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James Brinkerhoff, President  
Sterling Ridge HOA, Inc.  
330 Sterling Hill Drive  
Lawrenceville, GA 30046

STATE OF GEORGIA  
COUNTY OF GWINNETT  
Cross Reference:  
Book 17278 Page 14 et seq.  
Book 18254 Page 92 et seq.  
Book 38047 Page 130 et seq.  
Book 47832 Page 92 et seq.  
Book 55354 Page 450 et seq.  
Book 56656 Page 539 et seq.  
Book 60028 Page 150 et seq.

**RESTATEMENT OF DECLARATION OF EASMENTS, COVENANTS,**

**CONDITIONS AND RESTRICTIONS**

**FOR STERLING RIDGE SUBDIVISION**

**RESTATEMENT OF DECLARATION OF EASMENTS, COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR STERLING RIDGE SUBDIVISION**

**TABLE OF CONTENTS**

**ARTICLE I**

**DEFINITIONS**

1.01	<u>Association</u>
1.02	<u>Architectural Control Committee or ACC</u>
1.03	<u>Assessment Year</u>
1.04	<u>Board or Board of Directors</u>
1.05	<u>Bylaws</u>
1.06	<u>Common Property</u>
1.07	<u>Design Standards</u>
1.08	<u>Lot</u>
1.09	<u>Member</u>
1.10	<u>Membership</u>
1.11	<u>Occupant</u>
1.12	<u>Owner</u>
1.13	<u>Property</u>
1.14	<u>Residence</u>
1.15	<u>Structure</u>
1.16	<u>Subdivision</u>

**ARTICLE II**

**COMMON PROPERTY RIGHTS**

2.01	<u>Right of Enjoyment</u>
2.02	<u>Delegation of Use</u>
2.03	<u>Rights of the Association</u>
2.04	<u>Maintenance by Association</u>

**ARTICLE III**

**STERLING RIDGE HOMEOWNERS ASSOCIATION, INC.**

3.01	<u>Purpose, Powers, and Duties of the Association</u>
3.02	<u>Membership in the Association</u>
3.03	<u>Voting rights</u>

- 3.04 Board of Directors
- 3.05 Suspension of Membership
- 3.06 Termination of Membership

**ARTICLE IV ASSESSMENTS**

- 4.01 Covenants for Assessments and Creation of Lien and Personal Obligation
- 4.02 Purpose of Assessments
- 4.03 Initiation Fee and Annual Assessment
- 4.04 Special Assessments
- 4.05 Assessment Procedure
- 4.06 Uniform Rate of Assessment
- 4.07 Specific Assessments
- 4.08 Effect of Non-Payment of Assessments
- 4.09 Accumulation of Funds Permitted
- 4.10 Certificate of Payment

**ARTICLE V ARCHITECTURAL CONTROL**

- 5.01 Architectural Control Committee – Creation and Composition
- 5.02 Purpose, Powers, and Duties of the ACC
- 5.03 Officers, Subcommittees, and Compensation
- 5.04 Operations of the ACC
- 5.05 Design Standards
- 5.06 Submission of Plans and Specifications
- 5.07 Approval of Plans and Specifications
- 5.08 Disapproval of Plans and Specifications
- 5.09 Obligation to Act
- 5.10 Inspection Rights
- 5.11 Violations
- 5.12 Certification of Compliance
- 5.13 Fees.
- 5.14 Non-Discrimination by the ACC
- 5.15 Disclaimer as to ACC Approval

**ARTICLE VI GENERAL COVENANTS AND RESTRICTIONS**

- 6.01 General
- 6.02 Owner-Occupied Residential Use of the Property

- a. Business Activity
- b. Rental or Leasing Activities
- 6.03 Vehicles
- 6.04 Traffic Regulations
- 6.05 Exterior Appearance and Maintenance
- 6.06 Lawns and Landscaping
- 6.07 Permitted Siding
- 6.08 Nuisance
- 6.09 Unightly or Unkempt Condition
- 6.10 Antennas or Similar Equipment
- 6.11 Clotheslines, Garbage Cans, Wood Piles, Storage Sheds, etc
- 6.12 Driveways
- 6.13 Sidewalks and Driveways
- 6.14 Air Conditioning Units
- 6.15 Energy Conservation Equipment
- 6.16 Swimming Pools
- 6.17 Artificial Vegetation, Exterior Sculpture, and Similar Items
- 6.18 Standard Mailboxes
- 6.19 Draperies and Window Treatments
- 6.20 Signs
- 6.21 Recreational Equipment
- 6.22 Fences
- 6.23 Erosion Control
- 6.24 Fines

**ARTICLE VII      INSURANCE**

- 7.01 Casualty Insurance
- 7.02 Replacement or Repair of Property
- 7.03 Annual Policy Review

**ARTICLE VIII      ENFORCEMENT**

- 8.01 Right of Enforcement
- 8.02 Right of Abatement
- 8.03 Specific Performance
- 8.04 Collection of Assessments and Enforcement of Lien
- 8.04.1 No Waiver

**ARTICLE IX**

**MISCELLANEOUS**

<b><u>9.01</u></b>	<b><u>Severability</u></b>
<b><u>9.02</u></b>	<b><u>Headings</u></b>
<b><u>9.03</u></b>	<b><u>Gender</u></b>
<b><u>9.04</u></b>	<b><u>Notices</u></b>
<b><u>9.05</u></b>	<b><u>Member Contact Information Notice</u></b>
<b><u>9.06</u></b>	<b><u>Variances</u></b>
<b><u>9.07</u></b>	<b><u>Books and Records</u></b>
<b><u>9.08</u></b>	<b><u>Notice of sale or lease</u></b>
<b><u>9.09</u></b>	<b><u>Amendment</u></b>
<b><u>9.10</u></b>	<b><u>Indemnity</u></b>
<b><u>9.11</u></b>	<b><u>Attorney Fees</u></b>
<b><u>9.12</u></b>	<b><u>Implied rights</u></b>

