of the Charter. Unless and until such time as the "Reviewer" under the Charter delegates all or a portion of its reserved rights to the Longleaf Association, the Longleaf Association shall have no jurisdiction over architectural matters.

4.6. Safety and Security Disclosure and Waiver

Each Owner and occupant of a Longleaf Unit, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in Longleaf. The Longleaf Association may, but shall not be obligated to, maintain or support certain activities within Longleaf designed to enhance the level of safety or security that each Person provides for himself and his

property. The Longleaf Association and the Longleaf Board shall not, in any way, be considered insurers or guarantors of safety or security within Longleaf, and they shall not be held liable for any loss or damage by reason of failure to provide adequate security or the ineffectiveness of security measures undertaken.

No representation or warranty is made that any systems or measures, including any mechanism or system for limiting access to any portion of Longleaf, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended.

Each Owner acknowledges, understands, and shall be responsible for informing its tenants and all occupants of its Longleaf Unit that the Longleaf Association, the Longleaf Board and Longleaf Association committees are not insurers or guarantors of security or safety and that each Person within Longleaf assumes all risks of personal injury and loss or damage to property, including Longleaf Units and the contents of Longleaf Units, resulting from acts of third parties.

Article 5

Property Management and Services

5.1. Acceptance and Control of Longleaf Common Area

(a) Transfers to the Longleaf Association.

The Founder and its designees may transfer or convey to the Longleaf Association interests in real or personal property within or for the benefit of Longleaf, and the Longleaf Association shall accept such transfers and conveyances. Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses or other real or personal property interests.

Upon the Founders written request, the Longleaf Association shall reconvey to the Founder or its designee, as applicable, any real property that the Master Association, the Founder or any Founder Affiliate originally conveyed to the Longleaf Association for no payment, to the extent conveyed in error or needed to make minor adjustments in property lines.

(b) Management and Control.

The Longleaf Association is responsible for management, operation and control of the Longleaf Common Area, subject to any covenants set forth in the deed or other instrument transferring the property to the Longleaf Association. The Longleaf Association may enter into leases, licenses or operating agreements with respect to portions of the Longleaf Common Area, for payment or no payment, as the Longleaf Board deems appropriate.

(c) Abandoned Personal Property.

Personal property shall not be kept, or allowed to remain upon any portion of the Longleaf Common Area without prior written permission of the Longleaf Board, unless the Board has expressly permitted such personal property to be temporarily kept on designated portions of the Common Elements. If the Longleaf Board determines that a violation exists, then, not less than two days after written notice is received by certified mail or private carrier, sent by electronic mail, personally delivered, or placed on the personal property and/or on the front door of the property Owner's Longleaf Unit, if known, the Board may remove and either discard or store the personal property in a location which the Board may determine and shall have no obligation to return, replace, or reimburse the Owner of the property. The notice shall include the name and telephone number of the Person that will remove the property and the name and telephone number of a Person to contact regarding the alleged violation.

The Longleaf Board, in its discretion, may determine that an emergency situation exists and may

exercise its removal rights hereunder without prior notice to the property owner; provided, in such case, the Board shall give the property owner, if known, notice of the removal of the property and the location of the property within three days after the property is removed.

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

5.2. Property Maintenance

Except as provided in this section, the maintenance of a Longleaf Unit, including all structures and any landscaping or improvements, shall be the responsibility of the Longleaf Unit Owner. Longleaf Units shall be maintained in a manner consistent with the Longleaf Documents, the Longleaf Standard, and the Governing Documents. Owners may add or modify landscaping or other Improvements on their Longleaf Units only upon approval in accordance with Chapter 5 of the Charter.

The Longleaf Association shall be responsible for performing, or causing to be performed, as a Common Expense (described in Article 8) on behalf of the Longleaf Unit Owners, the following:

- (a) maintenance, repair, and replacement of Longleaf Common Area and such other areas it is required to maintain under Section 6.2 of the Charter;
- (b) weed and ant control on yards of the Longleaf Units; removal of leaf, limb, and other yard debris from yards and those portions of improvements on the Longleaf Unit which are open to the outside and accessible from ground level (e.g., open porches, sidewalks, etc.); replenishment of pine straw; cleaning of pine straw and debris from road drains; repairing of ruts and wash out areas in the yards of the Longleaf Units; and the pruning of trees and shrubs on the Longleaf Units installed as part of the initial construction on the Longleaf Units, or installed by or on behalf of the Longleaf Unit Owner upon approval in accordance with Chapter 5 of the Charter (subject to such conditions or requirements as are imposed in connection with such approval), provided that the Longleaf Association shall not be responsible for pruning any portions of trees and shrubs on the Longleaf Units that are taller than the first-story eave of the residence on the Lot; and
- (c) operation, maintenance, repair, and replacement, as necessary, of any irrigation equipment (including, without limitation, any sprinklers, pumps, wells, water lines and time clocks, wherever located) serving the Longleaf Units, except that the Longleaf Association shall have no responsibility for any sprinklers or other irrigation equipment installed by the Owner or occupant of any Longleaf Unit.

The Longleaf Association may maintain other property it does not own, including Longleaf Units or property dedicated to the public, if the Longleaf Board determines that such maintenance is necessary or desirable to maintain the Longleaf Standard. The Longleaf Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property it does not own except to the extent that it has been negligent in performing its maintenance responsibilities.

All maintenance, repairs, and replacement within Longleaf shall be performed in a manner and on a schedule consistent with the Longleaf Documents, the Longleaf Standard, and the Governing Documents.

5.3. Provision of Services to Longleaf Units

In addition to services the Community Council and/or the Master Association provides, the Longleaf Association may arrange for or provide services to Owners and their Longleaf Units, directly or through contracts with the Founder or other third parties. The Longleaf Association may enter into bulk service agreements by which a particular service is provided to all Longleaf Units, or it may offer various services at the option of each Owner, or both. By way of example and not limitation, such services might include such things as security, trash collection, landscape maintenance, pest control, and caretaker services.

Any Longleaf Association contract for services may require individual Owners or occupants to execute separate agreements directly with the Persons providing components or services in order to gain access to or obtain specified services. Such contracts and agreements may contain terms and conditions that, if violated by the Owner or occupant of a Longleaf Unit, may result in termination of services provided to such Longleaf Unit. Any such termination shall not relieve the Owner of the continuing obligation to pay assessments for any portion of the charges for such service that are assessed against the Longleaf Unit as a Common Expense pursuant to Article 8.

In its discretion, the Longleaf Board may discontinue offering particular services and may modify or cancel existing contracts for services, subject to the contract terms and any provision that may exist elsewhere in the Longleaf Documents requiring the Longleaf Association to provide such services. In any contracts or agreements with third parties for the provision of services within Longleaf, the Longleaf Association may assign to the service provider the right to bill Owners directly and to pursue all legal or equitable remedies otherwise available to the Longleaf Association in the collection of such bills.

To ensure consistency in scheduling and compliance with the Longleaf Standard, the Longleaf Board, in its discretion, may designate particular service providers (e.g., trash collection, recycling, etc.) to be used by all Longleaf Unit Owners. In such case, the relationship between the service provider and the Owner may be direct and the expense of such service may be borne by the Longleaf Unit Owner (i.e., it would not be assessed through the Longleaf Association).

5.4. Relationships with Other Properties

The Longleaf Association may contract with Master Association or the owner of any neighboring property to provide for sharing of costs associated with (a) maintenance and operation of mutually beneficial properties or facilities, or (b) provision of mutually beneficial services.

5.5. Discontinuation of Operation

The Longleaf Association shall maintain the Longleaf Common Area facilities in continuous operation unless Owners entitled to cast at least 75% of the total votes in the Longleaf Association consent in writing to discontinue such operation.

This section shall not apply to restrict the Longleaf Board's ability to establish reasonable operating hours, which may vary by season, or to preclude temporary closures or interruptions in operation as the Longleaf Board may determine appropriate to perform maintenance or repairs.

5.6. Restoring Damaged Improvements

In the event of damage to or destruction of portions of the Longleaf Common Area, the Longleaf Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially its condition prior to the damage, allowing for changes or improvements necessitated by changes in applicable

building codes.

The Longleaf Association shall repair or reconstruct damaged Longleaf Common Area improvements unless Owners entitled to cast at least 75% of the total votes in the Longleaf Association decide within 60 days after the loss not to repair or reconstruct. If either the insurance proceeds or estimates of the loss, or both, are not available to the Longleaf Association within such 60-day period, then the period shall be extended until such funds or information are available. No Mortgagee shall have the right to participate in determining whether the damage or destruction to the Longleaf Common Area shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Longleaf Association in a neat and attractive condition consistent with the Longleaf Standard.

The Longleaf Association shall retain and place in a capital improvements account for the benefit of all Longleaf Unit Owners any insurance proceeds remaining after paying the costs of repair or reconstruction or after such settlement as is necessary and appropriate. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Longleaf Unit.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Longleaf Board may, without a vote of the Longleaf Owners, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 7.4.

5.7. Condemnation

If any part of the Longleaf Common Area is taken by any authority having the power of condemnation or eminent domain, or conveyed by the Longleaf Association in lieu of and under threat of condemnation with such approval as may be required under Section 5.9, each Longleaf Unit Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Longleaf Association.

If the taking or conveyance involves a portion of the Longleaf Common Area on which improvements have been constructed, the Longleaf Association shall restore or replace such improvements on the remaining land included in the Longleaf Common Area to the extent available, unless within 60 days after such taking, Owners representing at least 75% of the total votes in the Longleaf Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Longleaf Board. The provisions of Section 5.6 regarding funds for restoring improvements shall apply.

If the taking or conveyance does not involve any improvements on the Longleaf Common Area, if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be treated in the same manner as proceeds from the sale of Longleaf Common Area under Section 5.9.

5.8. Partition

Except as permitted in this Declaration, the Longleaf Common Area shall remain undivided, and no Person shall bring any action to partition any portion of the Longleaf Common Area without the written consent of all Owners and Mortgagees of Longleaf Units. This section shall not prohibit the Longleaf Board from acquiring and disposing of tangible personal property or from acquiring and

disposing of real property that may or may not be subject to this Declaration, with such approval as may be required under Section 5.9.

5.9. Transfer or Dedication of Longleaf Common Area

The Longleaf Association may dedicate portions of the Longleaf Common Area to Harris County, the City of Pine Mountain, or to any other local, state, or federal governmental or quasi-governmental entity, may subject Longleaf Common Area to a security interest, or may transfer or convey Longleaf Common Area with the approval of Owners representing at least 75% of the total votes in the Longleaf Association and the Resort.

The proceeds from the sale or mortgaging of Longleaf Common Area shall be an asset of the Longleaf Association to be used as the Longleaf Board determines. No conveyance or encumbrance of Longleaf Common Area may deprive any Longleaf Unit of rights of access or support.

