

EXHIBIT "B"

BK11020 PG0039

BY-LAWS OF
GEORGIAN HILLS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The Name of the Association is GEORGIAN HILLS HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association"). The principal office of the Association (until otherwise designated by the Board) (as hereinafter defined) shall be located at 251H Hurricane Shoals Road, Lawrenceville, GA 30245, but meetings of Members and directors may be held at such other places within the State of Georgia, as may be designated by the Board.

ARTICLE II
DEFINITIONS

Unless otherwise set forth herein, the terms used in these By-Laws shall have the same meanings ascribed to such terms as set forth in the Declaration of Covenants, Restrictions, and Easements for GEORGIAN HILLS HOMEOWNERS ASSOCIATION, INC., dated as of January 1, 1995, which has been executed by MAGRUDER PROPERTIES, INC. with respect to a community known as GEORGIAN HILLS, and is to be executed by duly authorized officers of the Association, and is to be filed for record in the office of the Clerk of the Superior Court of Gwinnett County, Georgia, as such Declaration may be amended from time to time, and which Declaration is incorporated herein by reference.

ARTICLE III
MEETINGS

3.1 Annual Meetings of Members: The regular annual meeting of the Members shall be held not later than six (6) months past the end of the fiscal year of the Association, on a date (which is not a legal holiday) and at such place within the State of Georgia, as shall be designated in the call of meetings pursuant to Section 3.3 below. If no such date is designated, the annual meetings shall be held on the Second Tuesday in January, if not a legal holiday, and if a legal holiday, then the next business day succeeding. The Members shall, at such annual meeting, elect a Board of Directors for the ensuing year, in the manner provided in Article IV hereof, and shall have authority to transact any and all business which may be brought before such meeting.

3.2 Special Meeting of Members: Special meetings of Members shall be held at such place within the State of Georgia as shall be designated in the call of the meeting. Special meetings may be called by the President at any time and must be called by the President when so requested in writing by any two (2) Directors or by twenty-five (25%) percent of the Class A Membership.

3.3 Notice of Meetings: Written notice of the place, date, and time of every annual or special meeting of Members shall be mailed to each Member, at least fifteen (15) days before such meetings. Each Member shall register his address with the Association, and notices of meetings shall be mailed to him at such address, and if no such address has been registered, at the last known address of the Member. If for a special meeting, such notice shall state the object or objects of the meeting. It shall not be necessary that notice of an annual meeting specify the business to be transacted at such meeting, but such notice shall specify the number of Directors to be elected at such annual meeting.

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3.4 Quorum: Unless otherwise provided in the Declaration, a quorum at any meeting of members, whether annual or special, shall consist of the presence at such meeting, in person or by proxy, of Members entitled to cast one-fifth (1/5th) of the votes of each class of Membership. Unless otherwise provided in the articles of Incorporation of the Association, or in the Declaration, or in these By-Laws, a majority of the votes entitled to be cast by all Members present at a meeting shall be necessary and sufficient to decide and at upon any question which shall come before the meeting. No business shall be transacted at any meeting unless a quorum is present.

3.5 Voting: Voting rights of Members shall be as set forth in the Declaration. Where any Member is a group or entity other than one individual person, the vote on behalf of such Member shall be exercised by only such individual person as shall be designated in a proxy instrument duly executed by or on behalf of such Member, and delivered to the Secretary of the Association.

ARTICLE IV DIRECTORS

4.1 Number: The affairs of the Association shall be managed by an initial Board of two (2) Directors, who need not be Members of the Association, and who shall be appointed and removed in accordance with Section 3.08 of the Declaration. The Board shall be increased as provided in Section 4.2 hereof, and once the control of the Association passes to the Class A Members, as provided in the Declaration, the affairs of the Association shall be managed by a Board of not less than five (5) nor more than nine (9) Directors.

4.2 Terms of Office: At the first annual meeting after control of the Association has passed to the Class A membership, the Board shall be increased to five (5) Directors in accordance with the following procedure. At that meeting, the Members shall elect two (2) Directors to serve a two (2) year term, and three (3) Directors to serve a one (1) year term. All Directors shall hold office until their successors have been elected. The number of Directors may be increased by amendment to this provision of the By-Laws.

4.4 Compensation: No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

4.5 Action Taken without a Meeting: The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

4.6 Nomination: Nomination for elected members to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled.

4.7 Election: Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

4.8 Regular Meetings of Directors: Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should such meeting fall upon a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday.

4.9 Special Meetings of Directors: Special meetings of the Board of Directors shall be held at such place within the State of Georgia as shall be designated in the call of such meetings. Special meetings of the board of Directors may be called by the President at any time, in his discretion, and must be called by the president whenever so requested in writing by two (2) members of the Board of Directors.

4.10 Notice of Meetings: Notice of special meetings of the Board of Directors shall be given by the President or the Secretary to each member of the board, not less than three (3) days before the time at which meetings are to convene. Said notices may be given by telephone, or by any other form of written or verbal communication. It shall not be necessary for notices of special meetings of the Board of Directors to state the purposes or objects of the meeting. Action may be taken by the Directors without a meeting if such action is consented to in writing by all of the Directors.

4.11 Quorum: A quorum at any meeting of the Board of Directors shall consist of a majority of the Members of the Board. Unless otherwise provided in the Articles of Incorporation of the Association, or in these by-Laws, or in the Declaration, a majority of those present at any meeting at which a quorum is present may decide all questions which may come before the meeting.

4.12 Powers: The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the common Property and Facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (c) Exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the Membership by other provisions of these by-Laws, the Articles of Incorporation, or the Declaration;
- (d) Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

BK11020 PG0042

- (e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

4.13 Duties: it shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4th) of the class A members who are entitled to vote;
- (b) Supervise all officers, agents, and employees of the Association, and see that their duties are properly performed;
- (c) As more fully provided in the Declaration:
 - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) Foreclose the lien against any property for which assessment not paid within thirty (30) days after the due date or bring an action at law against the Owner personally obligated to pay the same;
- (d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate insurance on property owned by the Association, as provided in the Declaration;
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as required by the Declaration; and
- (g) Cause the Association to carry out all of its duties and obligations under the Declaration.

ARTICLE V
OFFICERS AND THEIR DUTIES

5.1 Enumeration of Officer: The officers of this Association shall be a President and Vice-president, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may, from time to time, by resolution create.

5.2 Election of Officers: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

BK11020 PG0043

5.3 Term: The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

5.4 Special Appointments: The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

5.5 Resignation and Removal: Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.6 Vacancies: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

5.7 Multiple Offices: The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 5.4 of this Article.

5.8 Duties: The duties of the officers are as follows:

- (a) President: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes.
- (b) Vice-President: The vice-president shall act in the place and stead of the President in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- (c) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members keep appropriate current records showing the Members of the Association, together with their addresses; and shall perform such other duties as required by the Board.
- (d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of

BK11020 PG0044

income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE VI
SEAL

6.1 Corporate Seal: The Corporate seal of the Association shall be in the following form, to-wit:

and the seal in such form is hereby adopted as the Corporate Seal of the Association.

ARTICLE VII
MISCELLANEOUS

7.1 The Declaration: All provisions contained in the Declaration with regard to rights, powers, and duties of the Association, the Members thereof (including, without limitation, classes of members and qualifications and rights of the members of each class), and the Board of Directors thereof, are hereby incorporated into these by-Laws by this reference, with the same effect as if such provisions were fully set forth herein.

7.2 Committees: The Board of Directors of the Association shall appoint Committees as specifically provided for in the Declaration and in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

7.3 Books and Records: The books and records of the Association shall, at all times, during reasonable business hours, be open for inspection by any Member of the Association and any institutional holder, insurer or guarantor of a first mortgage.

7.4 Indemnification: The Association shall indemnify any person made a party to any action, suit, or proceeding, whether civil or criminal by reason of the fact that he, his testator, or intestate, is or was a director, officer, or employee of the Association, against the reasonable expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense of the action, suit, or proceeding or in connection with any appeal in it. This right of indemnification shall not apply in relation to matters as to which the director, officer, or employee shall be adjudged in the action, suit, or proceeding to be liable for negligence or misconduct in the performance of any duty to the Association. The right to indemnification conferred by this section shall not restrict the power of the Association to make any other indemnification permitted by law.

7.5 Fiscal Year: The fiscal year of the Association shall be determined by resolution of the Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

7.6 Parliamentary Rules: "Robert's Rules of Order" (current edition) shall govern the conduct of all Association proceedings, when not in conflict with Georgia law, the Articles of Incorporation, the Declaration, these By-Laws, or a ruling made by the person presiding over the proceeding.

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7.7 Conflicts: If there are conflicts or inconsistencies between the provisions of Georgia law, the Articles of Incorporation, the Declaration, or these by-laws, then the provisions of Georgia Law, the Declaration, the Articles of Incorporation, and these by-laws (in that order) shall prevail.

7.8 Notices: Unless otherwise specified in the Declaration or By-laws, all notices, demands, bills, statements, or other communications required or permitted to be sent under the Declaration or these by-laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by first class mail, postage prepaid:

- (a) If to a member at the address which the Member has registered in writing and filed with the Secretary, or, if no such address has been registered, at the last known address of the Member; or
- (b) If to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members.

If there are multiple Owners of a single piece of property, notice to one (1) shall be deemed to be notice to all.

7.9 Amendment: The provisions of the Declaration applicable to amendment of that instrument shall apply to any amendment to these By-Laws.

7.10 Fining Procedure: The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

- (a) Demand: Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:
 - (i) the alleged violation;
 - (ii) the action required to abate the violation; and
 - (iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a fine, if the violation is not a continuing one. The Board or its designee may demand immediate abatement in such circumstances which, in the Board's determination, pose a danger to safety or property.
- (b) Notices: within twelve (12) months of such demand, if the violation continues past the period allowed in demand for abatement without penalty, or if the same rule is subsequently violated, the Board may, upon notice, impose a fine. The notice shall state:
 - (i) the nature of the alleged violation;

BK11020 PG0046

- (ii) that the alleged violator may, within ten (10) days from the date of the notice, request a hearing regarding the fine;
 - (iii) that any statement, evidence, and witnesses may be produced by the alleged violator at the hearing; and
 - (iv) that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days of the date of notice.
- (c) Hearing: If a hearing is requested, it shall be held before the Board in an executive session, and the alleged violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing.

DEED B: 58860 P: 00610
06/18/2021 01:17:05 PM Pgs: 6 Fees: \$ 25.00

Tiana P Garner, Clerk of Superior Court
Gwinnett County, Georgia

After Recording Return To:
Lueder, Larkin & Hunter, LLC
5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005
Attn: Elina V. Brim

Cross Reference:
Deed Book 11020, Page 9

STATE OF GEORGIA

COUNTY OF GWINNETT

**AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS, AND
EASEMENTS FOR GEORGIAN HILLS**

This Amendment to the Declaration of Covenants, Restrictions, and Easements for Georgian Hills (hereafter referred to as "Amendment") is made on the date first set below.

WITNESSETH:

WHEREAS, MAGRUDER PROPERTIES, INC., a Georgia Corporation (hereafter referred to as "Declarant"), recorded that certain Declaration of Covenants, Restrictions, and Easements for Georgian Hills on January 20, 1995 in Deed Book 11020, Page 9 of the Gwinnett County, Georgia land records (hereafter referred to as the "Declaration");

WHEREAS, the Declarant also recorded Owner Consents to Declaration of Covenants, Restrictions, and Easements for Georgian Hills at Deed Book 11020, Page 47 and Deed Book 11262, Page 110 imposing additional covenants and restrictions on lots within Georgian Hills (hereafter collectively referred to as the "Additional Restrictions");

WHEREAS, pursuant to the terms of Additional Restrictions, said covenants and restrictions were set to expire on September 20, 2019 for Unit One and on October 4, 2019 for Unit Two;

WHEREAS, Georgian Hills Homeowners Association, Inc. is the association identified in the Declaration and is charged with enforcement of the Declaration;

WHEREAS, the Board of Directors determined that it is in the best interests of the community to renew and extend the Additional Restrictions because the Additional Restrictions serve to protect property values and uniformity of architectural design in the subdivision;

WHEREAS, pursuant to Article VIII, Section 8.03 of the Declaration, the Declaration may be amended as follows: 1) notice of the subject matter of the proposed amendment shall be

included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each Member of the Association; 2) at such meeting, a resolution adopting a proposed amendment may be proposed by the Board or by Members of the Association; 3) such amendment must be approved by members holding at least two-thirds (2/3) of the total votes in the Association; 4) any amendment which materially and adversely affects the security title and interest of any mortgagee must be approved by such mortgagee, and 5) during any period in which the Declarant has the right to appoint and remove officers and directors of the Association, such amendment must be approved by the Declarant.

WHEREAS, notice of the subject matter of this Amendment was included in the notice of the meeting of the Association at which this Amendment was considered and delivered to each member of the Association;

WHEREAS, the Board of Directors passed a resolution adopting the proposed amendment at the meeting of members held on May 20, 2021;

WHEREAS, the Amendment was approved by members holding at least two-thirds (2/3) of the total votes in the Association at a meeting held on May 20, 2021;

WHEREAS, as of the time this Amendment was proposed and approved, the Declarant no longer had the right to appoint and remove officers and directors of the Association;

WHEREAS, this Amendment does not materially and adversely affect the security title and interest of any mortgagee, and as of the date of this Amendment, there are no Eligible Mortgage Holders;

NOW, THEREFORE, the Declaration is hereby amended as follows:

1.

The Preamble of the Declaration is amended by adding the following sentence thereto:

This document establishes a mandatory membership homeowners association, and is intended to submit the Property and the Association to the provisions of the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, *et seq.*

2.

Article I of the Declaration is amended by adding the following definition thereto:

1.17 "Georgia Property Owners' Association Act" or "Act" shall mean the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, *et seq.*, as the same may be supplemented, amended or modified. Georgian Hills is a

residential property owners' development which is hereby submitted to the Act. The Declaration and all property subject to the Declaration are accordingly submitted to the Act, and any provision in the Declaration to the contrary shall be null and void.

3.

