

Return to:
Randall M. Lipshutz
Lipshutz Greenblatt LLC
100 Crescent Centre Pkwy, Suite 200
Tucker, GA 30084
404-688-2300

Cross Reference:
Warranty Deed recorded at
Deed Book 2208, page 199-200
Cobb County, Georgia records

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR COUNTRY WOODS SUBDIVISION

This Declaration is made and entered into as of the ____ day of _____, 2020, by Country Woods-Country Crossing Homeowners Association, Inc. ("the Association"), and the members thereof whose written consents have been recorded with this Declaration.

WHEREAS, the Association was established to own and maintain certain property located in Cobb County and more particularly described in that Warranty Deed recorded at Deed Book 2208, page 199-200, Cobb County, Georgia records, all for the benefit of the members of the Association; and

WHEREAS, the property owned by the Association provides a significant and ongoing benefit to the subdivision and to the property values of all homes in the subdivision; and

WHEREAS, the Association and the consenting members (being no less than 51 percent or the eligible members consenting to Class A or Class B membership) deem it desirable for the efficient operation of the Association that the Association become a mandatory membership association; and

WHEREAS, the Association recognizes that a process must be provided to phase in the mandatory membership for the subdivision;

NOW, therefore, in consideration of the premises, the properties owned by the Association and by the consenting members of the Association are hereby submitted to the provisions of this Declaration, and the following covenants are hereby established:

THIS DECLARATION ESTABLISHES A MANDATORY MEMBERSHIP ASSOCIATION BUT DOES NOT SUBMIT THE PROPERTY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS ASSOCIATION ACT, O.C.G.A. § 44-3-220 ET SEQ.

ARTICLE I

STATUTORY PROVISIONS AND DEFINITIONS

1.1 Definitions. Words used in this Declaration of Covenants and Restrictions shall have the following meanings, whether or not capitalized, and all definitions shall be applicable to the singular and plural forms of such terms:

(a) “Articles of Incorporation” shall mean and refer to the Articles of Incorporation of Country Woods-Country Crossing Homeowners Association, Inc. , as amended from time to time.

(b) “Association” shall mean and refer to the Country Woods-Country Crossing Homeowners Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

(c) “Board of Directors” or “Board” shall mean and refer to the duly elected Board of Directors of the Association, which is the governing body of the Association.

(d) “Bylaws of Country Woods-Country Crossing Homeowners Association, Inc.” or the “Bylaws” shall mean and refer to those bylaws governing the administration and operation of the Association.

(e) “Common Areas” or “Common Property” shall mean and refer to all real and personal property, whether improved or unimproved, owned or leased by the Association or otherwise available to the Association for the benefit, use and enjoyment of its Members and shall include all improvements located therein or thereon and all utilities which serve the Property and are to be maintained by the Association.

(f) “Common Expenses” shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of this Declaration.

(g) “Community” shall mean and refer to all property which is now or may hereafter be made subject to the terms of the Declaration.

(h) “Declaration” shall mean and refer to the covenants, restrictions, and all other provisions as set forth in this entire document, and all amendments hereto recorded in accordance with this Declaration.

(i) “Director” shall mean and refer to a member of the Board of Directors.

(j) “Easement Areas” shall mean those areas shown as landscape maintenance

easements, detention areas, drainage easements, entrance signs or traffic islands, if any, on the final subdivision plats for the Property recorded in the real property records of Cobb County, Georgia or as hereafter acquired by the Association. The parties to this Declaration acknowledged that the Easement Areas currently include, without limitation, the entrance sign, fencing and landscaping currently maintained by the Association along Shallowford Road, which easements were originally acquired and maintenance begun more than twenty one (21) years prior to the recording of this Declaration.

(k) “Governing Documents” shall mean and refer to the Georgia Nonprofit Corporations Code, this Declaration, the By-Laws, the Articles of Incorporation, and such other rules and regulations promulgated by the Association hereunder.

(l) “Lot” shall mean and refer to any lots or portions of the property depicted on the Plat and designated for separate ownership.

(m) “Majority” shall mean and refer to those eligible votes representing more than fifty percent (50%) of the eligible votes assigned to the Lots as provided in this Declaration or more than fifty percent (50%) of the Directors or members of committees appointed by the Board of Directors, as may be applicable.

(n) “Member” shall mean and refer to every individual, group of individuals, corporation, trust, or other legal entity, or a combination thereof, who holds membership in the Association.

(o) “Mortgage” shall mean and refer to a mortgage, deed to secure debt, deed of trust or other instrument conveying a lien upon or security title to a Lot or any portion of the Property.