Article 6

Compliance and Enforcement

6.1. Compliance

Every Owner, occupant, and visitor to a Longleaf Unit must comply with the Governing Documents and the Longleaf Documents and shall be subject to sanctions for violations as described in this Article. Each Owner shall be responsible for, and may be sanctioned by the Longleaf Association for, all violations of the Longleaf Documents and of the Initial Rules attached as Exhibit "C" to the Charter, as they may be amended, by the occupants, tenants, guests, or invitees to their Longleaf Units and for any damage to the Longleaf Common Area that such Persons may cause.

6.2. Remedies for NonCompliance

The Longleaf Association, the Master Association, the Community Council, and every affected Owner shall have the right to file suit at law or in equity to enforce the Longleaf Documents. In addition, the Longleaf Board may impose sanctions for violation of the Longleaf Documents, including those sanctions listed below and any others described elsewhere in the Longleaf Documents.

(a) Sanctions Requiring Prior Notice and Hearing.

After written notice and an opportunity for a hearing in accordance with the By-Laws, the Longleaf Board may:

- (i) impose reasonable monetary fines, which shall constitute a lien upon the violator's Longleaf Unit. In the event that any occupant, tenant, guest, or invitee of a Longleaf Unit violates the Longleaf Documents and a fine is imposed, the fine may, but need not, first be assessed against the violator; provided, if the fine is not paid by the violator within the time period set by the Longleaf Board, the Owner shall pay the fine upon notice from the Longleaf Board);
- (ii) suspend an Owner's right to vote (except that no notice or hearing here under is required if the Owner is more than 60 days delinquent in paying any Annual, Special, or Specific Assessment, in which case suspension shall be automatic);
- (iii) suspend any Person's right to use any Longleaf Common Area facilities or a period not to exceed 30 days for a single violation or for a longer period in the case of any continuing violation (except that no notice or hearing is required if the Owner is more than 60 days delinquent in paying any assessment or other charge owed the Longleaf Association, in which case suspension shall be automatic); provided, nothing herein shall authorize the Longleaf Board to limit ingress or egress to or from a Longleaf Unit;
- (iv) suspend services the Longleaf Association provides (except that no hearing is required if the

Owner is more than 60 days delinquent in paying any assessment or other charge owed to the Longleaf Association);

(v) exercise self-help or take action to abate any violation of the Longleaf Documents in a non-emergency situation (including removing personal property that violates the Longleaf Documents);

(vi) enter upon a Longleaf Unit and exercise self-help to remove or cure a violating condition if an Owner fails to take action as required pursuant to subsection (b)(iii) below within 10 days after receipt of written notice to do so, and any such entry shall not be deemed a trespass;

(vii) levy Specific Assessments to cover costs the Longleaf Association incurs in bringing a Longleaf Unit into compliance with the Longleaf Standard or other requirements under the Longleaf Documents; and

(viii) record a notice of violation with respect to any Longleaf Unit on which a violation exists.

(b) Other Sanctions.

The Longleaf Board may take the following actions to obtain compliance with the Longleaf Documents without prior notice or a hearing:

(i) exercise self-help or take action to abate a violation on a Longleaf Unit in any situation that requires prompt action to avoid potential injury or damage or unreasonable inconvenience to other persons or their property (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations);

(ii) exercise self-help or take action to abate a violation on the Longleaf Common Area under any circumstances;

(iii) require an Owner, at his or her own expense, to perform maintenance or to remove any structure or improvement on such Owner's Longleaf Unit that is in violation of the Longleaf Standard or other requirements under the Longleaf Documents and to restore the property to its previous condition; and

(iv) bring suit at law for monetary damages or in equity to stop or prevent any violation, or both.

6.3. Longleaf Board Decision to Pursue Enforcement Action

The decision to pursue enforcement action in any particular case shall be left to the Longleaf Board's discretion, except that the Longleaf Board shall not be arbitrary or capricious in taking enforcement action. For example, the Longleaf Board may determine that, in a particular case:

(a) the Longleaf Association's position is not strong enough to justify taking any or further action;

(b) the covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;

(c) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Longleaf Association's resources; or

(d) that it is not in the Longleaf Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

A decision not to enforce a particular provision shall not prevent the Longleaf Association from enforcing the same provision at a later time or prevent the enforcement of any other covenant, restriction, or rule.

Nothing herein shall be construed to affect the rights of an aggrieved Owner or an occupant of a Longleaf Unit to proceed individually against a violator for relief from interference with his or her property or personal rights, and the Longleaf Board may, in its discretion, require aggrieved individuals to seek redress personally for interference with their personal property rights before the

Longleaf Association intervenes and commences enforcement action hereunder. No claim for any loss, damage, or otherwise shall exist by an aggrieved Owner or occupant against the Longleaf Association for failure to enforce the provisions of the Longleaf Documents.

6.4. Attorneys Fees and Costs

In any action to enforce the Longleaf Documents, if the Longleaf Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action.

6.5. Enforcement of Ordinances

The Longleaf Association, by contract or other agreement, may enforce applicable city and county ordinances. In addition, Harris County or the City of Pine Mountain may enforce ordinances within Longleaf where applicable.

Article 7

Longleaf Association Insurance

7.1. Required Coverages

The Longleaf Association shall obtain and maintain in effect the following insurance coverage, if reasonably available, or if not reasonably available, the most nearly equivalent coverage as is reasonably available:

- (a) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on:
 - (i) the Longleaf Common Area; and
 - (ii) other portions of the Longleaf Maintenance Property, to the extent that the Longleaf Association has responsibility for repair or replacement in the event of a casualty.

If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. The limits of Longleaf Association property insurance policies shall be sufficient to cover the full replacement cost of the insured improvements under current building ordinances and codes.

- (b) Commercial general liability insurance on the Longleaf Maintenance Property, insuring the Longleaf Association and its members for damage or injury caused by the negligence of the Longleaf Association or any of its members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage shall have a limit of at least \$2,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage. Such coverage may be provided through a combination of primary and umbrella policies. However, if additional coverage and higher limits are available at reasonable cost that a reasonably prudent person would obtain, the Longleaf Association shall obtain such additional coverages or limits;

- (c) Workers compensation insurance and employers liability insurance, if and to the extent required by law;

- (d) Directors and officers liability coverage; and

- (e) Commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Longleaf Association funds in an amount determined in the Longleaf Board's business judgment but not less than an amount equal to one-fourth of the Annual Assessments on all Longleaf Units plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation.

The Longleaf Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the Harris County area. In the exercise of its business judgment, the Longleaf Board may obtain additional insurance coverage and higher limits than this section requires.

7.2. Deductibles

The Longleaf Association's policies may contain a reasonable deductible, which shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.1. In the event of an insured loss, the deductible shall be treated as a Common Expense. However, if the Longleaf Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Longleaf Board may assess the full amount of such deductible against such Owner(s) and their Longleaf Units as a Specific Assessment,

7.3. Policy Requirements

All Longleaf Association policies shall provide for a certificate of insurance to be furnished to the Longleaf Association and, upon request, to each Owner. To the extent available at reasonable cost and terms, all Longleaf Association insurance shall:

- (a) be written with a company authorized to do business in Georgia that satisfies the requirements of the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), or such other secondary mortgage market agencies or federal agencies as the Longleaf Board deems appropriate;
- (b) be written in the name of the Longleaf Association as trustee for the benefited parties. All policies shall be for the benefit of the Longleaf Association and its member
- (c) not be brought into contribution with insurance by Owners, occupants, or their Mortgagees individually
- (d) contain an inflation guard endorsement
- (e) include an agreed amount endorsement, if the policy contains a co-insurance clause;
- (f) provide that each Owner is an insured person with respect to liability arising out of such Owner's status as a member of the Longleaf Association;
- (g) provide a waiver of subrogation against any Owner or household member of an Owner; and
- (h) include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any act or omission of one or more Owners, unless acting on the Longleaf Association's behalf within the scope of their authority, or on account of any curable defect or violation, without prior written demand to the Longleaf Association and allowance of a reasonable time to cure the defect or violation. In addition, the Longleaf Board shall use reasonable efforts to secure insurance policies that list Resort, the Ida Cason Callaway Foundation (the "Foundation"), the Master Association, and the Owners as additional insureds and provide:
 - (i) a waiver of subrogation as to any claims against the Longleaf Association's directors, officers, employees, and manager;
 - (ii) a waiver of the insurer's right to repair and reconstruct instead of paying cash;
 - (iii) an endorsement excluding Owners' individual policies from consideration under any "other

insurance" clause;

(iv) an endorsement requiring at least 30 days' prior written notice to the Longleaf Association of any cancellation, substantial modification, or non-renewal;

(v) a cross liability provision; and

(vi) a provision vesting in the Longleaf Board exclusive authority to adjust losses. However, Mortgagees having an interest in such losses may not be precluded from participating in the settlement negotiations, if any, related to the loss.

7.4. Insurance Premiums

Premiums for all Longleaf Association insurance shall be a Common Expense, unless the Longleaf Board reasonably determines that other treatment of the premiums is more appropriate.

7.5. Owners' Insurance

By virtue of taking title to a Longleaf Unit, each Owner covenants and agrees with all other Owners and with the Longleaf Association to carry property insurance for the full replacement cost of all insurable improvements on his or her Longleaf Unit, less a reasonable deductible.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his or her Longleaf Unit, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Section 4.5. Alternatively, the Owner shall clear the Longleaf Unit of all debris and ruins and maintain the Longleaf Unit in a neat and attractive, landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs which are not covered by insurance proceeds.

Article 8

Longleaf Association Finances

8.1. Common Expenses

Except as the Longleaf Documents otherwise specifically provide, all of the expenses that the Longleaf Association incurs, or expects to incur, in connection with the maintenance, operation, insurance, and repair of the Longleaf Maintenance Property and otherwise for the general benefit of the Owners are considered "Common Expenses." Common Expenses include such operating reserves and reserves for repair and replacement of capital items within the Longleaf Maintenance Property as the Longleaf Board finds necessary or appropriate.

The characterization of a particular expense as a "Common Expense" shall not preclude the Longleaf Association from seeking reimbursement for, or a contribution toward, such expenses from other Persons who may be responsible for the expenses incurred or for sharing such expenses pursuant to this Declaration or any other recorded covenants or agreements.

8.2. Budgeting for and Allocating Longleaf Association Expenses

(a) Preparation of Budget.

Prior to the beginning of each fiscal year, the Longleaf Board shall prepare a budget of the estimated Common Expenses for the coming year. The estimated expenses in the budget shall include, in addition to any operating reserves, a reasonable contribution to a reserve fund for repair and replacement of any capital items to be maintained as a Common Expense. In determining the amount of such reserve contribution, the Longleaf Board shall take into account the number and nature of replaceable assets, the expected useful life of each, the expected repair or replacement

cost, and the contribution required to fund the projected needs by annual contributions over the useful life of the asset.

The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Longleaf Units (including amounts to which the Longleaf Association is entitled pursuant to any covenant or agreement to share costs), and the amount to be generated through the levy of Annual Assessments pursuant to subsection (b).

(b) Calculation of Annual Assessments.

Except as otherwise specifically provided in this Declaration, the total budgeted Common Expenses, less any surplus in the Common Expense budget from prior years and any income anticipated from sources other than assessments against the Longleaf Units, shall be allocated equally among all Longleaf Units subject to assessment under Section 8.6 and levied as an "Annual Assessment."