Article V of the Declaration is amended by adding Section 5.02 thereto:

5.02 Additional Covenants and Restrictions: The following covenants and restrictions are hereby added to the Declaration. Said Covenants and Restrictions shall bind the Property and the individual Lots as provided in Article VIII, Section 8.01 of this Declaration:

- (a) Lots shall be for single family residential purposes only.
- (b) No Lot shall be subdivided, nor shall more than one house be erected on any one Lot.
- (c) R-100 Lots- No single story residence shall be erected on any Lot to have less than 1600 square feet of heated space. No two story residence shall be erected on any Lot to have less than 1900 square feet of heated living space.
R-75 Lots- No single story residence shall be erected on any Lot to have less than 1400 square feet of heated space. No two story residence shall be erected on any Lot to have less than 1700 square feet of heated living space.
- (d) No building, including tool shed, storage facilities, or any Structure shall be erected or placed on any Lot or permitted to remain on said Lot until building plans, elevations, specifications, materials, specification of construction methods, with plans showing location of such change have been approved in writing by the Association's Board of Directors as to the conformity and harmony of external finish, color, design, and general quality with existing standards of the neighborhood, and as to location of building with respect to topography and finished ground elevations, which approval shall be at the sole discretion of the Association's Board of Directors. After final plans and specifications have been approved by the Association's Board of Directors, no changes may be made in said plans or specifications without consent of the Association. All work outlined in the approved plans must be completed within six (6) months from the date of approval, unless a longer period of time is approved by the Association's Board of Directors in writing.

No satellite dish, direct broadcast satellite (DBS) antenna, or multi-channel multi-point distribution service (MMDS) larger than one meter in diameter shall be placed, allowed, or maintained upon any portion of the Property, including a Lot. Satellite dishes and DBS and MMDS antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association authorized by the FCC, both as may be amended from time to time. Such items shall be installed in the least conspicuous location available on the Lot which permits reception of an acceptable signal. Except as provided by this Section, 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 on any portion of the Property, whether attached to a home or structure or otherwise.

- (e) No house shall be erected or remodeled on any Lot to be used as a church, school, or kindergarten.
- (f) All county zoning restrictions applicable to this Property shall be observed. In the event of any conflict between any provision of such codes, regulations and restrictions and the provision of this Declaration, the more restrictive provisions shall apply.
- (g) No living tree may be cut on any of the Lots in the subdivision without the express written consent of the Association.
- (h) No livestock or live fowl or other animals, except domesticated dogs and cats, shall be kept on any Lot. No dogs or cats may be kept on Lots and bred or maintained for any commercial purpose. No animals shall be kept in the subdivision that create a nuisance or disturb neighbors' quiet enjoyment of their property.
- (i) Outside clothes lines shall not be permitted.
- (j) Roofs shall have no less than 8-12 pitch. All roofs shall be black.
- (k) No parking of any vehicle, other than passenger automobiles and pick-up trucks, shall be permitted on streets or Lots except during construction and thereafter except for delivery or pick-up. No parking of any vehicle that is not operational or under repair shall occur on any Lot, driveway or street for more than any 24 hour period. Said vehicle must be removed by vehicle owner within said 24 hour period.
- (l) The Association shall designate the type and color of mail boxes to be erected in the subdivision. Mailboxes shall be approved as provided in Article V, Section 5.02(d) of this Declaration, as amended.
- (m) All front yards must be sodded.
- (n) Walls and fences: No fence or wall shall be erected, placed, or altered on any Lot nearer to any street than said minimum building setback lines unless the same be retaining walls of masonry construction which do not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized, except that this restriction shall not apply to fences or walls which have been approved by the Association or the Developer. The exposed part of retaining walls shall be made of clay brick, natural stone, stucco, railroad ties, or veneered with brick or natural stone. No fence shall be erected using materials such as hog or chicken wire, barbed wire or other similar material. Black or green vinyl coated chain link fences may be erected, provided they are screened from street view by a wood privacy fence that is architecturally similar to the neighboring architecture, and shall include planting as an integral component. Street view shall mean that view from the front corner pin to other front corner pin and any Lot that is a corner Lot with two street views shall also apply pin to pin front or side if said side is a front street view side. Wood fences are permitted, finished side turned out, and shall enclose rear yard only. No fence shall extend beyond rear corner of the house. The Association must approve any fence or wall prior to installation. Plans for approval shall include materials to be used and cosmetic features.
- (o) Recreational vehicles (RVs), trailers, trucks school buses, boats, campers, boat trailers, and utility trailers up to twenty two (22') feet must be kept in the rear yard, but must not be lived in, and shall be screened by a wood privacy fence equal to or greater than the

height, width, and length of item being screened to conceal them from view of neighboring Lots and streets. No house trailers or mobile homes, or other habitable motor vehicles of any kind, school buses, trucks, or commercial vehicles over one ton capacity, shall be kept, stored or parked overnight either on any street or any Lot.

- (p) Signs – No advertising signs of any nature, billboards, signs for any reason or purpose shall be erected on any Lot or displayed to the public on any Lot except a professional sign 18"x 24" in size may be used to advertise the property "For Sale" or "For Rent." This restriction shall not apply to signs used to identify and advertise the subdivision as a whole, nor to signs for selling Lots and/or houses during the development and construction period, provided such signs are approved as provided herein. Also, the provisions of this section shall not apply to anyone who becomes the owner of any Lot as purchaser at a judicial or foreclosure sale conducted with respect to a first mortgage or as transferee pursuant to any proceedings in lieu thereof. Also, this restriction shall not apply to the permanent subdivision sign to be erected on entrance Lots.
- (q) All residences shall be either stucco, brick or stacked stone fronts or accents, except in the case of a colonial style with front porch or portico.
- (r) No above ground pools shall be permitted.
- (s) No window air conditioning unit shall be permitted.
- (t) Sidewalks measuring a minimum of 36 inches in width, shall be installed along both sides of the street at 24 inches from the back of the curb. These sidewalks shall comply with Gwinnett County specifications for sidewalks.

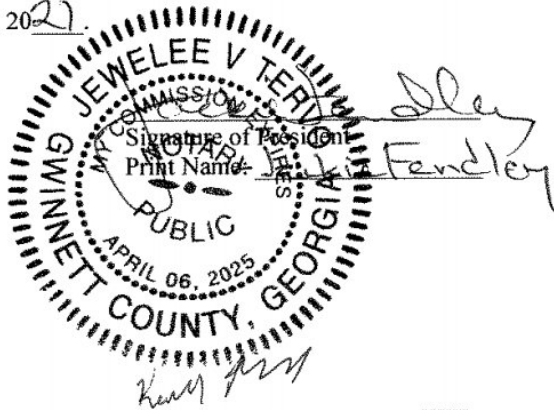
[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned officers of the Association unequivocally state that the agreement of the required majority was otherwise lawfully obtained and that all notices required by the Declaration and the Georgia Property Owners Association Act, O.C.G.A. § 44-3-220, et. seq., were properly given

Dated this 26 day of May, 2021.

Sworn to and subscribed before me
this 24 day of May, 2021

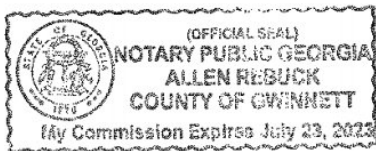
Witness: [Signature]
Jewellee V Terro
Notary Public



Signature of Secretary
Print Name: Kenneth Barzell

Sworn to and subscribed before me
this 1 day of June, 2021

Witness: [Signature]
Allen Rebeck
Notary Public



verified
6/8/21
as to

Amend. 15082.62

1-1-95
PUD

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DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS
FOR GEORGIAN HILLS

TABLE OF CONTENTS

95 JUN 20 PM 1:24

ARTICLE I	DEFINITIONS	
1.01	Association	1
1.02	Board	1
1.03	By-Laws	1
1.04	Commencement Date	2
1.05	Common Property	2
1.06	Declarant	2
1.07	Development-Wide Standard	2
1.08	Lot	2
1.09	Member	2
1.10	Membership	2
1.11	Occupant	2
1.12	Owner	2
1.13	Property	3
1.14	Residence	3
1.15	Restrictions	3
1.16	Structure	3
ARTICLE II	COMMON PROPERTY	
2.01	Conveyance of Common Property	3
2.02	Right of Enjoyment	4
2.03	Rights of the Association	4
2.04	Conveyance of Common Property by Declarant to Association	5
2.05	Types of Common Property	5
2.06	Delegation of Use	5
2.07	Maintenance	5
ARTICLE III	GEORGIAN HILLS HOMEOWNERS ASSOCIATION	
3.01	Purpose, Powers, and Duties of the Association	6
3.02	Membership in the Association	6
3.03	Voting Rights	7
3.04	Board of Directors	7
3.05	Suspension of Membership	7
3.06	Termination of Membership	7
3.07	Voting Procedures	7
3.08	Control by Declarant	7
ARTICLE IV	ASSESSMENTS	
4.01	Covenants for Assessments and Creation of Lien and Personal Obligation	6 9
4.02	Purpose of Assessments	9
4.03	Accumulation of Funds Permitted	9
4.04	Annual Assessment	10
4.05	Special Assessments	10
4.06	Assessment Procedure	10
4.07	Uniform Rate of Assessment	11

601712

81

BK11020 PG0010

4.08	Contribution by Declarant	11
4.09	Effect of Non-Payment of Assessments	11
4.10	Certificate of Payment	11
4.11	Approval by Declarant	11
4.12	Specific Assessments	11
ARTICLE V	GENERAL COVENANTS AND RESTRICTIONS	
5.01	Application	12
ARTICLE VI	EASEMENTS, ZONING AND OTHER RESTRICTIONS	
6.01	Easements	12
6.02	Easement Area	13
6.03	Entry	13
6.04	Easements for Encroachment and Overhang	13
ARTICLE VII	ENFORCEMENT	
7.01	Right of Enforcement	14
7.02	Right of Abatement	14
7.03	No Waiver	15
ARTICLE VIII	DURATION AND AMENDMENT	
8.01	Duration	15
8.02	Amendments by Declarant	15
8.03	Amendments by Association	16
ARTICLE IX	ANNEXATION AND CONSTRUCTION AND SALE PERIOD	
9.01	Annexation	17
9.02	Construction and Sale Period	17
ARTICLE X	MISCELLANEOUS	
10.01	No Reverter	17
10.02	Severability	17
10.03	Headings	17
10.04	Gender	17
10.05	Notices	18
10.06	No Liability	18
10.07	Insurance	18
10.08	Variances	21
ARTICLE XI	MORTGAGEE PROVISIONS	
11.01	Special Mortgagee Provisions	21
11.02	Special PHLMC Provision	23
11.03	No Priority	24
11.04	Notice to Association	24
11.05	Amendment By Board	24
11.06	V.A. and H.U.D. APPROVAL	24
11.07	Applicability of Article XI	24
11.08	Failure of Mortgagee to Respond	25

DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS
FOR GEORGIAN HILLS

THIS DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR GEORGIAN HILLS (hereinafter referred to as the "Declaration") is made as of the 1st day of January, 1995, by MAGRUDER PROPERTIES, INC., a Georgia Corporation, (hereinafter referred to as "Declarant").

BACKGROUND STATEMENT

Declarant is or was the Owner of certain real property in Gwinnett County, Georgia, which is more particularly described on Exhibit "A" attached hereto and made a part hereof.

Declarant intends to develop on lands, including the real property above, a development to be known as GEORGIAN HILLS, (hereinafter referred to as the "Development"). Declarant intends by this Declaration to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within the property now or hereafter made subject to this Declaration, by the recording of this Declaration and amendments thereto. Declarant also desires to establish a method for the administration, maintenance, preservation, use and enjoyment of the property that is now or hereafter subjected to this Declaration and certain other properties described in this Declaration.

Declarant has caused the Association (as hereinafter defined) to be formed as a non-profit civic organization to perform certain functions for the common good and general welfare of the Owners (as hereinafter defined).

Declarant hereby declares that all of the real property described above shall be held, sold, and conveyed subject to this Declaration of Covenants, Restrictions, and Easements, which is for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property (as hereinafter defined). The covenants, restrictions, and easements set forth herein shall run with the Property, and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall, subject to the limitations herein provided, inure to the benefit of each Owner, his heirs, grantees, devisees, successors and assigns and to the benefit of the Association.

ARTICLE I
DEFINITIONS

The following words, when used in this Declaration of Covenants, Restrictions, and Easements, shall have the following meanings:

- 1.01 Association: "Association" means Georgian Hills Homeowners Association, Inc. (a non-profit, non-stock, membership corporation, organized under the Georgia Non-Profit Corporation Code) its successors and assigns.
- 1.02 Board: "Board" means the Board of Directors of the Association.
- 1.03 By-Laws: "By-Laws" means the By-Laws of the Association.
- 1.04 Commencement Date: "Commencement Date" means January 1st, 1995.

BK11020 PGO012

1.05 Common Property: "Common Property" means all real and personal property owned by the Association or in certain instances over which the Association has been granted permanent easements, for the common use and enjoyment of the Owners.

1.06 Declarant: "Declarant" means MAGRUDER PROPERTIES, INC., a Georgia Corporation, and its successors-in-title and assigns, provided any such successors-in-title or assigns shall acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the real property described in Exhibit "A", or the real property which is intended to become part of the Development, and provided further, in the instrument of conveyance to any such successor-in-title or assign, such successor-in-title or assign is designated as the "Declarant" hereunder by the Grantor of such conveyance, which Grantor shall be the "Declarant" hereunder at the time of such conveyance, provided, further, upon such designation of successor Declarant, all rights and obligations of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that as to all of the property described in Exhibit "A", attached hereto, and which is now or hereafter subjected to this Declaration, there shall be only one person or legal entity entitled to exercise the rights and powers of the "Declarant" hereunder at any one time.

1.07 Development-Wide Standard: "Development-Wide Standard" means the standard of conduct, maintenance, or other activity generally prevailing in the Development. Such standard may be more specifically determined by the "Board" and by committees required or permitted to be established pursuant to this Declaration or the by-Laws. Such determination, however, must be consistent with the Development-Wide Standard originally established by the Declarant.

1.08 Lot: "Lot" means any parcel of land shown upon a subdivision plat recorded in the office of the Clerk of the Superior Court of Gwinnett County, covering any portion of the Property, as such boundaries may be modified in accordance this Declaration provided, however, that no portion of the common Property shall ever be a lot except as provided in Section 2.05.

1.09 Member: "Member" means any member of the Association.

1.10 Membership: "Membership" means the collective total of all Members of the Association.

1.11 Occupant: "Occupant" means any person occupying all or any portion of a Residence located within the Development for any period of time, regardless of whether such person is a tenant or the Owner of such property.