**THIS RESTATEMENT OF DECLARATION FOR STERLING RIDGE SUBDIVISION** (hereinafter referred to as the “Declaration”) is made as of this 13th day of July, 2023 by the Sterling Ridge Homeowners Association, Inc. (hereinafter referred to as the “Association”)

**WITNESSETH:**

**WHEREAS**, the Association has adopted the Georgia Property Owners Association Act by amendment to the original Declaration of Easements, Covenants, Conditions and Restrictions of Sterling Ridge Subdivision as such amendment is recorded in Book 60028, Page 150 in the Gwinnett County, Georgia land records, and;

**WHEREAS**, the Association desires to consolidate and update the original Declaration and the several amendments thereto, and;

**WHEREAS**, the Association desires that the provisions of this Declaration shall supersede all provisions of the original Declaration and any amendments thereto, and;

**WHEREAS**, the original Declaration subjects each of the described properties to the membership and governance of the Association, a nonprofit Georgia corporation, and;

**WHEREAS**, the original Declaration provides for the amendment of the Declaration, and;

**WHEREAS**, this Declaration shall be effective upon recordation in the Gwinnett County, Georgia land records.

**NOW THEREFORE**, the Association hereby declares that the Property shall be subject to the following easements, covenants, conditions, and restrictions, which are adopted for the purpose of protecting the value and desirability of every Lot, and which shall run with the Land and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each holder thereof.

**ARTICLE I  
DEFINITIONS**

**1.01** “**Association**” shall mean and refer to Sterling Ridge Homeowners Association, Inc. (a non-profit, non-stock, membership corporation, organized under the Georgia Non-profit Corporation Code), its successors and assigns.

**1.02** “**Architectural Control Committee or ACC**” shall mean and refer to that certain committee as empowered in accordance with Article V hereof.

**1.03** “**Assessment Year**” shall mean the calendar year.

1.04 “**Board or Board of Directors**” means the board of directors of the Association.

1.05 “**Bylaws**” means the Bylaws of the Association, Exhibit “A” attached hereto.

1.06 “**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.

1.07 “**Design Standards**” 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 Bylaws. Such determination, however, must be consistent with the development-wide standard established by this Declaration.

1.08 “**Lot**” means any parcel of land shown on the subdivision plat of that parcel of land lying and being in Land Lot 111 of the 5<sup>th</sup> District of Gwinnett County, Georgia, being all lots contained in Phase I of Sterling Ridge Subdivision and recorded in Plat Book 78, Page 216, Gwinnett County, Georgia Records, reference to said plat of survey and the record thereof being hereby made for a more complete legal description.

1.09 “**Member**” means any member of the Association.

1.10 “**Membership**” means the collective total of all Members of the Association.

1.11 “**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**” means the record owner, 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**” means that certain real property herein above described, together with such additional real property as may be subjected to the provisions of this Declaration in accordance with the provisions hereof.

1.14 “**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.

1.15 “**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, 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; and



- (b) Any excavation, grading, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon, or across any lot, or which effects 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 six inches, whether or not subsection B of this section applies to such change.

1.16 “**Subdivision**” shall mean and refer to all or any portion of the Land which has been recorded as such per plat in the office of land records of Gwinnett County, Georgia.

## ARTICLE II COMMON PROPERTY RIGHTS

2.01 **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 is subject to suspension by the Association as provided in section 2.03.

2.02 **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 Bylaws, his right to use and enjoy the common property.

2.03 **Rights of the Association.** The rights and privileges conferred in section 2.01 hereof shall be subject to the right, and where applicable, the obligation of the Association acting through the Board to promulgate rules and regulations relating to the use, operation, and maintenance of the Common Property.

- (a) The right of the Association to dedicate or transfer all or any part of the Common Area to any municipality or other government body, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members; and
- (b) suspend, pursuant to section 3.05, the voting rights of any member and the right of enjoyment granted or permitted by section 2.01; and
- (c) enforce all applicable provisions of valid agreements of the Association relating to the Common Property or any part thereof; and
- (d) maintain any and all landscaping treatments installed 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 Maintenance by Association.** Except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair all portions of the Common Property, which responsibility shall include the maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Property, including but not limited to the maintenance, repair and replacement of (i) all roads, walks, trails, landscaped areas, and other improvements situated within the Common Property and owned by the Association; (ii) such security systems and utility lines, pipes, plumbing, wires, conduits, and related systems which are part of the common property and which are not maintained by a public authority, public service district, public or private utility, or other person; (iii) all lawns, trees, shrubs, hedges, grass, and other landscaping and all retention ponds situated within or upon the common property; and (iv) all retention areas and facilities constructed wherever located.

In addition, the Association shall maintain grass and other landscaping located at the entry way of the subdivision along or in dedicated rights of way 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 not be liable for injury or damage to any person or property (A) caused by the elements or by any owner or any other person, or (B) resulting from any rain or other surface water which may leak or flow from any portion of the Common Property, or (C) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of the Common Property or any other portion of the Property. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the part of each Owner.

### **ARTICLE III**

#### **STERLING RIDGE HOMEOWNERS ASSOCIATION, INC.**

**3.01 Purpose, Powers, and Duties of the Association.** The Association has been formed as a nonprofit 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 and maintain the property values of the Lots. 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 or upon termination of the ownership interest of the Owner in the Lot.

**3.03 Voting rights.** Each Owner of a Lot shall be a Member and shall be entitled to one vote per Lot owned by such Owner. Where such Owner is a group or entity other than one individual person and his/her spouse, 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.

**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 Bylaws 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 shall be:

- (a) Subject to the Right of Abatement, as defined in Section 8.02, or elsewhere herein;
- (b) Delinquent in the payment of any assessment levied by the Association pursuant to the provisions of Article IV hereof; or
- (c) In violation of any of the rules and regulations of the Association relating to the use, operation, or maintenance of Common Property;
- (d) Delinquents in the payment of any assessed fines, late fees, and/or interest thereon.

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 case of a violation described in Subsection (c) of this section, the suspension may be for a period not to exceed 60 days after the cure or termination of such violation. No such suspension shall prevent an owner's egress to or ingress from his Lot.