(c) Notice of Budget and Assessment; Right to Disapprove. The Longleaf Board shall send a copy of the budget, together with notice of the amount of the Annual Assessment to be levied pursuant to such budget, to each Owner at least 30 days prior to the due date of such Annual Assessment. The budget shall automatically become effective unless disapproved at a Longleaf Association meeting by Owners casting at least 75% of the total eligible votes in the Longleaf Association.

There shall be no obligation to call a meeting for the purpose of considering any budget except on petition of the Owners as provided for special meetings in the By-Laws. Any such petition must be presented to the Longleaf Board within 10 days after delivery of the budget and notice of any assessment.

If any proposed budget is disapproved or the Longleaf Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

d) Budget Revisions. The Longleaf Board may revise the budget and adjust the Annual Assessment anytime during the year, subject to the same notice requirements and rights to disapprove set forth in subsection (c) above.

8.3. Special Assessments

The Longleaf Association may levy "Special Assessments" to cover Common Expenses that are non-routine, unanticipated, or in excess of those anticipated in the applicable budget.

Except as otherwise specifically provided in this Declaration, a Special Assessment the amount of which (taking into account all Special Assessments levied or to be levied in the same fiscal year) is less than the total Annual Assessment for the same fiscal year shall automatically become effective unless disapproved at a Longleaf Association meeting by Owners casting at least 50% of the total eligible votes in the Longleaf Association. There shall be no obligation to call a meeting for the purpose of considering any such Special Assessment except on petition of the Owners as provided for special meetings in the By-Laws. Any such petition must be presented to the Longleaf Board within 10 days after delivery of the budget and notice of any assessment.

Except as otherwise specifically provided in this Declaration, a Special Assessment the amount of which (taking into account all Special Assessments levied or to be levied in the same fiscal year) is greater than the total Annual Assessment for the same fiscal year shall require the affirmative vote or written consent of Owners casting more than 50% of the total votes cast in consideration of the Special Assessment.

Special Assessments shall be allocated equally among all Longleaf Units subject to assessment under Section 8.6.

Special Assessments shall be payable in such manner and at such times as the Longleaf Board determines and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

8.4. Specific Assessments

The Longleaf Association may levy "Specific Assessments" against a particular Longleaf Unit pursuant to Section 44-3-225(a) of the Act as, in its discretion, it shall deem appropriate, including for the following purposes:

(a) to cover the costs, including overhead and administrative costs, of providing services to the Longleaf Unit upon request of the Owner pursuant to any menu of optional services which the Longleaf Association may offer (which might include the items identified in Section 5.3). Specific Assessments for optional services may be levied in advance of the provision of the requested service;

(b) to cover costs incurred in bringing the Longleaf Unit into compliance with the Longleaf Documents or costs incurred as a consequence of the conduct of the Owner or occupants of the Longleaf Unit, their agents, contractors, employees, licensees, invitees, or guests; however, the Longleaf Board shall give the Longleaf Unit Owner prior written notice and an opportunity for a hearing in accordance with the By-Laws, before levying any Specific Assessment under this subsection (b); and

(c) reasonable fines.

8.5. Council Assessment

Except as provided herein, each Longleaf Unit is obligated to pay an annual assessment (a "Council Assessment") to the Community Council in accordance with the Community Covenant.

Notwithstanding the foregoing and anything to the contrary in the Community Covenant, for any Owner who acquired title to a Longleaf Unit prior to October 16, 2009, and for so long as such Owner continues to hold title to such Longleaf Unit, the Council Assessment for such Longleaf Unit shall not exceed the amount permitted for such Owners by the Longleaf Supplement as originally recorded and, for purposes of calculating the Council Assessment for such Owners, Section 5.7 of the Longleaf Supplement, as originally recorded, shall continue to apply.

8.6. Authority to Assess Owners; Time of Payment

The Longleaf Association is hereby authorized to levy assessments as provided for in this Article and elsewhere in the Longleaf Documents. The obligation to pay assessments shall commence as to each Longleaf Unit on the date: (a) the Longleaf Unit is made subject to this Declaration; or (b) the Longleaf Board determines a budget and levies assessments pursuant to this section, whichever is later. The first Annual Assessment levied on each Longleaf Unit shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Longleaf Unit.

Assessments shall be paid in such manner and on such dates as the Longleaf Board may establish.

The Longleaf Board may require advance payment of assessments at closing of the transfer of title to a Longleaf Unit and impose special requirements for Owners with a history of delinquent payment. If the Longleaf Board so elects, assessments may be paid in two or more installments. Unless the Longleaf Board otherwise provides, the Annual Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Longleaf Unit, the Longleaf Board may require the outstanding balance on all assessments to be paid in full immediately.

8.7. Obligation for Assessments; Enforcement

(a) Personal Obligation. Each Owner covenants and agrees to pay all assessments authorized in the Longleaf Documents. All assessments, together with interest (computed from its due date at a rate of 10% per annum or such higher rate as may be authorized by the Act), late charges equal to the greater of \$10.00 or 10% of the amount not paid, or such higher amounts as may be authorized by the Act, costs, and reasonable attorneys fees actually incurred shall be the personal obligation of each Owner and a lien upon each Longleaf Unit until paid in full. Upon a transfer of title to a Longleaf Unit, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

The Longleaf Board's failure to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Annual Assessments at the rate established for the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Longleaf Association may retroactively assess any shortfall.

No Owner may exempt himself or herself from liability for assessments by non-use of Longleaf Common Area, abandonment of his or her Longleaf Unit, or non-use of services provided to all Longleaf Units. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Longleaf Association or Longleaf Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

Upon written request, the Longleaf Association shall furnish to any Owner liable for any type of assessment a certificate signed by a Longleaf Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Longleaf Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

(b) Obligations of the Founder and Founder Affiliates for Assessments. The obligation to pay Annual Assessments on Longleaf Units the Founder, a Founder Affiliate, or a Builder (as defined in the Charter) owns shall, upon written request to the Longleaf Association, be satisfied by the payment of any reserve contribution portion of the Annual Assessment assessed against such Longleaf Units and the Founder, Founder Affiliates, and Builders shall not be obligated to pay any Special Assessments levied in accordance with Section 8.3; provided, notwithstanding anything to the contrary provided here-in, upon the governing authority's issuance of a certificate of occupancy for a residence on a Unit owned by the Founder, Founder Affiliate, or a Builder who has requested an exemption from assessments hereunder, the Founder, Founder Affiliate, or Builder owner of such Unit shall become liable for the payment of Annual and Special Assessments on the Unit to the same extent as any other Owner hereunder. All voting rights associated with a Unit shall be suspended for any time period during which the Owner of the Unit is exempted from paying

assessments on the Unit under this Section 8.7(b).

(c) Existence of Lien. The Longleaf Association shall have a lien against each Longleaf Unit to secure payment of assessments, as well as interest, late charges (subject to the limitations of Georgia law), and costs of collection (including attorneys fees and expenses). Subject to the Community Covenant and the Charter, such lien shall have the priority set forth in the Act.

(d) Enforcement of Lien and/or Personal

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

If any assessment or charge, or any part or installment thereof, is not paid in full within 15 days of the due date, or such later date as may be provided by the Longleaf Board:

- (i) a late charge equal to the greater of \$10.00 or 10% of the amount not paid, or such higher amount as authorized by the Act, may be imposed without further notice or warning to the delinquent Owner;
- (ii) interest at the rate of 10% per annum, or such higher rate as may be authorized by the Act, shall accrue from the due date;
- (iii) the Longleaf Board may accelerate and declare immediately due any unpaid installments of that Owner's assessments and charges. Upon acceleration, the Owner shall lose the privilege of paying such assessments and charges in installments, unless the Board otherwise reinstates such privilege in writing. If the Longleaf Association has pending legal action against an Owner for unpaid assessments or charges, then no notice shall be required to accelerate unpaid installments of any annual or special assessments that come due during any fiscal year after such legal action commences, until all amounts owed are paid in full or the Board otherwise reinstates such privilege in writing; and
- (iv) the Longleaf Association may bring legal action to collect all sums owed under this Declaration and Georgia law and/or foreclose on its lien.

If assessments or other charges, or any part thereof, remain unpaid more than 60 days after the due date, the Owner's right to vote and use the Longleaf Common Area are suspended automatically until all amounts owed are paid in full or the Longleaf Board otherwise reinstates such rights in writing; provided, however, the Board may not deny ingress or egress to or from a Longleaf Unit.

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

The Longleaf Association may bid for the Longleaf Unit at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Longleaf Unit. While a Longleaf Unit is owned by the Longleaf Association following foreclosure:

- (i) no right to vote shall be exercised on its behalf;
- (ii) no assessment shall be levied on it; and
- (iii) each other Longleaf Unit shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Longleaf Unit had it not been acquired by the Longleaf Association. The Longleaf Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same, in addition to pursuing any and all remedies allowed by law to enforce the lien.

(e) Effect of Sale or Transfer.

Sale or transfer of any Longleaf Unit shall not affect the assessment lien or relieve such Longleaf Unit from the lien for any subsequent assessments. However, the sale or transfer of any Longleaf Unit pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to the Mortgagee's foreclosure. The subsequent Owner of the foreclosed Longleaf Unit shall not be personally liable for assessments on such Longleaf Unit due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Longleaf Units subject to assessment, including such acquirer, its successors and assigns.

8.8. Exempt Property

The following property shall be exempt from payment of Annual Assessments and Special Assessments:

- (a) All Longleaf Common Area and such portions of the property owned by the Founder as are included in the Longleaf Maintenance Property other than Longleaf Units;
- (b) Any property dedicated to and accepted by any governmental authority or public utility; and
- (c) Property owned by the Master Association or the Community Council, other than Longleaf Units.

In addition, the Longleaf Association shall have the right, but not the obligation, to grant exemptions to schools, houses of worship, police or fire stations (or other similar public service uses).

8.9. Use and Consumption Fees

The Longleaf Association may offer services or facilities for which it does not recover its costs through assessments under this Article. The Longleaf Board may charge use and consumption fees to any Person who chooses to use or participate in such services or facilities and may determine the amount and method of determining such fees. Different fees may be charged to different classes of users (e.g., Owners and non- Owners)

8.10. Callaway Club Membership Fee; Gardens Contribution

In accordance with the Community Covenant, except as may otherwise be provided, the Owner of each Longleaf Unit shall be obligated to pay an annual "Membership Fee" to the Resort as consideration for membership in the "Callaway Club" and an annual "Gardens Contribution" to the Foundation (as such terms are defined in the Community Covenant).

Notwithstanding anything in the Community Covenant to the contrary, any Owner who acquired title to a Longleaf Unit prior to October 16, 2009 shall not be required to pay the Membership Fee or the Gardens Contribution and shall not be required to be a member of the Callaway Club for so long as he or she continues to own the same Longleaf Unit; provided, if such Owner chooses to become a member of the Callaway Club, the obligation to pay the Membership Fee, along with the other provisions in Section 3.9 of the Community Covenant shall apply to such Owner and the Owner's Longleaf Unit from and after the date of acquisition of such membership and until such Owner provides written notice to the Callaway Club of its intention to discontinue its membership.

