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Return to: GADDIS & LANIER, LLC
3330 Cumberland Blvd
Suite 500
Atlanta, GA 30339
Attention: Ashley Miller Lanier

STATE OF GEORGIA
COUNTY OF GILMER

Cross Reference: Deed Book: 1936
Page: 125

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS & EASEMENTS FOR LAKEVIEW RIDGE

THIS INSTRUMENT ESTABLISHES A MANDATORY MEMBERSHIP HOMEOWNERS ASSOCIATION BUT DOES NOT SUBMIT THIS DEVELOPMENT TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. §44-3-220, *et seq.*

PREPARED BY:

GADDIS & LANIER, LLC
Your Neighborhood Attorneys

Ashley Miller Lanier, Esquire
3330 Cumberland Blvd
Suite 500
Atlanta, GA 30339
www.gaddislanier.com

THIS DECLARATION is made on the date set forth below by RLF Tranquility Properties, LLC (hereinafter referred to as "Declarant");

W I T N E S S E T H

WHEREAS, Declarant is the owner of that certain real property located in Gilmer County, Georgia and is described in Exhibit "A" attached hereto and incorporated herein by this reference;

WHEREAS, a plat of survey for the Community prepared by Chastain + Associates, dated November 3, 2017 and last amended on _____, was filed in Plat Book 61, Page(s) 340, Gilmer County, Georgia Records; GRLS # 2718

WHEREAS, Declarant desires to subject the real property described in Exhibit "A" hereto, including the improvements thereof, to the provisions of this Declaration; and

WHEREAS, the property submitted in Exhibit "A" is also submitted to a Declaration of Covenants, Conditions and Restrictions recorded on September 15, 2015, in Deed Book 1936, Page 125 et seq., of the Gilmer County, Georgia land records, referred to herein as the "Declaration for Tranquility Outparcels," and

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" of this Declaration, including the improvements located and to be located thereon, is hereby submitted and made subject to the provisions of this Declaration. By virtue of the recording of this Declaration, said property shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the provisions of the covenants, conditions, restrictions, easements, assessments, and liens set forth and/or described in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property subject to this Declaration, and shall be binding on all Persons having any right, title or interest in all or any portion of the real property subject to this Declaration, their respective heirs, legal representatives, successors, successors in title and assigns, and shall be for the benefit of all owners of the property subject to this Declaration.

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1. NAME

The name of the Community is Lakeview Ridge Subdivision, which is a residential homeowners' development. This property is not submitted to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, *et seq.* (Michie 1982), as may be amended, but may be at a later date by amendment of the Board of Directors as set forth herein.

2. DEFINITIONS

Unless the context otherwise requires, capitalized terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall be defined as set forth in this Paragraph 2. Otherwise, the terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Georgia Nonprofit Corporation Code.

A. **Additional Property** shall mean all that real property set forth in Exhibit "D" which may be submitted to the Declaration by the Declarant by recording a Supplemental Declaration as set forth in Paragraph 3B below.

B. **Area of Common Responsibility** shall mean all areas of the Community that the Association is obligated to maintain as provided for herein, which shall include the Common Property, if any, and shall also include, but limited by, the following: the entry features for the Community, roads/streets, all storm water detention/retention ponds and facilities as specified in this Declaration, all street medians and street islands, any fence or wall erected by the Declarant, and any green space and/or open space.

C. **Architectural Control Committee** or **ACC** mean the committee established to exercise the architectural review powers set forth herein, which shall be the Board of Directors of the Association unless the Board appoints a separate Architectural Control Committee.

D. **Articles of Incorporation or Articles** means the Articles of Incorporation of Lakeview Ridge Homeowners' Association, Inc., filed with the Secretary of State of the State of Georgia, and incorporated herein by this reference as may be amended from time to time.

E. **Association** means Lakeview Ridge Homeowners' Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

F. **Association Legal Documents** means this Declaration and all exhibits hereto, the Bylaws, the Articles of Incorporation, the plats and all rules and regulations and architectural guidelines for the Association, all as may be supplemented or amended.

G. **Board or Board of Directors** means the appointed or elected body responsible for management and operation of the Association under the Georgia Nonprofit Corporation Code, O.C.G.A. § 14-3-101, *et seq.*

H. **Bylaws** means the Bylaws of Lakeview Ridge Homeowners' Association, Inc., attached to this Declaration as Exhibit "B" and incorporated herein by this reference as the same may be amended from time to time.

I. **Common Property** means any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.

J. **Common Expenses** means the expenses incurred or anticipated to be incurred for the general benefit of all Lots, including, but not limited to, those expenses incurred for maintaining, repairing, replacing, and operating the Common Property.

K. Community means that real estate which is submitted this Declaration and as described in Exhibit "A" attached hereto and incorporated herein by reference, and any such additions thereto as may be made by Supplementary Declaration as provided herein.

L. Community-Wide Standard means the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Declarant, the Board of Directors and/or the Architectural Control Committee.

M. Declarant shall mean RLF Tranquility Properties, LLC, its respective successors-in-title and assigns, provided that such successors and/or assignee are designated in writing by the Declarant as its successor-in-title and/or assign of the rights of Declarant set forth herein. The expiration of the Declarant Control Period shall not terminate or alter the status of the above-referenced entity and its successor-in-title and/or assign, as Declarant hereunder, or divest it of other rights specifically reserved to Declarant herein.

N. Declarant Control Period shall mean the period of time when the Declarant has the unilateral right to take, approve or consent to actions under this Declaration, the Articles of Incorporation and the Bylaws which shall be in full force and effect until the earlier of: (i) the date that the Declarant no longer owns any property in the Community and the date that the Declarant no longer has the right to unilaterally annex additional property to the Declaration; or (ii) the date of recording by Declarant in the Gilmer County land records, a written instrument terminating the Declarant Control Period.

O. Declaration means this Declaration of Protective Covenants, Conditions, Restrictions and Easements for Lakeview Ridge.

P. Declaration for Tranquility Outparcels shall mean that Declaration of Covenants, Conditions and Restrictions recorded on September 15, 2015, in Deed Book 1936, Page 125 *et seq.*, of the Gilmer County, Georgia land records. The property submitted herein shall be governed by this Declaration and the Declaration for Tranquility Outparcels, and the Association shall have the same enforcement authority as the Tranquility at Carter's Lake Owner's Association, Inc. for the Declaration for Tranquility Outparcels as provide for therein.

Q. Director means a member of the Association's Board of Directors.

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

S. Effective Date means the date that this Declaration is recorded in the Gilmer County, Georgia land records.

T. Eligible Mortgage Holder means a holder of a first Mortgage secured by a Lot who has submitted a request in writing to the Association to be deemed an Eligible Mortgage Holder. Such notice must include the mortgage holder's name and address and the Lot number or address of the property in the Community secured by such mortgage.

U. Lot means a portion of the Community, whether or not improvements are constructed thereon, intended for ownership and use as a single-family dwelling site subject to this Declaration, as shown may be on the Plats for the Community recorded in the Gilmer County, Georgia land records. The ownership of each Lot shall include, and there shall pass with the title to each Lot as an appurtenance thereto, whether or not separately described, all of the rights and interest of an Owner in the Common Property, as herein provided, together with membership in the Association.

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

W. **Mortgagee** or **Mortgage Holder** means the holder of any Mortgage.

X. **Occupant** means any person staying overnight in a dwelling on a Lot for a total of more than 30 days, either consecutive or nonconsecutive, in any calendar year.

Y. **Officer** means an individual who is elected by the Board of Directors to serve as President, Vice President, Secretary, or Treasurer or to hold such other office as may be established by the Board of Directors.

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

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

BB. **Plats** means those plats of the survey relating to the Community filed in Plat Book _____, Page _____ of the Gilmer County, Georgia land records. All of the Plats of survey are incorporated herein by this reference.

CC. **Residence** shall mean a dwelling constructed on a Lot.

DD. **Supplementary Declaration** shall mean an amendment or supplement to this Declaration which subjects additional property to this Declaration and/or imposes additional covenants, conditions, restrictions or easements on the land described therein.

EE. **Total Association Vote** shall mean all of the eligible votes attributed to members of the Association (including votes attributed to Declarant), and the consent of Declarant for so long as Declarant owns a Lot primarily for the purpose of sale. This calculation shall exclude the votes of any Owners whose voting rights have been suspended as provided for in this Declaration and the Bylaws, whether or not such members are present or represented at the meeting, if any, where such votes are to be cast. As an example and illustration, if there are 100 Lots in the Community and 24 of those Lots have suspended voting rights, then the Total Association Vote would be 76. In this illustration, a matter requiring a majority of the Total Association Vote would then require approval of 39 votes, which is a majority of 76.

FF. **Violator** means any Owner who violates the Association Legal Documents and any Owner's family member, guest or Occupant who violates such provisions; provided, however, if an Owner's family member, guest or Occupant violates the Association Legal Documents, the Owner of the relevant Lot also shall be considered a Violator.

3. **SUBMITTED PROPERTY AND ADDITIONAL PROPERTY**

A. **Submitted Property**

The real property in the Community subject to this Declaration is located in Gilmer County, Georgia, being more particularly described in Exhibit "A" attached to this Declaration, and incorporated herein by this reference and as may be shown on the Plats. Said submitted property shall be held, transferred, sold conveyed, used, occupied and encumbered subject to this Declaration.

B. Additional Property

Any property shown on any Plat, which property has not been submitted to the Declaration, may be submitted to the Declaration by recording a consent form executed by the owner of such property and by the Board of Directors. Other property not shown on any Plat may be submitted to this Declaration with the approval of Owners holding at least a majority of the eligible vote of the total Association membership and by recording a consent form executed by the owner of such property and by the Board of Directors.

Further, as the owner thereof, or if not the owner, with the consent thereof, Declarant shall have the unilateral right, privilege and option from time to time at any time until ten (10) years after the recording of this Declaration to subject all or a portion of the real property described in Exhibit "D", attached hereto and by this reference incorporated herein, to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Office of the Clerk of Superior Court of Gilmer County, Georgia, a Supplemental Declaration executed by Declarant describing the property being subjected. There shall be no obligation that Declarant submits any additional property.

Further, Declarant reserves the right to amend this Declaration so long as it has a right to annex additional property pursuant to this Paragraph for the purpose of removing any portion of the Community then owned by Declarant or the Association from the coverage of this Declaration, to the extent originally included in error or as a result of any changes whatsoever in the plans for the Community, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Community. Any such withdrawal shall be accomplished by filing an amendment to this Declaration describing the property removed, which amendment shall be effective upon recording in the Office of the Clerk of Superior Court of Gilmer County, Georgia unless a later effective date is provided therein. Such amendment shall be executed by Declarant and the Owner(s) of the property being removed and shall not require the vote or consent of any other Person.

4. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

A. Membership

The Association shall have one class of membership. Each Lot Owner shall be a member of the Association. This does not include persons who hold an interest merely as security for the performance of an obligation. The giving of a security interest shall not terminate an Owner's membership. No Owner, whether one or more Persons, shall have more than one membership per Lot owned in the Community. An Owner's spouse or Domestic Partner may exercise all membership rights and privileges of the Owner including the right to hold office, but in no event shall more than one office be held on each Lot owned. Nothing in this Section shall restrict the number of votes cast or the number of officers and directors appointed by the Declarant.

B. Voting

The Owner(s) of the Lot shall be entitled to one equally weighted vote for such Lot, which vote may be exercised and suspended as provided in this Declaration and the Bylaws.

5. ALLOCATION OF LIABILITY FOR COMMON EXPENSES

A. General Allocations

Except as provided below, or elsewhere in the Association Legal Documents, the amount of all Common Expenses shall be assessed against all the Lots equally.

B. Specific Special Assessments

Notwithstanding the above, the Board of Directors shall have the power to levy specific special assessments in its discretion, it shall deem appropriate, as follows:

(1) Any Common Expenses benefiting less than all of the Lots shall be specially assessed equitably among all of the Lots so benefited, as determined by the Board of Directors;

(2) Any Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the licensees or invitees of any such Lot or Lots shall be specially assessed against the Lot or Lots, the conduct of any Occupant, licensee or invitee of which occasioned any such Common Expenses; and

(3) Any Common Expenses significantly disproportionately benefiting all of the Lots shall be assessed equitably amount all of the Lots in the Community as determined by the Board; and

Failure of the Board to allocate Common Expenses as a Specific Special Assessment as provided for herein shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to do so in the future.

6. ASSESSMENTS

A. Purpose of Assessment

The Association shall have the power to levy assessments as provided herein. Assessments shall be used for any purpose the Board of Directors determines will benefit the Owners or the Community.

B. Creation of the Lien and Personal Obligation For Assessments

Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments and other charges levied pursuant to this Declaration and the Bylaws.

All assessments and charges levied against a Lot and its Owner, together with interest in the amount of 18% per annum, late fees in the amount of 10% per annum, costs and reasonable attorneys' fees actually incurred (including post-judgment attorneys' fees, costs and expenses), and rents (if the Board of Directors so elects), shall be: (1) a charge and a continuing lien against such Lot; and (2) the personal obligation of the Person who is the Owner of the Lot on the due date of the assessment. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance of the Lot. The Association, in the Board's discretion, may record a notice of such lien in the Gilmer County, Georgia land records evidencing the lien created under this Declaration. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; or (b) the lien of any mortgage, deed of trust or security deed recorded prior to the recording of this Declaration; or (c) the lien of any purchase money mortgage, provided that the mortgagee, beneficiary or security deed holder was not an owner of the Lot while any assessments, fines or charges were outstanding or unpaid.

Assessments shall be paid in such manner and on such dates as determined by the Board of Directors. No Owner may exempt himself or herself from liability, or otherwise withhold payment of assessments, for any reason whatsoever. Notwithstanding anything to the contrary stated herein, except to the extent provided otherwise in this Paragraph 6, Declarant shall have no obligation to fund budgetary deficits of the Association and shall not be obligated to pay any assessments on Lots owned by Declarant.

C. Delinquent Assessments

All assessments and charges not paid on or before the due date shall be delinquent, and the Owner shall be in default. In addition to the powers set forth below for collection of unpaid assessments and charges, the 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 10 days of the due date, or such later date as may be provided by the Board of Directors:

(1) a late charge equal 10% of the amount not paid may be imposed without further

notice or warning to the delinquent Owner;

(2) interest at the rate of 18% per annum shall accrue from the due date;

(3) the 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 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;

(4) Any and all legal fees for collection of the assessments shall be imposed without further notice; and

(5) the Association may bring legal action to collect all sums owed under the Declaration and Georgia law.

If assessments or other charges, or any part thereof, remain unpaid more than 30 days after the due date, the Owner's right to vote and use the Common Property are suspended automatically until all amounts owed are paid in full or the Board of Directors otherwise reinstates such rights in writing; provided, however, the Board may not deny ingress or egress to or from a Lot.

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.

D. Computation of Operating Budget and Assessment

To establish the annual assessment for a fiscal year, the Board of Directors shall prepare a budget covering the estimated costs of operating the Community, which may include a reserve contribution as provided below. The Board shall provide the budget to the Owners at least 60 days before the due date of such assessment, or the first installment thereof. The budget and the assessment shall become effective unless, before the due date of such assessment, a majority of the total Association membership votes to disapprove them at a duly called membership meeting.

If the membership disapproves the proposed budget or the Board of Directors fails for any reason to determine a new budget, the budget then in effect shall continue until a new budget is adopted as provided herein. The Board may adopt an adjusted budget at any time during the year following the procedure specified above.

The budget shall not operate as a limitation on expenditures by the Board of Directors. The budget is merely an estimate of Common Expenses on which the Board establishes the annual assessment. The Board of Directors shall have the right to: (i) not spend the full amount budgeted for any particular line item in the budget; (ii) spend more than what has been budgeted; and (iii) shift revenues within the budget from one line to another. Notwithstanding anything to the contrary stated herein, during the Declarant Control Period, Declarant or the Declarant appointed Board of Directors shall be authorized to unilaterally adopt a new or revised budget to reflect costs that were not contemplated at the time the initial, estimated operating budget for the Association was developed, or to reflect unanticipated changes in the costs of a line item in such budget.

The initial annual assessments shall be \$400 per year, which may be prorated based on the date of purchase. Any future increase in annual assessments in an amount greater than 15% of the previous year's annual assessments must be approved by a majority of those members present in person or by proxy at a duly called meeting.

Notwithstanding anything to the foregoing, Lot 235 shall only be obligated to pay 25% of the assessments levied on all other Lots, as this Lot will not be accessed via the Association roadways or use the entrance to Lakeview Ridge.

E. Special Assessments

In addition to the all other assessments and charges provided for herein, the Board of Directors may levy a special assessment against all Owners for any purpose; provided however, all special assessments must first be approved by at least a majority of those Owners either voting by written consent or ballot pursuant to the Bylaws. Notwithstanding the above, during the Declarant Control Period, the Declarant shall be authorized to levy a special assessment up to and including \$400.00 per fiscal year without a vote of the membership.

F. Capital Budget and Contribution

After the expiration of the Declarant Control Period, the Board of Directors may annually prepare a capital reserve budget, which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board may set the required capital reserve contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital reserve budget, with respect both to amount and timing by equal annual assessments over the period of the budget. The annual capital reserve contribution required, if any, shall be fixed by the Board and included within the budget and assessment as provided herein. A copy of the capital reserve budget shall be distributed to each member in the same manner as the operating budget.

Notwithstanding any other provisions of this Declaration, during the Declarant Control Period Declarant shall not be required to prepare a capital reserve budget, set any other capital reserve contribution, or otherwise collect amounts for capital reserves.

G. Foreclosure Administration Fee

It is recognized that foreclosures of mortgages on Lots create substantial administrative and other burdens on the Association. These additional burdens on the Association include, but are not limited to, having to monitor the status of mortgages and legal periodicals to determine when foreclosures occur, searching the Gilmer County, Georgia land records to determine the names of the purchasers at foreclosure sales, contacting the foreclosure purchasers/owners regarding foreclosure-purchaser responsibilities and assessment obligations and updating Association records multiple times to deal with just a single Lot. Pursuant to this Declaration, the Association is authorized to assess individual Owners certain fees and expenses occasioned by and benefiting just those Owners or those Owners' Lots. In accordance with these provisions, and in addition to annual assessments, special assessments, and other charges provided for in this Declaration, any Person who acquires a Lot at a foreclosure sale of the mortgage on such Lot, or by deed in lieu of a foreclosure, will be required to pay the Association a Foreclosure Administration Fee of \$1,000 at the time the foreclosure deed or deed in lieu of foreclosure is recorded in the Gilmer County, Georgia records. The Foreclosure Administration Fee shall constitute a specific assessment as described in this Declaration.

H. Statement of Account

Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments and charges due and unpaid, including but not limited to any late charges, interest, fines, attorneys' fees or other charges against such Lot.

I. Surplus Funds and Common Profits

Common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of Common Expenses shall be applied to the next year's operating budget.