(p) “Mortgagee” shall mean and refer to the holder, gaurantor, or insurer of a mortgage.

(q) “Occupant” shall mean any person occupying all or any portion of a Lot for any period of time regardless of whether such person is a tenant or the owner of such property.

(r) “Officer” shall mean and refer to an officer of the Association.

(s) “Owner” or “Lot Owner” shall mean and refer to any record title holder of a Lot within the Property, but shall not include a Mortgagee.

(t) “Person” shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

(u) “Plat” shall mean and refer to the plat or survey of Country Woods as filed with the Clerk of Superior Court of Cobb County, Georgia, at Plat Book 76, page 58, as may be amended or revised from time to time.

(v) “Property” shall mean and refer to all real property described in Exhibit “A” attached hereto and made a part hereof that has been duly submitted to this Declaration and shall include any Lot subsequently submitted to this Declaration.

(w) “Record” or “file for record” shall mean and refer to filing for record with the Clerk of Superior Court of Cobb County, Georgia.

ARTICLE II

PROPERTY SUBMITTED TO THE DECLARATION

2.1 Property Subject to Declaration. The Property which is and shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in Cobb County, Georgia, and is more particularly described in Exhibit “A” to the Declaration as may be amended from time to time, and as shown on the Plat for Country Woods, recorded with the Clerk of Superior Court of Cobb County, as may be amended from time to time. Lots depicted on the Plat may be added, from time to time, by the filing of a consent by the property owner to submit the Lot to the terms of this Declaration.

2.2 Common Areas. The Common Areas consist of all portions of the Property not located within the boundaries of a Lot, including the property currently owned by the Association and described in Exhibit “A”. The Common Areas shall remain undivided, and no Lot Owner or any other Person shall have the right to bring any action for partition or division of the whole or any part thereof except as provided in this Declaration. Each Lot Owner and the Association may use the Common Areas and Easement Areas for the purposes for which they are intended, subject to any restrictions in this Declaration, but no such use shall enter or encroach upon the lawful rights of the other Lot Owners.

ARTICLE III

MEMBERSHIP

3.1 Voting Rights. The Association shall have two (2) classes of voting membership which shall be known as Class A and Class B. All owners of Lots as shown on the Plat shall be eligible to become Members as defined herein upon their execution of a consent to this Declaration:

(a) Every person, group of persons, corporation, partnership, trust, or other legal entity, or any combination thereof, who is record owner of a fee interest in any Lot which is

part of the Property subject to the Declaration, or otherwise becomes subject to this Declaration by the terms of this Declaration as amended, and who has consented to this Declaration as a Class A member, shall be a Class A Member of the Association; provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity who holds such interest solely as security for the performance of a debt or obligation shall not be a Class A Member solely on account of such interest. Each Class A Member shall be entitled to one (1) vote for each Lot in which such member holds the interest required for Class A Membership and shall be entitled to vote on all matters upon which members of the Association are entitled to vote pursuant to this Declaration, provided that there shall be only one (1) vote for each Lot irrespective of the number of Owners for such Lot.

(b) Every person, group of persons, corporation, partnership, trust, or other legal entity, or any combination thereof, who is record owner of a fee interest in any Lot which is part of the Property subject to the Declaration, or otherwise becomes subject to this Declaration by the terms of this Declaration as amended, and who has consented to this Declaration as a Class B member, shall be a Class B Member of the Association; provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity who holds such interest solely as security for the performance of a debt or obligation shall not be a Class B Member solely on account of such interest. Class B Members shall not be eligible to utilize the recreational facilities in the Common Areas without paying an annual charge, as determined by the Board of Directors, which charge shall not exceed 110% of the difference between the Class A assessment and the Class B assessment hereinafter established. Each Class B Member shall be entitled to one (1) vote for each Lot in which such member holds the interest required for Class B Membership and shall be entitled to vote on all matters upon which members of the Association holding Class B Membership are entitled to vote pursuant to this Declaration, provided that there shall be only one (1) vote for each Lot irrespective of the number of Owners for such Lot. Class B membership shall only be open to the Lot Owner that initially submits a Lot to this Declaration and Class B membership shall convert to Class A membership upon the earlier of the date (a) the Lot is conveyed (other than the conveyance of a mortgage) to an owner other than the owner signing, or (b) the owner of the Lot signs and records a new consent to the Declaration waiving any further delay in Class A membership

3.2 The Board shall have the right, from time to time, to admit as non-voting Class C members, individuals who shall be entitled to utilize the Common Areas on such terms and at such cost as determined by the Board.