1.12 Owner: "Owner" means the record owner (including Declarant), whether one or more persons or entities, of a fee simple title to any Lot; provided, however that where fee simple title has been transferred and is being held merely as security for the repayment of a loan, the person or entity who would own the Lot in fee simple if such loan were paid in full shall be considered the Owner.

1.13 Property: "Property" means that certain real property hereinabove described, together with such additional real property as may be subjected to the provisions of the Declaration in accordance with the provisions

hereof.

1.14 Residence: "Residence" means a Structure and the Lot on which it is situated which is intended for independent use and occupancy as a residence for a single family. A Structure and the Lot upon which it is situated shall not become a Residence until a certificate of occupancy shall have been issued by the appropriate governmental authorities as a pre-requisite to the occupancy of such Residence and until the Lot and Structure located thereon shall have been conveyed to a third party other than the builder thereof. The owner of a Residence shall notify the Association or its designee immediately upon issuance of a certificate of occupancy for the Residence.

1.15 Restrictions: "Restrictions" means all covenants, restrictions, easements, changes, liens, and other obligations created or imposed by this Declaration.

1.16 Structure: "Structure" means:

(a) Any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, deck, swimming pool, dock, fence, driveway, curbing, paving, wall, tree, shrub (and all other forms of landscaping), sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot;

(b) Any excavation, grading, fill, ditch, diversion dam or other thing or devise which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and

(c) Any change in the grade at any point on a Lot of more than (6) inches, whether or not Subsection (b) of this Section 1.17 applies to such change.

ARTICLE II COMMON PROPERTY

2.01 Conveyance of Common Property:

(a) The Declarant may, from time to time, convey to the Association or grant easements to the Association, at no expense to the Association and in accordance with this Section, real and personal property for the common use and enjoyment of the Owners of Residences (such real and personal property is hereinafter collectively referred to as "Common Property") and, to the extent set forth in the Declaration of Covenants, Restrictions, and Easements, the general public. The Association hereby covenants and agrees to accept from the Declarant all such conveyances of Common property.

(b) It is contemplated by the Declarant that the Declarant will convey to the Association Common Property for scenic and natural area preservation and for general recreational use to include facilities for swimming, tennis and exercise. The Declarant may, at Declarant's sole discretion, modify, alter, increase reduce

8K11020 PG0014

and otherwise change the Common Property contemplated to be conveyed to the Association in accordance with this Subsection (b) of this Section 2.01 at any time prior to conveyance of such Common Property to the Association.

(c) In addition to the property described in Subsection (b) of this Section 2.01, the Declarant may convey to the Association in accordance with this Section 2.01 such other real and personal property as the Declarant may determine to be necessary or proper for the completion of the Development.

(d) Notwithstanding any legal presumption to the contrary, the fee title to, and all rights in, any portion of the Property owned by the Declarant and designated as Common Property or designated for public use shall be reserved to the Declarant until such time as the same shall be conveyed to the Association or to any municipality or other governmental body, agency or authority.

2.02 Right of Enjoyment: Every Owner of a Residence shall have a right and easement to use and enjoy the Common Property, which right shall be appurtenant to and shall pass with the title to every Lot upon transfer; provided however that no owner shall do any act which interferes with the free use and enjoyment of the common property by all other owners. The Association may permit persons who are not Owners of Residences to use and enjoy part or all of the common Property subject to such limitations, and upon such terms and conditions, as it may from time to time establish. The right and easement of enjoyment granted or permitted by this Section 2.02 is subject to suspension by the Association as provided in Sections 2.03(f) and 3.05.

2.03 Rights of the Association: The rights and privileges conferred in Section 2.02 hereof shall be subject to the right, and where applicable, the obligation, of the Association acting through the Board to:

- (a) Promulgate rules and regulations relating to the use, operation, and maintenance of the Common Property;
- (b) Borrow money for the purpose of carrying out the activities of the Association, including the acquisition, construction, improvement, equipping and maintenance of Common Property, and in aid thereof to encumber by deed to secure debt, mortgage or other security interest any or all of the Association's property including Common Property and revenues from assessments, user fees, and other sources; and provided, however, that, during the period when the Declarant has the right to appoint members of the Board, the Association shall not deed, grant or convey to anyone any mortgage, deed to secure debt or other security interest on or in Common Property constituting real estate without approval by Declarant and a two-thirds (2/3) vote of the Members of the Association;
- (c) Grant easements or rights-of-way over Common Property to any municipality or other governmental body, agency or authority, to any quasi-public agency, or to any utility company or cable television system;
- (d) Dedicate or transfer all or any part of the Common Property or interests therein to any municipality or other governmental body, agency or authority for such purposes and subject to such provisions

and conditions as may be agreed upon by the Association and such grantee, including a provision that such property or interest shall, if such dedication or transfer is approved by a two-thirds (2/3) vote of the Members of the Association, cease to be subject to this Declaration or all or any part of the Restrictions while held by any such municipality or other governmental body, agency or authority;

- (e) Charge reasonable fees in connection with the admission to and use of facilities or services by Members and Non-members; provided that in setting any such fee the Board may establish reasonable classifications which shall be uniform within each such class but need not be uniform between such classes;
- (f) suspend, pursuant to Section 3.05, the voting rights of any Member and the right of enjoyment granted or permitted by Section 2.02;
- (g) Sell, lease or otherwise convey all or any part of its properties and interests therein;
- (h) Enforce all applicable provisions of valid agreements of the Association relating to the Common Property or any part thereof; and
- (i) Maintain any and all landscaping treatments previously installed by the Declarant, to the extent that such landscaping is not otherwise maintained by the appropriate county and/or municipal entity having jurisdiction over the roads serving the property.

2.04 Conveyance of Common Property by Declarant to Association: The Declarant may transfer or convey to the Association any personal property and any improved or unimproved property, leasehold, easement or other property interest which is or may be subjected to the terms of this Declaration. Such conveyance shall be accepted by the Association, and the property shall thereafter be Common Property to be maintained by the Association for the benefit of all of its Members.

2.05 Types of Common Property: At the time of the conveyance of any real property or grant of easement by the Declarant to the Association to be used as Common Property, the Declarant shall designate in the deed of conveyance or easement that such real property is to be common property, and further may designate in the deed of conveyance or easement the specific or general purpose or purposes for which such real property or any portion thereof may be used, and in such event, such real property or portion thereof shall not be used for any different purpose or purposes without the written consent of the Declarant and a two-thirds (2/3) vote of the Members of the Association.

2.06 Delegation of Use: Any Owner may delegate to the members of his family or his tenants who reside on a Lot, in accordance with the By-Laws, his right to use and enjoy the Common Property.

2.07 Maintenance: The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Property. In addition, the Association shall maintain grass and other landscaping located along or in

BK11020 PG0016

dedicated rights-of-way which were installed and maintained by Declarant, to the extent permitted by the applicable governmental authority, and shall maintain all entry features and retention ponds for the Development. The foregoing maintenance shall be performed consistent with the Development-Wide Standard.

The Association shall also have the right, but not the obligation, to maintain and provide services for other property now owned by the Association, whether located within or without the boundaries of the Development, and to enter into easements and agreements to share costs regarding such property where the Board has determined that this would benefit the Owners.

ARTICLE III
GEORGIAN HILLS HOMEOWNERS ASSOCIATION

3.01 Purpose, Powers, and Duties of the Association: The Association has been formed as a non-profit civic organization for the sole purpose of performing certain functions for the common good and general welfare of the people of the Development. the Association shall have no power or duty to do or perform any act or thing other than those acts and things which will promote, in some way, the common good and general welfare of the people of the Development. To the extent, and only to the extent, necessary to carry out such purpose, and subject to any limitations contained in this Declaration, the Association (a) shall have all of the powers of a corporation organized under the Georgia Non-Profit Corporation Code and (b) shall have the power and duty to exercise all of the rights, powers, and privileges and to perform all of the duties and obligations of the Association as set forth in this Declaration.

3.02 Membership in the Association: Every owner shall automatically be a Member of the Association and such membership, shall terminate only as provided in this Declaration of Covenants, Restrictions, and Easements. For purposes of voting, there shall be two (2) classes of Members as set forth in Section 3.03.

3.03 Voting Rights:

(a) Each Owner of a Lot, with the exception of declarant, shall be a Class A Member and shall be entitled to one (1) Class A vote per Lot owned by such Owner. where such Owner is a group or entity other than one individual person, the vote on behalf of such owner shall be exercised only by such individual person as shall be designated in a proxy instrument duly executed by or on behalf of such group or entity and delivered to the secretary of the Association.

(b) The Declarant shall be the sole Class B member and shall be entitled to three (3) votes for each Lot owned; provided, however, in no event shall the Class B Member have less than the total number of Class A votes plus one (1). The Class B membership shall cease and be converted to a Class A Membership at such time as Declarant no longer retains the right to appoint and remove members of the Board and officers of the Association pursuant to Section 3.08 below.

(c) The Development will be composed of Lots to be developed in phases containing unequal numbers of Lots. Each such phase will be platted of record in the office of the Clerk of the superior Court of Gwinnett County. The Declarant

shall notify the Association in writing when the final phase of the Development has been so platted of record. By acceptance of a deed conveying a Lot, each Owner acknowledges that, upon the annexation of additional real property composed of Lots pursuant to this Declaration, the total votes outstanding in the Association will automatically increase based upon the number of Lots in the phases added and in accordance with the formula set forth in Subsection (b) of this Section 3.03; provided, however, nothing contained herein shall obligate the Declarant to develop any proposed phase of the Development unless such phase is subjected to this Declaration.

3.04 Board of Directors: The affairs of the Association shall be managed by a Board of Directors. The number of directors and the method of election of directors shall be as set forth in the By-Laws of the Association.

3.05 Suspension of Membership: The Board may suspend the voting rights of any Member and the right of enjoyment of the common Property of any person who:

- (a) Shall be subject to the Right of Abatement, as defined in Sections 5.01 and 7.02, or elsewhere herein;
- (b) Shall be delinquent in the payment of any assessment levied by the Association pursuant to the provisions of Article IV hereof; or
- (c) Shall be in violation of any of the rules and regulations of the Association relating to the use, operation, or maintenance of Common Property.

Such suspension shall be for the balance of the period in which said Member or person shall remain in violation, breach or default, as aforesaid, except that in the a case of a violation described in Subsection (c) of this Section 3.05, the suspension may be for a period not to exceed sixty (60) days after the cure or termination of such violation. No such suspension shall prevent an Owner's ingress to or egress from his Lot.

3.06 Termination of Membership: Membership shall cease only when a person ceases to be an Owner.

3.07 Voting Procedures: The procedures for the election of Directors of the Association and the resolution of such other issues as may be brought before the Membership of the Association shall be governed by this Declaration, the Georgia Non-Profit Corporation Code, the Articles of Incorporation of the Association, and the By-Laws of the Association, a copy of which is attached hereto as Exhibit "B", as each shall, from time to time, be in force and effect.

3.08 Control by Declarant:

- (a) Notwithstanding any other language or provision to the contrary in this Declaration, in the Articles of Incorporation, or in the By-Laws of the Association, Declarant hereby retains the right to appoint and remove any members of the board of the Association, and any officer or officers of the Association until the first of the following events shall occur: (i) the expiration of seven (7) years after the date of the recording of this Declaration; (ii) the date upon which seventy-five (75%) percent of all of the Residences submitted or proposed to

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be submitted to this Declaration have been conveyed to owners other than a person or persons constituting Declarant; or (iii) the surrender by Declarant of the authority to appoint and remove directors and officers by an express amendment to this Declaration executed and recorded by the Declarant.

(b) Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Association pursuant to the provisions of this Section, such right shall automatically pass to the Owners, including Declarant if Declarant then owns one or more Lots; and a special meeting of the Association shall be called at such time. At such special meeting owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board and Declarant and shall deliver the books, accounts, and records, if any, which Declarant has kept on behalf of the Association and any agreements or contracts executed by or behalf of the Association during such period which Declarant has in its possession. The Association may exercise any other right of privilege given to it expressly by this Declaration or by law and any other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE IV ASSESSMENTS

4.01 Covenants for Assessments and Creation of Lien and Personal
Obligation: Each Owner of a Residence, jointly and severally, for himself, his heirs, devisees, legal representatives, successors and assigns, by acceptance of a deed for a Residence, whether or not the covenants contained herein shall be expressed in any such deed, hereby covenants and agrees as follows:

- (a) To pay to the Association the annual assessments and any specific assessments which may or shall be levied by the Association pursuant to this Declaration against all Residences owned by him.
- (b) To pay to the Association any special assessment for capital improvements and other charges which may or shall be levied by the Association pursuant to this Declaration against all Residences owned by him.
- (c) That there is hereby created a continuing charge and lien upon all Residences owned by him against which all such assessments are made to secure payment of such assessments and any interest thereon as provided in Section 4.09 hereof and costs of collection including reasonable attorneys' fees.
- (d) That such continuing charge and lien on such Residence binds such Residence in the hands of the then Owner, and the Owner's heirs, devisees, legal representatives, successors and assigns. Such charge and lien is superior to any and all charges liens or encumbrances which may hereafter in any manner arise or be imposed upon such Lots whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, except (i) such liens for taxes or other public charges as are by applicable law made superior, and (ii) any first mortgage on

Lot or Lots which has been recorded prior to the date of such continuing charge and lien (a "Prior Recorded First Mortgage"). Such continuing charge and lien shall not be affected by any sale or transfer of a Lot, except that a sale or transfer of a Lot pursuant to a foreclosure of a Prior Recorded First Mortgage shall extinguish such continuing charge and lien.

- (e) That no sale or transfer at foreclosure, or in lieu of foreclosure, shall relieve any Residence from liability for any assessment thereafter assessed.
- (f) That all annual, special, and specific assessments (together with interest thereon as provided in Section 4.09 of this Declaration and costs of collection including reasonable attorneys' fees) levied against any Residence owned by him during the period that he is an owner shall be (in addition to being a continuing charge and lien against such Residence as provided in Section 4.01(c) of this Declaration) a personal obligation which will survive any sale or transfer of the Residence owned by him; provided, however, that such personal obligation for delinquent assessments shall not pass to an owner's successor in title unless expressly assumed by such successor.