**3.06 Termination of Membership.** 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 Act, the articles of incorporation of the Association, and the Bylaws of the Association, a copy of which is attached hereto, as each shall, from time to time, be in force and effect.

#### **ARTICLE IV ASSESSMENTS**

**4.01 Covenants for Assessments and Creation of Lien and Personal Obligation.** Each Owner of a Residence or Lot, 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 or parcel assessment 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 the 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 4.08 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 on 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 the Lot, except in 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 4.08 of this Declaration and costs of collection including reasonable attorneys' fees) levied against any Residence owned by him during that 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, improvement, maintenance, equipping of Common Property, enhancing the appearance, desirability, uniformity or pleasantness of the Subdivision, the enforcement of the restrictions contained in this Declaration, the payment of operation costs and expenses of the Association, the funding of a reserve for foreseeable capital improvements and operating expenses, and the payment of all principal and interest when due on all debts owed by the Association.

**4.03 Initiation Fee and Annual Assessment.**

(a) Each Residence shall be subject to (i) an initiation fee of \$250.00, as may be charged by the Board from time to time, which shall not be prorated, and (ii) an Annual Assessment for each Assessment Year.

**(b)** 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 not more than 10% above the Annual Assessment for the previous Assessment Year.

**(c)** The Annual Assessment for each Assessment Year may, at any time or from time to time, be increased more than the amount permitted in section 4.03(b), if such increase is approved by 2/3 vote of the Members of the Association.

**4.04 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 Common Property. Such special assessments may be levied by the Board in any Assessment Year without the approval of the Members, so long as such special assessments in the aggregate do not exceed an amount equal to the Annual Assessment then in effect.

**4.05 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 provisions of this Article IV. The annual assessment shall be due and payable February 15 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 the reserve allowance to be used for future repair and replacement of the Common Property; provided, however, in no event shall the Board be required to provide for a reserve sufficient to cover all such future repair and replacement of the Common Property, it being intended that a portion of such costs will be covered by special assessment. The Board shall cause the Association to send to each Owner at least 30 days in advance of the due date, written notice setting forth the amount of the Annual Assessment and the due date. 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. The Board may establish reasonable payment procedures to allow or require payment of the special assessment in installments during the Assessment Year. Notwithstanding the required form requirements stated herein, a minimum of 51% all of the votes of the Association shall be required to disapprove the Association's annual budget.

**(b)** All members of the Association shall be given written or electronic 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 4.03(c) or section 4.04 of this Article. Such written notice shall specify under which Section or Sections the Board will propose action. At such meeting the presence of Members or proxies entitled to cast 35% of the total votes outstanding shall constitute a quorum. If the required quorum is not present at such meeting, a second meeting may be called by the Board subject to the same notice requirement and the required quorum at such second meeting shall be 20% of total votes outstanding. No such second meeting shall be held more than 60 days following the first meeting. If the required quorum is not present at the second meeting the Board may take such action without approval of the Members. Notwithstanding the required form requirements stated herein, a minimum of 51% all of the votes of the Association shall be required to disapprove the Association's action taken under this section.

**4.06 Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Residences within the Development.

**4.07 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 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 benefited according to the benefit received;
- (b) Expenses incurred by the Association pursuant to Article V or Articles VI hereof;
- (c) Reasonable fines as may be imposed in accordance with terms of the Declaration and Bylaws.

**4.08 Effect of Non-Payment of Assessments.** Any assessment which is not paid on or before the Due Date shall automatically subject the payor thereof to a late fee of 10% of said assessment, which shall then be immediately due and payable, and shall bear interest after the Due Date at the rate of 10% 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 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. In addition to all other legal remedies the Association may have either in law or in equity, and not in limitation thereof, the Association may, as the Board shall determine, institute suit to collect such past due assessments and/or to foreclose its lien. Each Owner by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The Association acting on behalf of the Owners, shall have the power to bid on a Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners.

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 any 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 Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any

order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

All payments shall be applied first to costs, then to late charges, then to interest, and then to delinquent assessments.

**4.09 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.

**4.10 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, costs, and fines, if any) have been paid with respect to any Lots owned by said Owner as of the date of such certificates, or that all assessments, interest, costs, and fines have not been paid, setting forth the amount then due and payable. The Association may make a charge in the amount of one hundred dollars (\$100.00), or such reasonable amount as the Board may from time to time set, for the issuance of such certificates. Any such certificates, 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, a Lot in question.

## ARTICLE V ARCHITECTURAL CONTROL

### **5.01 Architectural Control Committee – Creation and Composition.**

(a) An Architectural Control Committee shall be established consisting of not less than three (3) or more than five (5) individuals, provided, however, that the ACC shall always have an uneven number of members. The Board shall appoint the members of the ACC. At least one member of the ACC shall be a member of the Board and shall act as Chairman of the ACC.

(b) Each member of the ACC shall be appointed for a calendar-year term. If any vacancies shall occur in the membership of the ACC by reason of death, incapacity, resignation, removal, or otherwise, the remaining members of the ACC shall continue to act, and such vacancies shall, subject to the provisions of section 5.01(a) be filled by the Board at the earliest possible time. Any ACC member may resign at any time by giving written notice of such resignation to the chairman of the ACC and such resignation shall take effect upon receipts thereof by the Chair. Any member of the ACC may be removed at any time with or without cause by the Board.

**5.02 Purpose, Powers, and Duties of the ACC.** The purpose of the ACC is to assure that as set installation, construction, or alteration of any Structure as set forth in Section 1.15 above on any Lots, or any alterations to the appearance of any Lot shall be submitted to the ACC for approval (i) as to whether the proposed installation, construction, or alteration is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and the standards of the Development, and (ii) as to the location of

Structures with respect to topography, finished ground elevation, and surrounding structures. To the extent necessary to carry out such purpose, the ACC shall have all of the powers and duties to do each and every thing necessary, suitable, convenient, or proper for, or in connection with, or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for the installation, construction, or alteration any Structure on any Lot.