ARTICLE IV

ASSESSMENTS

4.1 Creation of Lien and Personal Obligation. Each Owner of a Lot covenants and agrees to pay to the Association annual and special assessments or charges provided by this Declaration. All such assessments and other charges shall, from the time they become due and

payable, be a charge against and continuing lien upon the Lot in favor of the Association and for the benefit of all Lot Owners. Each assessment or charge shall also be the personal obligation of the Lot Owner. No Lot Owner may waive or otherwise escape liability for such assessments for non-use of the Common Areas or abandonment of the Lot. Each Lot Owner shall be liable for each assessment coming due while he is a Lot Owner, and any subsequent Owner of the Lot shall be jointly and severally liable for any assessment or portion thereof as may be due and payable at the time of conveyance to the subsequent Lot Owner. The rights of any subsequent Lot Owner to recover from the prior Lot Owner any amounts due by the prior Lot Owner and paid by the subsequent Lot Owner shall not be prejudiced. In the event that the holder of a mortgage of record or other person acquires title to any Lot as a result of foreclosure of a first priority or secondary purchase money mortgage (provided that neither the grantee nor any successor grantee on any such secondary money mortgage was the seller of the Lot), such purchaser at the foreclosure sale or such mortgagee, as the case may be, his or its successors, successors in title and assigns, shall not be liable for, nor shall such Lot be subject to a lien for, any assessment or charge hereunder chargeable to such Lot on account of any period prior to such acquisition of title; provided, however, that such unpaid share of an assessment or assessments shall be deemed to be common expenses collectible from the Owners of all Lots, including the Lot acquired at the foreclosure sale.

4.2 Annual Maintenance Assessments. Except as otherwise provided herein, each Lot is hereby allocated equal liability for common expenses, and the amount of all common expenses not specially assessed pursuant to the provisions of this Declaration, less the amount of all undistributed and unreserved common profits, shall be assessed against the Lots in equal proportion. The annual assessment payable by the Members shall be levied by the Board of Directors. Not later than thirty (30) days before the Association's annual meeting and not later than the end of the fiscal year of the Association, the Board of Directors of the Association shall prepare an estimated budget of the common expenses for the ensuing fiscal year, and the Board shall submit the budget in writing to the Members, as provided in the By-Laws, together with notice of the amount of the annual assessment based on such budget payable by each Member during the new fiscal year. If for any reason an annual budget is not made as required hereby, a payment in the amount required by the last prior annual assessment shall be due and payable in the manner set forth in the prior budget until changed by a new assessment.

The annual budget shall be classified as Class A and Class B expenses. Class B expenses shall be those that do not relate directly to maintenance and operation of the recreational facilities on the Common Areas. Class B expenses shall be allocated equally among all Class A and Class B Members. The annual budget submitted by the Board for Class B expenses shall become effective unless disapproved by a vote of the majority of the total Association membership. Class A expenses shall be those that relate to direct maintenance and operation of the recreational facilities on the Common Areas. The annual budget submitted by the Board for Class A expenses shall become effective unless disapproved by a vote of the majority of the owners holding Class A membership. The Board shall be authorized to split individual budget items between Class A expenses and Class B expenses on an equitable basis, items such as liability

insurance.

If the estimated budget proves inadequate for any reason, then the Board of Directors may levy at any time a further assessment against the Members and notify the Owners accordingly. Except for special assessments which may be levied under Section 4.3 of this Article, no special assessment levied by the Board made necessary by an inadequate budget, which special assessment averages in excess of \$250.00 per Lot in any fiscal year, shall go into effect unless approved by a majority of the eligible vote of the Members if a Class B expense or by a majority of the eligible vote of the Class A members if a Class A expense.

Common expenses shall include, but not limited to, the following:

- (a) The cost of all operating expenses of the Common Areas, the Easement Areas, and the services furnished to or in connection with the Common Areas and Easement Areas, including charges by the Association for any services furnished by it;
- (b) The cost of management and administration of the Common Areas, including fees to any Management Agent;
- (c) The amount of all taxes and assessments levied against the Common Areas;
- (d) The cost of hazard and liability insurance on the Common Areas and the cost of such other insurance coverage as the Board of Directors determines to be in the interests of the Association and the Lot Owners;
- (e) The cost of utilities and other services which may be provided by the Association or for which the Association shall be responsible to maintain or repair for the Common Areas, and the maintenance, replacement or repair of such utilities;
- (f) The cost of maintaining, replacing, repairing and landscaping the Common Areas and the Easement Areas, if any, including, without limitation, maintenance of any storm water detention basins or ponds or the like located upon the Common Areas, the cost of maintaining, repairing and landscaping any portion of the Lots as required by this Declaration, the cost of maintenance of all easements, entrance features and monuments, fences located on the Common Areas, irrigation systems, lighting, or landscaping upon the Property and providing access to the Property to the extent required by any easements, restrictions or agreements of record, together with such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith;
- (g) The cost of funding all reserves, including insurance deductibles, established by the Association, including, when appropriate, a general operating reserve and a reserve for replacements;