J. Date of Commencement of Assessments

Assessments shall commence when the Declarant and/or Board of Directors first determines a budget and levies assessments. The assessments provided for herein shall commence as to a Lot on the first to occur of the date that the Lot is first occupied for residential purposes; or is conveyed by Declarant to an owner who is not a builders acquiring such Lot in the ordinary course of business or a successor Declarant. A Lot shall be occupied for residential purposes when it has been improved with a dwelling and has been conveyed to an Owner who intends to occupy the dwelling, or, if the dwelling is occupied as a residence before such conveyance, the date of such occupancy. Any Lot which has been approved by Declarant for the use as a model home for marketing and sales purposes shall not be deemed to be occupied for residential purposes and shall not be subject to assessments under this Declaration whether owned by the Declarant or any other Person, so long as such Lot is approved for use as a model home and is not occupied for residential purposes. Notwithstanding anything to the contrary herein, Declarant shall not be obligated for the payment of assessments for any Lot owned by Declarant.

K. Budget Deficits During Declarant Control

For so long as the Declarant has the authority to appoint the directors and officers of the Association, Declarant may: (a) advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the annual, special and specific assessments collected by the Association in any fiscal year (such advances shall be evidenced by promissory notes from the Association in favor of the Declarant); or (b) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for similar loans in the local area of the Community. No Mortgage secured by the Common Property or any of the improvements maintained by the Association shall be given in connection with this loan.

L. Combination of Two Lots for Assessment and Voting Purposes

Notwithstanding anything to the contrary herein, an Owner of two (2) directly adjacent Lots may be permitted with written Board approval to seek and receive permission from Gilmer County, Georgia to re-plat the two (2) Lots to create one (1) combined Lot. Once approved by the Board and combined as evidenced by a recorded survey approved by Gilmer County and showing the two (2) Lots combined as one (1) Lot, the Lot shall be forever deemed one (1) Lot for assessment and voting purposes. Lots so combined shall remained combined perpetually and may not be later subdivided. Further, no more than two (2) Lots may be combined.

7. MAINTENANCE RESPONSIBILITY

A. Owner's Responsibility.

Except as provided in Section B below, all maintenance of the Lot and all structures, parking areas, landscaping and other improvements on the Lot shall be the sole responsibility of the Owner, who shall maintain the Lot in a manner consistent with the Community-Wide-Standard and this Declaration.

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

B. Association's Responsibility

The Association shall maintain and keep in good repair the Area of Common Responsibility. This maintenance obligation shall include, without limitation, maintenance and repair, and replacement, subject to any insurance then in effect, all landscaping and improvements located on the Area of Common Responsibility. The Association shall maintain all Community entry features, including entry area landscaping, entrance monuments, gates, and any irrigation system and the expenses for water and electricity provided to such Community entry features, if any, regardless of whether said entry features are located on a Lot, private property, or public right-of-way. The Association shall maintain all storm water detention/retention ponds and storm water drainage facilities in the Community and any gate surrounding such facilities, regardless of whether such storm water facilities are located on a Lot, privately owned property or public right-of-way, if an to the extent the same are not maintained by a governmental entity; provided however, each Owner of a Lot, and not the association, shall be responsible for the maintenance of all storm water drainage facilities located on and used exclusively in connection with such Lot. The Association shall maintain all Community greenspace and open space, if any. The Association shall maintain any fence or wall installed or constructed by the Declarant, including, without limitation any perimeter fencing in the Community or any fence or wall surrounding a storm water detention/retention pond. The Association shall maintain all roads/streets within the Community including all street medians and street islands, if any. The Association shall maintain any property outside the Lots located within the Community which was originally maintained by the Declarant.

In addition, the Association shall have the right, but not the obligation, to maintain public rights of way adjacent to the Community and other property not owned by the Association; if the Board of Directors in its sole discretion determines that such maintenance would benefit the Community. At any point thereafter, the Board can cease to maintain such property and such maintenance obligation will revert back to the party originally responsible therefore.

The foregoing maintenance shall be performed consistent with the Community-Wide Standard.

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

If the Board of Directors determines that the need for maintenance or repair on the Area of Common Responsibility is caused through the willful or negligent act of any Owner or Occupant or his or her family, guests, tenants, or invitees, then the Association may charge the cost of any such maintenance, repair, or replacement as a specific special assessment against the Owner's or Occupant's Lot and the Owner thereof.

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

C. Failure to Maintain

If the Board of Directors determines that any Owner has failed or refused to discharge properly his or her maintenance, repair or replacement obligations pursuant to this Paragraph, then the Association shall give the Owner written notice of: (1) the Owner's failure or refusal; (2) the Association's right to provide

necessary maintenance, repair, or replacement at the Owner's sole cost and expense; and (3) the maintenance, repair, or replacement deemed necessary by the Board.

Unless the Board determines that an emergency exists or a violation is re-occurring for which notice previously has been issued hereunder, the Owner shall have 10 days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within 10 days. If the Board determines that an emergency exists, a violation is re-occurring for which notice has been previously issued hereunder or an Owner has not complied with the demand given by the Association hereunder, the Association may provide any such maintenance, repair or replacement, the costs of which shall be a specific special assessment against the Owner and the Lot.

D. Maintenance Standards and Interpretation

The Board of Directors may establish, interpret and enforce maintenance standards for the Community. These standards may vary over time, however, the variances shall not constitute a waiver by the Board of the right to establish and enforce maintenance standards under this Paragraph. No Board decision or interpretation regarding maintenance standards shall constitute a binding precedent with respect to subsequent Board decisions or interpretations.

8. ARCHITECTURAL CONTROLS

A. Architectural Control Committee

Except as specifically authorized by this Article, during the Declarant Control Period there shall be no Architectural Control Committee ("ACC") and all modifications must receive the prior written approval of the Declarant. Further, the regulations set forth in this Paragraph 8 shall not apply to the activities of the Declarant, affiliates of Declarant, any builders approved by Declarant, nor to improvements to the Common Property by or on behalf of the Association. This Paragraph may not be amended during the Declarant Control Period without the express written consent of the Declarant. The Declarant shall have all powers set forth for the Board of Directors and the ACC in this Paragraph 8 until the end of the Declarant Control Period. After the Declarant Control Period, the Board of Directors may establish the ACC to be a standing committee of the Association. Unless and until an ACC is established, the Board of Directors shall make all architectural decisions as required herein. The Association, Board of Directors, ACC, and members thereof, are not responsible for ensuring, and shall not be held liable for any injury, damage or loss arising out of: (1) the quality, structural integrity or soundness of any modification on a Lot; or (2) any modification's compliance with building codes, zoning regulations or other governmental requirements.

B. Limitation on Exterior Modifications

Except as otherwise provided herein, no Owner, Occupant, or any other person may, without written approval of the Board or ACC:

- (1) construct any dwelling or other improvement on a Lot;
- (2) make any change or alteration that affects the exterior appearance of the Lot; or
- (3) erect, place or post any object or thing on the Lot that affects the exterior appearance of the Lot.

Additionally, no modification shall encroach onto the Area of Common Responsibility unless expressly approved in writing by the Board.

C. Design Guidelines

The initial Design Guidelines are attached hereto as Exhibit "E" and incorporated herein. These Design Guidelines may be changed during the Declarant Control Period by the Declarant unilaterally, and after the Declarant Control Period by a majority vote of the Board of Directors and a majority vote of those members present in person or by proxy at a duly called meeting of the membership.

9. USE RESTRICTIONS

Each Owner shall be responsible for ensuring that the Owner's family, guests, tenants and Occupants comply with all provisions of the Association Legal Documents. In addition to the following use restrictions, the Board of Directors may establish rules and regulations in accordance with the terms hereof and as specified in the Bylaws.

A. Residential Use

Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot or any portion of the Community, except that the Owner or Occupant residing in a dwelling on a Lot may conduct ancillary business activities within the dwelling so long as:

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

(2) the business activity does not involve visitation or deliveries to the Lot by employees, clients, customers, suppliers, couriers, mail carriers, or other business invitees in greater volume than would normally be expected for a Lot without business activity;

(3) the business activity does not involve use of the Common Property, except for necessary access to and from the Lot by permitted business invitees;

(4) the business activity is legal and conforms to all zoning requirements for the Community;

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

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

The Association has no liability for any business activity in the Community. The Association also has no liability for any action or omission by it, its Directors, Officers, agents, representatives and/or vendors, that may adversely impact an Owner's or Occupant's business activity. Each Owner and Occupant hereby releases and holds harmless the Association, its Directors, Officers, agents, representatives and/or vendors, for any interruption or suspension of, or any damages to, any business activities conducted on a Lot. Owners and Occupants shall obtain whatever supplemental insurance may be necessary to protect their business assets, business continuity and business interests on their Lots. The Association is not obligated to obtain any insurance coverage for any Owner's or Occupant's business activity.

The term "business," as used in this provision, shall include, without limitation, any occupation, work or activity that involves the provision of goods or services to persons other than the provider's family for a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore

B. Number of Occupants

No more than two Occupants per bedroom are permitted in the dwelling, as such bedrooms are depicted on the plans for such dwelling approved by the applicable governmental agency. This occupancy restriction shall not apply to require the removal of any person lawfully occupying a dwelling on the Effective Date hereof. Upon written application, the Board of Directors shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988.

If an Owner is a corporation, limited liability company, partnership, trust or other legal entity not being a natural person, the Owner shall designate in writing to the Board the name(s) of the person(s) who will

occupy the dwelling on the Lot. The designated person(s) to occupy the dwelling may not be changed more frequently than once every 12 months without the Board's written consent.

C. Subdivision of Lots

No Lot may be subdivided into a smaller Lot without the prior written approval of the Board of Directors.

D. Use of Area of Common Responsibility

There shall be no obstruction of the Area of Common Responsibility, nor shall anything be kept, parked or stored on or removed from any part of the Area of Common Responsibility without the express written consent of the Board of Directors. The Association may remove and either discard or store any unauthorized personal property left or kept on the Area of Common Responsibility and the Association shall have no obligation to return, replace or reimburse the owner for such property. The Association is not liable to any Person for any loss of, theft of, or damage to any personal property.

E. Prohibition of Damage and Illegal Conduct

Without prior written consent of the Board of Directors, nothing shall be done or kept in the Community which would increase the Common Expenses, damage the Common Property, or be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body. Noxious, destructive, offensive, hazardous, or unsanitary activity shall not be carried on in the Community, as such activity or conduct may be defined in the Association's rules and regulations.

F. Firearms

The display or discharge of firearms on the Common Property is prohibited, except: (1) by law enforcement officers; and (2) to transport lawful firearms across the Common Property to or from a Lot. The term "firearms" includes, but is not limited to, any device which will or can be converted to expel a projectile by the action of an explosive or electrical charge or by the action of compressed air. Examples of "firearms" as described in this section include, but are not limited to, handguns, rifles, shotguns, stun guns, tasers, "B-B" guns, pellet guns and paintball guns.

G. Pets

No animals, livestock, or poultry of any kind may be raised, bred, kept or permitted on any Lot with the exception of dogs, cats or other usual and common household pets in reasonable number, as determined by the Board. No dogs determined in the sole discretion of the Board to be dangerous dogs may be brought onto or kept on the Property at any time by any Lot Owner, Occupant, or guest of an Owner or Occupant. Any pet which endangers the health of any Owner or Occupant of any Lot or which creates a nuisance or unreasonable disturbance, as may be determined in the sole discretion of the Board of Directors, must be permanently removed from the Property upon seven (7) days' written notice by the Board of Directors. If the Owner or Occupant fails to comply with such notice, the Board may remove the pet. Any pet which, in the sole discretion of the Board, presents an immediate danger to the health, safety or property of any member of the community may be removed by the Board without prior notice to the pet's owner. Feces left by pets on the Community must be removed promptly by the owner of the pet or the person responsible for the pet. Any Owner or Occupant who keeps or maintains any pet in the Community agrees to indemnify and hereby holds harmless the Association, its Directors, Officers, and agents, from any loss, damage, claim or liability of any kind or character whatsoever related to such pet. The Board may establish additional rules regarding pets in the Community, which may include restrictions on the breeds, number and/or size of permitted pets.

H. Parking

Vehicles only may be parked in garages, driveways on Lots, designated parking spaces, or other areas authorized in writing by the Board. Vehicles may not be parked on any grass or landscaped areas on Lots.

Disabled and stored vehicles are prohibited from being parked in the Community, except in garages. For purposes of this subparagraph, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains in the Community, other than in a garage, for 14 consecutive days or longer without prior written consent of the Board.

Boats, jet-skis, all trailers, buses, taxis, hearses, limousines, recreational vehicles, motor homes, campers, panel trucks, trucks with a cargo-load capacity of one ton or more, full-size vans (excluding vans used by handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Georgia Department of Motor Vehicles), vehicles containing visible evidence of commercial use (such as tool racks, ladders, ladder racks or tow winches), and vehicles with commercial writings on their exteriors (except for law enforcement vehicles marked as such) are also prohibited from being parked in the Community, except: (1) in garages or as otherwise approved by the Board; (2) in the case of service vehicles, on a temporary basis during daytime business hours or during emergencies for the purpose of serving a Lot, (3) in the driveway on a temporary basis not to exceed fourteen (14) days in a fiscal year, or (4) behind the dwelling only if such location does not allow the vehicle to be visible from the road or other Lots. The Board may establish additional rules regarding vehicles and parking in the Community, which may include restrictions on the number of vehicles which may be parked in the Community.

If any vehicle is parked in the Community in violation of this Paragraph or the Association's rules, the Board or agent of the Association may tow or boot the vehicle after 24 hours written notice. Such notice shall: (1) be placed on the vehicle; (2) specify the nature of the violation; (3) warn of possible towing or booting; and (4) state the name and telephone number of a person to contact regarding the violation. If 24 hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six months of such notice, the Board or agent of the Association may have the vehicle towed or booted in accordance with the original notice and without further notice. If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or Occupant's Lot or dwelling, is obstructing the flow of traffic, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed or booted immediately.

The Association has no liability for any towing or booting in accordance with this subparagraph. Each Owner and Occupant hereby releases and holds harmless the Association, its Directors, Officers, agents and representatives, for any claim or damage from any such towing or booting. The Association's right to tow or boot is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines.

I. Signs

Except as may be provided for herein or as may be required by legal proceedings or any governmental construction permitting process, no signs, advertising posters, political placards or billboards of any kind shall be erected, placed, or permitted to remain in the Community without the prior written consent of the Board of Directors or ACC, other than: (1) two professional security signs not to exceed six inches by six inches each in size displayed on a Lot; (2) one professionally lettered "For Sale" sign not to exceed 24" by 36" in size displayed on a Lot (which dimensions shall apply to the sign only and does not apply to post size); and (3) three professionally lettered political candidate endorsement placards not to exceed 24" by 30" in size displayed on a Lot from 60 days before an election to five days after such election. The Board may establish rules permitting temporary signs on Lots announcing open houses, births, birthdays or other events for limited periods of time. The Board shall have the right to erect signs on the Common Property.

J. Rubbish and Trash

Owners and Occupants shall regularly remove all rubbish and trash from the Lot. No rubbish or trash shall be placed on the Common Property, except as provided herein. Rubbish and trash shall be disposed of in appropriate sealed bags and placed in proper receptacles for collection. The Board may establish additional rules regarding placement of trash cans for pick-up and/or storage, including requiring trash removal in the Community from a single vendor and establishing schedules for trash can placement and trash pickup. All clotheslines, garbage cans, woodpiles, swimming pool pumps, filters, and related equipment and other similar items shall be located or screened so as to be concealed from view of the neighboring Lots and Common Property and the street on which the Lot (on which the item is located) fronts. All construction debris, rubbish, trash and garbage shall be regularly removed and shall not be allowed to accumulate. Basketball hoops and

goals shall not be attached to the exterior portion of any house, garage or other building structure constructed on a Lot or placed on any other portion of a Lot except as provided below. Notwithstanding the above, free standing basketball poles, goals and backboards may be erected immediately adjacent to the driveway on a Lot provided that they are set back at least twenty-five (25') feet from the front of the Lot, the poles are metal and painted black or such other color as is approved by the Architectural Control Committee and the goal and backboard are manufactured and not home made.

K. Unsightly or Unkempt Conditions

Owners and Occupants are prohibited from engaging in activities which cause disorderly, unsightly or unkempt conditions on the Common Property or outside of a dwelling in the Community, such as the assembly and disassembly of motor vehicles and other mechanical devices. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the dwelling. Only appropriate outdoor items, such as neatly stacked firewood, potted plants, patio furniture and grills may be kept outside the dwelling on any Lot. Owners and Occupants shall maintain such items in a neat and attractive condition, as determined in the Board's sole discretion.

L. Drainage

Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. Each Owner and Occupant shall ensure that any drainage grating and/or headwalls on the Owner's Lot are clear of obstruction and debris. Furthermore, no Owner or Occupant may obstruct or rechannel the drainage flows across the Owner's Lot.

M. Erosion Control; Contamination

No Owner or Occupant shall engage in any activity which creates erosion or siltation problems or causes contamination of or damage to any stream, water course or any other Lot in the Community. Each Owner and Occupant shall be liable for all damages and restoration costs resulting from such unauthorized activity. Any grading performed in violation of any county, state or federal ordinance, statute or regulation shall be deemed to be a noxious or offensive activity and may result in fines by the Association, or in a civil action to enjoin such activity.

N. Impairment of Easements

No Owner or Occupant shall impair any easement existing in the Community, or do any act or allow any condition to exist which will adversely affect the other Lots or their Owners or Occupants.

O. Sight Distance at Intersections

All property located at street intersections shall be landscaped and kept so as to permit safe sight across the street corners. No vehicle, fence, wall, hedge, shrub, tree or other landscaping shall be placed or permitted to remain where it would create a traffic or sight problem, or in a location which obstructs sight lines at elevations between two and six feet above the streets shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property line and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property of the street lines extended. The same sight line limitation shall apply on any Lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

P. Tree Removal

No commercial cutting of timber shall be permitted on any Lot. However, the clearing of home sites, pastures or clearing to establish views from the homesite is permitted provided that no more than forty-five percent (45%) of trees that measure ten (10) inches or greater in diameter at the base of the trunk of the tree on any Lot may be cleared. The removal of any dead or leaning trees is not prohibited in any circumstance. Cutting of smaller trees/bush hogging is permitted and will not be considered part of the forty-

five percent (45%) allowed clearing so long as trees that are cut are less than ten (10) inches in diameter at the base of the trunk of the tree. Existing open land or pasture will not be considered part of the forty-five percent (45%) allowed clearing.

Q. Yard Sales

Yard sales, garage sale, flea market or similar activity may only be conducted not more than once in any 3-month period without the prior written consent of the Board of Directors and subject to all reasonable conditions that the Board may impose.

R. Garages

If garage space is available, Owners and Occupants should park their cars and other motor vehicles in the garage before parking in the driveway. Garage doors also should remain closed when not in use for ingress, egress or garage use, or when the Owner or Occupant is not outside on the Lot. Garage conversions are prohibited; provided, however, that all garage conversions in existence on the Effective Date, and made in compliance with all of the terms of the Original Declaration, shall not constitute a violation of this requirement. The Board may establish additional rules regarding garages.