### **5.03 Operations of the ACC.**

(a) **Meetings.** The ACC shall hold regular meetings at least annually or more often as may be established by the ACC. Special meetings may be called by the Chairman at any time, and shall be called by the Chairman on written request of a majority of the members of the ACC then in office. Regular and special meetings of the ACC shall be held at such time and at such place as the Chairman shall specify. Notice of each regular or special meeting of the ACC shall be given to each member thereof either in writing addressed to his residence or by electronic communication at least one (1) day before the day the meeting is to be held. Notice of regular and special meetings need not specify the purpose or purposes for which the meeting was called. Notice of a meeting need not be given to any member of the ACC who signs a waiver of notice either before or after the meeting. Attendance of a member of the ACC at a meeting shall constitute a waiver of notice of such meeting and shall constitute a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when the member states, at the beginning of the meeting, any such objection or objections to the transaction of business. At each meeting of the ACC, the presence of a majority of the members then in office shall constitute a quorum for the transaction of business. Except as otherwise provided herein, the act of a majority of the members of the ACC present at any regular or special meeting thereof at which a quorum is present shall constitute the act of the ACC. In the absence of a quorum, any member of the ACC present at the time and place of the meeting may adjourn the meeting from time to time until a quorum shall be present. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. The ACC shall maintain both a record of votes and minutes for each of its meetings. The ACC shall make such records and minutes available at reasonable places and times for inspection by Members of the Association and by the Secretary. Any action required to be taken at a meeting of the ACC, or any action which may be taken at a meeting of the ACC, may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by all the members of the ACC and be filed within the minutes of the proceedings of the ACC. Such consent shall have the same force and effect as a unanimous vote, and may be stated as such in any document filed by the ACC.

### **(b) Activities.**

(1) The ACC shall adopt and promulgate the Design Standards described in section 5.04 hereof and shall, as required, make findings, determinations, rulings, and orders with respect to the conformity with said Design Standards of plans and specifications to be submitted for approval to the ACC pursuant to the provisions of this Declaration. The ACC shall, as required, issue permits, authorizations, or approvals, which may include specific requirements and conditions, pursuant to the provisions of the Declaration

(2) Any two (2) or more members of the ACC may be authorized by the ACC to exercise the full authority of the ACC with respect to all matters over which the ACC has authority, as may be specified by resolution of the ACC, except with respect to the adoption or promulgation of the Design Standards. The



unanimous action of the two (2) or more members with respect to the matters specified shall be final and binding upon the ACC and upon any application for an approval, permit, or authorization, subject, however, to review and modification by the ACC on its own motion or to appeal by the applicant to the ACC as provided in this paragraph (ii). Written notice of the decision of such two (2) or more members shall, within five (5) working days thereof, be given to any applicant for an approval, permit, or authorization. The applicant may, within ten (10) days after receipt of notice of any decision which he deems to be unsatisfactory, file a written request to have the matter in question reviewed by the ACC. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to and reviewed promptly by, the ACC, but in no event later than thirty (30) days after the filing of such request. The decision of a majority of the members of the ACC with respect to such matter shall be final and binding.

**5.04 Design Standards.**

(a) The ACC shall, from time to time, adopt, promulgate, amend, revoke, and enforce guidelines (the "Design Standards") for the purpose of:

(1) Governing the form and content of plans and specifications to be submitted to the ACC for approval pursuant to the provisions of the Declaration;

(2) Governing the procedure for such submission of plans and specifications;

(3) Establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of Structures and all other matters that require approval by the ACC pursuant to this Declaration; and

(4) Assuring the conformity and harmony of external design and general quality of the Development.

(b) The ACC shall make a published copy of its current Design Standards readily available to Members and prospective Members of the Association and to all applicants seeking the ACC's approval.

**5.05 Submission of Plans and Specifications.** No structure shall be commenced, erected, placed, moved onto, or permitted to remain on any Lot nor shall any existing Structure upon any Lot be re-painted a color different than its original color, or altered in any way which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications therefore shall have been submitted to and approved in writing by the ACC. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the ACC in the Design Standards, including, without being limited to:

(a) A site plan showing the location of all proposed and existing Structures on the Lot including building setbacks, open space, driveways, walkways, and parking spaces including the number thereof, and all siltation and erosion control measures;

(b) A foundation plan;

(c) Exterior elevations of all proposed Structures and alterations to existing Structures as such Structures will appear after all back-filling and landscaping are completed

(d) Specification of materials, color scheme, and other details affecting the exterior appearance of all proposed Structures and alterations to existing Structures;

(e) A floor plan; and

(f) Plans for landscaping and grading.

The applicant must deliver the plans and specifications to a member of the ACC or Board. Upon receipt of the plans and specifications by such member of the ACC or Board, such member of the ACC or Board shall provide to the applicant a written receipt for the submitted plans and specifications. No plans and specifications shall be deemed submitted to the ACC until the applicant receives a written receipt for the submitted plans and specifications.

**5.06 Approval of Plans and Specifications.** Upon approval by the ACC of any plans and specifications submitted pursuant to this Declaration, one (1) copy of such plans and specifications, as approved shall be deposited for permanent record with the ACC and a second copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the ACC's right, in its discretion, to disapprove similar plans and specifications, or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

**5.07 Disapproval of Plans and Specifications.** The ACC shall have the right to disapprove any plans and specifications submitted pursuant to this Declaration because of any of the following:

(a) The failure to include information in such plans and specifications as may have been reasonably requested;

(b) The failure of such plans or specifications to comply with this Declaration or the Design Standards;  
or

(c) Any other matter which, in the judgment of the ACC, would be likely to cause the proposed installation, construction, or alteration of a Structure (i) to fail to be in conformity and harmony of external design and general quality with the standards for the Development as set forth in the Design Standards, or (ii) as to location to be incompatible with topography, finished grade elevation, or surrounding Structures. In any case in which the ACC shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the ACC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

**5.08 Obligation to Act.** The ACC shall take action on any plans and specifications submitted as herein provided within thirty (30) days after receipt thereof. Approval by the ACC, if granted, together with any condition imposed by the ACC, shall be placed in writing on the plans and specifications and shall be returned to the applicant. In the event conditions are imposed requiring modification of the plans and specifications, the applicant shall resubmit the plans and specifications showing the conditions fulfilled. Failure by the ACC to take action within thirty (30) days after receipt of plans and specifications initially submitted for approval shall be deemed approval of such plans and specifications. Failure by the ACC to take action within thirty (30) days after receipt of plans and specifications which are re-submitted for approval showing conditions fulfilled shall be deemed approval of such plans and specifications.