(h) The expenses of administration of the Association, including management, legal and accounting fees;

(i) Such other charges as may be determined from time to time by the Board of Directors to be common expenses, including, without limitation, taxes and governmental charges not separately assessed against each Lot.

Each Member shall be obligated to pay such assessments to the Association in such reasonable manner as the Board of Directors shall designate. Upon resolution of the Board, annual assessments may be levied and collected on a monthly, quarterly or semi-annual basis rather than on the annual basis hereinabove provided for. In any year in which there is an excess of assessments and other income over expenditures, such excess shall appertain to the Lots according to their proportionate share of common expenses, and the Board of Directors, by resolution and without the necessity of a vote of the Members, shall determine either to apply such excess or any portion thereof against and reduce the subsequent year's assessment or to allocate the same to one or more reserve accounts of the Association described herein. In the event that the Association acquires title to any Lot, the Association shall be exempt from all assessments during the period of its ownership thereof.

4.3 Special and Specific Assessments. In addition to the regular maintenance assessments authorized by this Article, or the special assessment authorized in Section 6.2 above, the Association may levy in any fiscal year a special maintenance assessment or assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or inordinate repair or replacement of any improvement located upon or forming a part of the Common Areas, including the necessary fixtures and personal property relating thereto, or for such other purposes as the Board of Directors may consider appropriate; provided that any such assessment shall have the assent of majority of a majority of the eligible vote of the Members if a Class B expense or by a majority of the eligible vote of the Class A members if a Class A expense.

Any common expenses occasioned by the conduct of any Lot Owner or any family member, tenant, guest, licensee, or invitee of any Owner shall be specifically assessed against such Owner's Lot or Lots. Any common expenses of the Association benefitting less than all of the Lots or significantly disproportionately benefitting all of the Lots shall be assessed equitably among the Lots so benefitted; provided, however, nothing in this Section shall permit the Association to specially or disproportionately allocate common expenses for periodic maintenance, repair and replacement of any portion of the Common Areas or Easement Areas or other portions of the Property which the Association has the obligation to maintain, repair or replace. Any expense relating to an optional service provided by or through the Association may be specially assessed against those Lots utilizing such service. Specific assessments shall also include any fines as may be authorized for violation of any restrictive covenants now or hereafter included in this Declaration. The special assessments provided for in this Section shall be levied by the Board of Directors, and the amount and due date(s) of such special assessments so levied

shall be as specified by the Board.

4.4 Reserves for Replacements. The Association shall establish and maintain a reserve fund for the purpose of effecting the replacement of improvements on the Common Areas and the Easement Areas, or major repairs or replacements necessary to any parking areas or sidewalks developed as part of the Property or providing access to the Property, equipment replacement, insurance deductibles, and for start-up expenses and operating contingencies of a non-recurring nature relating to the Common Areas and Easement Areas. The Board shall determine which reserves shall constitute Class A or Class B expenses. The Association may establish such other reserves for such other purposes as the Board may from time to time consider to be necessary or appropriate. Such fund(s) shall be conclusively deemed to be a common expense of the Association and may be deposited with any banking institution, the accounts of which are insured by an agency of the State of Georgia or by any agency of the United States of America, or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The proportional interest of any Owner in any such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