S. Window Treatments

Unless otherwise approved in writing by the Board of Directors, all windows on a dwelling on a Lot which are exposed to a street or another dwelling shall have customary and appropriate window treatments. All window treatments shall be of a neutral color as to portions that may be seen from the exterior of the home.

T. Antennas and Satellite Dishes

Except as provided below or otherwise approved by the Board of Directors, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors in any portion of the Community. Direct broadcast satellite ("DBS") antennas and multi-channel multi-point distribution services ("MMDS") one meter or less in diameter and television broadcast service antennas may be installed in accordance with rules and regulations of the Federal Communication Commission ("FCC") and the Association. Any such devices shall be installed in the least conspicuous location available on the Lot that permits reception of an acceptable quality signal.

U. Swimming Pools

No above-ground swimming pools shall be allowed with the exception of inflatable infant wading pools.

V. Driveways

All driveways shall be surfaced with concrete or a similar substance that is approved by the ACC. Lots 239 and 240, as well as Lots 254 and 255, shall be served by a single shared driveway. For these Lots, parking and/or storing items on the shared portion of the driveway shall be strictly prohibited. The shared portions of the driveways shall remain clear and free of debris at all times. Maintenance costs for the shared portion of the driveway shall be split equally by the respective owners of the Lots the particular driveway serves.

W. Sale Period. Notwithstanding any provisions contained in this Declaration to the contrary, during the period of the sale of the Lots, it shall be expressly permissible for Declarant, its contractors, agents, employees, assigns and representatives, to maintain and carry on, upon such portion of the Community as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the completion and sale of the Lots, including, but without limitation, business offices, signs, model Lots and sales offices.

X. Entry Features

Owners shall not alter, remove or add improvements to any Community entry feature, monument, gate, and/or fencing constructed or erected by the Declarant or the Association on any Lot, or any party of any easement area associated therewith without prior approval in accordance with the provisions of Paragraph 8 herein.

Y. Buffer/Setback Area

Portions of the Community contain buffer and/or setback areas, as more particularly shown on the recorded subdivision plat for the Community and as referenced in the Declaration for Tranquility Outparcels. Any construction or land disturbing activities performed in said buffer/set back areas, if any, shall be approved pursuant to Paragraph 8 herein, as well as the requirements set forth under the Declaration for Tranquility Outparcels and shall comply with all Gilmer County rules, regulations and zoning conditions applicable to such areas. Additionally, no structure, other than a fence, may be built within fifteen (15) feet of any side property line and fifteen (15) feet from rear or any right of way for any subdivision roadway. An easement for installation and maintenance of utilities, and for construction and maintenance of drainage facilities is hereby reserved in favor of the Declarant and the Association, located fifteen (15) feet in width along all side Lot lines and along all Lot lines fronting on any road in the Community.

Z. Square Footage

No residence shall be erected, constructed, maintained, used or permitted to remain on any Lot other than one single-family dwelling. Any residence must adhere to the Design Guidelines set forth in this Declaration, and receive prior written approval as required herein. Each residence to be constructed on a Lot shall have a minimum finished heated and cooled area of 1,200 square feet for a residence with a minimum of 800 square feet on the first floor or level of the home built above the basement of the house. On a multi-level structure, a full walk-out basement can be considered part of the square footage if it is heated space, has a permanent floor (i.e. poured cement, etc.), and has minimum ceiling height of eight (8) feet throughout entire basement square footage; however the basement cannot and will not be considered as the first floor of dwelling. Once construction has begun on said dwelling, all exterior construction must be completed within one (1) year of the commencement of construction.

AA. Guest Suites/Houses

A guest suite building may be constructed, which is complimentary to the primary building and constructed of the same materials. If a guesthouse is constructed, the guesthouse cannot exceed the primary building either in height or square footage. The guesthouse must be a minimum of 800 square feet of enclosed, heated space. Said guesthouse may only be constructed after the completion of construction of the primary residence, and must adhere to the Design Guidelines set forth in this Declaration and receive prior written approval as required herein. Once construction has begun on said guesthouse, all exterior construction must be completed within one (1) year of the commencement of construction.

BB. Solar Panels

No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure.

CC. Camping

This Community is not to be used as a campground. Lot owners are not, however, prohibited from overnight stays in professionally manufactured equipment, provided the camping equipment is not left on any Lot for more than ten (10) out of any thirty (30) day period and is not in violation of any local ordinance. Tent camping is allowed provided tent(s) are not visible from any road or roadway or any adjacent lot. Permanent residence in any type of camping equipment is strictly forbidden.

DD. Outbuildings

No more than one outbuilding may be constructed on any Lot. Said outbuilding shall be used only for the purposes of housing boats, cars, RVs, as well as, lawn and garden equipment. Said building must be constructed in a workman-like manner and may not be constructed more than one year prior to construction of the main residence. This building must be enclosed on at least three sides and the top with some sort of door, which would thus close in all four sides of the building, and must conform generally in appearance to the dwelling located on such Lot. All outbuildings are subject to prior written approval from the ACC/Board of Directors.

EE. Leasing

Leasing of Residences is allowed by any Owner who is in good standing, who is not delinquent in the payment of assessments and is not in violation of any of the covenants as of the date of the lease. The Owner must provide the tenant copies of this Declaration, By-Laws or any rules and regulations promulgated thereto. The Owner and each tenant and Occupant shall comply with all provisions of the Declaration, Bylaws or any rules and regulations of the Lakeview Ridge Community. The Owner and tenant also are responsible for violations by any occupants and guests of the Residence; notwithstanding the fact that such occupants are fully liable and may be sanctioned for any such violation.

FF. Violations

If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the ACC pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the ACC such violation shall have occurred, the ACC shall notify the Association. If the Board shall agree with the determination of the ACC with respect to the violation, then the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the owner shall not have taken remedial action within thirty days after the mailing of the aforesaid notice of violation, then the Association shall have the Right of Abatement as set out herein.

10. SALE OF LOTS

An Owner intending to transfer or sell a Lot or any interest in a Lot shall give the Board of Directors written notice of such intention within seven days after executing the transfer or sales documents. As part of the notice, the current Owner shall furnish the Board the name and address of the intended grantee and such other information required by the Board. This Paragraph shall not be construed to create a right of first refusal in the Association or in any third party.

Within seven days after receiving title to a Lot, the purchaser or grantee of the Lot shall give the Board written notice of his or her ownership of the Lot. As part of the notice, the new Owner shall furnish the Owner's name, mailing address and such other information required by the Board.

11. INSURANCE

A. Hazard Insurance on Common Property

The Board of Directors shall obtain hazard insurance for all insurable improvements on the Common Property. This insurance shall include, at a minimum, coverage for fire, wind, storm, hail, vandalism, malicious mischief and civil commotion and shall be in an amount sufficient to cover the full replacement cost of such insurable improvements. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

B. Association Liability Insurance

The Board shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, in their capacities as such, with a combined single limit of at least \$1,000,000.00.

C. Directors' and Officers' Liability Insurance

The Board shall obtain a Directors' and Officers' liability insurance policy with a limit of at least \$1,000,000.00.

D. Fidelity Insurance

The Board shall obtain a fidelity bond or dishonesty insurance on Directors, Officers, employees, and other persons handling or responsible for the Association's funds, regardless of whether they are compensated by the Association. If reasonably available, the fidelity bond or dishonesty insurance shall cover at least one-quarter of the annual assessments from all members plus the reserve funds in the custody of the Association at any time during the term of the bond or policy. The bond or policy must provide that it may not be canceled, substantially modified or subject to non-renewal without at least 30-days prior written notice to the Association.

E. Additional Association Insurance

The Board may obtain such additional insurance as it deems appropriate.

F. Premiums and Deductibles on Association Policies

Premiums for all Association insurance shall be a Common Expense. The policies may contain reasonable deductibles. Deductibles shall not be subtracted from the face amount of the policies in determining whether the insurance equals the full replacement cost of the insurable improvements.

G. General Insurance Provisions

In addition to any other terms the Board deems appropriate, all Association insurance shall be governed by the following provisions:

- (1) All policies shall be written with a company licensed to do business in Georgia;
- (2) All policies on the Common Property shall be in the name of the Association for the benefit of itself and its members;
- (3) The Board shall have exclusive authority to adjust losses under all Association insurance policies;
- (4) The insurance carried by the Association shall be primary and shall not be brought into contribution with insurance purchased by individual Owners, Occupants, or their Mortgagees;
- (5) All hazard insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if reasonably available; and
- (6) A qualified person who is in the real estate industry and familiar with construction in the county where the Community is located shall review the Association's hazard insurance policy at least bi-annually to evaluate the sufficiency of such coverage.

H. Individual Lot Owner Insurance

Each Owner shall carry hazard insurance on the Owner's Lot and the structures thereon meeting the same requirements as set forth in subparagraphs (A), (F), (G)(1) and (G)(5) of this Paragraph for insurance on the Common Property.

12. REPAIR AND RECONSTRUCTION AFTER CASUALTY DAMAGE

A. Common Property

In the event of damage to or destruction of any structure on the Common Property, if any, the Board of Directors shall arrange for and supervise the prompt repair or reconstruction of such structure, with such improvements or modifications it deems appropriate, unless 80% of the Owners vote not to do so.

(1) Construction Fund.

Any insurance proceeds collected on a claim against any Association hazard policy and any special assessments collected pursuant to subparagraph (2) below shall constitute a construction fund to be used by the Board for repair or restoration pursuant to this Paragraph.

(2) Proceeds.

If the proceeds of insurance are not sufficient to defray the Board's estimated or actual costs of repair or reconstruction, including, but not limited to, any professional fees and premiums for construction bonds the Board deems necessary, the Board may levy a special assessment against all Owners without the necessity of a membership vote or compliance with any other requirements for approval of special assessments in this Declaration. Any surplus funds remaining after the repair or reconstruction is completed shall be common funds of the Association to be used as determined by the Board.

B. Lots

In the event of damage to or destruction of any structure on a Lot, the Owner shall either: (1) within 180 days, repair or reconstruct such structure in accordance with plans and specifications approved by the ACC; or (2) within 60 days, clear the Lot of all debris and sod or landscape all portions of the Lot as approved by the ACC.

13. EMINENT DOMAIN

Whenever any Common Property is taken by, or conveyed in lieu of condemnation to, any authority having condemnation or eminent domain power, the Board of Directors shall give notice thereof to each Owner. If any structure on the Common Property is so taken or conveyed, the Board shall arrange for and supervise the prompt reconstruction of such structure, to the extent sufficient Common Property is available, with such improvements or modifications it deems appropriate, unless 80% of the Owners vote not to do so.

If proceeds from the condemning authority are not sufficient to defray the Board's estimated or actual costs of reconstruction, including, but not limited to, any professional fees and premiums for construction bonds the Board deems necessary, the Board may levy a special assessment against all Owners without the necessity of a membership vote or compliance with any other requirements for approval of special assessments in this Declaration. Any surplus funds remaining after the reconstruction is completed shall be common funds of the Association to be used as determined by the Board.

14. EASEMENTS

A. Easements for Use and Enjoyment

Every Owner shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to his or her Lot, subject to the Association's right to:

(1) borrow money as provided in the Bylaws, subject to the rights, interests, easements and privileges of the Owners set forth in this Declaration; and

(2) grant permits, licenses or easements across the Area of Common Responsibility.

The Owners' rights and easements granted in this Paragraph are subject to: (1) all other rights of the Association and other Owners set forth in this Declaration, the Bylaws or the Articles of Incorporation; and (2) all encumbrances and other matters of public record affecting title to the Area of Common Responsibility.

B. Easements for Utilities

There is hereby reserved to the Association, or its designee, blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, repair, replacement, and maintenance of: (a) gas, water, sanitary sewer and electricity services and all other utilities serving any portion of the Community; (b) any water runoff and storm drainage systems; and (c) any other services such as, but not limited to, any telephone and telecommunication systems, master television antenna system, cable television system or security system serving the Community. The Board of Directors has the right to grant a specific license or easement by separate recordable document to any party furnishing such utilities or services.

C. Easement for Entry.

There is hereby reserved to the Association and its designee, an easement and right, but not the obligation, to enter onto any Lot for emergency, life-safety, security and safety. The right may be exercised by the Association's Board of Directors, Officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after notice to the Owner or Occupant. This right of entry shall include the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event that an Owner fails or refuses to cure the condition upon request by the Board. No one exercising the easement and rights granted in this Paragraph shall be liable for trespass, damages, or in any other manner by virtue of exercising such rights. The failure to exercise the rights herein or to exercise said rights in a timely manner shall not create liability to any of the above-referenced parties, it being agreed that no duty to enter a Lot shall exist.

D. Easement for Association Maintenance.

There is hereby reserved to the Association and its designee, an easement and right across all portions of the Community, to allow the Association to fulfill the maintenance obligations described in this Declaration. This easement shall be exercised with a minimum of interference to the quiet enjoyment of the Owner's property, reasonable steps shall be taken to protect the Owner's property, and any Person causing damage to the Owner's property shall repair the damage at its sole expense.

E. Easement for Street Signs.

There is hereby reserved to the Association and its designee, an easement and right across all portions of the Community for ingress to, egress from, installation, construction, landscaping and maintenance of street signs for the Community. This easement right shall include, but not be limited to, the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around all street signs.

F. Easement for Entry Features.

There is hereby reserved to the Declarant and the Association and its designee, an easement and right over and upon each Lot which is bounded by the right-of-way providing primary access to the Community and every other Lot located at the corner of a street intersection in the Community for ingress to, egress from, installation, construction, landscaping and maintenance of entry features and similar streetscapes for the Community. This easement right shall include, but not be limited to, the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around the entry features and the right to grade the land under and around the entry features. Owners shall not alter, remove or add improvements to any entry features on any Lot, or any part of any easement area associated therewith without the prior written consent of the Board of Directors.

G. Public in General.

The easements and rights created in this Paragraph do not, are not intended to, and shall not be construed to create any easements or rights in or for the benefit of the general public; provided, however, nothing set forth herein shall in any way limit or restrict any easements or rights already granted to the public as such easements or rights are previously recorded in the Gilmer County, Georgia land records. The Board of Directors hereby reserves the right to close temporarily, all or any portion of the Community that, in the reasonable opinion of the Board, may be legally necessary to prevent a dedication of such property, or the accrual of any rights to such property, to the general public or to any Person other than the Persons for which such easements are expressly created in this Declaration.

H. Easements Drainage.

There is hereby reserved by the Declarant and granted to the Association an easement upon, across, above and under all storm water drainage easements areas as shown on the recorded plats for the Community for access, ingress, egress, installation, alteration, repairing, replacing, and maintaining the storm water drainage systems and related facilities serving the community or any portion hereof. This easement shall include the right to construct and maintain catch basins, retention ponds, detention ponds, drainage swales, storm sewers, storm drains, sloping banks, cut or fill. In addition, there is hereby reserved to the Declarant and granted to the Association a blanket easement across all Lots for creating and maintaining satisfactory drainage in the Community; provided, however, such easement area shall not include any portion of a Lot within the outer perimeter of the dwelling structure. It is anticipated that increased storm water run-off across lower lying Lots will result from the construction of impervious surface on Lots. Neither the Declarant, the Association nor any builder or Owner shall have any liability to any Owner due to the increased flow or increased velocity of surface water resulting from approved construction on a Lot.

I. Easements During Construction and Sale Period

Notwithstanding any provisions now or hereafter contained in this Declaration, the Bylaws, Articles of Incorporation, use restrictions, rules and regulations, design guidelines, if any, and amendments thereto, Declarant reserves an easement across the Community to maintain and carry on, upon such portions of the Community as Declarant may reasonably deem necessary, such facilities and activities as in the sole opinion of Declarant may be required or convenient for Declarant's development, construction and sales activities related to property hereby and hereinafter subjected to this Declaration or for the development, construction or benefit of any neighboring property including, but not limited to: the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in the Community, including, without limitation, any Lot; the right to tie into any portion of the Community with streets, driveways, paths, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a top-on or any other fee for doing so), replace, relocated, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, cable television, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; the right to grand easements over, under, in or on the Community, including without limitation on the Lots, for the benefit of neighboring properties for the purpose of tying into and/or otherwise connecting and using sewer and drainage lines and facilities constructed of installed in, on, under and/or

over the Community; the right to covert Lots *with the consent of the Owner thereof) to Common Property and/or streets; the right to construct recreational facilities, utilities and other improvements on Common Property; the right to carry on sales and promotional activities in the Community; and the right to construct and operate business offices, signs, construction trailers, model residences and sales offices. Declarant may use residences, offices of other buildings owners or leased by Declarant as model residences and sales offices without charge. This Section shall not be amended without the Declarant's written consent until the Declarant Control Period has ended.

J. Private Streets and Alleys.

All Lots shall be subject to a perpetual easement in favor of the Declarant, the Association, and all other Lot Owners for the maintenance, management, repair, landscaping, and non-exclusive use and enjoyment of the private streets and alleys, if any, which are located in the Community and as shown on the Plats, whether said streets and alleys are located on the Common Area, if any, or are located on the Lots. This easement right includes the right of contractors engaged by the Declarant and the Association to entre upon any and all Lots from time to time as necessary in order to perform any of the repair or maintenance work. The owners of the Lots shall not impair access tom, or otherwise alter in any way, said streets, alleys or landscaping.

LOT OWNERS HEREIN ACKNOWLEDGE THAT ANY AND ALL MEANS OF INGRESS AND EGRESS TO THE PROPERTY CONVEYED HEREIN ALONG THE STREETS OF THE SUBDIVISION, AS OUTLINED ON THE PLAT OF SAID SUBDIVISION, ARE PRIVATE STREETS AND ARE NEITHER MAINTAINED BY GILMER COUNTY NOR CONSIDERED PART OF THE ROAD SYSTEM OF GILMER COUNTY. THE RESPONSIBILITY FOR THE UPKEEP AND MAINTENANCE OF THE STREETS SHOWN THEREON LIES WITH THE ASSOCIATION AS PROVIDED FOR HEREIN, AND NOT GILMER COUNTY.

THE STREETS IN THIS SUBDIVISION ARE PRIVATE STREETS AND ARE NEITHER MAINTAINED BY GILMER COUNTY NOR CONSIDERED PART OF THE ROAD SYSTEM OF GILMER COUNTY. THE RESPONSIBILITY FOR THE UPKEEP AND MAINTENANCE OF THE STREETS SHOWN HEREON LIES WITH THE ASSOCIATION AS PROVIDED FOR HEREIN AND NOT GILMER COUNTY.

IN NO CASE SHALL GILMER COUNTY BE RESPONSILE FOR FAILING TO PROVIDE ANY EMERGENCY OR REGULAR FIRE, POLICE OR OTHER PUBLIC SERVICE TO THE PROPERTY AND/OR OCCUPANTS WHEN THE FAILURE IS DUE TO INADEQUATE DESIGN OR CONSTRUCTION, BLOCKING OF ACCESS ROUTES, OR ANY OTHER FACTORS OUTSIDE THE CONTROL OF THE COUNTY. IN NO CASE SHALL THE COUNTY MAINTAIN ANY PRIVATE STREET.

K. Slope Control.

Each Lot shall be subject to an easement for slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity that might interfere with slopes or which might create erosion or sliding problems of which might change, obstruct or retard drainage flow.