4.02 Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of providing for the common good and general welfare of the people of the Development, including, but not limited to, security, the acquisition, construction, improvement, maintenance, and equipping of common property, the enforcement of the Restrictions contained in this Declaration, the payment of operation costs and expenses of the Association, and the payment of all principal and interest when due on all debts owed by the Association.

4.03 Accumulation of Funds Permitted: The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of annual assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amounts of the annual assessments in any succeeding year, but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purpose.

4.04 Annual Assessment:

(a) Beginning on the date Declarant has completed all improvements it deems necessary or desirable, in Declarant's sole discretion, and continuing thereafter until January 1 of the year immediately following such Date, each Residence shall be subject to a maximum annual assessment of two hundred and fifty dollars (\$250.00), as may be prorated in accordance with the number of days in the Assessment Year such Residence existed and as may be adjusted pursuant to Sections 4.04(b) and (c), below. In the event that the such Date falls on a day other than January 1, the annual assessment for such year shall be prorated so that each owner pays an annual assessment proportional to the number of days remaining in the calendar year. The words "Assessment year" as used herein shall mean the calendar year, and the "First Assessment Year" shall be the year in which Declarant has completed all improvements it deems necessary or desirable, in

BK11020 PG0020

Declarant's sole discretion.

(b) Commencing with the First Assessment Year and continuing thereafter, without a vote of the membership, the annual assessment may be increased at any time and from time to time during each Assessment Year by a maximum percentage which is equal to the greater of (i) five (5%) percent or (ii) the percentage increase, if any, in the Consumer price Index for all Urban Consumers (the "CPI") as published by the Bureau of Labor Statistics of the U. S. Department of Labor for the United States, All Items (1982 - 84 = 100) for the monthly period ending on the 31st day of the month of October which immediately proceeds each Assessment Year over the CPI for the monthly period ending on the 31st day of the month of October one year earlier. If such Consumer Price Index should cease to be published, the Association shall use the most comparable governmental index published in lieu thereof.

(c) Commencing with the First Assessment Year and continuing thereafter, the annual assessment for each Assessment Year may, at any time, and, from time to time, be increased more than the amount permitted in Section 4.04(b), if such increase is approved by a two-thirds (2/3) vote of the Members of the Association.

4.05 Special Assessments:

In addition to the annual assessments authorized by this Article IV, the Association may levy, in any Assessment Year and with such frequency as the Association shall deem necessary, special assessments for the purpose of paying, in whole or in part, any unanticipated operating expenses, as well as the cost of any construction, reconstruction, repair or replacement of a capital improvement on the Common property. Such special assessments may be levied by the Board in any Assessment Year without the approval of the Members, which special assessments in the aggregate do not exceed an amount equal to the annual assessment then in effect. Special assessments exceeding said amount shall require the approval of a two-thirds (2/3) vote of the Members of the Association.

4.06 Assessment Procedure:

(a) The Board shall establish the annual assessment for each Assessment Year at an amount not in excess of the maximum annual assessment as determined by the provisions of this Article IV. The annual assessment shall be due and payable on January 1 of each year (such date is hereinafter referred to as the "Due Date"). The Board shall also establish an annual budget which shall list the estimated operating expenses and shall contain an amount to be set aside each year into a reserve allowance to be used for future repair and replacement of the Common Property. The Board shall cause the Association to send to each Owner at least thirty (30) days in advance of the due Date written notice setting forth the amount of the annual assessment and the Due Date. The annual assessment shall become due on the thirtieth (30th) day following such written notice or the Due Date, whichever is later. The Board may establish reasonable payment procedures to allow or require payment of the annual assessment in installments during the Assessment Year. The Board shall also establish payment procedures for payment of any special assessments for capital improvements which may be levied in accordance with the provisions of this Article IV.

(b) All Members of the Association shall be given written notice by the board not less than thirty (30) nor more than sixty (60) days in advance of any

meeting of the Members of the Association at which the Board shall propose taking action pursuant to Section 4.04(c) or Section 4.05 of this Article IV. Such written notice shall specify under which Section or Sections the Board will propose action.

4.07 Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for all Residences.

4.08 Contribution by Declarant: For so long as Declarant has the authority to appoint and remove directors and officers of the Association, Declarant shall not be liable for the payment of any assessments. Provided, however, during said period Declarant shall advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the association, and the sum of annual, special, parcel, and specific assessments collected by the Association in any Assessment Year, and such advances shall be evidenced by promissory notes from the Association to Declarant.

4.09 Effect of Non-Payment of Assessments: Any assessment which is not paid on or before the Due Date shall bear interest after the Due Date at the lower of the highest legal rate of interest which can be charged or the rate of twelve (12%) percent per annum or at such rate as the Board may from time to time establish, provided, however, that in no event shall the Board have the power to establish a rate of interest in violation of the laws of the State of Georgia. In the event of default in the payment of any one or more installments of an assessment, the Board may declare any remaining balance of the assessment at once due and payable. In the event that an Owner shall fail to pay fully any portion of any assessment prior to the date on which payment is due, such unpaid portion (including any remaining balance declared immediately due and payable in accordance with the preceding sentence), together with interest and costs of collection including a reasonable attorneys' fees, shall be a binding personal obligation of such Owner as well as a lien on such Owner's Residence enforceable in accordance with the provisions of this Declaration.

4.10 Certificate of Payment: Upon written demand by an Owner, the Association shall, within a reasonable period of time, issue and furnish to such Owner a written certificate stating that all assessments (including penalties, interest and costs, if any) have been paid with respect to any Lot owned by said owner as of the date of such certificate, or that all assessments, interest and costs have not been paid, setting for the amount then due and payable. the Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser of, or lender on, the Lot in question.

4.11 Approval by Declarant: Notwithstanding anything to the contrary contained herein, no special assessment shall be made without the Approval of Declarant for so long as Declarant has the right to appoint officers and directors of the Association.

4.12 Specific Assessments: The Board shall have the power to specifically assess pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's rights to exercise its authority under this

BK11020 PG0022

section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this section. The board may specifically assess Owners for the following expenses, except for expenses incurred for maintenance and repair of items which are the maintenance responsibility of the Association as provided herein:

- (a) Expenses of the Association which benefit less than all of the Residences, which may be specifically assessed equitably among all of the Residences which are benefitted according to the benefit received;
- (b) Expenses incurred by the Association pursuant to Section 5.01 hereof;
- (c) Reasonable fines as may be imposed in accordance with terms of the Declaration and By-Laws.

ARTICLE V
GENERAL COVENANTS AND RESTRICTIONS

5.01 Application: The Protective Covenants set forth upon that certain Final Plat of survey for Unit One, Georgian Hills, dated September 20, 1994, prepared by Land Developing Company and recorded in Plat Book 64, Page 121, Clerk of Superior Court of Gwinnett County, Georgia, Plat Records, as may be amended or revised from time to time hereafter, together with the Protective Covenants to be set forth upon future Plats of units in Georgian Hills, which said Plats shall be recorded in the Plat Records of the Clerk of Superior Court, Gwinnett County, Georgia, as may be amended or revised from time to time, are expressly referenced hereby and incorporated herein and shall pertain and apply to all Lots and to All Structures erected or placed thereon as if fully set forth herein. In addition to those certain covenants incorporated hereinabove, each Owner shall keep and maintain each Lot and Structure owned by him, as well as all landscaping located thereon, in good condition and repair, including, but not limited to (i) the repairing and painting (or other appropriate external care) of all Structures, (ii) the seeding, watering and mowing of all lawns, and (iii) the pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic. Notwithstanding the foregoing, the maintenance required hereunder shall also extend from the boundary of a Lot to the curb of the street bordering said Lot. If in the opinion of the Board, any Owner shall fail to perform the duties imposed by this section, then the Board shall give written notice to the Owner to remedy the condition, in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to be taken to remedy such condition. If the Owner shall fail to take reasonable steps to remedy the condition within thirty (30) days after the mailing of said written notice by certified mail, then the Association shall have the Right of Abatement as provided in Section 7.02 hereof.

ARTICLE VI
EASEMENTS, ZONING AND OTHER RESTRICTIONS

6.01 Easements:

- (a) Declarant hereby expressly reserves to the Declarant, its successors and assigns, for so long as the Declarant owns any Lot within the Development, the right to create perpetual easements in, on, over and under any part of the

BK11020 PG0023

Property for any purpose which Declarant deems reasonably necessary for completing improvements or effecting repairs within the Development, including, by way of example, and not limitation, the following:

- (i) The erection, installation, construction and maintenance of wires, lines, conduits and poles and the necessary or proper attachments and guy wires in connection with the transmission of electricity, telephone, cable television cables and other utilities and similar facilities;
- (ii) The erection, installation, construction and maintenance of storm-water drains, land drains, public and private sewers, retention ponds, irrigation systems, pipelines for supplying gas and water, and for any other public or quasi-public facility, service or function;
- (iii) Slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow;
- (iv) The planting or replanting of hedges, shrubbery, bushes, trees, flowers and plants of any nature; and
- (v) The maintenance of all entry features and retention ponds for the Development.

(b) No Owner shall have any right to use any easement created by the Declarant in, or over any portion of the property unless such easement has been assigned by the Declarant to the Association.

6.02 Easement Area: The words "Easement Area" as used herein shall mean those areas on any Lot or any other portion of the property with respect to which easements are shown on a recorded deed, easement agreement or on any filed or recorded map or plat relating thereto.

6.03 Entry: The Declarant and its employees, agents, successors and assigns, shall have the right at all reasonable times to enter upon all parts of each Easement Area for any of the purposes for which such Easement Area is reserved, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes, provided the same are done in accordance with the provisions of this section. The Declarant and its employees, agents, successors and assigns shall be responsible for leaving each Lot in good condition and repair following any work or activity undertaken in an Easement Area.

6.04 Easements for Encroachment and Overhang: There shall be reciprocal appurtenant easements for encroachment and overhang as between each Lot and such portion or portions of the common Property adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of any structure constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the common property or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however in no

BK11020 PG0024

event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an owner, tenant, or the Association.

ARTICLE VII
ENFORCEMENT

7.01 Right of Enforcement: This Declaration and the Restrictions contained herein shall inure to the benefit of and shall be enforceable by (i) the Declarant so long as it is an Owner (ii) the Association, and (iii) each Owner, his heirs, devisees, legal representatives, successors and assigns.

7.02 Right of Abatement:

(a) Except where different notice provisions are provided in other Sections hereof, in the event of a violation or breach of any Restriction contained in this Declaration the Association shall give written notice by certified mail to the 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 violation or breach. If the 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 shall have the Right of Abatement.

(b) As an additional remedy, but in no way as a limitation on the remedies, if any assessment, interest, cost or other charge is not paid as required by this Declaration, each Owner hereby grants to the Association and its assigns the following irrevocable power of attorney: To sell the said Lot or Lots subject to the lien at auction, at the usual place for conducting sale at the Courthouse in Gwinnett County, Georgia, to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four (4) weeks immediately preceding such sale (but without regard to the number of days) in the paper in which the Sheriff's advertisements for Gwinnett county, Georgia are published, all other notice being hereby waived by each owner, and the Association or any person on behalf of the Association, or assigns, may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a conveyance of said property in fee simple, which conveyance shall contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends, and each owner hereby constitutes and appoints the Association and its assigns, the agent and attorney-in-fact of each Owner to make such recitals, and hereby covenants and agrees that the recitals so to be made by the Association, or its assigns, shall be binding and conclusive upon the owner whose property is the subject matter of such sale, and the heirs, legal representatives, devisees, successors, and assigns of such Owner, and that the conveyance to be made by the Association or its assigns, shall be effectual to bar all equity of redemption of such Owner, or the successors in interest of such Owner, in and to said Lot or Lots, and the Association or its assigns shall collect the proceeds of such sale, and after reserving therefrom the entire amount of assessments interest, cost or other charge due, together with all costs and expenses of sale and fifteen (15%) percent of the aggregate amount due for attorneys' fees, shall pay any excess to such Owner, or to the heirs or assigns of such Owner as provided by law and any mortgagee of said Lot or Lots. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collections

of said indebtedness provided by law.

(c) No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or the by-laws, 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 or ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

7.03 No Waiver: The failure of the Declarant, the Association, or the Owner of any Lot, his or its respective heirs, legal representative, devisees, successors, and assigns, to enforce any Restriction herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach, or as to any violation or breach occurring prior to or subsequent thereto, or as to the same violation or breach by the Owner of any other Lot.

ARTICLE VIII DURATION AND AMENDMENT

8.01 Duration: This Declaration and the Restrictions contained herein shall run with and bind the property for a period of twenty (20) years from and after the date when this Declaration is filed for record with the Clerk of the Superior Court of Gwinnett County, Georgia, after which time this Declaration and Restrictions shall be automatically renewed for successive periods of ten (10) years; provided, however that after the end of the said twenty (20) year period and during any ten (10) year renewal period (but only during such renewal period), this Declaration and the Restrictions contained herein may be terminated by an instrument executed by the proper Association officers and recorded in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia, or in such other place of recording as may be appropriate at the time of the execution of such instrument, pursuant to a resolution approving such termination which is approved by a two-thirds (2/3) vote of the Class A Members of the Association.

8.02 Amendments by Declarant: During any period in which Declarant retains the right to appoint and remove any directors and officers of the Association, Declarant may amend this Declaration by an instrument in writing, filed and recorded in the Deed Records of the Superior Court of Gwinnett County, Georgia, without the approval of any Member or mortgagee; provided, however, that (i) in the event that such amendment materially alters or changes any Owner's right to the use and enjoyment of such owner's Lot or of the Common Property as set forth in this Declaration or if such amendment adversely affects the title to any Lot, such amendment shall be valid only upon the written consent thereto by a majority in number of the then existing Members affected thereby, or (ii) in the event that such amendment would materially and adversely affect the security title and interest of any mortgagee, such amendment shall be valid only upon the written consent thereto of all such mortgagees so affected. Any amendment made pursuant to this section shall be certified by Declarant as having been duly approved by

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Declarant, and such Members and mortgagees, if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by such amendments as are permitted by this Section and further agrees that, if requested to do so by Declarant, such owner will consent to the amendment of this Declaration or any other instruments relating to the Development (i) if such amendment is necessary to bring any provision hereof or thereof into compliance with the provisions of any applicable governmental statute, rule or regulation or any judicial determination which shall be in conflict therewith, (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots subject to this Declaration, (iii) if such amendment is required by an institutional or governmental lender, purchaser or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association, or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any Lot subject to this Declaration, (iv) if such amendment is necessary to enable any government agency or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration, or (v) if such amendment is necessary to correct a scrivener's error in the drafting of this Declaration.