Any Person acquiring title to a Longleaf Unit on or after October 16, 2009 shall be a member of the Callaway Club and shall be obligated to pay the Membership Fee and Gardens Contribution as provided in Sections 3.9 and 3.10 of the Community Covenant.

8.11. Master Association and Community Council Assessments

Assessments levied by the Longleaf Association under this Article are in addition to and not in lieu of assessments levied by the Master Association under the Charter and the Council Assessment levied by the Community Council under the Community Covenant. Such assessments may continue to be levied directly against the Longleaf Units in the manner provided in or permitted under the Charter or the Community Covenant, respectively.

Alternatively, and notwithstanding the obligation of each Owner to pay assessments and other charges to the Community Council and the Master Association, the Longleaf Board, on behalf of the Longleaf Association, may, by written agreement with the Community Council and/or the Master Association, assume responsibility for collection of the Community Council and/or the Master Association assessments allocated to Longleaf Units. In such case, the Community Council and/or the Master Association will send notices of assessments allocated to Longleaf Units directly to the Longleaf Association, and the Longleaf Association shall provide for collection of such assessments by including such amounts in its Common Expense budget to be assessed against all Owners of Longleaf Units as a part of the Annual Assessment.

The Longleaf Association shall be obligated to pay to the Community Council and/or the Master Association, as applicable, all such assessments and other charges collected from the Owners of Longleaf Units for the Community Council and/or the Master Association. In the event that Longleaf Association receives a partial payment on assessments owed by a Longleaf Unit without specification as to the manner in which it is to be applied, the partial payment shall be paid to the Longleaf Association, Community Council and/or the Master Association in proportion to the amounts owed to each on such Longleaf Unit.

In addition, the Longleaf Association shall include in its assessment lien all amounts due and unpaid to the Community Council and the Master Association. As to amounts collected by the Longleaf Association on behalf of the Community Council and/or the Master Association, the Community Council or the Master Association, as applicable, may enforce by suit at law the Longleaf Association's obligation to pay such collected amounts to the Community Council or the Master Association.

Notwithstanding the Longleaf Association's assumption of the obligation to collect assessments owed to the Community Council and/or the Master Association under this Section, the Community Council and/or the Master Association shall have enforcement rights against each Owner of a Longleaf Unit, including a lien against each such Longleaf Unit for assessments as provided in the Community Covenant and the Charter, respectively; provided, payment to the Longleaf Association of amounts due shall constitute a defense to any enforcement action by the Community Council and/or the Master Association against an Owner or his or her Longleaf Unit.

Article 9 Easements

9.1. Easements in Longleaf Common Area

Each Owner is hereby granted a nonexclusive right and easement of use, access, and enjoyment in and to the Longleaf Common Area, subject to:

- (a) The Longleaf Documents, the Governing Documents, and any other applicable covenants;
- (b) Any restrictions or limitations contained in any deed conveying such property to the Longleaf Association; and
- (c) The Longleaf Board's right to:

- (i) adopt rules regulating Longleaf Common Area use and enjoyment, including rules limiting the number of guests who may use such property and to charge use fees for such use;
- (ii) suspend an Owner's right to use Longleaf Common Area facilities;
- (iii) dedicate or transfer all or any part of the Longleaf Common Area, subject to any approval requirements set forth in this Declaration;
- (iv) rent any portion of any Longleaf Common Area recreational facilities on an exclusive or non-exclusive short-term basis to any Person, including the Master Association and the Community Council;
- (v) permit use of any recreational facilities situated on the Longleaf Common Area by the general public, which use may be subject to admission charges, membership fees, or other user fees established in the Longleaf Board's discretion;
- (vi) permit use of any Longleaf Common Area facilities, at such charge or no charge as the Longleaf Board may determine appropriate, for the purpose of offering and conducting classes or other activities for interested Owners and occupants, whether offered on a for profit or non-profit basis; and
- (vii) mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable Longleaf Board regulation. An Owner who leases his or her Longleaf Unit shall be deemed to have assigned all such rights to the lessee of such Longleaf Unit for the period of the lease.

9.2. Easements for Maintenance, Emergency and Enforcement

The Founder and the Master Association grant to the Longleaf Association a non-exclusive easement over Longleaf, including the Longleaf Units, as necessary to enable the Longleaf Association to fulfill its maintenance responsibilities and to exercise its enforcement rights under the Longleaf Documents.

The Longleaf Association shall also have the right, but not the obligation, to enter upon any Unit for emergency, security, and safety reasons, to perform maintenance, to inspect for compliance with the Longleaf Documents, and to enforce the Longleaf Documents. Any member of the Longleaf Board and its duly authorized agents and assignees and all emergency personnel in the performance of their duties may exercise such right. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

9.3. Easements for Private Streets

A perpetual, nonexclusive easement is hereby created for vehicular and pedestrian access, ingress and egress over any private streets in Longleaf and through any gate limiting access thereto for law enforcement, firefighting, paramedic, rescue and other public safety and emergency vehicles, equipment and personnel acting in their official capacities; for U.S. Postal Service delivery vehicles and personnel; and for vehicles, equipment and personnel providing school bus pickup and drop-off and garbage and recycling collection service to Longleaf.

9.4. Easements Under the Charter and the Community Covenant

The easements granted under this Article 9 shall apply in addition to, and shall not be a substitute for, the easements granted and reserved under the Charter and the Community Covenant. The granting of an easement by the Founder or the Master Association shall be deemed a grant of a non-exclusive easement such that the Founder and the Master Association, as applicable, shall retain easement rights over the Longleaf Common Area (in the same manner as if it were Common

Area under the Charter) and the Longleaf Units as provided for in the Charter and may exercise such rights on a non-exclusive basis with the grantee under this Article.

Article 10

Rights of Lenders

The following provisions are for the benefit of holders, insurers, and guarantors of first Mortgages on Longleaf Units in Longleaf. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

10.1. Notice to Longleaf Association

Any institutional holder or guarantor of a Mortgage may provide notice to the Longleaf Association requesting to receive notice of proposed action by the Longleaf Association or concerning the Longleaf Unit to which its Mortgage relates. Any such notice shall be in writing and state the name and address of such holder or guarantor and the street address of the Longleaf Unit to which its Mortgage relates. All holders and guarantors of Mortgages of which the Longleaf Association has been notified pursuant to this section are referred to as "Eligible Holders").

10.2. No Priority

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

10.3. Failure of Mortgagee to Respond

Any Mortgagee who receives a written request from the Longleaf Board to respond to or consent to any action shall be deemed to have approved such action if the Longleaf Association does not receive a written response from the Mortgagee within 60 days after the Mortgagee actually receives proper notice of the proposal by certified or registered mail, return receipt requested.

10.4. Amendment by Longleaf Board

The purpose of this Article is to facilitate financing of Longleaf Unit purchases by compliance with secondary mortgage market requirements or standards. Should any U.S. institutional or governmental lender, purchaser, insurer or guarantor of residential mortgage loans, including, for example, Fannie Mae, Freddie Mac, the Department of Housing and Urban Development, the Federal Housing Finance Agency, or the Department of Veterans Affairs, hereafter eliminate, create, or otherwise revise any of their respective requirements to make, purchase, insure or guarantee mortgage loans on Longleaf Units, the Longleaf Board, without approval of the Owners or Mortgagees, may cause an amendment to this Article 10 to be recorded to comply with such revised requirements or standards. Each Owner each Mortgagee acknowledges and agrees to such amendments and grants to the Longleaf Board the authority to make changes to this Article 10 as contemplated by this Section 10.4.

10.5. Construction of Article 10

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

Article 11

Dispute Resolution and Limitation on Litigation

11.1. Dispute Resolution

Prior to filing a lawsuit against the Longleaf Association, the Longleaf Board, or any officer, director, or property manager of the Longleaf Association, an Owner or occupant of a Longleaf Unit must request and attend a hearing with the Board. Any such request shall be in writing and shall be personally delivered to any member of the Longleaf Board or the property manager, if any, of the Longleaf Association. The Owner or occupant shall, in such request and at the hearing, make a good faith effort to explain the grievance to the Longleaf Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Owner or occupant's grievance before filing suit. Upon receiving a request for a hearing, the Longleaf Board shall give notice of the date, time and place of the hearing to the Person requesting the hearing. The Longleaf Board shall schedule this hearing for a date not less than 7 or more than 21 days from the date of receipt of the request.

11.2. Initiation of Litigation by Longleaf Association

In addition to compliance with the foregoing alternative dispute resolution procedures, if applicable, the Longleaf Association shall not initiate any judicial or administrative proceeding unless First approved by Owners casting at least 75% of the total eligible votes in the Longleaf Association, except that no such approval shall be required for actions or proceedings:

- (a) initiated to enforce the provisions of this Declaration, including collection of assessments and foreclosure of liens;
- (b) initiated to challenge ad valorem taxation or condemnation proceedings;
- (c) initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or
- (d) to defend claims filed against the Longleaf Association or to assert counterclaims in proceedings instituted against it.

This section shall not be amended unless such amendment is approved by the same percentage of votes necessary to institute proceedings.

Article 12

Termination and Amendment of Declaration

12.1. Term and Termination

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

12.2. Amendment

(a) Approval Required.

Except as may otherwise be specifically provided elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners casting at least 67% of the total eligible votes in the Longleaf Association.

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

(b) Default Approval Procedure After

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

Votes on all proposed amendments upon which default approval may be sought shall be by written ballot. Pursuant to Section 14-3-708 of the Georgia Non-Profit Code, in order to be counted, the number of ballots that must be returned must equal or exceed the quorum requirement. If that number of ballots is not received by the deadline, the amendment is automatically defeated.

The Longleaf Board shall issue an initial notice of all proposed amendments to each Owner. With such notice, the Board shall include a copy of the proposed amendment, along with a ballot, which complies with the requirements of Section 14-3-708 of the Georgia Non-Profit Code. Each such ballot shall give Owners an opportunity to vote for, vote against, or abstain from voting on the proposed amendment. The ballot shall state a date by which it must be returned to be counted.

If sufficient ballots are returned to equal or exceed the quorum, but sufficient votes are not cast to either approve or disapprove the amendment, then if at least 67% of the eligible vote represented by the returned ballots favor the adoption of the amendment, the Longleaf Board may seek to obtain default approval from Owners under this subparagraph. In such case, the Board shall send a second notice, by regular and certified mail to the address consistent with the notice provision of the By-Laws, to all Owners who did not return a ballot by the due date. This notice also shall include a ballot, as provided above, along with a statement that the Owner's failure to return an executed ballot, marked with a vote for, a vote against, or an abstention from voting on the amendment, within 30 days of the date of such notice, will be deemed to consent to such amendment. If the Longleaf Board still does not receive such ballot within that 30-day period, the Owner shall be deemed to have consented to and approved the amendment. The Longleaf Board shall send a third notice to the Owner notifying the Owner his/her ballot was cast in favor of the amendment

(c) POA Act.