15. AUTHORITY AND ENFORCEMENT

A. Compliance with Association Legal Documents

All Owners, Occupants and their guests shall comply with the Association Legal Documents. The Association, and in an appropriate case, one or more aggrieved Owners, may take action to enforce the terms of the Association Legal Documents directly against all Violators. However, if an Owner's family member, guest or Occupant violates the Association Legal Documents, the Association, in its sole discretion, is

permitted to enforce the terms of the Association Legal Documents against: (1) only the Owner; (2) only the violating family member, guest or Occupant; or (3) both the Owner and the violating family member, guest or Occupant. Notwithstanding anything herein to the contrary, the Owner of the Lot is always ultimately responsible for his or her own actions and the actions of all family members, Occupants and guests of such Lot.

Nothing herein shall be construed to affect the rights of an aggrieved Owner or Occupant to proceed independently for relief from interference with his or her personal or property rights against a Person violating the Association Legal Documents. The Board of Directors may, in its discretion, require the aggrieved Owner or Occupant to independently pursue all available remedies under Georgia law against the Violator before the Association intervenes and commences enforcement action against such Violator.

B. Types of Enforcement Actions

In the event of a violation of the Association Legal Documents, the Association shall have the power to take any or all of the following actions separately or simultaneously; provided, however, all suspensions and fines shall comply with the procedures described below and nothing herein shall authorize the Association or the Board to deny ingress and egress to or from a Lot:

- (1) Suspend all Violators' rights to use the Common Property;
- (2) Suspend the voting rights of a violating Owner;
- (3) Impose reasonable fines against all Violators, which shall constitute a lien on the violating Owner's Lot;
- (4) Use self-help to remedy the violation;
- (5) Bring an action for permanent injunction, temporary injunction and/or specific performance to compel the Violator to cease and/or correct the violation; and
- (6) Record in the Gilmer County land records a notice of violation identifying any uncured violation of the Association Legal Documents regarding the Lot.

C. Suspension and Fining Procedure

Except as provided below, before imposing fines or suspending right to use the Common Property or the right to vote, the Association shall give a written violation notice via first class mail to the Violator as provided below.

(1) Violation Notice

The written violation notice to the Violator shall:

- (a) Identify the violation, suspension(s) and/or fine(s) being imposed; and
- (b) Advise the Violator of the right to request a violation hearing before the Board of Directors to contest the violation or request reconsideration suspension(s) or the fine(s); and
- (c) Include a Board Member contact name, phone number, address and/or email address which Board Member may be contacted by the Violator in order to request a hearing to contest the violation and/or the fine.

Notwithstanding the Violator's right to request a violation hearing, suspension(s) and/or fine(s) shall commence on the date of the written violation notice, unless a later date is specified in such notice.

(2) Violation Hearing

If the Violator submits a written request for a violation hearing within 10 days of the date of the violation notice described above, then the Board of Directors shall schedule and hold, in executive session, a violation hearing. If a Violator fails to timely request a violation hearing, such Violator loses the right to contest the violation and request reconsideration of the suspension(s) and/or the fine(s). If a Violator timely requests a violation hearing, the Violator shall have a reasonable opportunity to address the Board regarding the violation; provided, however, the Board may establish rules of conduct for the violation hearing, including but not limited to, limits on the amount of time one person can speak and limits on the number of participants who may be present at one time. The minutes of the violation hearing shall contain a written statement of the results of such hearing.

(3) No Violation Notice and Hearing Required

No violation notice or violation hearing shall be required to:

- (a) impose late charges on delinquent assessments;
- (b) suspend a violating Owner's voting rights if the Violator's Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, in which case suspension of the violating Owner's right to vote shall be automatic and shall continue until the violation no longer exists or the Board of Directors otherwise reinstates such rights in writing;
- (c) suspend a Violator's right to use the Common Property if the Violator's Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, in which case suspension of the Violator's right to use the Common Property shall be automatic (which shall allow the Association to tow and/or boot a Violator's vehicle located on the Common Property without complying with the Suspension and Fining Procedures described above);
- (d) Engage in self-help in an emergency;
- (e) Impose fines for each day of a continuing violation, in which case, each day the violation continues or occurs again constitutes a separate violation and fine(s) may be imposed on a per diem basis without any further notice to the Violator; or
- (f) impose fines if the same violation occurs again on the same Lot, in which case fine(s) may be imposed on a per diem basis without any further notice to the Violator.

D. Self-Help

In addition to all other enforcement rights granted herein, the Board of Directors may elect to enforce any provision of the Association Legal Documents by self-help without the necessity for compliance with the Suspension and Fining Procedures described above.

By way of example and not limitation, the Association or its duly authorized agent shall have the authority to tow vehicles that are in violation of parking regulations and enter a Lot or any portion of the Common Property to abate or remove any structure, thing or condition that violates the Association Legal Documents. Unless an emergency exists, before exercising self-help, the Association shall give the Violator at least two days prior written notice for vehicle issues and ten days prior written notice for all other issues. Such notice shall request that the Violator remove and abate the violation and restore the Lot to substantially the same condition that existed prior to the structure, thing or condition being placed on the Lot and causing the violation. Such removal, abatement and restoration shall be accomplished at the Violator's sole cost and expense. If the same violation occurs again on the same Lot, the Association may exercise self-help without any further notice to the Violator.

E. Injunctions and Other Suits at Law or in Equity

All Owners agree and acknowledge that there may not be adequate remedies at law to enforce the Association Legal Documents. Therefore, in addition to all other enforcement rights granted herein, the

Association is hereby entitled to bring an action for permanent injunction, temporary injunction and/or specific performance to compel a Violator to cease and desist and/or correct any violation.

F. Costs and Attorney's Fees for Enforcement Actions

In any action taken by the Association to enforce the Association Legal Documents, the Association shall be entitled to recover from the Violator, any and all costs incurred by the Association, including but not limited to attorneys' fees actually incurred, all of which shall constitute a lien against the violating Owner's Lot.

G. Failure to Enforce

The Board of Directors has the sole discretion to decide which, if any, enforcement action to pursue against each Violator. The failure of the Board to enforce any provision of the Association Legal Documents shall not be deemed a waiver of the right of the Board to do so thereafter. No right of action shall exist against the Association for failure to enforce if the Board of Directors determines that:

- (1) the Association's position is not strong enough to justify taking enforcement action;
- (2) a particular violation is not of such a material nature as to be objectionable to a reasonable person;
- (3) a particular violation is not of such a material nature to justify the expense and resources to pursue or continue to pursue enforcement action;
- (4) the aggrieved Owner or Occupant asserting a failure of enforcement has not independently pursued all available individual remedies under Georgia law; or
- (5) the Association enforces only against an Owner for the violation of the Owner's family member, guest or Occupant or the Association does not enforce against the Owner and enforces only against the violating family member, guest or Occupant.

16. AMENDMENTS

A. Member Approval Procedure

Except where a higher vote is required for action under any other provisions of this Declaration, the Bylaws, this Declaration may be amended with the approval of Owners holding 2/3 of the total Association vote present in person or by proxy at a duly called meeting, and the Declarant during the Declarant Control Period. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Gilmer County, Georgia land records. Notwithstanding the foregoing, during the Declarant Control Period, the Declarant shall be empowered to unilaterally amend the Declaration. The Board of Directors may, at any time, solely amend this Declaration to adopt the provisions of the Georgia Property Owners' Association Act without vote of the members.

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 the Declaration or Bylaws may have no chance of approval. It also is recognized that supermajority voting requirements are important for Owner actions which are as significant as amending this Declaration or the Bylaws. To balance these competing concerns, this subparagraph establishes a mechanism which provides every eligible Owner an opportunity to issue a vote of approval, disapproval or abstention on proposed amendments to the Declaration or Bylaws, but also a realistic mechanism for approving important amendments, without the damaging consequences of Owner non-response.

The Board shall issue notice of all proposed amendments to each Owner. With each such notice, the Board shall include a copy of the proposed amendment, along with a consent form or ballot, which complies with the requirements of the Bylaws. Each such consent form or ballot shall give Owners an opportunity to vote for, vote against or abstain from voting on the proposed amendment.

If the amendment is not approved or defeated by sufficient vote within 60 days of the amendment notice described above, then the Board may seek to obtain default approval from Owners under this subparagraph. In such case, the Board shall send default approval notice, by certified mail and to the address consistent with the notice provision of the Bylaws, to all Owners who have not returned consents or ballots on a proposed amendment within that 60-day period. This default approval notice also shall include a consent form or ballot, as provided above, along with a statement that the Owner's failure to return an executed consent form or 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 default approval notice, will be deemed consent to such amendment. If the Board does not receive such consent or ballot within that 30-day period, the Owner shall be deemed to have consented to and approved the amendment.

C. Eligible Mortgage Holder Approval

In addition to approval by the Owners as provided above, material amendments to this Declaration and the Bylaws must be approved by Eligible Mortgage Holders who represent at least 51% of the votes of Lots that are subject to Mortgages held by Eligible Mortgage Holders. Notwithstanding the above, the approval of any proposed amendment by an Eligible Mortgage Holder shall be deemed implied and consented to if the Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within 30 days after the Eligible Mortgage Holder receives notice of the proposed amendment sent by certified or registered mail, return receipt requested.

D. Amendments to Comply with Law or Conform Documents

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the Owners, may amend this Declaration and the Bylaws to comply with any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA"), or to resolve conflicts between this Declaration, the Bylaws, the Articles, and applicable laws.

E. Validity of Amendments

No Person shall be permitted to bring any legal action to challenge the validity of an amendment to this Declaration or the Bylaws more than one year after the recording thereof in the Gilmer County, Georgia land records.

17. GENERAL PROVISIONS

A. Security

The Association may, but shall not be required to, provide measures or take actions which directly or indirectly improve security in the Community. Each Owner, for himself or herself and his or her Occupants, tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security. The Association has no duty to provide security in the Community. Furthermore, the Association does not guarantee that Owners, Occupants and other people will not commit criminal acts in the Community or that unauthorized people will not gain access to the Community. 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 Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of measures undertaken.

B. Dispute Resolution

Before filing any lawsuit or administrative proceeding against the Association, the Board of Directors, any Officer or Director, or the Association's property manager, an Owner or Occupant shall request in writing and attend a meeting with the Board to discuss an amicable resolution of any dispute. The Owner or Occupant shall, in such request and at the meeting, make a good faith effort to explain the grievance and resolve the dispute. Upon receiving a request for a meeting, the Board shall give notice of the date, time and place of the meeting to the person requesting the meeting. The Board shall schedule this meeting for a date not less than seven or more than 30 days from the date of receipt of the meeting request, except with the approval of the Owner or Occupant. After the meeting, the Board shall have a reasonable opportunity to address the Owner's or Occupant's grievance before a suit is filed. After the Declarant Control Period, no judicial or administrative proceeding shall be commenced or prosecuted by the Association against the Declarant unless approved by at least seventy-five (75%) percent of the Total Association Vote.

C. No Discrimination

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

D. Implied Rights

In addition to express rights, the Association may exercise any right or privilege implied from the existence of any express right or privilege or reasonably necessary to effectuate any such right or privilege.

E. Electronic Records, Notices and Signatures

Except for the written notice required to be sent via first class mail pursuant to Paragraph 16(c) of this Declaration, all other records, signatures and notices shall not be denied validity or effectiveness hereunder solely on the grounds that they are transmitted, stored, made or presented electronically. The relevant provisions of the Bylaws shall govern the giving of all notices required by this Declaration.

F. Use of Words "Lakeview Ridge"

"Lakeview Ridge" is a service mark of the Association. No person shall use the term "Lakeview Ridge" or any derivative in any printed or promotional material without the Association's prior written consent. However, Owners may use the terms "Lakeview Ridge"sm in printed or promotional matter where such term is used solely to specify that particular property is located within the Community. Any use of the name "Lakeview Ridge"sm shall be in a manner in which proprietary rights to such name are protected.

G. Preamble

The preambles and recitals of this Declaration are by reference made a part of this document as if fully stated herein in their entirety.

H. Duration

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

I. Severability

Invalidation of any one of these covenants or restrictions, by judgment, court order, or otherwise, shall in no way affect the application of such provision to other circumstances or affect any other provision(s), which shall remain in full force and effect.

18. PREPARER

This Declaration was prepared by Ashley Miller Lanier, GADDIS & LANIER, LLC, 3330 Cumberland Blvd, Suite 500, Atlanta, GA 30339.

IN WITNESS WHEREOF, the Declarant herein hereby executes this instrument under seal, this the 20th day of December, 2- 017.

DECLARANT

Sworn to and subscribed to before
me this 20th day of December,
20 17.

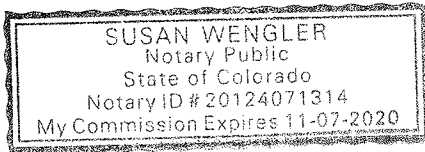
Edm. Wiltz

Witness

Susan Wengler

Notary Public

[Notary Seal]



RLF TRANQUILITY PROPERTIES, LLC.

By [Signature] (Seal)

Name: Aaron M Patzsch

Title: Authorized Representative

[CORPORATE SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBMITTED PROPERTY

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 269 & 272 OF THE 25TH DISTRICT OF THE 2ND SECTION OF GILMER COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" REBAR SET AT THE WESTERLY RIGHT-OF-WAY OF GEORGIA HIGHWAY #382 (100' RIGHT-OF-WAY) AND THE SOUTHERLY RIGHT-OF-WAY OF DOLL MOUNTAIN ROAD (100' RIGHT-OF-WAY) THENCE IN AN EASTERLY DIRECTION SOUTHERLY ALONG THE RIGHT-OF-WAY OF DOLL MOUNTAIN ROAD 3438.55' TO A 5/8" REBAR SET AND THE TRUE POINT OF BEGINNING; THENCE S32°52'08"E A DISTANCE OF 771.20' A 5/8" REBAR SET; THENCE S34°24'06"W A DISTANCE OF 27.84' TO A POINT;

THENCE ALONG THE CENTERLINE OF AN UNNAMED BRANCH THE FOLLOWING (46) COURSES:

1. THENCE S41°31'17"W A DISTANCE OF 16.76' TO A POINT
2. THENCE S54°41'46"W A DISTANCE OF 21.58' TO A POINT
3. THENCE S16°02'01"W A DISTANCE OF 10.71' TO A POINT
4. THENCE S44°42'32"E A DISTANCE OF 16.98' TO A POINT;
5. THENCE S43°22'48"W A DISTANCE OF 17.62' TO A POINT
6. THENCE S28°57'43"W A DISTANCE OF 22.47' TO A POINT
7. THENCE S34°50'28"W A DISTANCE OF 24.20' TO A POINT
8. THENCE S41°29'29"W A DISTANCE OF 25.50' TO A POINT
9. THENCE S52°21'04"W A DISTANCE OF 15.30' TO A POINT
10. THENCE S40°33'47"W A DISTANCE OF 9.97' TO A POINT
11. THENCE S69°44'22"W A DISTANCE OF 20.20' TO A POINT
12. THENCE S33°46'51"W A DISTANCE OF 47.95' TO A POINT
13. THENCE S28°43'06"W A DISTANCE OF 16.00' TO A POINT;
14. THENCE S23°43'54"W A DISTANCE OF 12.72' TO A POINT
15. THENCE S26°14'07"W A DISTANCE OF 38.69' TO A POINT
16. THENCE S18°59'11"W A DISTANCE OF 28.70' TO A POINT
17. THENCE S06°36'54"E A DISTANCE OF 32.77' TO A POINT;
18. THENCE S12°14'36"E A DISTANCE OF 22.74' TO A POINT;
19. THENCE S40°29'42"E A DISTANCE OF 9.29' TO A POINT;
20. THENCE S22°51'07"W A DISTANCE OF 10.59' TO A POINT;
21. THENCE S33°44'09"E A DISTANCE OF 14.68' TO A POINT;
22. THENCE S34°04'14"W A DISTANCE OF 3.80' TO A POINT;
23. THENCE S05°15'01"W A DISTANCE OF 17.04' TO A POINT
24. THENCE S14°10'37"E A DISTANCE OF 17.69' TO A POINT

25. THENCE S05°09'46"E A DISTANCE OF 16.71' TO A POINT
 26. THENCE S17°52'10"E A DISTANCE OF 13.77' TO A POINT
 27. THENCE S22°56'48"E A DISTANCE OF 47.06' TO A POINT
 28. THENCE S48°59'55"E A DISTANCE OF 25.93' TO A POINT
 29. THENCE S20°11'06"E A DISTANCE OF 24.47' TO A POINT
 30. THENCE S12°39'35"E A DISTANCE OF 20.67' TO A POINT
 31. THENCE S10°03'54"E A DISTANCE OF 32.20' TO A POINT
 32. THENCE S18°55'17"E A DISTANCE OF 21.78' TO A POINT;
 33. THENCE S30°09'00"E A DISTANCE OF 24.35' TO A POINT
 34. THENCE S29°08'08"E A DISTANCE OF 26.89' TO A POINT
 35. THENCE S31°31'58"E A DISTANCE OF 16.40' TO A POINT
 36. THENCE S08°49'03"E A DISTANCE OF 15.86' TO A POINT
 37. THENCE S22°08'13"E A DISTANCE OF 17.25' TO A POINT
 38. THENCE S20°38'57"E A DISTANCE OF 31.55' TO A POINT;
 39. THENCE S20°26'20"E A DISTANCE OF 44.65' TO A POINT
 40. THENCE S59°04'32"E A DISTANCE OF 14.19' TO A POINT
 41. THENCE S73°04'34"E A DISTANCE OF 16.52' TO A POINT;
 42. THENCE S46°13'50"E A DISTANCE OF 19.40' TO A POINT
 43. THENCE S49°45'01"E A DISTANCE OF 19.81' TO A POINT
 44. THENCE S39°35'07"E A DISTANCE OF 15.33' TO A POINT
 45. THENCE S28°56'22"E A DISTANCE OF 13.95' TO A POINT
 46. THENCE S10°30'35"E A DISTANCE OF 24.98' TO A POINT IN THE CENTERLINE
 OF HARRIS CREEK;

THENCE ALONG THE CENTERLINE OF HARRIS CREEK THE FOLLOWING (16) COURSES:

1. THENCE S64°29'55"W A DISTANCE OF 24.52' TO A POINT;
2. THENCE S49°51'43"W A DISTANCE OF 76.45' TO A POINT;
3. THENCE S26°27'40"W A DISTANCE OF 18.85' TO A POINT ;
4. THENCE S46°49'04"W A DISTANCE OF 24.80' TO A POINT;
5. THENCE S39°11'31"W A DISTANCE OF 53.66' TO A POINT;
6. THENCE S38°53'01"W A DISTANCE OF 31.30' TO A POINT;
7. THENCE S39°19'21"W A DISTANCE OF 41.33' TO A POINT;
8. THENCE S21°01'45"W A DISTANCE OF 41.00' TO A POINT;
9. THENCE S14°38'40"W A DISTANCE OF 32.87' TO A POINT;
10. THENCE S01°24'12"E A DISTANCE OF 40.10' TO A POINT;
11. THENCE S06°47'10"W A DISTANCE OF 51.28' TO A POINT;
12. THENCE S11°03'36"W A DISTANCE OF 54.63' TO A POINT;
13. THENCE S24°11'57"W A DISTANCE OF 22.74' TO A POINT;
14. THENCE S00°13'50"W A DISTANCE OF 37.83' TO A POINT;
15. THENCE S01°38'27"W A DISTANCE OF 31.36' TO A POINT;
16. THENCE S17°37'51"E A DISTANCE OF 17.53' TO A POINT;