8.03 Amendments by Association: Amendments to this Declaration, other than those authorized by Section 8.02 hereof, shall be proposed and adopted in the following manner:

- (a) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each Member of the Association.
- (b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board or by Members of the Association. Such amendment must be approved by Members holding at least two-thirds (2/3) of the total votes in the Association; provided, however (i) that any amendment which materially and adversely affects the security title and interest of any mortgagees must be approved by such mortgagees, and (ii) during any period in which Declarant has the right to appoint and remove officers and directors of the Association, such amendment must be approved by Declarant.
- (c) The agreement of the required percentage of the Owners and, where required, the Declarant and any mortgagee, to any amendment of this Declaration shall be evidenced by their execution of such amendment, or, in the alternative, and provided that Declarant does not then have the right to approve such amendment, the sworn statement of the President and any Vice President or the Secretary of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state unequivocally that the agreement of the required parties was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the amendment itself.

ARTICLE IX
ANNEXATION AND CONSTRUCTION AND SALE PERIOD

9.01 Annexation: No real property may be annexed to the Property unless such annexation is approved by a two-thirds (2/3) vote of the Members of the Association.

9.02 Construction and Sale Period: Notwithstanding any provision contained in this Declaration, the By-Laws, Articles of Incorporation, use restrictions, rules and regulations, Design Standards, and any amendments thereto, until Declarant no longer owns any Lots as defined herein, it shall be expressly permissible for Declarant and any builder or developer approved by Declarant to maintain and carry on, upon such portion of the Development as Declarant may deem necessary, such facilities and activities as may reasonably be required by the Declarant and such builder in the Development, construction, and sales activities related to property subject to this Declaration, including, but without limitation: the right of access, ingress and egress for vehicular and pedestrian traffic over, under, on or in the Development; the right to tie into any portion of the Development with driveways, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocated, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Development; the right to carry on sales and promotional activities in the Development; and the right to construct and operate business offices, signs, construction trailers, material storage areas, model residences, off-street parking areas, and sales offices. Declarant and any such builder or developer may use residences or offices owned or leased by Declarant or such builder or developer as model residences and sales offices. Rights exercised pursuant to this reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property and damage shall be repaired by the person causing any damage at its sole expense.

ARTICLE X
MISCELLANEOUS

10.01 No Reverter: No restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating possibility of reverter.

10.02 Severability: A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

10.03 Headings: The headings of the Articles and Sections hereof are for convenience only and shall not affect the meaning or interpretation of the contents of this Declaration.

10.04 Gender: Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural, and vice versa.

BK11020 PG0028

10.05 Notices: All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures or consents of any kind made pursuant to this Declaration, whether made by the Declarant, the Association, the Owner, or any other person, shall be in writing. All such writings shall be sufficient if personally delivered or if deposited in the United States Mail, with sufficient postage, and sent to the following addresses:

Declarant: Magruder Properties, Inc.
P.O. Box 1597
Lawrenceville, GA 30246

Owners: Each owner's address as registered with the Association in accordance with the By-Laws, or if no such address has been registered, at the Owner's last known address.

The Declarant reserves the right to change its address from time to time by filing an amendment to this Declaration specifying its new address in the Deed Records of Gwinnett County, Georgia.

Any written communication mailed in accordance with this Section 10.05 shall be deemed received on the third (3rd) day following the day such written notice is deposited in the United States Mail.

10.06 No Liability: Declarant has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every Owner shall have the right and power to enforce the terms and provisions of this Declaration against every other Owner. However, in the event that this Declaration or any provision herein is, for any reason whatsoever, unenforceable by an Owner (or any other person in a court of law or otherwise, Declarant shall have no liability of any kind as a result of such unenforceability, and each and every Owner by acceptance of a deed conveying a Lot, acknowledges that Declarant shall have no such liability. In addition, neither the Declarant nor the Association shall have any liability of any kind as a result of any failure to enforce any provision contained in this Declaration.

10.07 Insurance:

(a) At all times during the terms of this Declaration, the Association, its successors and assigns, shall be required to keep any and all recreational facilities and any other improvements located on the Common Property fully insured by a reputable insurance company authorized to transact business in the state of Georgia with (i) fire, vandalism, malicious mischief and extended coverage in an amount adequate to cover the cost of replacement of such improvements in the event of loss of any and/or all of such improvements, fixtures and contents thereof, and (ii) comprehensive general liability insurance covering all of the common Property, including, without limitation, the operation, maintenance or use thereof and improvements and facilities thereon, for at least one Million Dollars (\$1,000,000.00) for bodily injury, including death and property damage, arising out of a single occurrence. Each such policy of insurance shall require that the certificate holders and insured be given thirty (30) days' prior written notice of any cancellation of such policies.

(b) Immediately after the damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in

the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty.

Any damage or destruction shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least seventy-five percent (75%) of the total Association vote entitled to vote thereon, and, so long as the Declarant has the right to appoint and remove directors, the Declarant, otherwise agree. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed one hundred and twenty (120) days.

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

In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Development in a neat and attractive condition until the Association establishes another use for said property.

(c) The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among the persons who are responsible hereunder for maintenance of the damaged or destroyed property.

(d) In addition to the coverage described hereinabove, the Association shall obtain such additional amounts and types of insurance as may be required from time to time by either the Veterans Administration or Federal Housing Administration, their successors and assigns, for similar type residential subdivision communities.

(e) All insurance coverage required by the Association shall be written in the name of the Association as trustee for the benefit of the Association, the Owners and each such Owner's mortgagee. The Associations Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

- (i) a waiver of subrogation by the insurer as to any claims against the Association's Board, its manager, the Owners and their respective tenants, servants, agents, and guests;

BK11020 PG0030

- (ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;
- (iii) that no policy may be reduced in amount, canceled, subjected to nonrenewal, invalidated, or suspended on account of the act or omission of any one (1) or more individual owners;
- (iv) that no policy may be reduced in amount, canceled, subjected to nonrenewal, invalidated, or suspended on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Board to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Board its manager, any owner or Mortgagee;
- (v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and
- (vi) in no event shall the insurance coverage obtained and insured by the Association's Board hereunder be brought into contribution with insurance purchased by individual owners, occupants, or their mortgagees, and the insurance carried by the Association shall be primary.

In addition to the other insurance required by this Section, the Board shall obtain worker's compensation insurance if and to the extent necessary to satisfy the requirements of applicable law.

- (f) The Association shall obtain and maintain a blanket fidelity bond for all officers, directors, and employees of the Association and all other persons who handle, or are responsible for, funds of or administered by the Association. If the Association engages a management agent who has responsibility for handling or administering funds of the Association, the management agent shall be required to maintain fidelity bond coverage of its officers, employees and agents handling or administering the funds of the Association. Such fidelity bonds shall name the Association as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the management agent at any time during the period of each bond. However, in no event may the aggregate amount of such bonds be less than a sum equal to three (3) months' aggregate assessments on all Lots plus reserve funds. The bonds shall contain waivers by the issuer of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior notice to the Association.

BK11020 P60031

10.08 Variances: Notwithstanding anything to the contrary contained herein, the Declarant or the Board of Directors of the Association or the designee of either of them shall be authorized to grant individual variances from any of the provisions of this Declaration, the By-Laws, and any rule, regulation, or use restriction promulgated pursuant thereto if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Development.

ARTICLE XI
MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders of first mortgages on Residences in the Development. The provisions of this Article apply to both this declaration and to the by-laws, notwithstanding any other provisions contained therein.

11.01 Special Mortgagee Provisions:

(a) As used in this Section, the term "Eligible Holder" shall mean a holder, insurer or guarantor of a first mortgage on a Lot which has requested notice in accordance with the provisions of Section 11.01(b).

(b) A holder, insurer or guarantor of a first mortgage, upon written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number), will be entitled to timely written notice of:

- (i) Any proposed amendment of the Declaration effecting a change in (A) the boundaries of any Lot or the exclusive easement rights appertaining thereto; (B) the interests in the Common Property or the liability for common expenses appertaining thereto; (C) the number of votes in the Association appertaining to any Lot; or (D) the purposes to which any Lot or the Common Property are restricted;
- (ii) any proposed termination of the administration of the Common Property pursuant to this Declaration;
- (iii) any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Lot on which there is a first mortgage held, insured or guaranteed by such eligible Holder;
- (iv) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a first mortgage held by such Eligible Holder which remains uncured for a period of sixty (60) days;
- (v) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (vi) any proposed action which would require the consent of a

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BK11020 PG0032

specified percentage of Eligible Holders, as specified herein;
and

- (vii) an annual financial statement, or audit if available, of the Association for the immediately preceding fiscal year, free of charge.

(c) To the extent permissible under the law of the State of Georgia, the following provisions shall apply:

- (i) Any restoration or repair of the Common Property after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications unless the approval of the Eligible Holders of first mortgages on Lots to which at least fifty-one (51%) percent of the votes of Lots subject to mortgages held by such Eligible Holders are allocated, is obtained.
- (ii) Any election to terminate the administration of the Common Property pursuant to this Declaration after substantial destruction or a substantial taking in condemnation of the Property must require the approval of the Eligible Holders of first mortgages on Lots to which at least fifty-one (51%) percent of the votes of Lots subject to mortgages held by such Eligible Holders are allocated.

(d) the following provisions do not apply to amendments to the constituent documents or termination of the Association pursuant to Section 11.01(c) hereof made as a result of destruction, damage, or condemnation, or to the addition of land pursuant to any plan of expansion or phased development previously approved by the Department of Housing and Urban Development ("H.U.D.") or the Veterans Administration ("V.A.") to the extent such approval is required by H.U.D. or the V.A.:

- (i) The consent of Owners representing at least sixty-seven (67%) percent of the Class "A" votes and of the Declarant, so long as it holds any land subject to this Declaration, and the approval of the Eligible Holders of first mortgages on Lots to which at least sixty-seven (67%) percent of the votes of Lots subject to a mortgage appertain, shall be required to terminate the administration of the Property subject to this Declaration.
- (ii) The consent of Owners representing at least sixty-seven (67%) percent of the Class "A" votes and of the Declarant, so long as it holds any land subject to this Declaration, and the approval of Eligible Holders of first mortgages on Lots to which at least fifty-one (51%) percent of the votes of Lots subject to a mortgage appertain, shall be required to materially amend any provisions of this Declaration, the Bylaws or the Articles of Incorporation to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

BK11020 PG0033

- (A) Voting;
- (B) Assessments, assessment liens or subordination of such liens;
- (C) Reserves for maintenance, repair and replacement of the common Property;
- (D) Insurance or fidelity bonds;
- (E) Rights to use of the Common Property;
- (F) Responsibility for maintenance and repair of the several portions of the property;
- (G) Expansion or contraction of the Property or the addition, annexation or withdrawal of land to or from the Property;
- (H) Boundaries of any Lot;
- (I) Convertibility of Lots into Common Property or of Common Property into Lots;
- (J) Leasing of Lots;
- (K) Imposition of any right of first refusal or similar restriction on the right of a Lot owner to sell, transfer, or otherwise convey is or her Lot;
- (L) Establishment of self-management by the Association where professional management, if any, has been employed;
- (M) The approval of Eligible Holders of first mortgages on Lots to which at least fifty-one (51%) percent of the votes of Lots subject to a mortgage appertain, shall be required to amend any provisions included in this Declaration, the By-Laws or the Articles of Incorporation which are for the express benefit of holders or insurers of first mortgages on Lots.

(e) The provisions of this Section shall not be construed to reduce the percentage vote that must be obtained from mortgagees of Lot Owners where a larger percentage vote is otherwise required by applicable law or in any other provision in the Declaration, the By-Laws or the Articles of Incorporation for any of the actions contained in this Section.

11.02 Special FHLMC Provision: So long as required by the Federal Home Loan Mortgage corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds (2/3) of the first mortgagees or at least two thirds (2/3) of the total Members of the Association entitled to vote thereon consent, the Association shall not:

- (a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the common Property which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the

BK11020 PG0034

common Property shall not be deemed a transfer within the meaning of this subsection);

- (b) Change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Residence;
- (c) By act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Lots and Residences and of the Common Property (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this subsection);
- (d) Fail to maintain insurance, as required by this Declaration; or
- (e) Use hazard insurance proceeds for any Common Property losses for other than the repair, replacement, or reconstruction of such property.

First mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the common Property and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

11.03 No Priority: No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Residence in the cases of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

11.04 Notice to Association: Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Residence.

11.05 Amendment By Board: Should the Department of Housing and urban Development ("H.U.D."), the Veterans Administration ("V.A."), the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this article or make any such requirements less stringent, the Board, without approval of the owners may cause an amendment to this article to be recorded to reflect such changes.

11.06 V.A. and H.U.D. APPROVAL: As long as there is a Class B membership, the following actions shall require the prior approval of the V.A. so long as the V.A. is guaranteeing any mortgage in the property and the prior approval of H.U.D. so long as H.U.D. is insuring any mortgage in the property: Annexation of additional land to the Property, except for annexation by Declarant in accordance with Article IX pursuant to a plan of annexation previously approved by the V.A., or H.U.D.; dedication of Common Property to any public entity; and material amendment to the Declaration, By-Laws or Articles of Incorporation.

11.07 Applicability of Article XI: Nothing contained in this Article

BK11020 PG0035

shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Georgia law for any of the acts set out in this Article.

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

IN WITNESS WHEREOF, the Declarant has caused this Amended and Restated Declaration to be duly executed and sealed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

MAGRUDER PROPERTIES, INC.

Henry J. English
Unofficial Witness

By: Arthur L. Hickson, III (SEAL)
Arthur L. Hickson, III, Pres.

Andrew R. Mertz
Notary Public
My commission expires June 26, 1995
ANDREW R. MERTZ
NOTARY
PUBLIC
WINNETT COUNTY, GEORGIA

BK11020 PG0036

The Association, by the execution hereof, acknowledges and agrees that the Association is hereby bound by all of the Association's obligations under this Declaration of Covenants, Restrictions, and Easements.

IN WITNESS WHEREOF, the Association, acting through its duly authorized Officers, has caused this Declaration to be executed and sealed as of the 1st day of January, 1915.