4.5 Non-Payment of Assessments: Remedies of Association. If any assessment, or portion thereof, is not paid within thirty (30) days after the due date, then a late charge, not in excess of the greater of Ten Dollars (\$10.00) or ten percent (10%) of the amount of each delinquent assessment or installment shall also be included in the lien and shall be due and payable to the Association. The lien for assessments shall also include interest at a rate of ten percent (10%) per annum on any assessment, installment, delinquency or late charge from the date such sum was first due and payable. The lien for assessments shall further secure costs of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the Lot, and reasonable attorneys' fees actually incurred. The lien for assessments shall also include the fair rental value of the Lot from the time of the institution of suit until the sale of the Lot at foreclosure or until the judgment rendered in such suit is otherwise satisfied. If any delinquent assessment or portion thereof is not paid within ten (10) days after written notice is given to the Lot Owner to make such payment, the entire unpaid balance of the assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full, and foreclosure proceedings may be instituted to enforce such lien. Such notice shall be sent by certified mail, return receipt requested, to the Lot Owner both at the address of the Lot and at any other address or addresses the Lot Owner may have designated to the Association in writing, specifying the amount of the assessments then due and payable, together with authorized late charges and interest accrued thereon. All actions for the collection of such assessments by suit, judgment and foreclosure of the aforesaid lien shall be brought in the same manner as other liens for the improvement of real property, and may include foreclosure rights as provided for by law; provided, however, no action to collect assessments shall include a request foreclose on the property of a Lot Owner unless the principal amount of any unpaid assessments (excluding costs of collection and attorney's fees) exceeds two thousand dollars (\$2,000.00).

The Board of Directors, acting on behalf of the Association, shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, encumber and convey the same. The lien for assessments shall lapse and be of no further effect as to assessments or installments thereof, together with late charges and interest applicable thereto, first becoming due and payable more than four (4) years prior to the institution of suit therefor. The Board of Directors of the Association may suspend the voting rights of a Lot Owner and the rights of the Lot Owner to use certain of the Common Areas and Easement Areas during the period in which any assessment or portion thereof remains unpaid and after at least ten (10) days' notice is given to the Lot Owner in the manner aforesaid.

4.6 Evidence of Payment. Any Lot Owner, mortgagee of a Lot, person having executed a contract for the purchase of a Lot, or lender considering the loan of funds to be secured by a Lot shall be entitled upon request to a statement from the Association or its management agent setting forth the amount of assessments past due and unpaid (with late charges and interest applicable thereto) against that Lot. Such request shall be in writing, delivered to the registered office of the Association, and shall state an address to which the statement is to be directed. Failure on the part of the Association to mail to the address specified in such request or otherwise furnish such a statement within five (5) business days from the receipt of such request shall cause the lien against the specified Lot for assessments which are, as of the expiration of such five day period, due and payable to be extinguished and of no further force or effect as to the title or interest acquired by the purchaser or lender, as the case may be, and successors and assigns, in the transaction contemplated in connection with such request. The information specified in such statement shall be binding upon the Association and every Lot Owner. Payment of a fee of Twenty Five Dollars (\$25.00), or such higher amount as may be established from time to time, which shall accompany such request, shall be required as a prerequisite to the issuance of such a statement. Should a request be made for information beyond the amount of assessments past due and unpaid, an additional reasonable fee for providing that information may be charged.

4.7 Priority of Lien. The lien created by this Article shall be prior and superior to all other liens except only (a) the lien for ad valorem taxes on the Lot, (b) the lien of any first priority mortgage, (c) the lien of any secondary purchase money mortgage to which the Lot is subject, provided that neither the grantee nor any successor grantee on the mortgage is the seller of the Lot, and (d) the lien of any mortgage recorded prior to the recording of this Declaration.

ARTICLE V

ADMINISTRATION

5.1 Administration of the Association. Subject to the provisions hereinafter set forth in this Article, the administration of the Association, the maintenance, repair, renovation, replacement and operation of the Common Areas, and other duties imposed upon the Association by the Governing Documents shall be the responsibility of the Association, and the exercise of

the powers and duties of the Association shall be in accordance with the Governing Documents.

5.2 Duties and Powers. The duties and powers of the Association shall be those set forth in the Governing Documents, together with those reasonably implied to effect the purposes of the Association. Except to the extent otherwise required by the Governing Documents, the powers herein or otherwise granted to the Association may be exercised by the Board of Directors, acting through its officers, without any further consent or action on the part of the Lot Owners. Subject to and in accordance with the provisions and limitations set forth in the By-Laws of the Association, each Director and each Officer of the Association shall be entitled to be indemnified by the Association in connection with any threatened, pending or completed action, suit or proceeding with respect to which such person was or is a party by reason of the fact that such person is or was a Director or Officer of the Association. In addition to all other powers set forth in the Governing Documents, the Board of Directors shall have the power to:

(a) designate, hire and dismiss the personnel necessary for the operation of the Association and the maintenance, repair and replacement of the Common Areas, Association property and the Easement Areas, and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;

(b) borrow money for the purpose of performing maintenance, repair, restoration or improvement of the Common Areas and Easement Areas and for other purposes, with approval of a majority of the members of the Association;

(c) grant permits, licenses, utility easements, and other easements over, through and under the Common Areas without a vote of the Owners; and

(d) acquire, hold and dispose of tangible and intangible personal property and real property.