Notwithstanding the provisions of subsection (a), the Longleaf Board may amend this Declaration and the other Longleaf Documents by a majority vote of all directors, and without a vote of the Owners, for the sole purpose of submitting Longleaf and the Longleaf Association to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq., and to conform the Longleaf Documents to any required provisions of such Act. In addition, for so long as the Founder, a Founder Affiliate, or a Builder still owns a lot in Longleaf, any such amendment shall require the Founder's written consent.

(d) Validity and Effective Date.

No amendment may remove, revoke, modify, increase, or decrease any right or privilege of the Founder, Founder Affiliates, the Resort, the Foundation, the Master Association, or the Community Council without the written consent of the Founder, Founder Affiliates, the Resort, the Foundation,

the Master Association, or the Community Council, respectively and as applicable (or the assignee of such right or privilege).

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

Any amendment shall become effective upon recording unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

(e) Exhibits,

Exhibit "A" is incorporated by this reference, and this Article shall govern amendment of that exhibit. Exhibit "B" is attached for informational purposes and may be amended as provided in that exhibit.

(f) Annexation.

Annexation of additional real property to the provisions of this Declaration shall be prohibited, regardless of whether such is proposed by the Founder or the Longleaf Association.

IN WITNESS WHEREOF, the undersigned has caused this Declaration of Covenants, Conditions and Restrictions for Longleaf at Callaway (aka Second Amendment to the Supplement to the Community Charter for Callaway Resort Residential Properties - Longleaf at Callaway) to be executed by its duly authorized representatives this 12 day of August, 2015

Signed, sealed, and delivered this 12 day of August, 2015

MASTER ASSOCIATION: CALLAWAY RESIDENTIAL OWNERS ASSOCIATION, INC a Georgia nonprofit corporation

FOUNDER:

COUSINS/CALLAWAY, LLC,
a Georgia limited liability company

By: [Signature]
Name: William Robert
Its: Senior Vice President

Signed, sealed, and delivered this 12 day
of August, 2015
in the presence of:
[Signature]
WITNESS
[Signature]
NOTARY PUBLIC
My Commission expires: 6-28-16
[Affix notary seal]



Consent of Callaway Gardens Resort, Inc.
Callaway Gardens Resort, Inc., hereby consents to and approves the within and foregoing Declaration of Covenants, Conditions and Restrictions for Longleaf at Callaway (aka Second Amendment to the Supplement to the Community Charter for Callaway Resort Residential Properties Longleaf at Callaway).
Signed sealed, and delivered as of this date

EXHIBIT "A"
Submitted Property

ALL THAT CERTAIN TRACT AND PARCEL OF LAND lying and being in Land Lot 42, 3rd District, Harris County, Georgia, containing 40.81 acres and including, without limitation, Lots 1-54 (inclusive) and Lots 87-94 (inclusive), as more particularly described in that certain Final Plat for Longleaf at Callaway, Phase 1, prepared by Gaskins Surveying & Engineering Company, dated August 18, 2003, and recorded October 9, 2003 in Plat Book 27, Page 240 in the Office of the Clerk of Superior Court of Harris County, Georgia, as revised by that certain Final Plat for Longleaf at Callaway, Phase 1, prepared by Gaskins Surveying & Engineering Company, recorded October 12, 2004 in Plat Book 28, Page 242 in the Office of the Clerk of Superior Court of Harris County, Georgia.

TOGETHER WITH

ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND lying and being in Land Lot 42, 3d District, Harris County, Georgia, containing 34.76 acres and including, without limitation, Lots 55-86 (inclusive) and Lots 95-138 (inclusive), as more particularly described in that certain Final Plat for Longleaf at Callaway, Phase 2, prepared by Gaskins Surveying & Engineering Company, dated August 5, 2004, and recorded October 15, 2004, in Plat Book 28, Page 237, et seq., in the Office of the Clerk of Superior Court of Harris County, Georgia, as revised by that certain Final Plat for Longleaf at Callaway, Phase 2, prepared by Gaskins Surveying & Engineering Company, recorded September 28, 2006, in Plat Book 30, Page 227 in the Office of the Clerk of Superior Court of Harris County, Georgia.

EXHIBIT "B"
BY-LAWS OF LONGLEAF COMMUNITY ASSOCIATION, INC.
Article 1

General

1.1 Name.

The name of the corporation is Longleaf Community Association, Inc. ("Longleaf Association")

1.2. Applicability.

These By-Laws provide for the governance of the Longleaf Association in accordance with the Georgia Nonprofit Corporation Code, O.C.G.A. Section 14-3-101, et seq. (the "Corporate Code"), the

Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (the "Act"), the Articles of Incorporation for Longleaf Community Association, Inc. (the "Articles"), and the Declaration of Covenants, Conditions and Restrictions for Longleaf at Callaway recorded in the Harris County, Georgia land records (as it may be amended, the "Declaration").

1.3. Definitions

The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that certain recorded Declaration of Covenants, Conditions and Restrictions for Longleaf at Callaway (as it may be amended, the "Declaration"). The term "majority," as used in these By-Laws, means those votes, Members, or other group, as the context may indicate, totaling more than 50% of the total eligible number.

Article 2 Membership and Voting Rights

2.1. Membership

At such time as the Declaration is recorded in the Office of the Clerk of the Superior Court of Harris County, Georgia, the Owner of each Longleaf Unit in Longleaf shall automatically become a member ("Member") of the Longleaf Association upon taking record title to such Longleaf Unit and shall remain a Member for the entire period of such ownership. If more than one Person holds record title to a Longleaf Unit, the membership shall be shared in the same manner as title, but there shall be only one membership and one vote per Longleaf Unit, as further provided in the Declaration. Provisions of the Declaration pertaining to membership are incorporated by this reference.

Longleaf Association membership does not include Persons who hold an interest in a Longleaf Unit merely as security for the performance of an obligation, and the giving of a security interest shall not terminate an Owner's membership. Membership shall be appurtenant to the Longleaf Unit, shall be transferred automatically by transfer of record title to the Longleaf Unit, and may be transferred only in connection with the transfer of record title.

2.2. Voting

Members shall have such voting rights as are set forth in the Declaration, which provisions are specifically incorporated by this reference. If the vote attributable to any Longleaf Unit has been suspended, neither the vote, the Longleaf Unit to which it is attributable, or the Owner thereof shall be counted for purposes of determining the number of eligible votes, Members, or Longleaf Units with respect to any matter requiring approval under the Longleaf Documents.

Except as otherwise specifically provided in the Longleaf Documents, any decision requiring a vote or approval of the Members shall be determined by a majority of the votes cast.

2.3. Proxies

Any Member entitled to vote may do so in person or by written proxy duly executed by the Member, setting forth the meeting at which the proxy is to be valid, subject to the limitations of Georgia law and subject to any specific provision to the contrary in the Declaration or these By-Laws.

To be valid, a proxy must identify the Longleaf Unit for which it is given and be signed by the Member or his or her duly authorized attorney-in-fact, dated, and filed with the Longleaf Association's Secretary prior to the meeting for which it is to be effective. Proxies may be filed by personal delivery, U.S. Mail, facsimile transmission to the Longleaf Association's office or electronic transmission to the Longleaf Association's designated recipient with confirmation of receipt. Unless the proxy specifically provides otherwise, a proxy shall be presumed to cover all votes to which the

Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

A proxy may be revoked only by written notice delivered to a Longleaf Association officer prior to exercise of such proxy, except that attendance at the meeting by the Member who has given a proxy shall automatically invalidate the proxy for that meeting unless the Member expressly provides otherwise. Every proxy shall automatically cease upon the Secretary's receipt of written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who is a natural person. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy.

2.4. Action Without a Meeting

Unless the Corporate Code or the Longleaf Documents require(s) action to be taken at a meeting of the Members, any action requiring consent or approval of Members may be obtained by obtaining the requisite vote or approval at a meeting, by written consent without a meeting pursuant to O.C.G.A. Section 14-3-704, or by written ballot without a meeting pursuant to O.C.G.A. Section 14-3-708. The Longleaf Association shall maintain any ballots or written consents approving any action in its files for a period of at least four years.

(a) Approval by Written Consent.

Except in the case where a meeting is required, the approval of Members may be obtained without a membership meeting and without prior notice if the action is approved by the written consent of Members representing at least a majority of the total eligible votes in the Longleaf Association, unless the Longleaf Documents or Georgia law require(s) a greater number of votes for a specific action. Member approval must be evidenced by one or more consents in writing or by electronic transmission describing the action taken, signed by the requisite number of Members, and delivered to the Secretary for filing with the Longleaf Association's records.

Written notice of approval by written consent shall be given to all Members who did not sign a consent, and Member approval pursuant to this subsection (a) shall be effective 10 days after such written notice is given; provided, if all Members sign a consent, Member approval shall be effective immediately upon receipt by the Longleaf Association of all consents.

(b) Approval by Ballot.

Except in the case where a meeting is required, the approval of Members may be obtained by ballot without a meeting if the Longleaf Association delivers a ballot in writing or by electronic transmission to every Member entitled to vote on the matter. The ballot form for obtaining any such Member approval shall:

- (i) indicate the number of responses needed to meet the quorum requirements;
- (ii) state the date by which the ballot must be received by the Longleaf Association in order to be counted. Such date shall not be less seven nor more than 120 days from the date the ballots are sent or delivered;
- (iii) identify by whose authority it was prepared and delivered and the name and location of the Person authorized to receive it on behalf of the Longleaf Association;
- (iv) specify the number of votes or percentage of approvals necessary to approve each action other than election of directors;
- (v) describe in detail the nature of the amendment or matter requiring action;
- (vi) afford a choice between disapproval and approval of each matter; and
- (vii) be signed and dated by the voting Member and identify the Longleaf Unit for which such Member is voting.

Approval by ballot pursuant to this subsection (b) shall be valid only when: (A) the number of votes

cast by ballot equals or exceeds the quorum required to be present at a meeting of the Members; and (B) the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Once submitted to the Longleaf Association, ballots may not be revoked.

Any action required or permitted by the Longleaf Documents or by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote. In order for such action to be approved, the minimum number of votes necessary to authorize such action at a meeting as if all Members entitled to vote thereon were present at such meeting must sign a written consent specifically authorizing the proposed action. Such consents shall be signed within 60 days after receipt of the earliest dated consent, dated, and delivered to the Longleaf Association. Such consents shall be filed with the Longleaf Association's minutes and shall have the same force and effect as a vote of the Members at a meeting.

Article 3 Meetings of Members

3.1. Place of Meetings

The Longleaf Association shall hold meetings at the Longleaf Association's principal office or at such other suitable place the Longleaf Board may designate.

3.2. Longleaf Association Meetings

(a) General.

The first Longleaf Association meeting, whether an annual or special meeting, shall be held prior to the end of the first full fiscal year following the calendar year within which the Longleaf Association was incorporated.

(b) Annual Meetings.