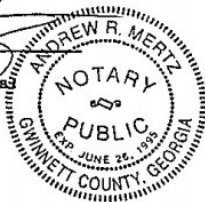
Signed, sealed and delivered
in the presence of:

GEORGIAN HILLS HOMEOWNERS
ASSOCIATION, INC.

James J. English
Unofficial Witness

By Arthur L. Hickson, III (SEAL)
Arthur L. Hickson, III, Pres.

Andrew R. Mertz
Notary Public
My commission expires



ALL THAT TRACT or parcel of land lying and being in Land Lots 204 and 213 of the 5th Land District, Gwinnett County, Georgia, and being more particularly described as follows:

BEGINNING at a point marked by an iron pin set on the northerly right of way line of Paper Mill Road (having an 80-foot right of way) at the point of intersection of the northerly right of way line of Paper Mill Road with the Northwesterly right of way line of Simonton Road (having an 80-foot right of way); run thence westerly along the northerly right of way line of Paper Mill Road, and following the arc of a curve to the left, having a radius of 253.19 feet and a chord of North 82 degrees 37 minutes 06 seconds West 95.73 feet, an arc distance of 96.31 feet to a point; continue thence along said right of way line South 86 degrees 29 minutes 03 seconds West 150.16 feet to a point; continue thence westerly along said right of way line, and following the arc of a curve to the right, having a radius of 966.58 feet and a chord of North 85 degrees 44 minutes 11 seconds West 261.68 feet, an arc distance of 262.48 feet to a point; continue thence along said right of way line North 77 degrees 57 minutes 24 seconds West 481.67 feet to a point marked by an iron pin set; thence leaving said right of way line, run North 28 degrees 47 minutes 15 seconds West 712.96 feet to a point marked by an iron pin found on the land lot line common to Land Lots 204 and 205; run thence along said land lot line North 59 degrees 48 minutes 57 seconds East 1679.86 feet to a point marked by an iron pin found at the land lot corner common to Land Lots 204, 205, 212 and 213; run thence along the land lot line common to Land Lots 212 and 213 North 58 degrees 47 minutes 40 seconds East 610.68 feet to a point marked by a rock found; continue thence along said land lot line North 59 degrees 19 minutes 24 seconds East 348.47 feet to a point marked by an iron pin set; run thence South 44 degrees 40 minutes 36 seconds East 197.80 feet to a point marked by an iron pin set; run thence South 59 degrees 19 minutes 24 seconds West 40.00 feet to a point marked by an iron pin set; run thence South 44 degrees 40 minutes 36 seconds East 100.00 feet to a point marked by an iron pin set; run thence North 59 degrees 19 minutes 24 seconds East 240.00 feet to a point marked by an iron pin found; run thence North 44 degrees 40 minutes 36 seconds West 297.80 feet to a point marked by an iron pin set on the land lot line common to Land Lots 212 and 213; run thence along said land lot line North 59 degrees 19 minutes 24 seconds East 217.56 feet to an iron pin set on the southwesterly right of way line of Martins Chapel Road (having an 80-foot right of way); run thence along said right of way line South 39 degrees 16 minutes 37 seconds East 279.38 feet to a point; continue thence along said right of way line southeasterly, and following the arc of a curve to the right, having a radius of 2014.39 feet, and a chord of South 33 degrees 54 minutes 03 seconds East 377.48 feet, an arc distance of 378.03 feet to a point; continue thence along said right of way line South 28 degrees 31 minutes 28 seconds East 330.55 feet to a point marked by an iron pin found; thence leaving said right of way line, run North 88 degrees 14 minutes 32 seconds West 24.01 feet to a point marked by a rock; run thence South 39 degrees 39 minutes 54 seconds West 484.86 feet to a point marked by an iron pin; run thence South 30 degrees 51 minutes 38 seconds East 675.81 feet to a point marked by an iron pin found on the northerly right of way line of Simonton Road; run thence west along said right of way line, and following the arc of a curve to the right, having a radius of 746.28 feet, and a chord of South 78 degrees 56 minutes 50 seconds West 194.87 feet, an arc distance of 195.43 feet to a point; run thence along said right of way line South 88 degrees 59 minutes 28 seconds West 133.00 feet to a point; continue thence along said right of way line North 87 degrees 17 minutes 49 seconds West 414.06 feet to a point; continue thence westerly along said right of way line, and following the arc of a curve to the left, having a radius of 931.22 feet, and a chord of South 76 degrees 04 minutes 56 seconds West 532.74 feet, an arc distance of 540.28 feet to a point; continue thence along the northwest right of way line of Simonton Road South 59 degrees 27 minutes 40 seconds West 441.27 feet to a point; continue thence southwesterly along said right of way line, and following the arc of a curve to the left, having a radius of 3085.84 feet and a chord of South 56

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degrees 50 minutes 13 seconds West 282.54 feet, an arc distance of 282.64 feet to the point of intersection of the northwest right of way line of Simonton Road with the North right of way line of Paper Mill Road, which is the true place or point of beginning.

Said property containing 89.990 acres according to a plat of survey by Matthew V. Ingram, Georgia Registered Land Surveyor No. 2288, dated November 24, 1992.



STANDARDS, RULES, AND REGULATIONS

**Adopted by Resolution by the BOARD OF DIRECTORS of the
GEORGIAN HILLS HOMEOWNERS ASSOCIATION INC and after
Georgian Hills Homeowners Association Inc law firm Lueder, Larking
& Hunter LLC reviewed**

Effective MARCH 1, 2023

Prologue

In accordance with the Declaration of Covenants, Restrictions, and Easements for Georgian Hills and Bylaws of Georgian Hills Homeowners Association, Inc., the Board of Directors is responsible for providing the orderly development, maintenance and preservation of front, exposed side yard and buffer yard landscape, and architectural control of The Georgian Hills Homeowners Association (GHHOA). In accordance with the Bylaws, the Board of Directors established a Covenants Enforcement Committee to assist the Board of Directors in enforcing the Covenants and Restrictions, By-Laws, Articles of Incorporation, and Standards and Rules of GHHOA, as well as county zoning restrictions applicable to the Georgian Hills community. The CEC is committed to maintaining a high degree of aesthetic value, quality lifestyle, and strong financial worth of all properties. In keeping with the original standards for the planned community development of GHHOA, the CEC seeks to continue the uniformity of design in the best interest of the community as a whole.

The Rules and Regulations contained herein have been established, and will be enforced, under the authority granted to the Association's Board of Directors by the "Amended and Restated General Declaration of Covenants and Restrictions of the Georgian Hills Property Owners Association and Georgian Hills HOA, LLC" dated January 20, 1995, and by the Amendment to that document dated June 18, 2021.

DISCLAIMER

Nothing within this document is intended to supersede, suspend, over-ride, or render null and void any legally filed documents of the Georgian Hills Property Owners' Association and/or Georgian Hills HOA, INC. In the event of a conflict, recorded governing documents shall control.

Contents

A. 1 General Enforcement Provisions	3
A. 2 Violations of a Serious Nature that is against Gwinnett County Code	6
A. 4 Control of Domestic Pets	8
A. 5 Amenity and Automated Gate Restrictions on Delinquent Property Owners	9
A. 6 Restrictions on Posting Signs, Advertisements, Decorations, and Notices in Georgian Hills POA	9
A. 7 Restrictions on Parking and Advertising Vehicles for Sale	10
A. 8 Littering Prohibitions	10
A. 9 Rules for Business/Commercial Endeavors	11
A. 10 Rules for Use by Tenants	11
A. 11 Rules of Conduct for the Common Properties	12
A. 12 Rules for Nuisance Noise and Lighting as enforced by 13 Gwinnett County Code Enforcement	
A. 13 Outside Storage Facility	14
A. 14 Rules of Conduct in the Amenities	14
A. 15 Rules for Lawn Care and Grass Care	15
A. 16 Rules for Solid Waste Disposal	16
A. 17 Rules for Mailbox Compliance and Maintenance	17
Rules and Regulations Glossary	18

A. RULES AND REGULATIONS FOR ENFORCING, BYLAWS, AND COVENANTS AND RESTRICTIONS, PERTAINING TO PROPERTY OWNERS, TENANTS, AND GUESTS

A. 1 General Enforcement Provisions

1. Purpose

1.1 The purpose of this rule is to establish a schedule of fines, associated charges, and other sanctions that the Association may levy as the result of violations of its collective DECLARATION OF COVENANTS AND RESTRICTIONS and of violations of restrictions in its "Amended and Restated General Declaration of Covenants and Restrictions", and its "Additional Covenants and Restrictions" where those fines, associated charges, and sanctions are not specifically defined elsewhere in these RULES AND REGULATIONS.

2. Fining and Suspension Procedures

2.1 The Board shall not impose a fine or suspend the right to vote or to use the Common Property unless and until the following procedure is followed, as provided in Article VII, Section 7.10 of the Bylaws. ();

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (i) the alleged violation;
- (ii) the action required to be abate the violation; and
- (iii) a time period, not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a fine, if the violation is not a continuing one. The Board or its designee may demand immediate abatement in such circumstances which, in the Board's determination, pose a danger to safety or property.

(b) Notices: Within twelve (12) months of such demand, if the violation continues past the period allowed in demand for abatement without penalty, or if the same rule is subsequently violated, the Board may, upon notice, impose a fine. The notice shall state:

- (i) the nature of the alleged violation,
 - (ii) that the alleged violator may, within (10) days from the date of the notice, request a hearing regarding the fine;
 - (iii) that any statement, evidence, and witnesses may be produced by the alleged violator at the hearing; and
- that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days of the date of the notice.
- (iv) that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days of the date of notice.

(c) Hearing: If a hearing is requested, it shall be held before the Board in executive session, and the alleged violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Board may elect to enforce any provision of the Declaration, the By- laws, Covenants, or the Rules and Regulations by Right of Abatement, as provided in Article VII, Section 7.02 of the Declaration and/or by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity for compliance with the procedure set forth in subparagraph above.

The Board of Directors further determined that any owner who is shown on the books of the Association to be more than thirty (30) days delinquent shall have his/her voting rights suspended.

This regulation is drafted in accordance with Bylaws, Article VII; of the Declaration of Covenants and Restrictions of the Georgian Hills Property Owners Association (POA), as amended, the rules and regulations of the Association pertaining to the use of Common Property.

3. Schedule of Fines

3.1 Unless otherwise stated, the fine for a first offense is \$50. If the offense is continuing in nature, the fine will be \$50 per day beginning ten (10) days after the date of the notice.

3.2 The fine for a second offense of the same type of violation committed within twelve (12) months of the notice of the first offense will result in a fine of \$100. If the offense is continuing in nature, the fine will be \$100 per day.

3.3 Third and subsequent offenses of the same type violation committed within twelve (12) months of the notice of the first offense will result in a fine of \$100 per day. Each day the violation continues will constitute a separate offense.

3.4 Notwithstanding the foregoing progressive schedule of fines, the Board, based on the totality of circumstances, frequency of the violations, impact on the community as a whole, and the gravity of the offense, may declare a given violation to be of a serious nature and may assess a fine of up to \$5,000 for any one offense, or a fine of up to \$5,000 and up to \$500 per day for a continuing offense.

4. Associated Charges

4.1 Interest of ten percent (10%) in accordance with the Georgia Property Owners Association Act and costs of collection, as provided in Article IV of the Declaration, shall be added to any fines levied as a result of any violation of these RULES AND REGULATIONS or other governing documents if such fines are not paid within thirty (30) days after written notification.

4.2 Unpaid fines, as well as interest and other charges thereon, will become a charge against the account of the involved Property Owners, and will be subject to the full collections procedures of the Association.

5. Responsibility for Actions

5.1 Property Owners will be held responsible for violations of their Occupants and guests occurring on Common Property.

5.2 To the extent that they can be identified, renters or lessees of the same property for more than thirty consecutive days will be served with a copy of notices sent to the Property Owner.

A. 2 Violations of a Serious Nature that is against Gwinnett County Codes

Purpose

1.1 The purpose of these rules and regulations is to identify violations of a serious nature and establish penalties for such actions.

Definition

2.1 Actions that constitute potential threats to the health or welfare of human beings, to their property, or to the wildlife and native vegetation within Georgian Hills.

Examples of such action include but are not limited to:

- (a) Discharging a firearm or any other lethal weapon;
- (b) Hunting, trapping, wounding, or killing wildlife;
- (c) Any feeding, intentional or unintentional, of any wildlife, including out of season bird feeding;
- (d) Setting open outdoor fires or allowing such fires to be set. Note: Propane fueled outdoor fire accessories are permitted as well as well-defined fire pits and/cooking areas;
- (e) All fireworks, including handheld sparklers, are prohibited except for New Year's Eve to New Year's transitions (30 min either side of midnight) and U. S. Independence Day Celebrations (to end at 10 P.M. local time);
- (f) Improper disposal of, or failure to control hot coals, embers, etc. such that accidental fires occur or are likely to occur;
- (g) Improper use of poisons or herbicides; and
- (h) Conduct that is belligerent, hostile, harassing, threatening, or combative in nature. No animals shall be kept in the subdivision that create a nuisance or disturb neighbors' quiet enjoyment of their property.

3. Sanctions

3.1 The Board, at the recommendation of the General Manager/President, may declare a given violation to be of a serious nature, and may assess a fine of up to \$5,000 for any one offense, or a fine of up to \$5,000 and up to \$500 per day for a continuing offense.

4. Enforcement

4.1 Violations of the provisions of these Rules and Regulations will subject the appropriate Property Owner to sanctions in accordance with Rule A.1, "General Enforcement Procedures".

4.2 In addition to fines and other sanctions, the appropriate Property Owner will be responsible for the costs of repair for damage to POA or private property.

4.3 Guests who engage in misconduct as defined in these rules may be subject to a loss of rights to enter the Georgian Hills Community.

A. 3 Vehicle Safety and Control

1. Purpose

1.1 This regulation is drafted in accordance with Article V, Section 5.02(f, k, and o) of the Amended and Restated General Declaration of Covenants and Restrictions of the Georgian Hills Property Owners Association (POA) and the Georgian Hills HOA, LLC as may be amended; Gwinnett County Code Enforcement; and in accordance with the spirit of the founding documents toward the general welfare of the Georgian Hills Community.