5.3 Property. All funds received and title of all properties acquired by the Association and the proceeds thereof, after deducting therefrom the costs incurred by the Association in acquiring the same, shall be held for the benefit of the Lot Owners as herein provided and for the purposes herein stated. The shares of the Lot Owners in the funds and assets of the Association cannot be individually assigned, hypothecated or transferred in any manner except as an appurtenance to a Lot.

5.4 Rules and Regulations. Reasonable regulations, rules and requirements concerning the use of the Lots, appurtenances thereto, and the Common Areas and Easement Areas may be made and amended from time to time by the Board of Directors of the Association, provided that copies of such regulations, rules and requirements and amendments thereto shall be furnished by the Association to all Lot Owners. Such regulations, rules and requirements shall be binding upon and shall be complied with by the Lot Owners, their families, tenants, guests,

invitees and agents, until and unless any such regulation, rule or requirement is specifically overruled and canceled in a regular or special meeting by the vote of Members holding a majority of the total votes in the Association. Failure to abide by any such regulation, rule or requirement shall be grounds for an action by the Association and any aggrieved Member to recover damages or obtain injunctive and equitable relief or both and shall entitle the Association to assess reasonable fines and to any other remedies provided by this Declaration.

5.5 Management Agent. The Board of Directors may employ on behalf of the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing, including, without limitation:

(a) To establish (with the approval of the Board) and provide for the collection of the annual maintenance assessments and any other assessments provided for in this Declaration and to provide for the enforcement of liens therefor in a manner consistent with law and the provisions of this Declaration;

(b) To provide for the care, upkeep, maintenance and surveillance of the Common Areas and the Easement Areas;

(c) To designate, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the Common Areas and the Easement Areas;

(d) To promulgate (with the approval of the Board of Directors) and enforce such rules and regulations and such restrictions or requirements, "house rules" or the like as may be deemed proper respecting the use of the Common Areas; and

(e) To provide such other services (including accounting services) for the Association as may be consistent with law and the provisions of this Declaration.

Any management agreement entered into by the Association shall provide, *inter alia*, that such agreement may be terminated with or without cause by either party upon thirty (30) days' written notice thereof to the other party. The term of any such management agreement shall not exceed one (1) year; provided, however, that the term of any management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

5.6 Limitation of Liability. The Association shall not be liable for the failure of any services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to individuals or property or Lots caused by the elements or resulting from water which may leak or flow from any portion of the Common Areas, or the Easement Areas, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any Member for loss or damage, by theft or otherwise, for articles which may be stored upon the

Common Areas or the Easement Areas. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas or the Easement Areas, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE VI

INSURANCE

6.1 Common Areas Insurance.

(a) The Board shall have the authority to and shall obtain and continue in effect adequate casualty insurance, in such form as the Board of Directors deems appropriate, insuring all Common Areas and Easement Areas against loss or damage by fire or other such hazards deemed appropriate by the Board, including, without limitation, extended coverage and vandalism and malicious mischief, and coverage usually provided by the standard "all risk" endorsement. Such insurance coverage to be in an amount sufficient to cover the full replacement cost (without depreciation) of any repair or reconstruction in the event of damage or destruction from any such hazard.

(b) The Board of Directors shall conduct, at least once every two (2) years, an insurance review which shall include a replacement cost appraisal, without respect to depreciation, of all insured Common Areas and Easement Areas.

(c) All Property insurance policies obtained by the Board may contain reasonable deductibles, and the amounts thereof shall be added to the face amounts of such policies in determining whether the insurance coverage equals at least the full replacement cost of such insured improvements.

(d) All such insurance coverage obtained by the Board on Common Areas and Easement Areas shall be written in the name of the Association and costs of all such coverage shall be a common expense of the Association and subject to the provisions of Article VI of this Declaration. Exclusive authority to adjust losses under policies obtained by the Board and hereafter in force with respect to the Lots shall be vested in the Board. Insofar as permitted by law, the Association shall be required to make a good faith effort to secure insurance policies with the provisions hereinafter set forth:

(i) The insurer shall be financially sound and responsible and qualified to do business in the State of Georgia.

(ii) All property insurance policies shall be for the benefit of the Association.

(iii) All property insurance policies shall contain a waiver by the insurer of its right to repair and reconstruct instead of paying cash.

(iv) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by Owners or their Mortgagees.

(v) All policies shall contain a provision that no policy may be cancelled, invalidated, or suspended on account of the conduct of one or more of the individual Owners, or their respective families, tenants, agents, and guests or on account of the acts of any director, officer, employee, or agent of the Association or of its management agent without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.