**5.09 Inspection Rights.** Any employee or agent of the Association or the ACC may, after reasonable notice, at any reasonable time or times, enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any Structure, or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Association, nor the ACC, nor any such agent shall be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided such inspection is carried out in accordance with the terms of this Section.

**5.10 Violations.** If any Structure shall be erected, placed, maintained, or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the ACC pursuant to the provisions of this Article, such erection, placement, maintenance, or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required. If, in the opinion of the ACC, such violation shall have occurred, the ACC shall notify the Association, and the Board shall take appropriate measures to correct the violation; and the board shall provide written notice to the Owner by first class U.S. mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within 30 days after the mailing of the aforesaid notice of violation, then the Association shall have the right of the Abatement as provided in this Declaration.

**5.11 Certification of Compliance.**

(a) Upon completion of the installation, construction, or alteration of any Structure in accordance with plans and specifications approved by the ACC, the ACC shall, upon written request of the Owner thereof or upon the ACC's own initiative, issue a Certificate of Compliance, identifying such Structure and the Lot upon which such Structure is placed and stating the plans and specifications have been approved and that such Structure complies with such plans and specifications. A copy of said Certificate shall be filed for permanent record with the plans and specifications on file with the ACC.

(b) Any Certificate of Compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts therein stated; and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such Certificates shall be conclusive evidence that all Structures on the Lot comply with all the requirements of this Article; provided, however, the Certificate shall in no way be construed to certify the acceptability, sufficiency or approval by the ACC of the actual construction of structures or of the workmanship, or to represent or warrant to anyone the quality, function or operation of the structures or of any construction, workmanship, engineering, materials or equipment

The issuance of the Certificate shall in no way be construed to certify to any party that the Structures have been built in accordance with any applicable rule or regulation or in accordance with every detail on the approved plans and specifications.

**5.12 Fees.** The ACC may impose and collect a reasonable and appropriate fee to cover the cost of a review of plans and specifications and of inspections performed pursuant to Section 5.10. The fee shall be established from time to time by the ACC and published in the Design Standards.

**5.13 Non-Discrimination by the ACC.** The ACC shall not discriminate against any applicant requesting its approval of plans and specifications because of such applicant's race, color, sex, religion, age, or national origin. Further, the ACC, in the exercise of its powers granted pursuant to this Declaration, shall not take any action the intent or affect of which is to discriminate against persons of a particular race, color, sex, religion, age, or national origin.

**5.14 Disclaimer as to ACC Approval.** Plans and specifications are not reviewed for engineering or structural design or quality of materials or compliance with any local, state, or Federal law including local building codes and zoning ordinances, and by approving such plans and specifications neither the ACC, the members thereof, nor the Association assumes liability or responsibility therefore, nor for any defect in any Structure constructed from such plans and specifications. Neither the Association, the ACC, the Board, nor the officers, directors, members, employees or agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans and specifications and every Owner agrees that he will not bring any action or suit against the Association, the ACC, the Board, or the officers, directors, members, employees, and agents of any of them to recover any such damages and hereby releases, remises, quick claims, and covenants not to sue for claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

## ARTICLE VI GENERAL COVENANTS AND RESTRICTIONS

**6.01 General.** This Article, beginning in Section 6.02, sets out certain use restrictions which must be complied with by all Owners and Occupants of Lots. These use restrictions may only be amended in the manner provided herein regarding amendment of this Declaration. The Board may also, from time to time, without consent of the Members, promulgate, modify, or delete Rules and Regulations applicable to the Development. Such Rules and Regulations shall be distributed to all Owners and Occupants prior to the date they are to become effective, and shall thereafter be binding upon all Owners and Occupants until and unless overruled, cancelled, or modified in a regular or special meeting by a majority of the Members of the Association eligible to vote.

**6.02 Owner-Occupied Residential Use of the Property.** The Lots within the Development shall be, and are intended to be, owner-occupied, single-family residential use Lots. All Lots within the Development are subject to the restrictions set forth in this Article regarding business activities, and rental or leasing activities.

(a) **Business Activity.** No trade or business of any kind may be conducted in or from a Lot or any part of the Development either as a primary or accessories use of either the Lot or any portion of the Development; and provided, however, an Owner or Occupant may conduct such business activities within a Dwelling located thereon so long as;

- (1) The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the Dwelling unit,
- (2) The business activity does not regularly involve persons or vehicles coming into the Development who do not reside in the Development,
- (3) The business activity does not involve having any tools of a particular trade stored or placed in any area which can be seen from one other Lot or the Common Property,
- (4) The business activity conforms to all zoning requirements for the Development,
- (5) The business activity is consistent with the residential character of the Development,
- (6) The business activity does not require use of Common Property utilities, and
- (7) The business activity does not constitute a nuisance or a hazardous or offensive use, as may be determined in the sole discretion of the Board of Directors.
- (8) The business is in compliance with, and does not violate, any municipal, county, or state rules, regulations, ordinances, or statutes.

The terms “business” and “trade” as used in this provision shall be construed to have their ordinary, 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 compensation or other form of consideration, regardless of whether (i) the activity is engaged in full or part time; (ii) the activity is intended to or does generate a profit, or (iii) a license is required for the activity. The Board may issue rules regarding permitted business activities.