1.2 This regulation establishes the rules and controls applicable to vehicle operation within Georgian Hills by Property Owners, Tenants, and their Guests.

1.3 Corresponding rules and controls applicable to vehicle and work equipment operation by contractor, delivery, and service personnel are contained in Rule A.3.3.

1.4 Other vehicle parking restrictions are covered in the applicable provisions of Rule A.7.

2. Traffic Rules Under Gwinnett County

2.1 All vehicles on Georgian Hills roads must travel no faster than conditions safely permit, and no faster than the posted speed limit.

2.2 Vehicles must remain on right side of the road at all times including while parking.

2.3 Passing of another moving vehicle is strictly prohibited.

2.4 Vehicles must come to a complete stop at all "Stop" signs.

2.5 In the absence of any "Stop" sign, vehicles entering a through street from a side street must yield to traffic on the through street.

2.6 Vehicles entering any intersection other than those covered by 2.4 and 2.5 above must proceed slowly and yield to traffic entering the intersection from their right.

2.7 Vehicles must not be driven recklessly so as to endanger the life or property of others.

2.8 Vehicular traffic must yield the right-of-way to pedestrian traffic at all times.

3. Vehicle Restrictions

3.1 Low speed vehicles with capabilities as defined in Georgia Code O.C.G.A. 40-1-1, and licensed for use on state roadways, may travel in the Georgian Hills Community. Personal Transportation Vehicles as defined in O.C.G.A. 40-1-1 are not included.

3.2 Single body vehicles with a width of more than eight (8) feet (including load), and/or a length of more than thirty-six (36) feet (including load), shall not be permitted to enter the Georgian Hills Community unless escorted by another vehicle equipped with flashing yellow lights. The Property Owner who is responsible for the vehicle is also responsible for escort arrangements during all travel within Georgian Hills.

3.3 Truck trailer combinations exceeding thirty-six (36) feet in maximum length (including load) for delivery only, as long as the trailer does not exceed thirty-six (36) feet. If this length is exceeded, or if either unit exceeds eight (8) feet in maximum width, the above escort arrangement provision applies.

3.4 No double trailers are permitted inside the entrance of Georgian Hills.

3.5 (Article V, Sec 5.02.0) Recreational vehicles (RV's), trailers, trucks, school buses, campers, boat trailers, and utility trailers up to 22 feet must be kept in the rear yard, but must not be lived in, and shall be screened by a wood privacy fence equal to or greater than the height, width, and length of item being screened to conceal them from view of neighboring lots and streets. No house trailers or mobile homes, or other habitable motor vehicles of any kind, school buses, trucks, or commercial vehicles over one ton capacity, shall be kept, stored, or parked overnight on any street or any lot.

3.6 (Article V, Sec 5.02.K) No parking of any vehicle, other than passenger automobiles and pick-up trucks, shall be permitted on streets or lots except during the construction and thereafter for delivery or pick-up. No parking of any vehicle that is not operational or under repair shall occur on any lot, driveway, or street for more than a 24-hour period. Said vehicle must be removed by vehicle owner within 24-hour period. No overnight parking for more than 4 passenger vehicles outside of the property's garage including driveway and curb parking. No overnight parking of more than 2 passenger vehicles belonging to the same address at the curb.

4. Vehicle Condition

4.1 No parking of any vehicle that is not operational or under repair shall occur on any Lot, driveway or street for more than any 24 hour period. Said vehicle must be removed by vehicle owner within said 24 hour period.

5. Enforcement

5.1 Violations of the above Rules and Regulations by Property Owners, Tenants and Guests will subject the Property Owner, Tenants, and Guests to sanctions in accordance with Section 9 following.

5.2 Minor offenses may result in a verbal or written warning.

6. Sanctions

6.1 All vehicles First offense
\$25;

Second offense \$50 Third offense
\$100

Forth and future offenses \$150

A. 4 Control of Domestic Pets

1. Purpose

1.1 This regulation is to establish controls on the behavior of pets and pet owners.

2. Provisions

2.1 Only those animals which are typically identified as domestic pets may be brought into and/or maintained within Georgian Hills Protective Covenants, item 8 and Gwinnet County Code, Livestock, (UDO 230-130.3.CC). According to Georgian Hills Protective Covenants, item 8, outdoor fowl such as chickens would be prohibited.

2.2 No animals shall be kept in the subdivision that create a nuisance or disturb neighbors' quiet enjoyment of their property. Conditions such as keeping outside of the main dwelling overnight leads to barking and noise disturbances. As such animals should be kept in the main dwelling overnight.

2.3 The Property Owner, at whose property a pet is residing or visiting, will at all times be responsible for assuring that the pet does not constitute a nuisance of any type to other Property Owners, Tenants, and Guests. A dog that barks, bays, cries, or howls, or makes any noise continuously for a period of ten minutes, or barks intermittently for one half hour or more at any time of night or day, will be considered a nuisance under this regulation and will be subject to enforcement provisions.

2.4 Reporting Procedures

The procedures for Property Owners to report a nuisance animal are as follows:

(a) Attempt to contact the animal's owner directly (inform and copy the complaint to the Board of Directors of Georgian Hills POA), explaining the nuisance, thus giving the pet owner the opportunity to alleviate the disturbance.

(b) If this communication is not satisfactory, contact Animal Control of Gwinnett County by phone and in writing, detailing the nuisance and any previous contacts with the owner. Please send a copy of the letter of the complaint to the Board of Directors of Georgian Hills.

(c) To reduce the possibility of a personal "vendetta" against a pet owner by a single resident, proceeding to permanently remove a "dangerous" animal will not be engaged in unless signed complaints have been received from residents of at least two different properties.

3. Enforcement

3.1 Violations of the above rules and regulations by Property Owners will subject the Property Owners to sanctions in accordance with Rule A.1, General Enforcement Procedures.

3.2 An exception to 3.1 is made in the case of a pet attacking or biting another pet or individual. This is considered a violation of a serious nature and the owner can be fined up to \$5000 and/or the pet can be permanently banned from the common properties.

A. 5 Amenity and Automated Gate Restrictions on Delinquent Property Owners

1. Purpose

1.1 This regulation defines the restrictions on amenity usage and automated gate access for delinquent owners.

2. Enforcement

2.1 In addition to established collection procedures, delinquent accounts will also be subject to the suspension of amenity privileges for the duration of the delinquency.

2.2 If a Property Owner has a past due balance of more than thirty (30) days, loss of the right to vote on membership issues automatic.

2.3 If a Property Owner has a past due balance of more than sixty (60) days, the following will apply:

(a) Loss of all amenity usage rights and privileges for Property Owner, Tenants, and Guests for amenities owned by the Association.

(b) Loss of right to be a member of a standing or ad hoc committee of the Association.

(c) Loss of access to the Member Only section of the POA web site.

3. Enforcement

3.1 Violations of the above Rules and Regulations by Property Owners, Tenants, or their Guests will subject the Property Owner to sanctions in accordance with Rule A.1, General Enforcement Procedures.

3.2 Unless otherwise provided by the POA, this suspension of amenity privileges and Automated Gate privileges will continue until all past due assessments, interest, costs, and attorney's fees on the account have been paid in full and the account has been returned to a "current" status.

NOTE: Any account which becomes 60 days in arrears three (3) times or more during any 24-month period will incur the provision of 2.3 above even if the 60-day periods are not consecutive.

A. 6 Restrictions on Posting Signs, Advertisements, Decorations and Notices in Georgian Hills

1. Purpose

1.1 This regulation controls the posting or displaying of various commercial or personal notices, advertisements, signs, decorations, etc. on improved or unimproved lots and the common property of Georgian Hills.

2. Provisions

2.1 The display of signs, notices, advertisements, decorations, etc. on the common properties and rights of way of Georgian Hills is prohibited, unless otherwise provided by the Board or their designee.

2.2 In accordance with the Article 5, Section 5.02(p) of the Declaration, no advertising signs of any nature, billboards, signs for any reason or purpose can be erected on any Lot or displayed to the public on any Lot, EXCEPT a professional sign 18x24 in size to advertise property "For Sale" or "For Rent". This does not apply to mortgage holders or to any signs required by legal proceedings.

A.7 Restrictions on Parking and Advertising Vehicles for Sale

1. Purpose

1.1 This regulation defines the restrictions on parking of vehicles on the Common Properties of Georgian Hills POA, and prohibits "For Sale" signs on vehicles, parked within Georgian Hills.

2. Provisions

2.1 The right-of-ways, and common areas of Georgian Hills are not intended for overnight parking of any cars, trucks, recreational vehicles, trailers, or other over-the-road vehicles, not owned by the POA. No parking of any vehicle, other than passenger automobiles and pick-up trucks shall be permitted on streets or lots except during construction and thereafter except for delivery or pick-up. No parking of any vehicle that is non-operative or under repair shall occur on any lot, driveway, or street for more than any 24 hour period; said vehicle must be removed by vehicle owner within said 24 hour period.

2.2 Property Owners wishing to temporarily park a vehicle on common property for less than 72 hours, shall make arrangements with the POA to use the upper level of the pool parking lot.

3. Enforcement

3.1 Fines may be imposed for violations of the above rules and regulations by Property Owners, and will subject the Property Owner to sanctions in accordance with Rule A.1, General Enforcement Procedures.

3.2 Vehicles illegally parked will be subject to a \$50 fine for the first offense, \$100 for subsequent offenses.

3.3 Without the written consent of BOD, any vehicle that is parked on common property for more than seventy-two (72) hours (per prearranged agreement) will be subject to a fine of \$50 per day or, after seven days, being towed without further notice in accordance with A.1 Section 2.1 (c), in which event a towing and storage charge will be applied in addition to the above sanctions.

A. 8 Littering Prohibitions

1. Purpose

1.1 The purpose of this rule is to establish the anti-littering/trash management expectations of the Association related to Property Owners, Tenants, and Guests.

2. Provisions

In accordance with Article 5, Section 5.01 of the Declaration, each Owner shall keep and maintain each Lot and Structure, as well as landscaping in good condition and repair.

To fulfill the obligation of proper maintenance of a Lot, there shall be no littering on Lots. All trash must be placed in receptacles provided for that purpose or removed from the property. Bulk trash, or trash not in approved containers for more than a 24-hour period are not permitted.

2.1 Trash, recyclables, bulk items, and yard trimmings are scheduled to be collected between 7:00am and 6:30pm on your day of service. Homeowners should place containers or items curbside prior to 7:00am on collection day and remove them no later than the day following collection day. Trash carts and recycling carts or bins should be placed within three feet of the curb or the edge of the street and at least three feet away from any obstacles, preferably on the opposite side of the driveway from the mailbox. The trash cart lid opening should face the street.

2.2 All exterior residential trash containers must comply with the Architectural and Environmental Control Standards.

3. Enforcement

3.1 Violations of the above Rules and Regulations by Property Owners, Tenants, or their Guests will subject the Property Owner to sanctions in accordance with Rule A.1, General Enforcement Procedures.

A. 9 Rules for Business/Commercial Endeavors

1. Purpose

1.1 These rules apply to all business/commercial endeavors, as hereinafter defined, within Georgian Hills POA and as restricted by the Georgian Hills POA Bylaws and/or Protective Covenants.

1.2 These rules are intended to inform Property Owners of the restrictions for operating any business/commercial endeavor in or on Georgian Hills POA lots.

2. Definitions

2.1 Lots shall be for single family residential purposes only. No business can be conducted on a lot.

2.2 Estate/Garage Sale- sale of items inside the residence not distinguishable from the outside.

2.3 Yard sale - public display of items for sale outside of the residence.

(a) Owner shall not permit any hazardous, unsanitary, or unsightly condition to exist on a family dwelling unit.

A. 11 Rules of Conduct for the Common Property

1. Purpose

1.1 These Rules and Regulations establish the expected conduct of Property Owners, Tenants, and their Guests when they are on any part of the Common Properties of the Georgian Hills Property Owners Association (POA).

2. Rules

2.1. All persons shall conduct themselves so as not to jeopardize or interfere with the rights and privileges of others.

2.2. All persons shall avoid any noxious or offensive activity that might cause embarrassment, discomfort, annoyance, or constitute a nuisance to others.

Noxious or offensive activity shall be defined as activities, whether verbal, physical (overt, or silent), that cause, have caused, or reasonably have the potential to cause damage to community property, damage to private property, unreasonable hazard to the health or safety of residents and visitors, or the impairment of any resident's right to the peaceful enjoyment of their private property or community property. Such activity includes, but is not limited to the following specific examples:

- Noise: loud, disturbing, or objectionable noises, speech, vehicle noises, or music, in such a manner as may disturb other residents at any time.
- Public intoxication on GHHOA's common properties.
- Threatening physical harm to persons or property or physically assaulting or harassing others (e.g., bodily obstructing the street, parking lot, or pedestrian walkway) in the community, including GHHOA's security staff, and management or maintenance staff or board members.

2.3. All persons shall follow established safety rules, and otherwise avoid any actions that endanger the health or safety of others.

2.4. All persons shall follow rules established for individual amenities and other individual parts of the Common Properties.

2.5 All persons shall follow instructions given by a person hired/employed by Georgian Hills POA, for the purpose of overseeing or servicing Common Properties and or Amenities, when they are engaged in the performance of his/her duty.

2.6 No person shall interfere with, or be abusive or discourteous to, a Georgian Hills POA employee or BOD member engaged in the performance of his/her duties (comments and complaints regarding employees or BOD members should be reported to the President of the POA; ghhapresident@gmail.com).

2.7 Smoking is not permitted in POA facilities nor on any exterior/outdoor common property areas except where so posted.

3. Responsibilities

3.1 Property Owners are responsible for the conduct of family members, tenants and guests as it pertains to activities in the Common Property.

4. Enforcement

4.1 Violations of the provisions of these Rules and Regulations will subject the appropriate Property Owner to sanctions in accordance with Rule A.2, "Serious Violations".

4.2 In addition to fines and other sanctions, the appropriate Property Owner will be responsible for the costs of repair for damage to POA or private property.

4.3 Guests who engage in misconduct as defined in these rules may be subject to a loss of rights to enter Georgian Hills common areas or amenities.

A. 12 Rules for Nuisance Noise and Lighting as enforced by Gwinnett County Code

1. Purpose

1.1 It shall be against these Rules and Regulations for any person to use or operate any electronic device which produces or amplifies sound or engage in personal conduct of an excessively loud nature or use of external lighting so as to unreasonably disturb the peace, quiet, comfort or repose of any person in his or her home or dwelling, or in any public area or place of public accessibility.