THENCE N58°56'55"W A DISTANCE OF 644.58' TO A 1-1/2" TEE IRON FOUND; THENCE N17°56'29"W
 A DISTANCE OF 262.15' TO A 1-1/2" TEE IRON FOUND; THENCE N58°35'51"W A DISTANCE OF
 760.41' TO A 1-1/2" TEE IRON FOUND; THENCE N00°12'54"W A DISTANCE OF 250.17' TO A POINT;
 THENCE N53°46'40"E A DISTANCE OF 470.01' TO A POINT; THENCE N15°09'08"E A DISTANCE OF

474.99' TO A POINT; THENCE N37°37'05"E A DISTANCE OF 287.02' TO A POINT ON RIGHT-OF-WAY OF DOLL MOUNTAIN ROAD; THENCE ALONG THE RIGHT-OF-WAY OF DOLL MOUNTAIN ROAD S42°32'23"E A DISTANCE OF 162.89' TO A POINT; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 286.50', WITH A RADIUS OF 240.98', WITH A CHORD BEARING OF S76°29'48"E, WITH A CHORD LENGTH 269.93' TO A 5/8" REBAR SET AND THE TRUE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

BEGINNING AT A 5/8" REBAR SET AT THE WESTERLY RIGHT-OF-WAY OF GEORGIA HIGHWAY #382 (100' RIGHT-OF-WAY) AND THE SOUTHERLY RIGHT-OF-WAY OF DOLL MOUNTAIN ROAD (100' RIGHT-OF-WAY) THENCE IN AN EASTERLY DIRECTION ALONG THE RIGHT-OF-WAY OF DOLL MOUNTAIN ROAD 3438.55' TO A 5/8" REBAR SET; THENCE S13°02'40"W A DISTANCE OF 936.54' A 1-1/2" OPEN TOP PIPE FOUND AND THE TRUE POINT OF BEGINNING; THENCE S08°08'19"E A DISTANCE OF 209.86' TO A 1-1/2" OPEN TOP PIPE FOUND; THENCE N73°07'44"W A DISTANCE OF 424.00' TO A 1-1/2" OPEN TOP PIPE FOUND; THENCE N05°26'07"W A DISTANCE OF 211.40' TO A 1-1/2" OPEN TOP PIPE FOUND; THENCE S72°23'04"E A DISTANCE OF 415.56' TO A 1-1/2" OPEN TOP PIPE FOUND AND THE TRUE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 38.92 ACRES OF LAND, MORE OR LESS.

EXHIBIT "B"

BYLAWS

OF

LAKEVIEW RIDGE HOMEOWNERS'
ASSOCIATION, INC.

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PREPARED BY:

GADDIS & LANIER, LLC
3330 CUMERLAND BLVD, SUITE 500
ATLANTA, GA 30339
WWW.GADDISLANIER.COM

ASHLEY MILLER LANIER, ESQUIRE

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1. GENERAL PROVISIONS

A. Applicability.

These Bylaws provide for the self-government of Lakeview Ridge Homeowners' Association, Inc., in accordance with the Articles of Incorporation filed with the Secretary of State of Georgia, and the Declaration of Covenants, Conditions and Restrictions for Lakeview Ridge, recorded in the Gilmer County, Georgia land records ("Declaration"), as amended.

B. Name.

The name of the corporation is Lakeview Ridge Homeowners' Association, Inc. ("Association").

C. Definitions.

The terms used herein shall have their generally accepted meanings or the meanings specified in Paragraph 2 of the Declaration.

D. Membership.

An Owner of a Lot shall automatically become a member of the Association upon taking title to the Lot and shall remain a member for the entire period of ownership. An Owner's spouse or Domestic Partner may exercise any of the membership powers and privileges of the Owner. If more than one Person holds title to a Lot, the membership shall be shared in the same proportion as the title, but there shall be only one membership and one vote per Lot. Membership does not include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. Membership shall be appurtenant to the Lot and shall be transferred automatically by conveyance of the Lot. Membership may be transferred only in connection with the transfer of the Lot.

E. Entity Members.

If an Owner is a corporation, limited liability company, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director or other designated agent of such corporation, manager or member of such limited liability company, partner of such partnership, beneficiary or other designated agent of such trust, or representative of such other legal entity shall be eligible to represent such entity in the affairs of the Association, including, without limitation, serving on the Association's Board of Directors. Such person's relationship with the Association, and any office or directorship held, shall terminate automatically upon the termination of such person's relationship with the entity that is the Owner of the Lot. Termination of the person's relationship with the Association will create a vacancy in any elected or appointed position within the Association in which such person may have been serving and such vacancy may be filled in accordance with these Bylaws.

F. Voting.

Each Lot shall be entitled to one vote, which vote may be cast by the Owner or by a lawful proxy as provided below. When more than one Person owns a Lot, the vote for such Lot shall be exercised as they determine between or among themselves. In no event shall more than one vote be cast with respect to any Lot. If only one co-Owner or only an Owner's spouse or Domestic Partner attempts to cast the vote for a Lot, it shall be conclusively presumed that such vote is authorized for the Lot. If the co-Owners or an Owner and his or her spouse or Domestic Partner disagree about how to cast the Lot's vote, and two or

more of them attempt to cast the Lot's vote, such Persons shall not be recognized and such votes shall not be counted.

If a Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge or if any Owner or Occupant of the Lot is in violation of the Association's Legal Instruments and the voting rights for such Lot have been suspended, the Owner of such Lot shall not be eligible to: (1) vote, either in person or by proxy; (2) act as proxy for any other Owner; (3) issue a written ballot or written consent; (4) be elected to the Board of Directors; or (5) vote as a Director (if serving on the Board of Directors). In establishing the total number of eligible votes for a quorum, a majority, or any other purposes, such Lot shall not be counted as an eligible vote.

G. Electronic Communications.

(1) Records and Signatures.

Whenever the Association's Legal Instruments require that a document, record or instrument be "written" or "in writing," the requirement is deemed satisfied by an electronic record if the Board of Directors has affirmatively published regulations permitting an electronic record or document as a substitute for a written item.

Whenever these Bylaws require a signature on a document, record or instrument, an electronic signature satisfies that requirement only if: (a) the Board of Directors has affirmatively published regulations permitting an electronic signature as a substitute for a written signature; and (b) the electronic signature is easily recognizable as a secure electronic signature which is capable of verification, under the sole control of the signatory, and attached to the electronic document in such a way that the document cannot be modified without invalidating the signature; or (c) the Board of Directors reasonably believes that the signatory affixed the electronic signature with the intent to sign the electronic document, and that the electronic document has not been modified since the signature was affixed.

(2) Verification and Liability for Falsification.

The Board of Directors may require reasonable verification of any electronic signature, document, record or instrument. Absent or pending verification, the Board may refuse to accept any electronic signature or electronic record that, in the Board's sole discretion, is not clearly authentic. Neither the Board of Directors nor the Association shall be liable to any Owner or any other Person for accepting or acting in reliance upon an electronic signature or electronic record that the Board reasonably believes to be authentic, or rejecting any such item which the Board reasonably believes not to be authentic. Any Owner or Person who negligently, recklessly or intentionally submits any falsified electronic record or unauthorized electronic signature shall fully indemnify the Association for actual damages, reasonable attorneys' fees actually incurred and expenses incurred as a result of such acts.

2. MEMBERSHIP MEETINGS AND ACTIONS

A. Annual Meetings.

The purpose of the annual membership meeting shall be to elect Directors of the corporation and conduct other business that shall come before the meeting. The regular annual membership meeting shall be called in the fourth quarter of each fiscal year with the date, time, and location to be set by the Board of Directors. No annual membership meeting shall be set on a legal holiday.

B. Special Meetings.

Special membership meetings may be called for any purposes at any time by the Board of Directors or upon written petition of 25% of the Owners. Any such written petition by the Owners must identify the special meeting purpose on each page of the petition and must be for a purpose on which the Association

membership is authorized to act under these Bylaws or the Declaration. The petition, with original signatures, must be submitted to the Association's Secretary. The Secretary shall then verify that the required number of Owners have joined in the petition and shall submit all proper petitions to the Association's President. The President shall then promptly call a special membership meeting for all lawful purposes stated in the petition, at a date, time and location selected by the President. The Secretary shall send notice of such special membership meeting in accordance with these Bylaws within 30 days of the date of delivery of the petition to the Secretary. Except as provided herein, no business may be conducted at a special membership meeting unless notice thereof is included in the meeting notice.

C. Notice of Meetings.

The Secretary shall give notice of each annual or special membership meeting to the record Owner or Owners of each Lot, or to the Lot address, at least 21 days prior to each annual membership meeting and at least seven days prior to each special membership meeting. The notice shall state the date, time and location of the meeting, and for any special meeting, the purpose of the meeting. Giving notice as provided in these Bylaws shall be considered proper service of notice.

D. Waiver of Notice.

Waiver of notice of a membership meeting shall be deemed the equivalent of proper notice. Any Owner may, in writing, waive notice of any membership meeting, either before or after such meeting. Attendance at a meeting by an Owner, whether in person or represented by proxy, shall be deemed waiver by such Owner of improper notice of the date, time, and location thereof and of any specific business being conducted at such meeting, unless such Owner specifically objects to improper notice at the time the meeting is called to order or the Owner objects to improper notice of the specific business before the business is put to a vote.

E. Quorum.

The presence, in person or by proxy at the beginning of the meeting, of Owners entitled to cast 10% of the eligible vote of the Association shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. In establishing the total number of eligible votes for a quorum, if a Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, or if the voting rights for a Lot have been suspended, that Lot shall not be counted as an eligible vote.

F. Adjourned and Reconvened Meetings.

Any membership meeting may be adjourned, to be reconvened at a later date or time, by vote of the Owners holding a majority of the vote represented at such meeting, regardless of whether a quorum is present. Any business that could have been transacted properly at the original session of the meeting may be transacted at the reconvened session. No additional notice of such reconvened session shall be required if the original session is adjourned for a period not exceeding 10 days.

G. Proxies.

Any Owner entitled to vote may do so by written proxy. To be valid, a proxy must be signed, dated, and presented to the Board of Directors at or before registration at the membership meeting for which it is to be used. The Board may accept proxies by whatever means it deems acceptable. A proxy is revoked only if: (1) the Owner giving the proxy attends the meeting in person and requests the proxy back during registration for the meeting (attendance alone does not invalidate the proxy); (2) the Owner giving the proxy signs and delivers to the Board a written statement revoking the proxy or substituting another person as proxy; or (3) before the proxy is exercised, the Board receives notice of the death or incapacity of the Owner

giving the proxy. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy.

H. Action Taken Without A Meeting.

In the Board's discretion, any action that may be taken by the Owners at any annual or special membership meeting may be taken without a meeting by written ballot or written consent as provided below.

(1) Written Ballot.

A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the vote cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the vote of approval equals or exceeds that which would be required to approve the matter at a meeting at which the total vote cast was the same as the vote cast by ballot.

All solicitations for votes by written ballot shall: (a) indicate the number of responses needed to meet the quorum requirements; (b) state the percentage of approvals necessary to approve each matter, other than election of Directors; and (c) specify the time by which such ballot must be received by the Board of Directors in order to be counted. A ballot may not be revoked. The Association shall maintain such ballots in its file for at least three years.

Except for amendments to recorded Association Legal Instruments that become effective upon recording, and except for actions that specifically set a later effective date, approval of any action taken by written ballot shall be effective upon the receipt of the affirmative vote necessary to take such action.

(2) Written Consent.

Approval by written consent shall be valid only when the affirmative written consents received equals or exceeds the vote that would be required to approve the matter at a meeting. Consents shall be filed with the minutes of the membership meetings. Except for amendments to recorded Association Legal Instruments that become effective upon recording, and except for actions that specifically set a later effective date, approval of any action taken by written consent shall be effective 10 days after sending the notice of approval described below.

(3) Notice to Members of Approval.

If an action of the Association membership is approved by written ballot or written consent, the Board of Directors shall issue notice of such approval to all Owners.

I. Order and Conduct of Business.

The President shall establish the agenda for, and preside at, and the Secretary shall keep the minutes of, all membership meetings. The Board of Directors may establish rules of conduct and the order of business for all membership meetings. When not in conflict with the Declaration, these Bylaws, the Articles of Incorporation or meeting procedures adopted by the Board of Directors, Robert's Rules of Order (latest edition) shall govern all membership meetings. The Board may order the removal of anyone

attending a membership meeting who, in the opinion of the Board, disrupts the conduct of the business at such meeting.

3. BOARD OF DIRECTORS

A. Composition and Selection.

(1) Number and Eligibility.

During the Declarant Control Period, the Board shall consist of one (1) to three (3) Directors as determined by Declarant in writing in its sole discretion. After the Declarant Control Period, a Board of Directors composed of 3 persons who shall govern the affairs of the Association. After the Declarant Control Period, the Directors shall be Owners or spouses of Owners. No Owner and his or her spouse, Domestic Partner or co-Owner may serve on the Board at the same time. If, at the time of an election, a Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, or the voting rights for a Lot have been suspended, no person representing such Lot shall be eligible for election to the Board.

(2) Directors Appointed by the Declarant. Notwithstanding anything to the contrary herein, Declarant shall have the exclusive authority to appoint and remove directors and officers until the earlier of: (1) seven (7) years after recording of the Declaration, (2) unless Declarant at that time has an unexpired option to add Additional property, the date as of which 100% of the Lots have been conveyed by Declarant to Owners other than a Person constituting the Declarant, or (3) the surrender in writing by the Declarant of the authority to appoint and remove officers and directors of the Association.

(3) Term of Office. During the Declarant Control Period, the Declarant shall appoint the Directors each which shall stay in their position until they resign in writing, until the Declarant appoints a replacement, or until the first member election as set forth herein. After termination of the Declarant Control Period, the Association shall call a meeting to be held at which Owners shall elect three (3) directors. If such meeting is not the annual meeting, the directors elected shall serve until the next annual meeting. At the first annual meeting after Declarant has surrendered control of the Association, if three (3) directors are elected, the two (2) directors receiving the highest number of votes shall be elected for terms of two (2) years each and the remaining director shall be elected for a term of one (1) year. At each annual meeting thereafter, a successor shall be elected to serve a term of two (2) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association. At the expiration of a Director's term of office, if a successor cannot be elected for any reason, the existing Director shall continue to hold office and begin serving another term until his or her successor is elected to fill the remainder of such new term, or he or she resigns. The Board of Directors shall have the right to re-stagger terms in the event that due to lack of quorum the directors hold over in their position until the next duly called election, resulting in a deviation from the original staggering plan.

(4) Removal of Directors.

(a) Removal by the Owners.

After the expiration of the Declarant Control Period, at any duly called membership meeting, for which the notice given called for a vote to remove any Director(s), such Director(s) may be removed with or without cause by Owners holding a majority of the total Association vote. A successor may then and there be elected to fill the vacancy created. Any Director whose removal has been proposed by the Association membership shall be given an opportunity to be heard at the meeting. To ensure a Director has a chance to present a statement to the membership, the Owners' vote to remove a Director cannot be accomplished by written ballot or written consent. For the purpose of this Paragraph, no Owner

may vote more than his or her own vote and the vote of four (4) proxies. However, a Director may vote any number of proxies.

(b) Removal by the Board of Directors.

After the Declarant Control Period, any Director may be removed by the vote of the other Association Directors if: (1) he or she is absent from 3 or more meetings of the Board of Directors in any fiscal year; (2) his or her Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge; (3) the voting rights for his or her Lot have been suspended; (4) he or she was appointed by the other Directors to fill a vacancy; or (5) he or she files any legal action, counterclaim or administrative action against the Association, any Director or Officer, in his or her capacity as such, or the Association's managing agent. During the Declarant Control Period, the Declarant may unilaterally remove Directors and appoint replacements.

(5) Vacancies.

After the Declarant Control Period, vacancies in the Board of Directors caused by any reason, except the removal of a Director by vote of the Association membership, shall be filled by a vote of the remaining Directors. Unless earlier removed, the successor so selected shall hold office for the remainder of the term of the Director position being filled.

(6) Compensation.

Directors shall not be compensated for services performed within the scope of their duties as Association Directors unless authorized by a vote of the Association membership. However, Association Directors may be compensated for performing maintenance or other services as set forth in Paragraph 3A(7) below. Compensation, as may be authorized herein, can include payment but shall not include a waiver of assessments or other Association charges. Directors also may be reimbursed for the expenses incurred in carrying out their duties as Association Directors upon the approval of such expenses by the Board of Directors. The Association may give the Directors nominal gifts or tokens of appreciation for recognition of services performed by them. For purposes hereof, reasonable food and beverages purchased for meetings of the Board shall not be considered compensation.

(7) Director Conflicts of Interest.

Nothing herein shall prohibit a Director from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as Director, provided that the Director's interest is disclosed to the Board of Directors and the non-interested voting Directors approve such contract. The interested Director shall not count for purposes of establishing a quorum of the Board and, if present at a meeting (if any), must leave the room during the discussion on such matter. Notwithstanding anything herein, the Directors during the Declaration Control Period shall be authorized on behalf of the Association to enter into contracts with the Declarant and its affiliates.

(8) Nomination.

Nomination for election to the Board of Directors shall be made from the floor at the meeting, or, if elections are conducted by mail-in ballot or electronically in lieu of a meeting, by the method and date prescribed by the Board. The Board also may appoint a nominating committee to make nominations prior to the meeting. Each nominee shall be given a reasonable opportunity to communicate his or her qualifications to the membership prior to the election.

(9) Elections.

Directors shall be elected at the annual membership meeting or by mail-in or electronic ballot in lieu of such meeting. If elections are held at the annual membership meeting, voting shall be by

written ballot, unless dispensed with by unanimous consent or unless a slate of candidates is unopposed and is accepted by acclamation. The nominees receiving the most votes shall fill the directorships for which elections are held. There shall be no cumulative voting.

B. Meetings.

(1) Regular Meetings.

Regular meetings of the Board of Directors shall be held at least every three months, at such time and place as determined by the Board. Notwithstanding the foregoing, during the Declarant Control Period, the Board shall not be required to hold regular meetings.

(2) Special Meetings.

The President is authorized to call a special Board of Directors meeting. In addition, the President is required to call a special Board meeting at the request of at least a majority of the Directors.

(3) Notice of Meetings.

Except as provided in this Paragraph, the President or Secretary shall give each Director at least two-days notice of any Board of Directors meeting. A newly elected Board may meet immediately following their election without notice. Regularly scheduled Board meetings may be held without notice, provided the schedule for such meetings is announced to the Directors.

(4) Waiver of Notice.