The Longleaf Board shall schedule regular annual meetings to occur within 90 days before or after the close of the Longleaf Association's fiscal year, on such date and at such time and place as the Longleaf Board shall determine.

(c) Special Meetings.

The President may call special meetings. In addition, the President or the Secretary shall call a special meeting if so directed by Longleaf Board resolution or upon a written petition signed by Members entitled to cast at least 25% of the total Longleaf Association votes. Any such petition shall state the purpose or purposes for which the meeting is requested and the issue or issues to be considered by the membership, which issues shall be limited to matters upon which the Members are entitled to vote under the Corporate Code or the Longleaf Documents.

3.3. Notice of Meetings

The President, the Secretary, or the officers or other persons calling a meeting of the Members shall deliver or cause to be delivered to each Member entitled to vote a written notice stating the place, day, and hour of the meeting. In the case of a special meeting or when otherwise required by the Corporate Code or the Longleaf Documents, the purpose or purposes for which the meeting is called shall also be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

Such notice shall be delivered by such means as permitted under Section 104, at least 21 days prior to the annual meeting and at least 7 days prior to any special meeting.

3.4. Waiver of Notice

Waiver of notice of a Longleaf Association meeting shall be deemed the equivalent of proper notice.

Any Member may waive, in writing, notice of any Longleaf Association meeting, either before or after such meeting. A Member's attendance at a meeting shall be deemed a waiver by such Member of notice of the time, date, and place thereof unless the Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed a waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

3.5. Quorum

Except as these By-Laws or the Declaration otherwise provide(s), the presence, in person or by proxy, of Members entitled to cast at least 10% of the total votes in the Longleaf Association shall constitute a quorum for the transaction of business.

3.6. Adjournment of Meetings

If any Longleaf Association meeting cannot be held because a quorum is not present, the Members representing a majority of the votes present at such meeting may adjourn the meeting to a time at least five but not more than 30 days from the scheduled date of the original meeting. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If those in attendance at the original meeting do not fix a time and place for reconvening the meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, the Longleaf Board shall provide notice to the Members of the time and place for reconvening the meeting in the manner prescribed for regular meetings.

Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the departure of enough Members to leave less than a quorum, provided at least a majority of the votes required to constitute a quorum must approve any action taken.

3.7. Conduct of Meetings

The President or a Longleaf Board-approved designee shall preside over all Longleaf Association meetings. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions adopted and all other transactions occurring at such meetings are kept with the Longleaf Association's books, Roberts Rules of Order (the latest edition) shall govern conduct of any membership meeting when not in conflict with the Longleaf Documents, unless the Longleaf Board votes to dispense with or modify such rules by resolution.

Article 4

Longleaf Board of Directors: Selection, Meetings, Powers

A. Composition and Selection

4.1. Governing Body; Qualifications

The Longleaf Board shall govern the Longleaf Association's affairs. The Board of Directors shall be composed of at least four but no more than six persons, as may be determined from time to time by resolution of the Longleaf Board. Except as otherwise provided in Section 4.2 below, each director shall have one vote. Directors shall be Owners or residents. Multiple Owners or residents representing the same Longleaf Unit may not serve on the Longleaf Board at the same time. A "resident" shall be any natural person 18 years of age or older whose principal residence is a Longleaf Unit within Longleaf; however, Persons renting or leasing a Longleaf Unit shall not be classified as residents for the purposes of determining eligibility to serve on the Longleaf Board.

No person shall be elected to the Longleaf Board if the Longleaf Unit represented by such person is shown on the Longleaf Association's books or management accounts to be more than 60 days delinquent in any payment due to the Longleaf Association or is under suspension of any provision of the Longleaf Documents.

If an Owner is not an individual, any officer, director, partner, or any trust officer of such Owner shall be eligible to serve as a director unless a written notice to the Longleaf Association signed by the Owner specifies otherwise; provided, any such individual serving as a director shall be deemed to have resigned as a director upon the Longleaf Association's receipt of notice from the designating Owner of termination of such individual's relationship with such Owner. No more than one person at a time may serve as a director for any one Longleaf Unit.

4.2. Selection of Directors; Term of Office

The initial Longleaf Board shall consist of the five directors identified in the Articles, who shall serve until their successors are appointed or elected as provided in this section. One of the initial directors is a Founder-appointee, and is subject to removal and replacement, by the Ida Cason Callaway Foundation (the "Foundation"), acting in its discretion, as provided below.

Successor directors to the initial Longleaf Board shall be elected as provided herein. Prior to the end of the calendar year within which the Longleaf Association was incorporated, the initial Longleaf Board shall call a meeting of the Members at which an election shall be held to elect a minimum of three and a maximum of five directors. The terms of the directors elected by the membership shall be staggered as follows: If three directors are to be elected, then the two nominees receiving the highest number of votes shall be elected to serve until the second annual meeting following the election, and the nominee receiving the next highest number of votes shall be elected to serve until the first annual meeting following the election. If four directors are to be elected, then the two nominees receiving the highest number of votes shall be elected to serve until the second annual meeting following the election, and the two nominees receiving the next highest number of votes shall be elected to serve until the first annual meeting following the election. If five directors are to be elected, then the three nominees receiving the highest number of votes shall be elected to serve until the second annual meeting following the election, and the two nominees receiving the next highest number of votes shall be elected to serve until the first annual meeting following the election. Notwithstanding the above, in the event that two or more candidates receive the same number of votes such that a determination of terms of office as provided above is not possible, the directors shall decide among themselves who shall serve which terms. Upon expiration of the initial term of each director so elected and thereafter, successors shall be elected to serve for two-year terms or until their successors are elected or appointed, whichever is longer. Directors may serve no more than three consecutive two-year terms.

In addition, for so long as the Foundation owns a Longleaf Unit, the Foundation shall be entitled to appoint one director to serve on the Longleaf Board, which director shall replace the initial Founder appointee and thereafter shall be subject to removal and replacement by the Foundation. Thereafter, the Master Association, acting through its board of directors, shall be entitled to appoint one director to serve on the Longleaf Board, which director shall serve in a non-voting, ex officio capacity.

4.3. Nomination and Election Procedures

(a) Nomination of Candidates.

The Longleaf Board may appoint a Nominating Committee to make nominations for any election of directors. If established, the Nominating Committee shall consist of a chairman, who shall be a Longleaf Board member, and three or more Members or representatives of Members. The Nominating Committee shall serve a term of one year or until its successors are appointed. The names of the Nominating Committee members shall be announced in the notice of each election.

In preparation for the election, the Nominating Committee shall meet and make as many nominations for election to the Longleaf Board as it shall in its discretion determine but in no event less than the number of positions to be filled by the Members at such election. In making its nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity that exists within the pool of potential candidates.

Nominations shall also be permitted from the floor at the meeting at which any election is held. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

(b) Election Procedures.

At each election, voting shall be by written ballot unless dispensed with by unanimous consent at the meeting at which the election is conducted. Each Member shall be entitled to cast one vote for each directorship to be filled. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled who receive the most votes shall be elected.

4.4. Removal of Directors and Vacancies

At any regular or special meeting of the Longleaf Association duly called, any director elected by the Members may be removed, with or without cause, by a majority of the total votes represented in person or by proxy at such meeting, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal is sought shall be given at least 10 days notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting prior to a vote being taken on the issue of his removal.

Additionally, at any meeting at which a quorum is present, a majority of the directors may remove any Member-elected director who has three consecutive unexcused absences from Longleaf Board meetings or who is more than 60 days delinquent (or resides in a Longleaf Unit owned by an Owner who is so delinquent) in the payment of any assessment or other charge due the Longleaf Association. The Longleaf Board may appoint a successor to fill the vacancy for the remainder of the term.

In the event of the death, disability, or resignation of a Member-elected director, a majority of the remaining directors, even though less than a quorum, may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members shall be entitled to elect a successor for the remainder of the term.

Any director whom the Longleaf Board appoints shall be selected from among eligible Members or residents of Longleaf Units.

This section shall not apply to the initial directors identified in the Articles of Incorporation. In addition, directors appointed by the Founder or the Master Association shall not be subject to removal by the Members or the other directors. In the event of a vacancy in the director position appointed by the Founder or the Master Association, whether by removal, resignation, or otherwise, the Founder or the Master Association, as applicable, shall be entitled to appoint a successor to fill such vacancy.

B. Meetings

4.5. Organizational Meetings

The Longleaf Board shall hold an organizational meeting within 10 days following each annual Longleaf Association meeting at such time and place as the Longleaf Board shall fix.

4.6. Regular Meetings

The Longleaf Board shall hold regular meetings at such time and place as a majority of the directors shall determine, but the Longleaf Board shall meet at least four times during each fiscal year with at least one meeting per quarter. No notice shall be required for Longleaf Board meetings held in accordance with a regular schedule which the Longleaf Board has adopted by resolution of which notice has been given in accordance with Section 4.8.

4.7. Special Meetings

The Longleaf Board shall hold special meetings when called by written notice that the President, Vice President, or any two directors sign(s).

4.8. Notice; Waiver of Notice

(a) Notices of Longleaf Board meetings shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. The Longleaf Board shall notify each director of meetings by:

- (i) personal delivery;
- (ii) first class mail, postage prepaid;
- (iii) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or
- (iv) facsimile or other electronic communication device, with confirmation of transmission.

All such notices shall be given at or sent to the director's telephone number, fax number, or sent to the director's address as shown on the Longleaf Association's records. The Longleaf Board shall deposit notices sent by first class mail into a Longleaf United States mailbox at least five business days before the day of the meeting. The Longleaf Board shall give notices by personal delivery, telephone, or other device at least 72 hours before the time set for the meeting.

(b) The Longleaf Board shall notify the Members of each Longleaf Board meeting by:

- (i) posting notice of the meeting in a conspicuous place in Longleaf at least 48 hours in advance of the meeting;
- (ii) publication of a schedule of the Longleaf Board meetings in a newspaper, newsletter, on a community intranet or website, or by similar means at least seven days prior to the meeting; or
- (iii) mailing notice of the meeting to each Member.

(c) Transactions of any Longleaf Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and

- (ii) either before or after the meeting each director not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

4.9. Telephonic Participation in Meetings

Members of the Longleaf Board or any committee the Longleaf Board designates may participate in a Longleaf Board or committee meeting by conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section shall constitute presence at such meeting.

4.10. Quorum of Longleaf Board

At all Longleaf Board meetings, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the Longleaf Board's decision, unless the Corporate Code, these

By-Laws, or the Declaration specifically provide otherwise. A meeting at which a quorum is initially present may continue to trans- act business, notwithstanding the departure of directors, if at least a majority of the required quorum for that meeting approves any action taken. If the Longleaf Board cannot hold a meeting because a quorum is not present, a majority of the directors present may adjourn the meeting to a time not less than five or more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is pre- sent the Longleaf Board may transact, without further notice, any business it might have transacted at the original meeting.

4.11. Conduct of Meetings

The President or any designee the Longleaf Board approves by resolution shall preside over all Longleaf Board meetings. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions and all transactions occurring at such meetings are included in the Longleaf Associations records.