2. Definitions

2.1 A-weighted sound level. The sound pressure level in decibels (dB) as measured on a sound level meter using the A-weighting network, the most commonly used standard for measuring sound pressure levels.

3. Rules as defined by Gwinnett County Code

3.1 During evening hours, it shall be an infraction of these rules for anyone to operate an electronic device or other source exceeding 60 decibels (dB) measured fifty feet from the source as measured by a sound level meter on the A-weighted scale. Such sound measurements will include impulse (peak) sound as well as continuous (steady state). Notwithstanding these levels, if in the judgment of the investigating POA employee, the production of sound at certain frequencies, either high or low, is disturbing to the peace, quiet, or repose, of any person, this shall be judged a prohibited act.

3.2 During nighttime hours, any sound that exceeds the ambient noise level by 3dB at a distance of 50 feet is prohibited.

3.3 During any period of the day or night, it shall be a violation of these rules for anyone to play an audio system at a level exceeding the ambient background noise by 3dB at a distance of 50 feet from the vehicle.

3.4 During any period of the day or night, it shall be a violation of these rules to operate any vehicle or equipment having an internal combustion engine with a non-functioning or disabled muffler.

3.5 On Sundays, it shall be a violation of these rules for anyone to generate sound out of doors at a level exceeding the ambient background noise by 3dB at distance of 50 feet from the source.

3.6 Radios, music and other unnecessary noises that can be heard beyond the property line are not permitted.

3.7 During any period of day or night, it shall be a violation of these rules for exterior lighting to disturb neighboring properties.

4. Enforcement

4.1 The Georgian Hills Covenants Enforcement officer shall have the authority to enforce these Rules and Regulations.

4.2 Non-compliance after having been issued a warning will carry a fine of \$250 to be assessed to the responsible Property Owner, commercial establishment or contracting party as appropriate.

A. 13 Outside Storage Facility

1. Purpose

1.1 The purpose of these rules and regulations is to specify the limitations and controls pertaining to the building, erecting, and use, of outside storage facilities or add on.

2. Restriction

2.1 No building, including tool shed, storage facilities, satellite dishes, antennae, and green houses, shall be erected, or placed, on any lot, or permitted to remain on said lot until building plans, elevations, specifications of construction methods, with plans showing location of such building, have been approved in writing by the developer, his successors or assigns, as to the conformity and harmony of external finish, color, design, and general quality with existing standards of the neighborhood, and as to location of building with respect to topography and finished ground elevations, which approval shall be at the sole discretion of developer. No changes shall be made in said plans or specifications without consent of the developer.

3. Enforcement

3.1 Violations of the above prohibitions by Property Owners, Tenants, or their Guests will subject the Property Owners to sanctions in accordance with Rule A.1, "General Enforcement Procedures".

A. 14 Rules of Conduct in the Amenities

1. Purpose

1.1 These Rules and Regulations establish the expected conduct of Property Owners, Tenants, and their Guests when they are using the Amenities of the Georgian Hills Property Owners Association (POA).

2. Rules

2.1 Alcoholic beverages are permitted in the swimming pool general area but not in the pool. In addition, no beverage is permitted in glass containers in the pool or around the pool area. Outside food is permitted to be brought into the pool amenity, but not allowed in the pool.

2.2 No pets are permitted within the pool gated area or the tennis court gated area, except as may be required by law. Pets need to be restrained and controlled in all Common Properties, where permitted.

2.3 Always use trash cans and pick up and clean up after yourself, your guest, and your pets.

2.4 Be civil and courteous to residents, guests, visitors, and staff.

2.7 No smoking is permitted near the entrances or exits of, or inside, POA facilities except in designated areas.

2.8 All property owners, residents, and guest shall comply with these rules and the rules posted in the amenities' areas either permanently or temporarily.

3. Responsibilities

3.1 Property Owners are responsible for their own conduct and for the conduct of family members, Tenants, and Guests while using Association's facilities.

4. Enforcement

4.1 Violations of the provisions of these Rules and Regulations will subject the appropriate Property Owner to sanctions in accordance with Rule A.1, "General Enforcement Procedure".

A. 15 Rules of Lawn and Grass Care

Lawn and Yard Care POLICY Georgian Hills HOA

1. Purpose

The following provisions are designed to maintain an aesthetically pleasing appearance of the properties and their lawns and in compliance with The Declaration of Covenants of GHHOA and are the Gwinnett County Code for Grass, Weeds, and Uncultivated Vegetation (14-286)/ Website: www.GwinnettQualityofLife.com and in compliance with section 6 of the Declaration of Covenants (All county zoning restrictions applicable to this property shall be observed. In the event of any conflict between any provision of such codes, regulations and the provision of such codes, regulations and restrictions and the provisions of the declaration, the more restrictive provisions shall apply).

2. Rules

Lawn and Grass Care

(During the growing season it is required the following actions be taken to ensure the lawn/yard is properly maintained).

2.1. Lawns must be mowed on a regular basis, lawn height not to exceed six inches.

2.2. No part of the lawn shall run onto paved surfaces such as sidewalks, curbs, and common areas.

2.3. Lawns must be watered on a regular basis sufficient to maintain health and green color. This is weather and temperature dependent. Lawns typically need several inches of water a week to stay healthy and green.

2.4. Plants and shrubbery should be watered to maintain a healthy appearance.

2.5. Control and removal of weeds in lawn, gardens, sidewalks, and driveways.

2.6. Lawn debris, including lawn clippings should not be left along the curb, sidewalk or street, and tree and shrub trimmings, must be removed from view from the front yard after the maintenance is performed until trash pick-up day.

2.7. Regular fertilizing is recommended but not enforced.

2.8. Remove, any, and all, dead plants, shrubs, and trees in a timely manner.

2.9. If a household is on vacation for more than a week, please arrange to have your yard attended while you are away. Absence does not relieve you of your obligation.

2.10. End of season flowerbed and lawn/yard maintenance should include pulling or spraying for weeds and a final mow of the lawn. It is recommended that you lower lawn mower blade to reduce disease and moss problems.

2.11. Rake and pick up leaves that have fallen or blown onto your property. Fallen leaves can smother the lawn and plants if left on the ground and transmit diseases and pests to a lawn or flower bed.

2.12. Winterize your lawns (recommended but not enforced). Winterization should include adding fertilizer to the lawn in the fall to feed the roots through the winter. Add mulch to the flower beds to protect the roots over the winter. Remove leaves and debris from rain gutters to prevent water backups during the rainy season, and put

garden hoses away for winter, wrap or cover outdoor spigots, and winterize your lawn sprinkler system to prevent broken pipes due to freeze.

Shrubs

Shrubs shall be pruned and maintained in a manner consistent with the neighborhood.

2.13. Dead shrubs shall be removed and replaced of similar nature and scale.

2.14. Mature shrubs need to be pruned to a consistent level and shall not overly obscure (1/3 to 1/2) of the front windows or doors of the home.

Tree Care

Trees shall be pruned and maintained in a manner consistent with the neighborhood.

2.15. Dead trees shall be removed and replaced of similar nature and scale.

2.16. Mature trees need to be pruned as needed to be safe and presentable.

Branches overhanging the sidewalks should be pruned back or up to allow pedestrian traffic to pass safely. Eight feet of clearance is suggested to allow for growth and branches weighed down with rain or snow.

3. Identification of Violations

At the direction of the Association's Board of Directors, a periodic walk-through of the community will be performed in order to identify deficiencies in grass, tree, bush and/or shrubbery maintenance.

Property owners with identified maintenance problems will be notified of the problem in writing. The Association shall request corrective action to be accomplished within a stipulated time frame depending upon the severity of the violation.

4. Procedures and Charges for Violations

As permitted by and in accordance with the procedure of Article VII, Section 7.02 of the Declaration, the GHHOA shall, after notice is given to the owner of the lot involved, setting forth the action intended to be taken, and such action has not been taken by the Owner, to mow the yard, to trim or prune the trees, bushes, or shrubbery, and water the yard at the expense of the Owner. In addition, and in the event of failure to of the owner of said property to act upon the notification, a fine will be applied on a per month basis in the amount of \$100.00 per violation.

A. 16 Rules of Solid Waste Disposal

Solid Waste Care and Disposal

1. Purpose

The following provisions are designed to maintain an ascetically pleasing appearance of the properties of the GHHOA, and in compliance with The Declaration of Covenants of GHHOA and are the Gwinnett County Code for Placement of Containers & Collection Hours (82-56.a.6.c)/ Website: www.GwinnettQualityofLife.com and in compliance with section 6 of the Declaration of Covenants (All county zoning restrictions applicable to this property shall be observed. In the event of any conflict between any provision of such codes, regulations and the provision of such codes, regulations and restrictions and the provisions of the declaration, the more restrictive provisions shall apply).

2. Rules

Solid Waste Cans, Bins, or Dumpsters:

2.1 Cans/Bins: Each residential service unit shall place the solid waste storage container at the curb no earlier than 3:30 p.m. on the day prior to the scheduled pick up and shall have the container removed from the curb no later than the day following scheduled collection. All trash and garbage containers be placed in walled areas or landscaped areas, so they are not visible from the street or adjoining property. An alternative

location would be behind a fence or screen, wall, or bush/scrub. Leaving trash containers at the curb or in the driveway where they are visible from the street is a violation of Gwinnett County Code and the policy of GHHOA.

Trash pickup is Thursday of each week (except for certain holidays).

2.2 Dumpsters: (UDO 230-120.14) Dumpsters and screening shall be located only in the rear or side yard a minimum of 5 feet from property lines and any buffer. They must be placed on a concrete pad of sufficient size & strength to support the weight of service vehicles. Minimum pad size is 10 feet wide by 30 feet long. Screening is required not less than 6 feet in height. Construction dumpsters are allowed for 30 days or with an active building permit and are exempt from screening requirements.

3. Enforcement

Upon discovery or complaint of an initial violation, a warning letter will be sent to the owner (and tenant, if applicable). If repeat of violation occurs, a fine of \$25 will be assessed, and a fine will be noted on a statement sent to the owner. Normal late fees and collection efforts will apply to any unpaid balance.

A. 17 Rules of Mailbox Compliance and Maintenance

Mailbox Compliance and Maintenance

1. Purpose

The following provisions are designed to maintain an aesthetically pleasing appearance of the properties of the GHHOA, and in compliance with The Declaration of Covenants of GHHOA and are the Gwinnett County Code for Placement of Containers & Collection Hours (82-56.a.6.c)/ Website:

www.GwinnettQualityofLife.com and in compliance with section 12 of the Declaration of Covenants (All county zoning restrictions applicable to this property shall be observed. In the event of any conflict between any provision of such codes, regulations and the provision of such codes, regulations and restrictions and the provisions of the declaration, the more restrictive provisions shall apply).

2. Rules

2.1 Mailbox Selection

Each property shall have a mailbox (with post and address number) from the approved appearance. The original selection is no longer available therefore, the BOD has selected the following replacement mailbox system should replacement be required; The Avenues Mailbox and Post System, at the following web address. <https://addressesofdistinction.com/avenues-mailbox-system/>

2.2 Mailbox Maintenance

Each property will keep the approved Mailbox System in new-like appearance and function. (Please note that this does not include the use of clamps, bungee cords, or other evident, makeshift solutions to the appearance or function of the Mailbox System).

2.3 Enforcement

The GHHOA shall, after notice is given to the owner of the lot involved, setting forth the action intended to be taken, and such action has not been taken by the Owner, to mow the yard, to hire the repair or replacement of the Mailbox System at the expense of the Owner. In the event of failure to act upon the notification an assessment will be applied on a per month basis in the amount of \$100.00 per violation until the Mailbox System is repaired or replaced.

Glossary

Ambient noise

The total of all sound normally associated with a particular location or environmental surrounding.

Allowance

A disturbance or irritant.

A - weighted sound level

The sound pressure level in decibels (dB) as measured on a sound level meter using the A-weighting network, the most commonly used standard for measuring sound pressure levels.

Business/commercial endeavors

Having their ordinary and generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family, and for which the provider receives a fee or other form of compensation regardless of whether:

- such activity is engaged in full or part-time
- such activity is intended to, or does, generate a profit
- a license is required

Contractor

One that performs work or provides supplies for exterior renovations and/or additions.

Decibel or dB

The commonly accepted unit for measuring the relative intensity of a sound. The human ear can detect a 3 dB change in continuous sound and a 10 dB change is perceived as a doubling or halving of loudness.

Emergency Vehicle

Any ambulance, med-evac aircraft, fire engine, Public Safety vehicle, Sheriff's Department vehicle, state patrol vehicle, or other authorized emergency vehicle in the performance of official duty.

Evening hours

That portion of the day beginning at 7:01 PM and ending at 10:00 PM.

Frequency

One of the identifying characteristics of sound. The number of cycles per second imparted into the air by a vibrating body.

Guest

Any person other than the owner who occupies or visits a family dwelling unit.

Nighttime hours

That portion of each day beginning at 10:01 PM and ending at 6:59 AM, except for the areas in the Village and Clubhouse shall be 11:00 PM.

Private Nuisance

An interference with a person's enjoyment and use of his land.

Property Owner

Listed as the Owner of record.

Public Nuisance

A condition that interferes with the health or well-being of the community. To constitute a nuisance, the activity must be such that it causes an unreasonable disturbance of annoyance, be unreasonably injurious to health, be indecent, or be unreasonably detrimental to persons or property.

Service Animal

Defined by the ADA as a dog that has been individually trained to do work or perform tasks for an individual with a disability. The task(s) performed must be directly related to the person's disability.

Service Contractor

One who provides service or maintenance to an existing utility or home.

Tenant

Long-Term Tenant.

Growing Season The period of year or season during which grass, shrubs, trees, flowers, etc., grow best. The growing season is typically March through October.

Non-Growing Season The period between the first frost of winter and the last damaging frost of winter. The non-growing season is typically November through February.

Lawn The area planted with grass, which is maintained at a low, even height. A significant portion of front yard must be lawn. The rest of the yard can be made of up flower beds, fountain, or a pond.

Yard The "yard" is defined as the space or grounds surrounding or surrounded by a building. This means the physical area on a Lot, including, but not limited to, the foundation plantings, all grass areas, planting beds, trees, flowers, and the driveway area.