(b) **Rental or Leasing Activities.** In order to protect the equity and value of the individual Lot Owners of the Property, to preserve the character of the Property as a homogeneous residential community of predominantly Owner occupied homes, to reduce and limit the number of violations of rules and regulations, and to prevent the Property from assuming the character of a renter-occupied neighborhood; leasing or rental of Lots or any improvements thereon shall be governed by the restrictions imposed by this Article. Except as provided herein, the leasing or rental of Lots or any improvements thereon shall be prohibited.

- (1) **Definitions.**

i. "**Leasing**" means the regular, exclusive occupancy of a Lot by any person other than: (a) the Owner or a parent, child, spouse, or sibling of an Owner, or (b) a person who occupies a portion of the Structure on the Lot with the Owner or parent, child, spouse, or sibling of the Owner; and so long as such Owner or parent, child, spouse, or sibling of the Owner, is occupying the Lot as his or her primary residence. "Leasing" shall also include the rental, with or without any written rental agreement, of any portion of the Lot or of any improvements thereon.

ii. "**Effective Date**" means the date this Declaration is recorded in the Gwinnett County, Georgia land records.

iii. "**Grandfathered Owner**" means an Owner of a Lot who is lawfully leasing his or her Lot on the Effective Date. Grandfathering shall apply only to the Lot owned by that Grandfathered Owner on the Effective Date. Grandfathering hereunder shall continue only until the date the Grandfathered Owner conveys title to the Grandfathered Lot to any other person (other than the Owner's spouse). Upon the happening of such event, the Lot shall automatically lose grandfathering hereunder. In order to obtain Grandfathered Owner status, the Owner of a leased or rented Lot must submit to the Board an application requesting Grandfathered Owner status and disclosing such information as is reasonably required to identify the identity of the lessee/renter and the terms of such lease or rental agreement.

iv. "**Grandfathered Lot**" means the Lot owned and leased by a Grandfathered Owner on the Effective Date hereof.

(2) **Leasing Permit and Restriction**. No Owner of a Lot may lease his or her Lot unless: (1) the Owner is a Grandfathered Owner, or (2) the Owner is not a Grandfathered Owner but has received a hardship leasing permit from the Board as provided below.

i. **Hardship Leasing**. Hardship leasing permits shall be valid for a term not to exceed one year. Owners may apply for additional hardship leasing permits at the expiration of the hardship leasing permit, if the circumstances warrant. Hardship leasing permits are automatically revoked upon the happening of the sale or transfer of the Lot to a third party (excluding sales or transfers to an Owner's spouse).

ii. **Undue hardship**. The Board shall be empowered to allow reasonable leasing of Lots, upon written application, to avoid undue hardship upon an Owner. By way of illustration, and not by limitation, examples of circumstances which could constitute "undue hardship" are those in which (1) an Owner must relocate his or her residence for employment purposes and cannot, within one hundred twenty (120) days from the date the Lot was placed on the market, sell the Lot for a price greater than the current appraised market value, after having made reasonable efforts to do so; (2) where the Owner dies and the Lot is being administered by his or her estate; and (3) where the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Lot, in which case the Lot Owner must reapply every year for renewal of the hardship exception, but in no event shall such leave of absence or temporary relocation hardship exception be extended for more than two terms beyond the original term. The above stated circumstances serve only as examples of situations that may be considered an undue hardship and do not serve as an automatic guaranty of

the granting of a hardship leasing permit. The decision whether or not to grant an undue hardship leasing permit is solely within the discretion of the Board of Directors and shall be decided on a case by case basis.

iii. **Hardship Leasing Provisions.**

a) **Notice.** Prior to entering into the hardship lease of a Lot, the Owner shall submit a written application to the Board of Directors providing the name, address, and telephone numbers of the proposed lessee and the names of all other people occupying the Lot; and must obtain a hardship leasing permit from the Board.

b) **General.** Lots may be leased only in their entirety. There shall be no subleasing of Lots. No transient tenants may be accommodated in a Lot. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. All leases shall be for a period of at least twelve (12) months. The Lot Owner must provide the tenant copies of the Declaration, Bylaws, and Association rules and regulations.

c) **Liability for Assessments.** Lessor/ Lot Owner shall be personally obligated for the payment of all annual Homeowner dues and special assessments and all other charges against the Owner or Lot which become due during the term of the lease and any other period of occupancy by the lessee or which become due as a consequence of lessee's activities, including, but not limited to, activities which violate provisions of the Declaration, the Bylaws, or the rules and regulations adopted pursuant thereto.

d) **Compliance.** Each Owner covenants and agrees that any lease of a Lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Lot, agrees to the applicability of this covenant and incorporation of the specified language into the lease as stated in (5) hereafter.

Those Owners who are Grandfathered Owners upon the effective date of this Declaration may lease their Lots and shall not be required to demonstrate undue hardship as a prerequisite to the leasing of their Lots. However, upon any conveyance or transfer of the Lot, any grantee thereof shall be subject to the provisions of this Article, in addition to all other provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto. Leases executed after the date on which this Declaration is recorded in the Gwinnett County, Georgia land records are subject to the terms of this Article. Leases existing on the date which this Declaration is recorded shall not be subject to the terms of this Article; such leases may continue in accordance with the terms of the Original Declaration as it existed prior to the recording date of this Declaration. However, any assignment, extension, renewal, or modification of any lease agreement, including, but not limited to, changes in the terms or duration of occupancy, shall be considered a termination of the old lease and commencement of a new lease which must comply with this Article.

(3) **Reasonable Rules & Regulations.** The Board shall have the power to make and enforce reasonable rules and regulations and to impose and assess fines, in accordance with the Declaration and

Bylaws, in order to enforce the provisions of this Article VIII. Any leasing transaction which does not comply with this Article shall be voidable at the option of the Board of Directors.

(4) **Compliance with Declaration, Bylaws, and Rules and Regulations.** The following language shall be incorporated into every lease permitted under the provisions of this Article.