4.12. Open Meetings; Executive Session

(a) Subject to the provisions of Subsection 4.12(b) and Section 4.13, all Longleaf Board meetings shall be open to all Members, but only directors may participate in any discussion or deliberation unless a director requests that attendees be granted permission to speak. In such case, the President may limit the time any such individual may speak.

(b) Notwithstanding the above, the President may adjourn any Longleaf Board meeting and reconvene in executive session, and may exclude persons other than directors, to discuss and vote upon matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc. The general nature of any and all business to be conducted in executive session shall first be announced in open session.

4.13. Action Without a Formal Meeting

Any action to be taken or which may be taken at a Longleaf Board meeting may be taken without a meeting if all directors sign a written consent setting forth the action so taken. Such consent shall have the same force and effect as a unanimous vote. The Longleaf Board shall post a notice of the Longleaf Board's action in a prominent place within Longleaf within three business days after obtaining all written consents to an action. Failure to give notice shall not render the action taken invalid.

C. Powers and Duties

4.14. Powers

The Longleaf Board shall have the power to administer the Longleaf Association's affairs, perform the Longleaf Association's responsibilities, and exercise the Longleaf Association's rights as set forth in the Longleaf Documents and as provided by law. The Longleaf Board may do or cause to be done on the Long- leaf Association's behalf all acts and things except those which the Longleaf Documents or Georgia law require to be done and exercised exclusively by the Members. The Longleaf Board may enter into contracts on behalf of the Longleaf Association with any Person for the performance of various duties and functions as it deems appropriate in the exercise of its business judgment. Except to the extent restricted by law, the Longleaf Board may transfer any and all functions of the Longleaf Association, in whole or in part, to any other entity.

4.15. Duties

The Longleaf Board's duties shall include, without limitation:

(a) preparing and adopting, in accordance with the Declaration, an annual budget establishing each Member's share of the Common Expenses;

- (b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing any period of installment payments of the Annual Assessment;
- (c) providing for the operation, care, upkeep, and maintenance of the Longleaf Maintenance Property consistent with the Longleaf Standard;
- (d) designating, hiring, and dismissing personnel necessary to carry out the Longleaf Association's rights and responsibilities and where appropriate, providing for compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) depositing all funds received on the Longleaf Association's behalf in a bank depository which it shall approve and using such funds to operate the Longleaf Association; however, in the Longleaf Board's business judgment any reserve funds may be deposited in depositories other than banks;
- (f) making and amending Longleaf Rules in accordance with the Declaration;
- (g) opening bank accounts on the Longleaf Association's behalf and designating the signatories required;
- (h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Longleaf Common Area in accordance with the Longleaf Documents;
- (i) instituting, defending, and settling any action and enforcing by legal means the provisions of the Longleaf Documents and bringing any proceedings which may be instituted on behalf of or against the Members concerning the Longleaf Association; however, the Longleaf Association's obligation in this regard shall be conditioned in the manner provided in the Declaration; obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;
- (k) paying the cost of all services rendered to the Longleaf Association;
- (l) keeping a detailed accounting of the Longleaf Association's receipts and expenditures;
- (m) making available to any prospective purchaser of a Longleaf Unit, any Member, and the holders, insurers and guarantors of any Mortgage on any Longleaf Unit, current copies of the Longleaf Documents and all other books, records, and financial statements of the Longleaf Association as provided in Section 103;
- (n) permitting utility suppliers to use portions of the Longleaf Common Area reasonably necessary to the ongoing development or operation of Longleaf;
- (o) indemnifying a director, officer, or committee member or former director, officer, or committee member of the Longleaf Association to the extent such indemnity is required by the Corporate Code, the Articles, and these By-Laws;
- (p) cooperating with the Callaway Residential Owners Association, Inc. ("Master Association") in carrying out its purposes and responsibilities under the Community Charter for Callaway Resort Residential Properties ("Charter"); and
- (q) cooperating with the Callaway Community Council, Inc. ("Community Council") in carrying out its

purposes and responsibilities under the Community Covenant for Callaway Resort ("Community Covenant").

Article 5 Officers

5.1. Officers

The Longleaf Association's officers shall be a President, Secretary, and Treasurer. The President and Secretary shall be elected from among the Longleaf Board members; other officers may, but need not, be Longleaf Board members. The Longleaf Board may appoint such other officers, including a Vice President and one or more Assistant Secretaries and Assistant Treasurers as it shall deem desirable, such officers to have such authority and perform such duties as the Longleaf Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary.

5.2. Election and Term of Office

The Longleaf Board shall elect the Longleaf Association's officers at the first Longleaf Board meeting following each annual meeting of the Members, to serve until their successors are elected.

5.3. Removal and Vacancies

The Longleaf Board may remove any officer whenever in its judgment the Longleaf Association's best interests will be served and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

5.4. Powers and Duties

The Longleaf Association's officers shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Longleaf Board may specifically confer or impose.

The President shall be the Longleaf Association's chief executive officer and shall preside at all meetings of the Longleaf Association and the Longleaf Board. The President shall have the general powers and duties which are incident to the office of the president of a corporation under the Corporate Code. The Vice President, if any, shall act in the President's absence and shall have all powers, duties and responsibilities provided for the President when so acting.

The Secretary shall keep the minutes of all meetings of the Longleaf Association and the Longleaf Board and shall have charge of such books and papers as the Longleaf Board may direct. The Secretary shall, in general, perform all duties incident to the office of the secretary of a corporation under the Corporate Code. If no Vice President is appointed, the Secretary shall act in the President's absence and shall have all the powers, duties and responsibilities of the President when so acting.

The Treasurer shall have primary responsibility for preparing the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

5.5. Resignation

Any officer may resign at any time by giving written notice to the Longleaf Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at a later time specified therein. Unless the resignation specifies, acceptance of such resignation shall not be necessary to make it effective.

Article 6 Committees

The Longleaf Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Longleaf Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution. Members of a committee may act by unanimous written consent in lieu of a meeting. In the conduct of its duties and responsibilities, each committee shall abide by the notice and quorum requirements applicable to the Longleaf Board under these By-Laws. Except as otherwise provided by Longleaf Board resolution or the Longleaf Documents, members of a committee may act by unanimous written consent in lieu of a meeting.

Article 7 Standards of Conduct Liability and Indemnification

7.1. Standards for Directors and Officers

The Longleaf Board shall exercise its powers in a reasonable, fair, nondiscriminatory manner and shall adhere to the procedures established in the Longleaf Documents.

In performing their duties, directors and officers shall be insulated from liability as provided for directors of corporations under the Corporate Code and as otherwise provided by the Longleaf Documents. Directors and officers shall discharge their duties as directors or officers, and as members of any committee to which they are appointed, in a manner that the director or officer believes in good faith to be in the best interest of the corporation and with the care that an ordinarily prudent person in a like position would exercise under similar circumstances. A director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by others to the extent authorized under Georgia law.

7.2. Liability

(a) A director or officer shall not be personally liable to the Longleaf Association, any Member, the Founder, or any other Person for any action taken or not taken as a director if the director has acted in accordance with Section 7.1.

(b) Pursuant to the business judgment rule, a director also shall not be personally liable for any action taken or not taken as a director if the director:

(i) acts within the expressed or implied scope of the Longleaf Documents and his or her actions are not ultra vires;

(ii) affirmatively undertakes to make decisions which the director believes in good faith are necessary for the Longleaf Association's continued and successful operation and, when decisions are made, makes them on an informed basis;

(iii) acts on a disinterested basis, promptly disclosing any real or potential conflict of interests (pecuniary or other), and avoiding participation in decisions and actions on matters as to which he has a conflict of interest (beyond that which all directors have by virtue of their ownership or occupancy of a Longleaf Unit); and

(iv) acts in a non-fraudulent manner and without reckless indifference to the Longleaf Association's affairs.

(c) The Longleaf Association's officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance,

malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on the Longleaf Association's behalf (except to the extent that such officers or directors may also be a Member).

7.3. Indemnification

Subject to the limitations of Georgia law, the Longleaf Association shall indemnify every officer, director, and committee member against all damages and expenses, including counsel fees and expenses, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Longleaf Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that the Longleaf Association shall have no obligation to indemnify any individual against liability or expenses incurred in connection with a proceeding:

(a) brought by or in the right of the Longleaf Association, although it may reimburse the individual for reasonable expenses incurred in connection with the proceeding if it is determined, by the court or in the manner provided above, that the individual met the relevant standard of conduct under Georgia law; or

(b) to the extent that the individual is adjudged liable for conduct that constitutes:

- (i) appropriation, in violation of his or her duties, of any business opportunity of the Longleaf Association;
- (ii) intentional misconduct or knowing violation of the law;
- (iii) an unlawful distribution to members, directors or officers; or
- (iv) receipt of an improper personal benefit.

This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Longleaf Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

7.4. Advancement of Expenses

In accordance with the procedures and subject to the conditions and limitations set forth in the Corporate Code, the Longleaf Board may authorize the Longleaf Association to advance funds to pay for or reimburse the reasonable expenses incurred by a present or former officer, director, or committee member in any proceeding to which he or she may be a party by reason of being or having been an officer, director, or committee member of the Longleaf Association.

7.5. Longleaf Board and Officer Training

The Longleaf Board may, as a Common Expense, conduct or provide for seminars and continuing educational opportunities designed to educate and inform its officers and directors of their responsibilities as officers and directors. Such programs may include instruction on applicable Georgia corporate law principles, other issues relating to administering community affairs, and upholding and enforcing the Longleaf Documents. The Longleaf Board may retain industry professionals, which may include property managers, attorneys, and accountants, as appropriate or necessary for such purpose. Each newly elected officer and director may be required to complete a training seminar within the first six months of assuming such position. The seminar may be live, video or audiotape, or in other format.

Article 8 Management and Accounting

8.1. Compensation of Directors and Officers

The Longleaf Association shall not compensate directors and officers for acting as such unless Members representing a majority of the total votes in the Longleaf Association approve such compensation at a Longleaf Association meeting. The Longleaf Association may reimburse any director or officer for expenses he or she incurs on the Longleaf Association's behalf upon approval of a majority of the other directors. Nothing herein shall prohibit the Longleaf Association from compensating a director or officer, or any entity with which a director or officer is affiliated, for services or supplies he or she furnishes to the Longleaf Association in a capacity other than as a director or officer pursuant to a contract or agreement with the Longleaf Association. However, such director must make known his or her interest to the Longleaf Board prior to entering into such contract, and a majority of the Longleaf Board, excluding any interested director, must approve such contract.

8.2. Managing Agent

The Longleaf Board may employ for the Longleaf Association professional management agents, at such compensation as the Longleaf Board may establish, to perform such duties and services as the Longleaf Board shall authorize. The Longleaf Board may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policy-making authority or ultimate responsibility for those duties set forth in Section 4.16. The Longleaf Board may employ the Founder or a Founder Affiliate as managing agent or manager.

The Longleaf Board may delegate to one of its members the authority to act on its behalf on all matters relating to the duties of the managing agent or manager that might arise between Longleaf Board meetings.