Waiver of notice of a Board of Directors meeting shall be deemed the equivalent of proper notice. Any Director may, in writing, waive notice of any Board meeting, either before or after such meeting. A Director's attendance at a Board meeting shall be deemed waiver by such Director of improper notice, unless such Director objects to improper notice at the time the meeting is called to order. If all Directors are present at any Board meeting, no notice shall be required, and any business may be transacted at such meeting.

(5) Quorum and Voting.

The presence of Directors entitled to cast one-half of the eligible votes of the Board of Directors shall constitute a quorum for the transaction of business. One or more Directors who participate in a Board meeting by means of telephone or electronic communication shall be deemed present and in attendance for all purposes at such meeting, if all persons participating in such meeting can hear each other. Directors may not participate in Board meetings by proxy.

Unless otherwise provided herein, all decisions of the Board of Directors shall be by majority vote. No Director shall participate in any vote of the Board if, at the time of the vote, his or her Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, or the voting rights for such Lot have been suspended.

(6) Conduct of Meetings.

The President shall establish the agenda for, and preside at, and the Secretary shall keep the minutes of, all Board of Directors meetings. The President may establish rules of conduct and the order of business for all Board meetings.

After the Declarant Control Period, meetings of the Board of Directors may be open to all Owners, at the discretion of the Board of Directors as established by Resolution. Except as expressly authorized by the Board, only Directors may participate in discussions or deliberations at the Board meeting.

Notwithstanding the above, the Directors may adjourn any Board meeting and reconvene in executive session, with only the Directors and other people authorized by the Board present. In executive session, the Board may discuss and vote upon personnel matters, litigation in which the Association is or may become involved, delinquent accounts, violations of the Association Legal Documents, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

The Board of Directors may order the removal of any meeting guest who, in opinion of a majority of the Directors present at the meeting, either disrupts the conduct of business at the Board meeting or fails to leave such meeting upon request after an announcement that the Board will reconvene in executive session.

(7) Action Without a Meeting.

The Board of Directors can take action outside of a properly called meeting if a majority of the eligible Directors consent in writing to such action. Such signed, written consents must describe the action taken outside a meeting and be filed with the minutes of the Board meetings.

C. Authority.

(1) Powers and Duties.

The Board of Directors shall manage the affairs of the Association and have every right, power and privilege authorized or implied herein and under Georgia law to effectuate such responsibilities. Unless otherwise required by the Declaration or the Georgia Nonprofit Corporation Code, the Board may perform all of its responsibilities without a vote of the Association membership. The Board may delegate any and all of its functions, in whole or in part, to any other entity. Directors shall discharge their duties and their conduct shall be evaluated in accordance with the business judgment rule as set forth in O.C.G.A. Section 14-3-830. In addition to the duties imposed by these Bylaws, the Board shall have the power to do

the following (by way of explanation and not limitation):

- (a) control, manage, operate, maintain, repair, replace, and improve all portions of the Common Property as defined in the Declaration;
- (b) grant and accept permits, licenses, utility easements, leases, and other easements;
- (c) acquire, hold and dispose of tangible and intangible personal property and real property;
- (d) make, delete and amend reasonable rules and regulations governing the use of the Community;
- (e) enforce by legal means the provisions of the Association Legal Documents as provided in the Declaration;
- (f) bring or defend any actions or proceedings which may be instituted on behalf of or against the Owners concerning the Association or the Common Property;
- (g) prepare and adopt an annual budget and establish the contribution from each Owner to the Common Expenses;
- (h) establish the means and methods of collecting assessments as provided in the Declaration;
- (i) deposit Association funds in a financial depository or institution that the Board of Directors shall approve, or otherwise invest the proceeds in accordance with any limitations set forth in O.C.G.A. Section 14-3-302, and use such funds to administer the Association;
- (j) designate the signatories of all Association bank and other financial accounts;
- (k) obtain and carry insurance against casualties and liabilities as provided in the Declaration and pay the premium cost thereof;
- (l) make or contract for the making of repairs, additions and improvements to, or alterations of, the Common Property after damage or destruction by fire or other casualty, in accordance with the other provisions of the Declaration and these Bylaws;
- (m) designate, hire, dismiss and contract with the personnel necessary to operate the Association and the personnel necessary to maintain, repair, replace and improve the Common Property and, where appropriate, compensate such personnel; and
- (n) purchase equipment, supplies and material to be used by Association personnel in the performance of their duties.

(2) Management Agent.

The Association may, but shall not be required to, hire a professional management agent or agents, to be compensated as established by the Board of Directors, and to perform such duties and services as the Board shall authorize. The Board shall use reasonable efforts to provide for termination of

any such management contract with or without cause and without penalty, upon no more than thirty-days written notice, and for a term not in excess of one year.

(3) Borrowing.

The Board of Directors, on behalf of the Association, shall have the power to borrow money to maintain, repair, restore or replace the Common Property without the approval of the Association membership. The Board, on behalf of the Association, also shall have the power to borrow money for other purposes with the approval of Owners holding at least a majority of the vote cast at a duly called membership meeting, or by ballot or written consent.

(4) Committees.

(a) Nominating Committee.

The Board of Directors may appoint a nominating committee to nominate candidates for election to the Board.

(b) Architectural Control Committee.

After termination of the Declarant Control Period, the Board of Directors may establish an Architectural Control Committee to administer the architectural controls as provided in the Declaration. In the event said committee is not established, the Board of Directors shall serve in this role.

(c) Other Committees.

The Board may establish such other committees as it shall determine, with the powers and duties that the Board of Directors shall authorize.

(d) Service on Committees.

Unless otherwise provided by the Board of Directors, the Board in its discretion may appoint and remove the members and chairpersons of each committee.

D. Liability and Indemnification.

The Association shall indemnify every Director, officer and committee member (including directors, officers, and committee members appointed by Declarant during the Declarant Control Period) against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon such Director, officer or committee member in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which he or she may be made a party by reason of being or having been a Director, officer, or committee member, whether or not such person is a Director, officer or committee member at the time such expenses are incurred subject to the limitations below.

The Directors, officers, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such Director, officer, or committee member in the performance of his or her duties, except for his or her own individual willful misfeasance or malfeasance. The Directors and officers shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such Directors or officers may also be members of the Association), and the Association shall indemnify and

forever hold each such Director and officer free and clear and harmless against any and all liability to others on account of any such contract or commitment.

Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Director, officer, or committee member, or former Director, officer, or committee member, may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and, if obtainable, directors' and officers' liability insurance to fund this obligation, and the insurance shall be written as provided in the Declaration.

4. OFFICERS

A. Designation and Qualification.

After the Declarant Control Period, the principal officers of the Association shall be the President, Vice President, Secretary, and Treasurer. The President, Vice President and Secretary must be Directors, but the Treasurer need not be a Director. Except for the offices of Secretary and Treasurer, which may be held by the same person, no person may hold more than one office simultaneously. During the Declarant Control Period, if the Declarant chooses to have only one (1) director, that Director shall serve as the President.

B. Election and Terms of Offices.

The Board of Directors shall elect the Association officers annually at the first Board meeting following each annual membership meeting. The Association officers shall serve until a successor is elected, the Board removes the officer, or the officer resigns.

C. Removal of Officers.

The Board of Directors may remove any officer with or without cause.

D. Vacancies.

The Board of Directors may fill any vacancy in any office arising because of death, resignation, removal, or otherwise. Unless earlier removed, the successor so selected shall hold office for the remainder of the term of the officer position being filled.

E. President.

The President shall be the chief executive officer of the Association and shall establish the agenda for and preside at all meetings of the membership and the Board of Directors. The President shall have all

the general powers and duties that are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code.

F. Vice President.

The Vice President shall act in the President's absence and shall have the same powers, duties, and responsibilities as the President when so acting.

G. Secretary.

The Secretary shall keep the minutes of all meetings of the membership and the Board of Directors. The Secretary also shall keep all Association books and records and perform all duties incident to the office of the secretary of a corporation organized under the Georgia Nonprofit Corporation Code.

H. Treasurer.

The Treasurer shall have the responsibility for the Association's funds and securities. The Treasurer shall keep full and accurate financial records and books of account showing all receipts and disbursements of the Association, prepare all required financial statements and tax returns, deposit all Association funds in such depositories as may be designated by the Board of Directors, and prepare the budget as provided in the Declaration. The Treasurer may delegate all or a part of the above responsibilities to a management agent.

I. Other Officers.

The Board of Directors may appoint one or more assistant treasurers, assistant secretaries, or other officers or subordinate officers with such titles and duties as defined by the Board. Any assistant, subordinate or other officers shall not be required to be Directors.

J. Agreements, Contracts, Deeds, Leases, Etc.

Except during the Declarant Control Period, at least two officers of the Association (or such other person(s) as may be designated by resolution of the Board of Directors) shall execute all agreements, contracts, deeds, leases, checks, promissory notes, and other instruments of the Association.

K. Standard of Conduct

Officers shall discharge their duties and their conduct shall be evaluated in accordance with the

business judgment rule described in O.C.G.A. Section 14-3-842.

5. MISCELLANEOUS

A. Notices.

(1) Method of Giving Notices.

Unless otherwise prohibited by these Bylaws or the Declaration, all notices and other communications required by the Association Legal Documents shall be in writing and shall be given by:

- (a) Personal delivery;
- (b) United States mail, first class, postage prepaid;
- (c) Statutory overnight delivery;
- (d) Electronic mail;
- (e) Facsimile; or

(f) A secure web site, provided that notice shall be deemed given via web site only upon proof that the addressee has retrieved the message.

(2) Address For Notices.

Notices given by one of the methods described above shall be given:

(a) If to a Lot Owner, to the address, electronic mail address or facsimile number that the Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Lot of such Owner;

(b) If to an Occupant, to the address, electronic mail address or facsimile number that the Occupant has designated in writing with the Secretary or, if no such address has been designated, at the address of the Lot occupied; or

(c) If to the Association, the Board of Directors or the managing agent, to the postal address, facsimile or electronic mail address of the principal office of the Association or the managing

agent, if any, or at such other address as shall be designated in writing and filed with the Secretary. The Secretary shall promptly provide notice to all Owners of any such change in address.

B. Fiscal Year.

The fiscal year of the Association shall be the calendar year unless otherwise set by resolution of the Board of Directors.

C. Financial Statements.

Financial statements shall be prepared annually in the manner provided by the Board of Directors. Financial statements must be made available to Owners and to the holder, insurer or guarantor of any first mortgage on a Lot within 120 days of the end of the Association's fiscal year.

D. Financial Review.

A financial review of the Association's accounts shall be performed annually in the manner provided by the Board of Directors. The Board shall give a financial report to the Owners at the annual membership meeting. Thereafter, a majority of the total Association membership may require that an independent accountant audit the Association's accounts, as a Common Expense. The audit, if applicable, shall be made available to the holder, insurer, or guarantor of any first mortgage on a Lot upon submission of a written request therefor.

E. Amendment.

(1) **Member Approval Procedure.** Except where a higher vote is required for action under any other provisions of the Declaration or these Bylaws, these Bylaws may be amended with the approval of Owners holding 2/3 of the total Association vote present in person or by proxy at a duly called meeting. Notwithstanding the foregoing, any amendment to the Bylaws shall require the written consent of the Declarant until the earlier of the following: (the date upon which the Declarant no longer owns any Lots, or (b) ten (10) years after the date on which the Declaration is recorded in the Gilmer County land records). Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Gilmer County, Georgia land records. Declarant shall have the right to unilaterally amend these Bylaws during the time of the Declarant Control Period. Further, at any time the Board of Directors shall have the authority, without the vote of the membership, to amend these Bylaws to submit to the terms of the Georgia Property Owners Association Act.

(2) **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 the Declaration or Bylaws may have no chance of approval, with the supermajority voting requirements established herein. It also is recognized that supermajority voting requirements are important for Owner actions which are as significant as amending the Declaration or these Bylaws. To balance these competing concerns, this subparagraph establishes a mechanism which provides every eligible Owner an opportunity to issue a vote of approval, disapproval or abstention on proposed amendments to the Declaration or Bylaws, but also a realistic mechanism for approving important amendments, without the damaging consequences of Owner non-response.

The Board shall issue notice of all proposed amendments to each Owner. With each such notice, the Board shall include a copy of the proposed amendment, along with a consent form or ballot, which complies with the requirements of these Bylaws. Each such consent form or ballot shall give Owners an opportunity to vote for, vote against or abstain from voting on the proposed amendment.

If the amendment is not approved or defeated by sufficient vote within 60 days of the amendment notice described above, then the Board may seek to obtain default approval from Owners under this subparagraph. In such case, the Board shall send default approval notice, by certified mail, to all Owners who have not returned consents or ballots on a proposed amendment within that 60-day period. This default approval notice also shall include a consent form or ballot, as provided above, along with a statement that the Owner's failure to return an executed consent form or 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 default approval notice, will be deemed consent to such amendment. If the Board does not receive such consent or ballot within that 30-day period, the Owner shall be deemed to have consented to and approved the amendment.

(3) **Eligible Mortgage Holder Approval.** In addition to approval by the Owners as provided above, material amendments to the Declaration and these Bylaws must be approved by Eligible Mortgage Holders who represent at least 51% of the votes of Lots that are subject to Mortgages held by Eligible Mortgage Holders. Notwithstanding the above, the approval of any proposed amendment by an Eligible Mortgage Holder shall be deemed implied and consented to if the Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within 30 days after the Eligible Mortgage Holder receives notice of the proposed amendment sent by certified or registered mail, return receipt requested.

(4) **Amendments to Comply with Law or Conform Documents.** Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the Owners, may amend the Declaration and these Bylaws to comply with any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA"), or to resolve conflicts between the Declaration, these Bylaws, the Articles, and applicable laws.

(5) **Validity of Amendments.** No Person shall be permitted to bring any legal action to challenge the validity of an amendment to the Declaration or these Bylaws more than one year after the recording thereof in the Gilmer County, Georgia land records.

F. Books and Records.

To the extent provided in O.C.G.A. Section 14-3-1602, and upon written request received at least five business days before the date requested for an inspection, all Association Owners and any Eligible Mortgage Holder shall be entitled to inspect the Association's books and records at a reasonable time and location specified by the Association. The Association can limit the length of time of each inspection, but such time limit shall not be less than two hours per inspection. The Association may impose a reasonable charge, covering the cost of labor, materials and copies of any documents, including but not limited to the customary copy charge and hourly fee of the Association's agent supervising such 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 year.

Notwithstanding anything to the contrary, the 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 Board become official Association records when approved by the membership or the Board, as applicable.

G. Conflicts.

The duties and powers of the Association shall be those set forth in the Georgia Nonprofit Corporation Code, the Declaration, the Articles of Incorporation, and these Bylaws, together with those reasonably implied to affect the purposes of the Association. If there is a conflict or inconsistency between the Georgia Nonprofit Corporation Code, the Declaration, the Articles of Incorporation or these Bylaws, such laws and documents, in that order, shall prevail.

H. No Discrimination.

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

I. Captions.

The captions herein are inserted only as a matter of convenience and for reference. They in no way define, limit, or describe the scope or intent of these Bylaws.

J. Gender and Grammar.

The use of the masculine or feminine gender in these Bylaws shall be deemed to include the opposite gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

K. Severability.

The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws or the Declaration.

Exhibit C

Return Recorded Document to:

Brett Jones
146 River Street
Ellijay, Georgia 30540
(706) 636-5297

CROSS REFERENCE DEED BOOK 1896, PAGE 141

STATE OF COLORADO
COUNTY OF DENVER

FILE NO. 15C0164

Declaration of Covenants, Conditions and Restrictions

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 14th day of September, 2015, by the undersigned, RLF TRANQUILITY PROPERTIES, LLC (hereinafter referred to as "OWNER") to wit;

WITNESSETH:

WHEREAS, the undersigned is the OWNER of all that tract or parcel of land lying and being in Gilmer County, Georgia, by way of that limited warranty deed dated December 15, 2014, and recorded in Deed Book 1896, Page 141, Gilmer County, Georgia records, said property being:

PHASE 4, TRACTS A-C

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 271, 272, 305 & 306 OF THE 25TH DISTRICT OF THE 2ND SECTION OF GILMER COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS TRACTS A, B, AND C AS SHOWN ON FINAL PLAT FOR TRANQUILITY AT CARTERS LAKE, PHASE FOUR PREPARED BY CHASTAIN & ASSOCIATES, P.C. DATED JUNE 9, 2006 AND RECORDED IN PLAT BOOK 47, PAGES 234 THROUGH 240. SAID PARCEL OF LAND, BEING THE SUM OF THESE THREE TRACTS, CONTAINS 10.43 ACRES MORE OR LESS.

PHASE 6A

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 268 & 269 OF THE 25TH DISTRICT OF THE 2ND SECTION OF GILMER COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 5/8" REBAR SET AT THE WESTERLY RIGHT-OF-WAY OF GEORGIA HIGHWAY #382 (100' RIGHT-OF-WAY) AND THE SOUTHERLY RIGHT-OF-WAY OF DOLL MOUNTAIN ROAD (100' RIGHT-OF-WAY) THENCE IN AN EASTERLY DIRECTION ALONG THE SOUTHERLY RIGHT-OF-WAY OF DOLL MOUNTAIN ROAD 3887.83' TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE S37°37'05"W A DISTANCE OF 287.02' TO A POINT; THENCE S15°09'08"W A DISTANCE OF 474.99' TO A POINT; THENCE S53°46'40"W A DISTANCE OF 470.01' TO A POINT; THENCE N00°12'54"W A DISTANCE OF 48.28' TO A 1-1/2" TEE IRON FOUND; THENCE N65°07'05"W A DISTANCE OF 352.36' TO A 1-1/2" TEE IRON FOUND; THENCE N00°13'48"W A DISTANCE OF 597.02' TO A 1-1/2" TEE IRON FOUND; THENCE S89°46'02"W A DISTANCE OF 404.02' TO A POINT; THENCE N00°10'57"W A DISTANCE OF 792.27' TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 8.15', WITH A RADIUS OF 141.05', WITH A CHORD BEARING OF S51°08'24"E, WITH A CHORD LENGTH 8.15' TO A MON 2+94.86;

THENCE S49°30'29"E A DISTANCE OF 52.64' TO A POINT; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 188.54', WITH A RADIUS OF 241.05', WITH A CHORD BEARING OF S71°50'18"E, WITH A CHORD LENGTH 183.77' TO A U.S.A.C.O.E CONCRETE MONUMENT WITH BRASS CAP; THENCE N85°40'29"E A DISTANCE OF 92.58' TO A U.S.A.C.O.E CONCRETE MONUMENT WITH BRASS CAP; THENCE N85°48'41"E A DISTANCE OF 341.29' TO A U.S.A.C.O.E CONCRETE MONUMENT WITH BRASS CAP; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 424.94', WITH A RADIUS OF 470.87', WITH A CHORD BEARING OF S68°26'31"E, WITH A CHORD LENGTH 410.67' TO A U.S.A.C.O.E CONCRETE MONUMENT WITH BRASS CAP; THENCE S42°32'23"E A DISTANCE OF 549.75' TO A POINT AND THE TRUE POINT OF BEGINNING.
SAID PARCEL OF LAND CONTAINS 31.12 ACRES MORE OR LESS.