*Lessee shall abide by and comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests in order to insure compliance with the foregoing. Lessee acknowledges that the violation by lessee or any Occupant living with lessee of any provision of the Declaration, Bylaws, or rules and regulations adopted thereunder, shall constitute a default under this lease. Owner shall cause all Occupants of his or her Lot to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and is responsible for all violations and losses caused by such Occupants, notwithstanding the fact that such Occupants of the Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto. If the lessee, a guest, or a person living with the lessee, violates the Declaration, Bylaws, or a rule and regulation for which a fine is imposed, such fine may be assessed against the lessee and/or the Owner; provided, however, if a fine is not paid by the lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Board of the lessee's failure to do so. Unpaid fines constitute a lien against the Lot as provided for herein. Any lessee charged with a violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto is entitled to the same procedure to which an Owner is entitled prior to the imposition of a fine or other sanction. Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by lessee, any Occupant, guest, or any person living with lessee is deemed to be a violation of the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to The Sterling Ridge Homeowners' Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto.*

(5) **Applicability to Holders of First Mortgages.** The holder of any first mortgage on a Lot who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage shall be entitled, upon application to the Board of Directors, to a one year hardship lease exception.

**6.03 Vehicles.** The term "vehicles", as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-karts, trucks, campers, buses, vans, automobiles, or any other motorized vehicle.

- (a) No vehicle of any description shall be parked on the streets of the Subdivision for more than six (6) hours per day,
- (b) No vehicles may be parked in any yards or on the Common Property,
- (c) No vehicles shall be parked on the streets of the Subdivision overnight,



- (d) All vehicles shall be parked only in their respective garage or driveway,
- (e) No more than four (4) vehicles may be parked in the driveway of any Lot,
- (f) No vehicle may be parked so as to block the path of the sidewalk across the driveway,
- (g) No dilapidated or unsightly vehicle or machinery shall be parked or stored in such a manner as to be visible from the street or any other residence. The Board of Directors or any member thereof or the Architectural Control Committee or any member thereof shall be the sole arbiter as to whether a vehicle is dilapidated or unsightly,
- (h) No vehicle, equipment, or materials shall be stored on any Lot, whether covered or not, at a location which is visible from the street or any other residence,
- (i) No vehicle that is unlicensed, inoperable, or in a condition such that it is incapable of being operated on public highways may be left on any Lot or any portion of the Development for more than three (3) days. After such three (3) day period, such vehicle or machinery shall be considered a nuisance and may be removed from the Development.
- (j) No motor homes, campers, trailers, boats, motorcycles, or commercial vehicles shall be parked or stored in such a manner as to be visible from the street or any other residence. A commercial vehicle shall include, but is not limited to, (i) any vehicle that is designed primarily for the transportation of more than nine (9) passengers, (ii) any vehicle designed primarily for the transportation of cargo or equipment, (iii) any vehicle with a hauling capacity in excess of one (1) ton, (iv) any vehicle that has any marking or signage pertaining to a business or commercial activity, (v) any vehicle upon which is visible, any commercial equipment such as, but not limited to, welders, generators, tanks, ladder racks and ladders, or any other such business equipment.

The Association, through the Board, may enact any reasonable Rules and Regulations that it may deem necessary or desirable to enforce the intent of this Section regarding regulation of vehicles.

**6.04 Traffic Regulations.** All vehicular traffic on all streets and paved areas within the Development shall be subject to the laws of the State of Georgia and Gwinnett County, Georgia concerning operation of motor vehicles in public streets and paved areas. The Association is hereby authorized to promulgate, administer, and enforce Rules and Regulations governing vehicular and pedestrian traffic including reasonable safety measures and speed limits within the Common Property. The Association shall be entitled to enforce such Rules and Regulations by establishing such enforcement procedures as it deems appropriate, including levying of fines for any violation thereof. All vehicles of any kind or nature which are operated on the streets or paved area within the Development shall be operated in a careful, prudent, safe, and quiet manner and with due consideration for the rights of all Owners and Occupants of Lots.

**6.05 Exterior Appearance and Maintenance.** Each Owner shall keep and maintain his Lot and the improvements thereon, as well as all landscaping located thereon, in good condition and repair, and in a neat, clean, and eye-pleasing condition. Such maintenance shall include, but not be 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.

The Association is hereby authorized to promulgate, administer, and enforce Rules and Regulations governing the appearance, condition, and maintenance of all Lots and improvements thereon. The Association shall be entitled to enforce such Rules and Regulations by establishing such enforcement procedures as it deems appropriate, including levying of fines for any violation thereof. Every Residence and every other structure on the Lot shall be maintained in good order and repair. The Owner shall ensure that no structure is in a deteriorated or unsightly condition. Without limiting the generality of the foregoing, no structure shall have visible signs of:

- (a) rot or deterioration of any wood components, such as window or door casings;
- (b) cracked or broken siding materials;
- (c) mold or mildew visible on any exterior surfaces;
- (d) flaking, faded or cracked paint or stain;
- (e) cracked or broken window or door glass;
- (f) damaged or missing roof shingles;
- (g) damaged or inoperable garage doors;
- (h) damaged or missing vent or flue caps;

If, in the opinion of the ACC, any Owner shall fail to perform the duties imposed by this Section, then the ACC 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 fifteen (15) days after the mailing of said written notice by first class US mail, then the Association shall have the right of abatement. Guidelines relating to the maintenance of Structures and landscaping may be included in the Design Standards of the ACC.