(vi) All policies shall contain "Agreed Amount and Inflation Guard Endorsement" and a "Construction Code Endorsement."

(vii) The insurer shall provide appropriate certificates to each Lot Owner and each mortgagee, together with duplicate originals of the policies and proof of payment of the premiums.

6.2 Owner's Insurance. It shall be the responsibility and obligation of each Owner to obtain insurance, at his own expense, affording public liability coverage and/or fire and other hazard property damage covering his Lot.

6.3 Assessments. If the damage or destruction to Common Areas or Easement Areas for which the insurance proceeds are paid to the Association is to be repaired or reconstructed, and such proceeds together with the deductible amounts maintained on reserve are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment or assessments against all Lots if a Class B Expense and all Class A Lots if a Class A Expense to provide sufficient funds to pay such excess cost of repair or reconstruction. Additional assessments, as needed, may be made in like manner at any time during or following the completion of such repair or reconstruction.

6.4 Repair and Reconstruction. If the damage or destruction to the Common Areas or Easement Areas is to be repaired or reconstructed, the funds for the payment of repair or reconstruction shall consist of the proceeds of insurance, reserves for deductible amounts and funds collected by the Association from assessments as provided herein and shall be disbursed in payment of such costs in the discretion of the Board of Directors.

6.5 Additional Coverage. The Association shall maintain in effect at all times as a common expense any additional types of insurance coverage required by the Bylaws and this Declaration, including any workmen's compensation, officers' and directors' liability, or other insurance required by law, and such other insurance as the Board may from time to time deem appropriate.

ARTICLE VII

GENERAL PROVISIONS

7.1 Amendment. This Declaration may be amended at any time and from time to time by the assent of Members having at least two-thirds (2/3) of the total authorized vote of the Association (Class A and Class B members). In addition, this Declaration may be amended in such respects and in such manner as may be expressly permitted by the provisions of this Declaration. So long as the same shall not (a) adversely affect the title to any Lot, (b) change the percentage of undivided ownership interest in and to the Common Areas appurtenant to any Lot, (c) materially alter or change any Member's right to the use and enjoyment of his Lot or the Common Areas as set forth in this Declaration, or (d) otherwise make any material change in this Declaration, each Member agrees that, if requested to do so, such Member will consent to the amendment of this Declaration or the other Association instruments or the Bylaws or Articles of Incorporation of the Association if (i) such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with, or remove any conflict or inconsistency with, the provisions of any applicable governmental statute, rule, regulation, or judicial determination which shall be in conflict therewith, (ii) such amendment is required by the governmental statutes, laws, rules or regulations applicable to or promulgated by a governmental or quasi-governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any Lot, or (iii) any such amendment is necessary to enable any governmental agency to insure mortgage loans on the Lots based on the statutes, laws, rules or regulations applicable to or promulgated by such agency. The Board of Directors of the Association, without a vote of the members, may amend this Declaration for the sole purpose of electing to be governed by and comply with the provisions of the Georgia Property Owners Association Act, O.C.G.A. § 44-3-220 *et seq.*

Except as expressly permitted or required by the provisions of this Declaration, any amendment to this Declaration which would change the number of votes in the Association, or the liability for common expenses appertaining to any Lot (excluding conversion of a Class B Member to a Class A Member, and excluding changes resulting from new Members being added by written consents filed to this Declaration) shall be approved in writing by all Members and all holders of all mortgages encumbering the Lots. Any provision in this Declaration which may be construed to the contrary notwithstanding, any amendment to this Declaration which would materially change, alter, modify or rescind any right, title, interest or privilege herein expressly granted to the holder of any mortgage affecting any of the Lots shall require the prior written

approval of such holder.

Amendments to this Declaration or the other Governing Documents may be proposed by the Board of Directors of the Association or by petition signed by Members having at least fifty percent (50%) of the total votes of the Association. Agreement of the required majority of Members to any amendment of the Governing Documents shall be evidenced by their execution of the amendment, or, in the alternative, the sworn statement of the President, any Vice President or Secretary of the Association, attached to or incorporated in an amendment executed by the Association, in which sworn statement it is stated unequivocally that agreement of the required majority of Members was otherwise lawfully obtained, and that all required notices were given. Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the amendment itself. The written consent of any mortgagee required with respect to such amendment shall also be recorded with such amendment. The approval of any amendments by a mortgagee shall be deemed implied and consented to if the mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after the mortgagee receives notice of the proposed amendment sent by certified or registered mail, return receipt requested.