PHASE 6B-1

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 268 OF THE 25TH DISTRICT OF THE 2ND SECTION OF GILMER COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT AT THE WESTERLY RIGHT-OF-WAY OF GEORGIA HIGHWAY #382 (100' RIGHT-OF-WAY) AND THE NORTHERLY RIGHT-OF-WAY OF DOLL MOUNTAIN ROAD (100' RIGHT-OF-WAY) THENCE IN AN EASTERLY DIRECTION ALONG THE NORTHERLY RIGHT-OF-WAY OF DOLL MOUNTAIN ROAD 4252.92' TO A POINT AND THE TRUE POINT OF BEGINNING;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF DOLL MOUNTAIN ROAD THE FOLLOWING (3) COURSES:

1. THENCE N42°31'45"W A DISTANCE OF 91.36' TO A U.S.A.C.O.E CONCRETE MONUMENT WITH BRASS CAP;
2. THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 515.65', WITH A RADIUS OF 570.87', WITH A CHORD BEARING OF N68°24'11"W, WITH A CHORD LENGTH 498.29' TO A U.S.A.C.O.E CONCRETE MONUMENT WITH BRASS CAP;
3. THENCE S85°45'18"W A DISTANCE OF 63.63';

THENCE N11°54'22"E A DISTANCE OF 376.59' TO A POINT; THENCE N51°43'43"W A DISTANCE OF 268.20' TO A TEE IRON FOUND; THENCE N29°40'41"E A DISTANCE OF 839.97' TO A TEE IRON FOUND; THENCE S56°55'33"E A DISTANCE OF 417.67' TO A TEE IRON FOUND; THENCE S31°06'24"E A DISTANCE OF 782.53' TO A POINT; THENCE S29°56'53"W A DISTANCE OF 491.56' TO A POINT; THENCE S47°28'15"W A DISTANCE OF 275.98' TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF DOLL MOUNTAIN ROAD AND THE TRUE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 23.12 ACRES MORE OR LESS.

PHASE 6B-2

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 268, 269, & 273 OF THE 25TH DISTRICT OF THE 2ND SECTION OF GILMER COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE WESTERLY RIGHT-OF-WAY OF GEORGIA HIGHWAY #382 (100' RIGHT-OF-WAY) AND THE NORTHERLY RIGHT-OF-WAY OF DOLL MOUNTAIN ROAD (100' RIGHT-OF-WAY) THENCE IN AN EASTERLY DIRECTION ALONG THE NORTHERLY RIGHT-OF-WAY OF DOLL MOUNTAIN ROAD 3718.91 TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE N42°31'45"W A DISTANCE OF 534.00' TO A POINT; THENCE N47°28'15"E A DISTANCE OF 275.98' TO A POINT; THENCE N29°56'53"E A DISTANCE OF 491.56' TO A POINT; THENCE N31°06'24"W A DISTANCE OF 782.53' TO A TEE IRON FOUND; THENCE N31°22'08"E A DISTANCE OF 760.88' TO A POINT; THENCE S81°37'37"E A DISTANCE OF 45.74' TO A POINT; THENCE S72°01'37"E A DISTANCE OF 179.37' TO A POINT; THENCE N74°41'23"E A DISTANCE OF 73.33' TO A POINT; THENCE S84°18'37"E A DISTANCE OF 149.38' TO A POINT; THENCE S32°11'12"W A DISTANCE OF

910.74' TO A 1/2" REBAR FOUND; THENCE S47°17'49"E A DISTANCE OF 746.38' TO A POINT; THENCE S41°29'11"W A DISTANCE OF 482.68' TO A POINT; THENCE S52°18'21"W A DISTANCE OF 167.56' TO A POINT; THENCE S01°18'07"W A DISTANCE OF 132.62' TO A POINT; THENCE S03°03'10"E A DISTANCE OF 226.32' TO A POINT; THENCE S38°39'35"W A DISTANCE OF 215.95' TO A POINT AND THE TRUE POINT OF BEGINNING.
SAID PARCEL OF LAND CONTAINING 20.47 ACRES MORE OR LESS.

PHASE 7

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 270 & 271 OF THE 25TH DISTRICT OF THE 2ND SECTION OF GILMER COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ROCK FOUND ON THE NORTH LINE LAND LOT 16 OF THE 24TH DISTRICT (ALSO BEING THE SOUTH LINE OF LAND LOT 271); THENCE ALONG THE SOUTH LINE OF LAND LOT 271 N87°07'16"W A DISTANCE OF 513.01' TO A 1/2" REBAR FOUND; THENCE CONTINUING ALONG THE SOUTH LINE OF LAND LOT 271 N87°35'44"W A DISTANCE OF 1771.06' TO A POINT IN THE CENTERLINE OF A STREAM;
THENCE ALONG THE CENTERLINE OF SAID STREAM THE FOLLOWING (42) COURSES:

1. THENCE N 21°08'00" W A DISTANCE OF 22.50';
2. THENCE N 14°20'00" W A DISTANCE OF 20.14';
3. THENCE N 41°08'35" W A DISTANCE OF 14.70';
4. THENCE N 28°32'47" W A DISTANCE OF 36.80';
5. THENCE N 74°17'02" W A DISTANCE OF 36.66';
6. THENCE N 38°12'45" E A DISTANCE OF 16.31';
7. THENCE N 58°18'20" W A DISTANCE OF 21.13';
8. THENCE N 37°07'25" W A DISTANCE OF 29.10';
9. THENCE N 31°08'39" W A DISTANCE OF 37.52';
10. THENCE N 62°08'10" W A DISTANCE OF 26.07';
11. THENCE N 18°04'32" W A DISTANCE OF 36.13';
12. THENCE N 15°08'25" W A DISTANCE OF 24.79';
13. THENCE N 15°59'47" W A DISTANCE OF 21.98';
14. THENCE N 37°39'10" W A DISTANCE OF 23.71';
15. THENCE N 30°12'04" W A DISTANCE OF 22.12';
16. THENCE N 38°41'22" W A DISTANCE OF 45.89';
17. THENCE N 28°14'45" W A DISTANCE OF 38.52';
18. THENCE N 00°54'58" E A DISTANCE OF 36.44';
19. THENCE N 03°15'42" W A DISTANCE OF 40.15';
20. THENCE N 60°50'13" W A DISTANCE OF 16.67';
21. THENCE N 24°23'50" W A DISTANCE OF 17.81';
22. THENCE N 33°12'55" W A DISTANCE OF 26.52';
23. THENCE N 03°58'57" W A DISTANCE OF 20.22';
24. THENCE N 16°59'57" W A DISTANCE OF 34.62';
25. THENCE N 13°06'46" E A DISTANCE OF 17.30';
26. THENCE N 44°15'34" W A DISTANCE OF 25.98';
27. THENCE N 43°53'57" W A DISTANCE OF 24.36';
28. THENCE N 23°21'17" E A DISTANCE OF 25.06';
29. THENCE N 04°29'05" E A DISTANCE OF 41.17';
30. THENCE N 25°50'17" W A DISTANCE OF 52.14';
31. THENCE N 24°48'32" W A DISTANCE OF 21.12';
32. THENCE N 33°34'11" W A DISTANCE OF 20.99';
33. THENCE N 39°24'41" W A DISTANCE OF 28.41';
34. THENCE N 22°05'36" W A DISTANCE OF 32.76';
35. THENCE N 05°59'12" W A DISTANCE OF 13.18';
36. THENCE N 25°55'55" W A DISTANCE OF 33.61';
37. THENCE N 11°03'49" W A DISTANCE OF 46.71';
38. THENCE N 10°41'53" W A DISTANCE OF 28.52';
39. THENCE N 06°03'44" E A DISTANCE OF 28.82';

40. THENCE N 01°05'57" E A DISTANCE OF 38.97';
41. THENCE N 13°52'51" W A DISTANCE OF 33.92';
42. THENCE N 10°26'26" W A DISTANCE OF 2.52';

THENCE S60°58'09"E A DISTANCE OF 226.03' TO A U.S.C.O.E. ALUMINUM MONUMENT FOUND (STATION 271-A); THENCE N28°55'49"E A DISTANCE OF 424.80' TO A POINT IN THE CENTERLINE OF A STREAM;
THENCE ALONG THE CENTERLINE OF STREAM THE FOLLOWING (88) COURSES:

1. THENCE N67°33'53"E A DISTANCE OF 22.39' TO A POINT;
2. THENCE N86°09'03"E A DISTANCE OF 19.68' TO A POINT;
3. THENCE N82°28'30"E A DISTANCE OF 18.86' TO A POINT;
4. THENCE S83°18'01"E A DISTANCE OF 5.04' TO A POINT;
5. THENCE S78°24'32"E A DISTANCE OF 12.30' TO A POINT;
6. THENCE S27°09'37"E A DISTANCE OF 5.59' TO A POINT;
7. THENCE S52°27'15"E A DISTANCE OF 35.53' TO A POINT;
8. THENCE S81°54'20"E A DISTANCE OF 53.20' TO A POINT;
9. THENCE N69°33'19"E A DISTANCE OF 24.50' TO A POINT;
10. THENCE S80°16'13"E A DISTANCE OF 39.72' TO A POINT;
11. THENCE S72°40'30"E A DISTANCE OF 48.05' TO A POINT;
12. THENCE S83°49'53"E A DISTANCE OF 59.71' TO A POINT;
13. THENCE S85°55'44"E A DISTANCE OF 26.31' TO A POINT;
14. THENCE S87°00'11"E A DISTANCE OF 35.71' TO A POINT;
15. THENCE S62°56'12"E A DISTANCE OF 20.76' TO A POINT;
16. THENCE S89°17'11"E A DISTANCE OF 15.11' TO A POINT;
17. THENCE S67°45'58"E A DISTANCE OF 32.77' TO A POINT;
18. THENCE S61°45'32"E A DISTANCE OF 28.92' TO A POINT;
19. THENCE S64°32'32"E A DISTANCE OF 26.08' TO A POINT;
20. THENCE S05°15'25"E A DISTANCE OF 28.29' TO A POINT;
21. THENCE S34°23'20"E A DISTANCE OF 28.38' TO A POINT;
22. THENCE S40°57'34"E A DISTANCE OF 28.22' TO A POINT;
23. THENCE S26°28'19"E A DISTANCE OF 23.32' TO A POINT;
24. THENCE S53°00'13"E A DISTANCE OF 12.23' TO A POINT;
25. THENCE S63°55'04"E A DISTANCE OF 32.17' TO A POINT;
26. THENCE S75°24'54"E A DISTANCE OF 17.63' TO A POINT;
27. THENCE S76°27'44"E A DISTANCE OF 19.59' TO A POINT;
28. THENCE N71°49'37"E A DISTANCE OF 9.99' TO A POINT;
29. THENCE N57°45'04"E A DISTANCE OF 13.64' TO A POINT;
30. THENCE N65°53'59"E A DISTANCE OF 15.99' TO A POINT;
31. THENCE N83°12'43"E A DISTANCE OF 16.66' TO A POINT;
32. THENCE N86°00'07"E A DISTANCE OF 13.04' TO A POINT;
33. THENCE N61°59'20"E A DISTANCE OF 23.71' TO A POINT;
34. THENCE N78°02'09"E A DISTANCE OF 12.15' TO A POINT;
35. THENCE N40°55'37"E A DISTANCE OF 23.48' TO A POINT;
36. THENCE N64°27'15"E A DISTANCE OF 11.84' TO A POINT;
37. THENCE N60°15'00"E A DISTANCE OF 27.90' TO A POINT;
38. THENCE N59°05'54"E A DISTANCE OF 34.20' TO A POINT;
39. THENCE S65°26'49"E A DISTANCE OF 6.41' TO A POINT;
40. THENCE N58°11'54"E A DISTANCE OF 43.29' TO A POINT;
41. THENCE N57°57'52"E A DISTANCE OF 23.00' TO A POINT;
42. THENCE N62°04'14"E A DISTANCE OF 41.99' TO A POINT;
43. THENCE N68°54'05"E A DISTANCE OF 34.69' TO A POINT;
44. THENCE S88°01'38"E A DISTANCE OF 27.49' TO A POINT;
45. THENCE S74°00'39"E A DISTANCE OF 21.06' TO A POINT;
46. THENCE N67°31'46"E A DISTANCE OF 23.30' TO A POINT;
47. THENCE S63°28'15"E A DISTANCE OF 26.81' TO A POINT;
48. THENCE N86°10'48"E A DISTANCE OF 28.36' TO A POINT;
49. THENCE N77°39'55"E A DISTANCE OF 15.91' TO A POINT;

50. THENCE N58°06'26"E A DISTANCE OF 12.01' TO A POINT;
 51. THENCE N38°32'02"E A DISTANCE OF 15.98' TO A POINT;
 52. THENCE N88°37'13"E A DISTANCE OF 8.08' TO A POINT;
 53. THENCE S48°22'59"E A DISTANCE OF 13.12' TO A POINT;
 54. THENCE N85°23'06"E A DISTANCE OF 14.54' TO A POINT;
 55. THENCE N68°41'31"E A DISTANCE OF 16.81' TO A POINT;
 56. THENCE N60°49'54"E A DISTANCE OF 15.46' TO A POINT;
 57. THENCE N86°40'15"E A DISTANCE OF 14.62' TO A POINT;
 58. THENCE N82°22'19"E A DISTANCE OF 22.67' TO A POINT;
 59. THENCE N73°20'59"E A DISTANCE OF 12.65' TO A POINT;
 60. THENCE S64°59'11"E A DISTANCE OF 11.97' TO A POINT;
 61. THENCE N88°46'03"E A DISTANCE OF 10.54' TO A POINT;
 62. THENCE S86°03'12"E A DISTANCE OF 17.36' TO A POINT;
 63. THENCE S31°22'23"E A DISTANCE OF 16.39' TO A POINT;
 64. THENCE S60°00'25"E A DISTANCE OF 19.72' TO A POINT;
 65. THENCE S70°50'10"E A DISTANCE OF 15.19' TO A POINT;
 66. THENCE S74°41'36"E A DISTANCE OF 22.25' TO A POINT;
 67. THENCE S34°17'35"E A DISTANCE OF 31.99' TO A POINT;
 68. THENCE S31°02'22"E A DISTANCE OF 18.76' TO A POINT;
 69. THENCE S43°29'31"E A DISTANCE OF 19.01' TO A POINT;
 70. THENCE S48°24'13"E A DISTANCE OF 16.62' TO A POINT;
 71. THENCE S57°05'42"E A DISTANCE OF 27.15' TO A POINT;
 72. THENCE S28°19'13"E A DISTANCE OF 36.11' TO A POINT;
 73. THENCE S69°46'34"E A DISTANCE OF 11.41' TO A POINT;
 74. THENCE S40°27'10"E A DISTANCE OF 17.94' TO A POINT;
 75. THENCE S31°06'03"E A DISTANCE OF 7.30' TO A POINT;
 76. THENCE S77°35'54"E A DISTANCE OF 8.49' TO A POINT;
 77. THENCE S70°26'37"E A DISTANCE OF 10.88' TO A POINT;
 78. THENCE S83°52'25"E A DISTANCE OF 13.13' TO A POINT;
 79. THENCE N81°19'43"E A DISTANCE OF 10.32' TO A POINT;
 80. THENCE S44°31'30"E A DISTANCE OF 28.31' TO A POINT;
 81. THENCE S59°52'24"E A DISTANCE OF 19.39' TO A POINT;
 82. THENCE S56°32'57"E A DISTANCE OF 25.29' TO A POINT;
 83. THENCE S34°26'47"E A DISTANCE OF 13.32' TO A POINT;
 84. THENCE S68°33'43"E A DISTANCE OF 38.08' TO A POINT;
 85. THENCE S51°23'36"E A DISTANCE OF 17.69' TO A POINT;
 86. THENCE S52°33'18"E A DISTANCE OF 20.01' TO A POINT;
 87. THENCE N81°26'28"E A DISTANCE OF 20.67' TO A POINT;
 88. THENCE N75°01'02"E A DISTANCE OF 20.79' TO A POINT;

THENCE S43°29'56"E A DISTANCE OF 64.52' TO A 5/8" REBAR SET; THENCE
 N57°20'02"E A DISTANCE OF 332.13' TO A 5/8" REBAR SET; THENCE
 N57°19'39"E A DISTANCE OF 148.29' TO A 5/8" REBAR SET; THENCE
 S87°13'44"E A DISTANCE OF 12.37' TO A 5/8" REBAR SET; THENCE N42°07'38"E
 A DISTANCE OF 107.06' TO A 5/8" REBAR SET; THENCE S87°15'13"E A
 DISTANCE OF 135.31' TO A 1-1/2" OPEN TOP PIPE FOUND; THENCE
 S00°16'27"W A DISTANCE OF 1363.75' TO A ROCK AND THE **POINT OF
 BEGINNING.**

SAID PARCEL OF LAND CONTAINING 69.41 ACRES MORE OR LESS.