The managing agent shall not accept remuneration from vendors, independent contractors, or others providing goods or services to the Longleaf Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Longleaf Association. The managing agent shall promptly disclose to the Longleaf Board any financial or other interest it may have in any firm providing goods or services to the Longleaf Association.

8.3. Accounts and Reports

(a) The Longleaf Board shall employ the following accounting standards unless the Longleaf Board by resolution specifically determines otherwise:

- (i) accounting and controls should conform to generally accepted accounting principles; and
- (ii) the Longleaf Association's cash accounts shall not be commingled with any other accounts.

(b) Financial reports shall be prepared for the Longleaf Association at least quarterly containing:

- (i) an income statement reflecting all income and expense activity for the preceding period;
- (ii) a statement reflecting all cash receipts and disbursements for the preceding period;
- (iii) a variance report reflecting the status of all accounts in an 'actual' versus 'approved budget' format;
- (iv) a balance sheet as of the last day of the preceding period; and
- (v) a delinquency report listing all Members who are delinquent in paying any assessments at the time of the report (any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless the Longleaf Board specifies otherwise by resolution).

(c) An annual report consisting of at least the following shall be made available for Members' review within 120 days after the close of the fiscal year:

- (i) a balance sheet;
- (ii) an operating (income) statement; and
- (iii) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited, reviewed, or compiled basis, as the Longleaf Board determines.

8.4. Borrowing

The Longleaf Association shall have the power to borrow money for any legal purpose. However, the Longleaf Board shall obtain Member approval in the same manner provided in the Declaration for Special Assessments if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 20% of the Longleaf Association's budgeted gross expenses for that fiscal year.

8.5. Right to Contract

The Longleaf Association, through its Longleaf Board, shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with the Master Association, the Community Council, and other trusts, condominiums, cooperatives, or other owners or residents associations, within and outside the Residential Community.

8.6. Agreements, Contracts, Deeds, Leases, Checks, Etc.

All Longleaf Association agreements, contracts, deeds, leases, checks, and other instruments shall be executed by at least two officers or by such other person or persons as the Longleaf Board may designate by resolution.

Article 9 Enforcement Procedures

The Longleaf Association shall have the power, as provided in the Declaration, to impose sanctions for any violation of the Longleaf Documents. To the extent specifically required by the Declaration, the Longleaf Board shall comply with the following procedures prior to imposition of sanctions:

9.1. Notice and Response

The Longleaf Board or its delegate shall serve the alleged violator with written notice specifying:

- (a) the nature of the alleged violation and the proposed sanction to be imposed;
- (b) that the alleged violator may, within 10 days from the date of the notice, submit a written request to the Longleaf Association or its managing agent, if any, for a hearing to challenge the allegations, the proposed sanction, or both;
- (c) the name and address to whom any such hearing request is to be addressed;
- (d) that the alleged violator shall be entitled to make a statement and present evidence and witnesses on his or her behalf at the hearing; and
- (e) that all rights to have the sanction reconsidered are waived if a hearing is not requested within 10 days of the date of the notice.

If the alleged violator cures the alleged violation and notifies the Longleaf Board in writing within such 10-day period, the Longleaf Board may, but shall not be obligated to, waive the sanction. Such waiver shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person. If a timely request for a hearing is not made, the sanction stated in the notice shall be imposed; provided the Longleaf Board may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 10-day period.

Prior to the effectiveness of sanctions imposed pursuant to the Declaration, proof of proper notice shall be placed in the Longleaf Board minutes. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative requests and appears at the hearing.

9.2. Hearing

If a hearing is requested within the allotted 10-day period, the hearing shall be held before the Longleaf Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. The Longleaf Board shall give the alleged violator at least 10 days' prior written notice of the date, time and place of the hearing. This section shall be deemed complied with if a hearing is held and the alleged violator attends and is provided with an opportunity to be heard, notwithstanding the fact that the notice requirements contained herein are not technically followed. The minutes of the Longleaf Board meeting shall contain a written statement of the results of the hearing and the sanction, if any, to be imposed.

Article 10 Miscellaneous

10.1. Fiscal Year

The Longleaf Association's fiscal year shall be the calendar year unless the Longleaf Board establishes a different fiscal year by resolution.

10.2. Maintenance of Books and Records

(a) Category 1 Documents. The Longleaf Association shall maintain at its principal office copies of the following books and records, either in written form or in a format capable of conversion into written form within a reasonable time:

- (i) its Articles of Incorporation and By-Laws and all amendments thereto currently in effect;
- (ii) Longleaf Board resolutions relating to the rights, limitations, and obligations of Members;
- (iii) the minutes of all Member meetings and records of actions approved by the Members for the last three years;
- (iv) waivers of notice of Longleaf Board or Longleaf Association meetings;
- (v) all written communications directed to the Members generally within the last three years;
- (vi) copies of the financial statements for past three years;
- (vii) a list of the names and business or home address of its current directors and officers; and
- (viii) the Longleaf Association's most recent annual report filed with the Secretary of State.

(b) Category 2 Documents. The Longleaf Association shall maintain at its principal office copies of the following books and records, either in written form or in a format capable of conversion into written form within a reasonable time:

- (i) minutes of Longleaf Board meetings and records of all actions approved by the Longleaf Board without a meeting;
- (ii) records of any action of a committee of the Longleaf Board while acting in the place of the Longleaf Board on behalf of the Longleaf Association;
- (iii) appropriate accounting records; and
- (iv) a membership list reflecting the name and mailing address of each Member, in alphabetical order, along with the address of each Longleaf Unit owned by the Member and the number of votes allocated to such Member's Longleaf Unit(s).

10.3. Inspection of Books and Records

(a) Inspection by Members. Within five days after receipt of a written request to inspect the Longleaf Association's books and records, the Longleaf Board shall make available for inspection and copying by any Member or a Member's duly appointed representative, at any reasonable time and location as the Longleaf Board may specify, any of the books and records listed in Section 10.2(a) and specified in such written request.

In addition, within five days after receipt of a written request to inspect any of the records specified in Section 10.2(b), the Longleaf Board shall make available such records as may be specified in the request for inspection and copying by any Member at any reasonable time and location as the Longleaf Board may specify, provided:

(i) the Members demand for inspection is made in good faith and for a proper purpose that is reasonably related to the Members legitimate interest as a Member of the Longleaf Association;
(ii) the Member describes with reasonable particularity the purpose and the records the Member desires to inspect;
(iii) the records are directly connected with this purpose; and (iv) the records are to be used only for the stated purpose.

(b) Rules for Inspection. The right to inspect and copy records under subsection (a) above includes, if reasonable, the right to receive copies of such records. The Longleaf Association may impose a reasonable charge to cover the costs of labor and materials for copies of any documents provided to the Member or the Member's agent. The charge shall not exceed the estimated cost of production or reproduction of the records. The Longleaf Association can limit the length of time of each inspection, but such time limit shall not be less than two hours per inspection. To prevent abuse of an Owner's inspection rights, records previously inspected by an Owner are not subject to inspection again by the same Owner more than once per quarter.

Notwithstanding anything to the contrary, the Longleaf Board may limit or preclude the inspection of confidential or privileged documents, including but not limited to, attorney/client privileged communication, executive session meeting minutes, and financial records or accounts of other Owners. Minutes of all meetings of the membership and the Longleaf Board become official Longleaf Association records when approved by the membership or the Board, as applicable.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Longleaf Association and the physical properties owned or controlled by the Longleaf Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Longleaf Association.

10.4. Notices

(a) Form of Notice. Except as otherwise provided in the Longleaf Documents or Georgia law, all notices, demands, bills, statements, and other communications under the Longleaf Documents shall be in writing and may be delivered in person, by United States mail, by private carrier, or if the intended recipient has given its prior written authorization to use such method of delivery, by fax, electronic mail, or other electronic transmission with written confirmation of transmission.

(b) Delivery Address. Notices shall be delivered or sent to the intended recipient as follows:

(i) if to a Member, at the address, fax number or electronic mail address or other address for electronic transmission that the Member has designated in writing and filed with the Longleaf Association or, if no such address has been designated, at the address of the Member's Longleaf Unit; or
(ii) if to the Longleaf Association, the Longleaf Board, or the managing agent, at the address, fax number, or electronic mail address of the principal office of the Longleaf Association or the managing agent or at such other address as shall be designated by notice in writing to the Members pursuant to this section.

(c) Effective Date. Notice sent in accordance with subsections (a) and (b) shall be deemed to have been duly given and effective:

(i) if sent by United States mail correctly addressed with first class or higher priority postage prepaid, when deposited with the United States Postal Service;

(ii) if delivered personally or by private carrier, when actually delivered to the address of the intended recipient, as evidenced by the signature of the person at such address who accepts such delivery or as indicated in a record by the delivery person; or

(iii) if sent by fax, electronic mail or other electronic transmission, upon transmission, as evidenced by a printed confirmation of transmission.

(d) Electronic Notices. Pursuant to the Corporate Code and the Georgia Electronic Records and Signatures Act, O.C.G.A. Section 10-12-1, et seq., each as it may be amended or renumbered from time to time, notices may be transmitted electronically to any Member if the Member consents in writing to receipt of electronically transmitted notices and designates in the consent the message format accessible to the Member and the address, location, or system to which notices may be electronically transmitted. The electronic notice must contain any information or material required by the Corporate Code or the Longleaf Documents. A Member who has consented to receipt of electronically transmitted notices may revoke the consent by delivering a written notice of revocation to the Longleaf Association. The consent of any Member is also automatically revoked if the Longleaf Association is unable to transmit electronically two consecutive notices given by the Longleaf Association in accordance with the consent and this inability becomes known to the Secretary or other person responsible for giving the notice.

10.5. Amendment

Except as provided in Section 12.2(b) of the Declaration, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing 67% of the total eligible votes in the Longleaf Association. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

Amendments to these By-Laws shall become effective upon recordation unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its cordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

No amendment to these By-Laws may remove, revoke, modify, increase, or decrease any right or privilege of the Founder, Founder Affiliates, the Resort, the Foundation, the Master Association, or the Community Council without the written consent of the Founder, Founder Affiliates, the Resort, the Foundation, the Master Association, or the Community Council, respectively and as applicable (or the assignee of such right or privilege).

Second Amendment to the Community Charter & Declaration of Covenants with By-Laws for the Longleaf Community

Builder Guidelines and Construction Rules

Architectural Patterns Materials

+ Approved Plant List Supplement

Architectural Patterns

Design Review Process

Golf Cart Policy

+ Guidelines Do Not Plant Listing

+ LCA Email Policy

+ Approved Plant List

2nd Amendment to Community Charter & Declaration of Covenants with BYLAWS

+ LCA Board Notes

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Callaway Community Guideline Documents

Longleaf Community Documents

Site Specific Guidelines and Requirements

Property Deed

Design Overview

+ Recorded Amendment to Declaration_11.23.16.pdf

Architectural Patterns Landscape

Land Management and Buildings Locations

+ Longleaf Financials

Design Review Process Applicaton.