7.2 Duration. Except where permanent easements or other permanent rights or interests are herein created such as the obligation to share costs for common expenses which are permanent, the covenants and restrictions contained in this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date of recordation of this Declaration, after which the said covenants shall automatically be renewed and extended for successive periods of ten (10) years.

7.3 Construction and Interpretation. In all cases, the provisions set forth or provided in this Declaration shall be construed together and given the interpretation or construction which, in the opinion of the Board of Directors, will best effect the intent of the general plan of the Property. The provisions hereof shall be liberally interpreted, and if necessary, they shall be so extended or enlarged by implication as to make them fully effective. In the event of any conflicts or inconsistencies between this Declaration, the Bylaws, and any rules and regulations, the terms and provisions of the this Declaration, then the Bylaws, then the rules and regulations in that order, shall prevail

7.4 No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Areas or Easement Areas by any public or municipal agency, authority, or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Common Areas or Easement Areas.

7.5 Severability. Whenever possible, each provision of this Declaration shall be

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

7.6 Rights of Third Parties. This Declaration shall be recorded for the benefit of the Members and their mortgagees as herein provided, and no adjoining property owner or third party shall have any right, title or interest whatsoever in the Property or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and, subject to the rights of such mortgagees as herein provided, the Members shall have the right to cancel, extend, modify, amend or otherwise change the provisions of this Declaration without the consent, permission, or approval of any adjoining owner or third party.

7.7 Suspension of Use of Common Elements and Common Utilities. The Association may suspend the rights of a Lot Owner to use certain of the Common Areas as provided in this Declaration. No such suspension shall deny any Lot Owner or Occupants access to the Lot owned or occupied. Except as hereinafter set forth, no suspension shall cause any hazardous or unsanitary condition to exist.

7.8 Security. **The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety on the Property; however, each Owner, for himself or herself and his or her tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security on the Property. It shall be the responsibility of each Owner to protect his or her person and property and all responsibility to provide such security shall lie solely with each Lot Owner. The Association shall not be liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of safety measures undertaken.**

7.9 No Discrimination. No action will be taken by the Board of Directors or the Association that would unlawfully discriminate against any person on the basis of race, creed, color, national origin, religion, sex, sexual orientation, familial status, or handicap.

7.10 Gender and Grammar. The singular whenever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

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

7.12 Author. This Declaration was prepared by Randall M. Lipshutz , Lipshutz Greenblatt LLC, 100 Crescent Centre Parkway, Suite 200, Tucker, GA 30084.

IN WITNESS WHEREOF, the Association has executed this Declaration under seal this _____ day of _____, 2020.

COUNTRY WOODS - COUNTRY
CROSSING HOMEOWNERS
ASSOCIATION, INC.

By: _____
Title: _____

Attest: _____
Title: _____

[Corporate Seal]

Signed, sealed and delivered this _____
day of _____, 2020, in the presence of:

Unofficial Witness

Notary Public

EXHIBIT "A" - SUBMITTED PROPERTY

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Land Lots 332 and 389 of the 16th District, 2nd Section, Cobb County, Georgia, as shown on that certain Plat of Country Woods recorded at Plat Book 76, page 58, Cobb County, Georgia records, and more particularly described as follows:

Association Tract

All that tract or parcel of land as described in that Warranty Deed from Joe Lee Barnett Contractors, Inc., et al, to Country Woods-Country Crossing Homeowners' Association, Inc., filed July 17, 1980, at Deed Book 2208, page 199-200, Cobb County, Georgia records.

Individual Tracts

All those tracts or parcels of land owned by those members of Country Woods-Country Crossing Homeowners' Association, Inc., subscribing to this Declaration and as shown on the aforesaid plat or any earlier recorded version of said plat.

Future Tracts

All those tracts or parcels of land as shown as Lots on the aforesaid Plat of Country Woods as may be owned by individuals filing additional Consents to this Declaration on the deed records of Cobb County, Georgia, but filed subsequent to the date of recording of this Declaration.

CONSENT OF OWNER - CLASS A MEMBER

The undersigned owner of a Lot at Country Woods Subdivision hereby consents to the attached Declaration of Covenants, Conditions, Restrictions and Easements for Country Woods, which provides for adoption of mandatory membership and for other purposes.

Witness our hand and seal this ____ day of _____, 2020.

Lot Owner: _____ (Seal)
(Print Name) _____

Lot Owner: _____ (Seal)
(Print Name) _____

Address: _____

Signed, sealed and delivered
on the date above written
in the presence of:

Unofficial Witness

Notary Public