PHASE 8

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT
 269 & 272 OF THE 25TH DISTRICT OF THE 2ND SECTION OF GILMER COUNTY,
 GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT A 5/8" REBAR SET AT THE WESTERLY RIGHT-OF-WAY OF
 GEORGIA HIGHWAY #382 (100' RIGHT-OF-WAY) AND THE SOUTHERLY
 RIGHT-OF-WAY OF DOLL MOUNTAIN ROAD (100' RIGHT-OF-WAY) THENCE
 IN AN EASTERLY DIRECTION SOUTHERLY ALONG THE RIGHT-OF-WAY OF

DOLL MOUNTAIN ROAD 3438.55' TO A 5/8" REBAR SET AND THE TRUE POINT OF BEGINNING; THENCE S32°52'08"E A DISTANCE OF 771.20' A 5/8" REBAR SET; THENCE S34°24'06"W A DISTANCE OF 27.84' TO A POINT; THENCE ALONG THE CENTERLINE OF AN UNNAMED BRANCH THE FOLLOWING (46) COURSES:

1. THENCE S41°31'17"W A DISTANCE OF 16.76' TO A POINT
2. THENCE S54°41'46"W A DISTANCE OF 21.58' TO A POINT
3. THENCE S16°02'01"W A DISTANCE OF 10.71' TO A POINT
4. THENCE S44°42'32"E A DISTANCE OF 16.98' TO A POINT;
5. THENCE S43°22'48"W A DISTANCE OF 17.62' TO A POINT
6. THENCE S28°57'43"W A DISTANCE OF 22.47' TO A POINT
7. THENCE S34°50'28"W A DISTANCE OF 24.20' TO A POINT
8. THENCE S41°29'29"W A DISTANCE OF 25.50' TO A POINT
9. THENCE S52°21'04"W A DISTANCE OF 15.30' TO A POINT
10. THENCE S40°33'47"W A DISTANCE OF 9.97' TO A POINT
11. THENCE S69°44'22"W A DISTANCE OF 20.20' TO A POINT
12. THENCE S33°46'51"W A DISTANCE OF 47.95' TO A POINT
13. THENCE S28°43'06"W A DISTANCE OF 16.00' TO A POINT;
14. THENCE S23°43'54"W A DISTANCE OF 12.72' TO A POINT
15. THENCE S26°14'07"W A DISTANCE OF 38.69' TO A POINT
16. THENCE S18°59'11"W A DISTANCE OF 28.70' TO A POINT
17. THENCE S06°36'54"E A DISTANCE OF 32.77' TO A POINT;
18. THENCE S12°14'36"E A DISTANCE OF 22.74' TO A POINT;
19. THENCE S40°29'42"E A DISTANCE OF 9.29' TO A POINT;
20. THENCE S22°51'07"W A DISTANCE OF 10.59' TO A POINT;
21. THENCE S33°44'09"E A DISTANCE OF 14.68' TO A POINT;
22. THENCE S34°04'14"W A DISTANCE OF 3.80' TO A POINT;
23. THENCE S05°15'01"W A DISTANCE OF 17.04' TO A POINT
24. THENCE S14°10'37"E A DISTANCE OF 17.69' TO A POINT
25. THENCE S05°09'46"E A DISTANCE OF 16.71' TO A POINT
26. THENCE S17°52'10"E A DISTANCE OF 13.77' TO A POINT
27. THENCE S22°56'48"E A DISTANCE OF 47.06' TO A POINT
28. THENCE S48°59'55"E A DISTANCE OF 25.93' TO A POINT
29. THENCE S20°11'06"E A DISTANCE OF 24.47' TO A POINT
30. THENCE S12°39'35"E A DISTANCE OF 20.67' TO A POINT
31. THENCE S10°03'54"E A DISTANCE OF 32.20' TO A POINT
32. THENCE S18°55'17"E A DISTANCE OF 21.78' TO A POINT;
33. THENCE S30°09'00"E A DISTANCE OF 24.35' TO A POINT
34. THENCE S29°08'08"E A DISTANCE OF 26.89' TO A POINT
35. THENCE S31°31'58"E A DISTANCE OF 16.40' TO A POINT
36. THENCE S08°49'03"E A DISTANCE OF 15.86' TO A POINT
37. THENCE S22°08'13"E A DISTANCE OF 17.25' TO A POINT
38. THENCE S20°38'57"E A DISTANCE OF 31.55' TO A POINT;
39. THENCE S20°26'20"E A DISTANCE OF 44.65' TO A POINT
40. THENCE S59°04'32"E A DISTANCE OF 14.19' TO A POINT
41. THENCE S73°04'34"E A DISTANCE OF 16.52' TO A POINT;
42. THENCE S46°13'50"E A DISTANCE OF 19.40' TO A POINT
43. THENCE S49°45'01"E A DISTANCE OF 19.81' TO A POINT
44. THENCE S39°35'07"E A DISTANCE OF 15.33' TO A POINT
45. THENCE S28°56'22"E A DISTANCE OF 13.95' TO A POINT
46. THENCE S10°30'35"E A DISTANCE OF 24.98' TO A POINT IN THE CENTERLINE OF HARRIS CREEK;

THENCE ALONG THE CENTERLINE OF HARRIS CREEK THE FOLLOWING (16) COURSES:

1. THENCE S64°29'55"W A DISTANCE OF 24.52' TO A POINT;
2. THENCE S49°51'43"W A DISTANCE OF 76.45' TO A POINT;
3. THENCE S26°27'40"W A DISTANCE OF 18.85' TO A POINT;
4. THENCE S46°49'04"W A DISTANCE OF 24.80' TO A POINT;

5. THENCE S39°11'31"W A DISTANCE OF 53.66' TO A POINT;
6. THENCE S38°53'01"W A DISTANCE OF 31.30' TO A POINT;
7. THENCE S39°19'21"W A DISTANCE OF 41.33' TO A POINT;
8. THENCE S21°01'45"W A DISTANCE OF 41.00' TO A POINT;
9. THENCE S14°38'40"W A DISTANCE OF 32.87' TO A POINT;
10. THENCE S01°24'12"E A DISTANCE OF 40.10' TO A POINT;
11. THENCE S06°47'10"W A DISTANCE OF 51.28' TO A POINT;
12. THENCE S11°03'36"W A DISTANCE OF 54.63' TO A POINT;
13. THENCE S24°11'57"W A DISTANCE OF 22.74' TO A POINT;
14. THENCE S00°13'50"W A DISTANCE OF 37.83' TO A POINT;
15. THENCE S01°38'27"W A DISTANCE OF 31.36' TO A POINT;
16. THENCE S17°37'51"E A DISTANCE OF 17.53' TO A POINT;

THENCE N58°56'55"W A DISTANCE OF 644.58' TO A 1-1/2" TEE IRON FOUND;
 THENCE N17°56'29"W A DISTANCE OF 262.15' TO A 1-1/2" TEE IRON FOUND;
 THENCE N58°35'51"W A DISTANCE OF 760.41' TO A 1-1/2" TEE IRON FOUND;
 THENCE N00°12'54"W A DISTANCE OF 250.17' TO A POINT; THENCE
 N53°46'40"E A DISTANCE OF 470.01' TO A POINT; THENCE N15°09'08"E A
 DISTANCE OF 474.99' TO A POINT; THENCE N37°37'05"E A DISTANCE OF
 287.02' TO A POINT ON RIGHT-OF-WAY OF DOLL MOUNTAIN ROAD; THENCE
 ALONG THE RIGHT-OF-WAY OF DOLL MOUNTAIN ROAD S42°32'23"E A
 DISTANCE OF 162.89' TO A POINT; THENCE WITH A CURVE TURNING TO THE
 LEFT WITH AN ARC LENGTH OF 286.50', WITH A RADIUS OF 240.98', WITH A
 CHORD BEARING OF S76°29'48"E, WITH A CHORD LENGTH 269.93' TO A 5/8"
 REBAR SET AND THE TRUE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

BEGINNING AT A 5/8" REBAR SET AT THE WESTERLY RIGHT-OF-WAY OF
 GEORGIA HIGHWAY #382 (100' RIGHT-OF-WAY) AND THE SOUTHERLY
 RIGHT-OF-WAY OF DOLL MOUNTAIN ROAD (100' RIGHT-OF-WAY) THENCE
 IN AN EASTERLY DIRECTION ALONG THE RIGHT-OF-WAY OF DOLL
 MOUNTAIN ROAD 3438.55' TO A 5/8" REBAR SET; THENCE S13°02'40"W A
 DISTANCE OF 936.54' A 1-1/2" OPEN TOP PIPE FOUND AND THE TRUE POINT
 OF BEGINNING; THENCE S08°08'19"E A DISTANCE OF 209.86' TO A 1-1/2"
 OPEN TOP PIPE FOUND; THENCE N73°07'44"W A DISTANCE OF 424.00' TO A 1-
 1/2" OPEN TOP PIPE FOUND; THENCE N05°26'07"W A DISTANCE OF 211.40' TO
 A 1-1/2" OPEN TOP PIPE FOUND; THENCE S72°23'04"E A DISTANCE OF 415.56'
 TO A 1-1/2" OPEN TOP PIPE FOUND AND THE TRUE POINT OF BEGINNING.
 SAID PARCEL OF LAND CONTAINS 38.92 ACRES OF LAND, MORE OR LESS.

PHASE 9, TRACTS 9A, 9C and 9D

All that tract or parcel of land lying and being in Land Lot 273 of the 25th District, 2nd
 Section of Gilmer County, Georgia, and being more particularly described as Tracts 9A,
 9C and 9D, as shown on plat of survey prepared for RLF Tranquility Properties, LLC, by
 Mark E. Chastain, GRLS #2718, dated February 3, 2015 and recorded in Plat Book 58,
 Page 122, Gilmer County, Georgia Records. Said parcel of land, being the sum of these
 three tracts, contains 34.56 acres, more or less. Said plat is incorporated herein by
 reference for a more complete legal description.

(all the above hereinafter referred to as "the Property").

WHEREAS, the undersigned desires to enhance the value and provide the
 uniform development of the Property; and this Declaration shall be applicable to the
 entire tract of property referenced above, and/or any conveyances from OWNER herein,
 regardless of whether such conveyance document references this Declaration, and shall
 be effective as to all of the property herein described and/or any conveyances, as of the
 date of filing of record of this Declaration;

WHEREAS, to accomplish that purpose OWNER does hereby subject the
 property to the following Declaration of Covenants, Conditions and Restrictions (the
 "Declaration"); and

NOW THEREFORE, the OWNER hereby declares that the Property be held, conveyed, encumbered, used, occupied, and improved subject to the following covenants and restrictions (the "Restrictions"). The covenants and restrictions set forth herein shall run with the land and shall be binding on all parties having or acquiring any right, title or interest therein or thereto, and shall, subject to the limitations herein provided, inure to the benefit of OWNER, its successors and assigns, to wit;

The uses of the Property shall be restricted by residential zoning requirements provided by Gilmer County, Georgia.

No Commercial animal operations of any kind shall be permitted on the Property.

No farm animals shall be allowed on the Property, with the exception of horses, which shall be limited to one (1) horse per five (5) acres of land, and subject to the governing rules of Gilmer County, Georgia.

No mobile or manufactured homes shall be permitted on the Property. Recreational Vehicles shall be permitted on the Property, but shall not be occupied for more than sixty (60) cumulative days in a calendar year, and of these sixty (60) days, not more than fifteen (15) days consecutively. Said use of a recreational vehicle on the Property shall be governed and subject to the zoning regulations of Gilmer County, Georgia.

No dumping, accumulating or burning trash on the Property.

Any tanks for water, liquid propane gas or other fuels, or any other liquids shall be buried in accordance with local, state and federal regulations. Mobile tanks mounted to trailers or equipment shall be allowed.

There shall be either a 25' or a 100' building setback, as provided for and shown on Exhibit "A" attached hereto and incorporated herein by reference. Regardless of said setback requirements created herein and shown on Exhibit "A", fences shall be allowed along the property line, and shall be in accordance with and subject to Gilmer County, Georgia zoning and building regulations.

The use of firearms on the Property is prohibited. The term "firearms" includes, without limitation, "BB" guns, pellet guns, and small firearms of all types.

The property within the either 25' or 100' setback (the 25' setback hereinafter referred to individually as the "25' Setback Property", and together with the 100' setback referred to as the "Setback Property") shall be subject to the following covenants, conditions and restrictions:

EROSION CONTROL. Any violation of any governmental law, rule, or regulation governing erosion and sedimentation shall be a violation of this Declaration. No land disturbance which may create erosion or sedimentation shall be undertaken.

TREES. No tree shall be removed from any Setback Property unless such tree is damaged or diseased or could cause damage to other trees located within the setback.

SIGNS. No sign whatsoever (including but not limited to commercial and similar signs) shall be installed, altered or maintained on the Setback Property, except signs marking private property and no trespassing restrictions and such signs as may be required by legal proceedings. "For Rent" signs are prohibited.

ANTENNAE, ETC. No exterior television or radio antennae or satellite dish or receiver or solar equipment of any sort shall be placed, allowed or maintained upon any portion of the Setback Property, except that one eighteen inch (18") or smaller receiver may be placed. No antennae shall be installed or used for the purpose of transmitting of electronic signals.

WATER, FUEL, AND OTHER STORAGE TANKS. Any storage tanks for water, liquid propane gas or any other home fuels must be buried underground in compliance with any and all environmental regulations.

MAINTENANCE. Owner shall keep and maintain the Setback Property owned by him in good condition and repair.

VEHICLES, RECREATIONAL VEHICLES AND TRAILERS. The term vehicles shall include without limitation, motor homes, boats, trailers, motorcycles, mini-bikes, scooters, go-carts, trucks, campers, buses, vans, limousines, and automobiles. No vehicle may be left upon any portion of the Setback Property if it is unlicensed or if it is in a condition that it is incapable of being operated upon the public highways. No trailer, mobile home, motor home, recreational vehicle, camper, truck with camper top, boat or boat trailer or like equipment shall be permitted on the Setback Property on a permanent basis, but shall be allowed on a temporary basis not to exceed twelve (12) consecutive hours. (The intent of this provision is that the aforementioned recreational vehicles may not be stored on the Setback Property and the temporary removal of such vehicle from the Setback Property to break the continuity of the twelve (12) consecutive hours shall not be sufficient to establish compliance with this restriction.)

ANIMALS. No animals, including birds, insects and reptiles, may be kept on the Setback Property unless kept thereon solely as household pets and not for commercial purposes. No animal shall be allowed to become a nuisance. No animals shall be kept, bred or maintained for any commercial purpose.

OCCUPANTS BOUND. All covenants and restrictions contained herein which prohibit actions of Owners shall also apply to all Occupants even though Occupants are not specifically mentioned.

UNSIGHTLY OR UNKEMPT CONDITIONS. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions shall not be pursued or undertaken upon the Setback Property.

GUNS. The use of firearms on the Setback Property is prohibited. The term "firearms" includes, without limitation, "BB" guns, pellet guns, and small firearms of all types.

UTILITY LINES. No overhead utility lines, including lines for cable television, shall be permitted, except for temporary lines as required during construction.

ARTIFICIAL VEGETATION, EXTERIOR SCULPTURE, AND SIMILAR ITEMS. No artificial vegetation shall be permitted on the exterior of the Setback Property.

ENERGY CONSERVATION EQUIPMENT. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed.

BUILDINGS AND SIMILAR STRUCTURES. No structure of a temporary or permanent nature shall be erected or allowed to remain on the Setback Property, and no trailer, camper, shack, tent, garage, barn or other structure may be used as a residence, either temporarily or permanently.

SOLID WASTE.

(a) No person shall dump rubbish, garbage, or any other form of solid waste on the Setback Property.

(b) Except during approved construction and as approved by the appropriate governmental authority, no person shall burn rubbish, garbage, or any other form of solid waste on the Setback Property.

DRIVEWAY. An access drive shall be allowed over and within the 25' Setback Property.

NUISANCES. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition the Setback Property. No Setback Property shall be used, in whole or in part, for the storage of any property or thing that will cause such Setback Property to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Setback Property, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Setback Property. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of the Setback Property unless required by law.

RIGHT OF ENFORCEMENT. This Declaration and the Restrictions contained herein shall inure to the benefit of and shall be enforceable by (i) Owner so long as it owns any portion of the Property; or (ii) Tranquility at Carter's Lake Owner's Association, Inc., a Georgia non-profit corporation (the "Association").

RIGHT OF ABATEMENT.

(a) Except where different notice provisions are provided elsewhere herein, in the event of a violation or breach of any Restriction contained in this Declaration, the Association or Owner shall give written notice by certified mail to the violating property owner setting forth in reasonable detail the nature of such violation or breach and the specific action or actions needed to be taken to remedy such a violation or breach. If such property owner shall fail to take reasonable steps to remedy such violation or breach within thirty (30) days after the mailing of said written notice, then the Association or Owner shall have the Right of Abatement.

(b) The Right of Abatement means the right of the Association and Owner, through their agents and employees, to enter at all reasonable times upon any portion of the Property as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the violating property owner to abate, extinguish, remove, or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this paragraph, and with the cost thereof, including the costs of collection including reasonable attorneys' fees, together with interest thereon at the lower of highest rate permitted by Law or 18%.

SPECIFIC PERFORMANCE. Nothing contained in this Declaration shall be deemed to affect or limit the rights of Owner or the Association to enforce the Restrictions by appropriate judicial proceedings or to recover damages. However, it is hereby declared that it may be impossible to measure accurately in money the damages which will accrue to a beneficiary hereof, its transferees, successors or assigns, by reason of a violation of, or failure to perform any of the obligations provided by this Declaration; and therefore, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof.

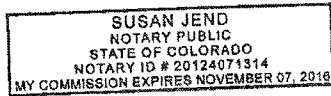
[Signatures on following pages.]

IN WITNESS WHEREOF, OWNER has caused this Declaration to be duly executed and sealed the day and year herein stated.

This 8th day of September, 2015

Deb Bruno
Witness

Susan Jend
Notary Public



RLF TRANQUILITY PROPERTIES, LLC
by: COASTAL TIMBER PARTNERS,
LLC, its Manager

(Seal)
By: Aaron M. Patsch, Authorized Representative

Consented to by Lender:

River Valley AgCredit ACA

_____(Seal)
By:

Consented to by:

Tranquility at Carters Lake Owners Association, Inc.,

Tom A. Chandra President
By:

Alan Hicks Secretary
By:

Consented to by Lender:

River Valley AgCredit ACA



(Seal)

By:

James D Roberts
Relationship Manager III

Consented to by:

Tranquility at Carters Lake Owners Association, Inc.,

By: _____

By: _____

Exhibit D

ANY AND ALL REAL PROPERTY LOCATED IN LAND LOT 269 & 272 OF THE 25TH DISTRICT OF THE 2ND SECTION OF GILMER COUNTY, GEORGIA, OR WITHIN 1 MILE OF THE PROPERTY SET FORTH IN EXHIBIT "A."

Exhibit E

Design Guidelines

Building Type:

- Stick built, log home, modular home and system-built construction only as set forth in this Declaration.

Exterior:

- Block, brick, rock/stone foundation. Exposed concrete or block must have stucco applied on or before completion of home.
- Wood, log, rock/stone, stucco, brick, fiber cement, hardi-plank and any combination thereof is permitted. Vinyl and aluminum siding is not permitted.
- Exterior of homes must be of earth tone colors.
- Windows/doors must be of sound quality and workmanship and installed properly.
- No satellite dishes over 18 inches in diameter shall be permitted.
- No pre-fabricated, metal or plastic outbuilding will be permitted. Outbuildings must be constructed of similar materials and colors as the home.
- Detached garages are permitted, but must be constructed of the same exterior material as the home.
- Roof-pitch must be a minimum of 6/12. This also applies to outbuildings and detached garages.
- No chain-link, barbed wire or other similar wire fencing allowed. All fencing must be constructed of wood, stone or wrought iron.

Contractor Responsibilities:

- Contractor must have proof of insurance; to include but not limited to automobile, workman's compensation, and liability insurance of no less than one million dollars.
- Contractor must provide one (1) portable toilet for each job site within the development. The contractor must present a maintenance agreement, which allows for weekly dumping/cleaning of portable toilet.
- Contractors must have a dumpster on site for each job site. Trash and excess/waste building materials shall be placed in dumpster at the end of each working day.
- The Association reserves the right to levy fines of \$100 per day against owners whose contractors who do not adequately clean building site, have a dumpster on site or do not have a functioning portable toilet.
- Building materials cannot be placed within road rights of way or utility easements.
- Contractor must assume liability for all construction vehicles that enter Wildlife Acres en route to their job site, specifically overweight vehicles that damage road surface and negligence of operators. Concrete truck weight limit is 5 yards per truck.
- Contractor is responsible for actions of any/all subcontractors.
- Contractors/subcontractors are responsible for any cut, break or damage to underground utility caused by their negligence.

Lot Owner Responsibilities:

- Lot owner is responsible for agents, employees, contractors, subcontractors and assigns.
- If the lot has been improved (built upon), then the owners of the improved lot shall maintain their lot (s) to neatly kept and mowed condition. All stumps, brush piles and debris shall be removed from lot (s) or hidden from sight from the roadways.