**6.06 Lawns and Landscaping.** Every Owner shall maintain all lawns, trees, shrubbery, ornamental grasses, flowers and flowerbeds, and landscaping, in a neat, clean, and eye-pleasing condition. Notwithstanding the foregoing, the maintenance required hereunder shall extend from the boundary of a Lot to the asphalt pavement of the street bordering said Lot. The Association is hereby authorized to promulgate, administer, and enforce Rules and Regulations governing the appearance, condition, and maintenance of all lawns and landscaping of Lots within the Development. The Association shall be entitled to enforce such Rules and Regulations by establishing such enforcement procedures as it deems appropriate, including levying of fines for any violation thereof. Without limiting the generality of the foregoing, the following standards shall (by way of example and not of limitation) apply to the lawns and landscaping of every Lot within the Development:

- (a) all lawns shall be mowed to a height of no more than four (4) inches;
- (b) all lawns shall be edged along all adjacent driveways, curbs, and sidewalks;
- (c) the front lawn of every Lot shall be of Bermuda or Zoysia grass;
- (d) no weeds shall be visible in any lawn;
- (e) no weeds shall be visible in any flowerbed;
- (f) all flowerbeds shall be mulched with pine straw, wood nuggets, or river rock;
- (g) all shrubbery shall be neatly trimmed and pruned;
- (h) all trees shall be well maintained, and any dead or rotting branches shall be pruned and removed;

(i) No trees, shrubbery, or ornamental grasses may encroach upon the sidewalks running along the streets of the Development;

**6.07 Permitted Siding.** all fronts, sides, and rears of dwellings in the Development shall be of either brick, stucco, stacked stone, fieldstone, HardiePlank, or vinyl siding.

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

**6.09 Unsightly or Unkempt Condition.** The pursuit of hobbies or other activities, including specifically without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken in any part of the Development.

**6.10 Antennas or Similar Equipment.** No exterior antennas, aerials, or other apparatus of any kind for transmission or receiving of television, radio, satellite, or other signals of any kind shall be placed, allowed, or maintained upon any portion of a Structure or Lot within the Development, without the prior written consent of the ACC. In no event, however, shall any satellite dish larger than eighteen inches (18") in diameter be erected.

**6.11 Clotheslines, Garbage Cans, Wood Piles, Storage Sheds, etc.** No clotheslines, nor any clothes drying device, shall be placed, allowed, or maintained upon any portion of the development, including any Lot. All garbage cans shall be located or screened so as to be concealed from view of the street and any neighboring property. Garbage cans may be placed at the curb in front of the respective residence for collection no sooner than the evening before the day of trash collection, and shall be removed from sight by the evening of the date of trash collection. All wood piles, swimming pool pumps, filters, or related equipment, and other similar items shall be located or screened so as to be concealed from view of the street and any neighboring property. No separate or detached storage shed shall be constructed, placed, or erected on any Lot except if approved in advance by the ACC.

**6.12 Driveways.** Except as may be permitted by the ACC, all driveways shall be paved with concrete and shall be maintained in good condition. It is the responsibility of the Owner to maintain the driveway from the garage to the asphalt pavement in the street.

**6.13 Sidewalks and Driveways.** No sidewalk or driveway shall be constructed or altered on any Lot without the prior written approval of the ACC of plans and specifications for such sidewalk or driveway. Guidelines

relating to the design and location of sidewalks and driveways may be included in the Design Standards of the ACC.

**6.14 Air Conditioning Units.** No window air conditioning units may be installed.

**6.15 Energy Conservation Equipment.** No solar collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a Structure, as determined in the sole discretion of the ACC.

**6.16 Swimming Pools.** No swimming pool shall be permitted in the yard of a Residence without the express prior written approval of the ACC. In the event the ACC approves such swimming pool, the same shall be permitted only in an area designated by the ACC in the rear yard of the Residence and in a location not readily visible from the street upon which the Residence is located.

**6.17 Artificial Vegetation, Exterior Sculpture, and Similar Items.** No artificial vegetation shall be permitted on the exterior of any property. Exterior sculptures, fountains, monuments, yard ornaments, in-ground flagpoles, and similar items must be approved by the ACC.

**6.18 Standard Mailboxes.** All Residences in the Development shall have standard mailboxes conforming to postal regulations and the guidelines for such mailboxes adopted by the ACC.

**6.19 Draperies and Window Treatments.** All draperies, blinds, window dressings, or other window treatments in a dwelling which shall be visible from the exterior of the front of such dwelling shall be only either white or alabaster in color, or another color approved in advance in writing by the ACC. Notwithstanding the foregoing, in no event shall any windows be covered by any unsightly coverings, including, but not limited to, paper, foil, sheets, or blankets.

**6.20 Signs.** No signs whatsoever (including but not limited to commercial and similar signs) shall, without the ACC's prior written approval of plans and specifications therefore, be installed, altered, or maintained on any lot, or on any portion of a structure visible from the exterior thereof, except:

(a) such signs as may be required by legal proceedings;

(b) not more than one "for sale" sign, such sign having a maximum face area of four square feet;

Provided that such sign may only be displayed in the front yard of a lot.

**6.21 Recreational Equipment.** No recreational or playground equipment including, but not limited to, swing sets, jungle gyms, playhouses, basketball goals, bounce houses or other inflatable structures, shall be constructed upon, erected upon, placed, allowed, or maintained on any Lot without the prior written approval as to form, type, style, color, location, etc. of the ACC. The ACC shall approve such recreational equipment to be placed only upon the rear of a lot. Notwithstanding the foregoing, the ACC may, in its discretion, approve portable basketball goals to be placed adjacent to the driveway. All portable basketball goals approved by the ACC shall not be left out on any public road or private driveway, but rather shall be stored away or pulled to the rear of the home at night.

**6.22 Fences.** All fences must be approved by the ACC. No fences shall be erected in the front yards or side yards of any Lots. All fences must be erected in compliance with the conditions imposed by the ACC. Such conditions shall include, but not be limited to, the following:

- (a) no fence may be closer to the street than the rear corner of the Residence;
- (b) no fence shall be more than 6 feet in height;
- (c) all fences must be constructed of wood, and not of chain link, wire, vinyl, plastic, or any other material;
- (d) all fences must be of a design that is approved by the ACC;
- (e) all fences must be left in a natural unpainted/stained condition, or be painted or stained in a color that is harmonious with the color of the residence and any other fences that may abut them.

**6.23 Erosion Control.** No activity, construction, or improvement which may create erosion or siltation problems on any part of the Development shall be undertaken on any Lot without the prior written approval of the ACC of plans and specification for the prevention and control of such erosion or siltation. The ACC may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include, by way of example and not of limitation, physical devices for controlling the runoff and drainage of water, special precautions in grading, and requiring installation of additional landscaping measures or materials. Guidelines for the prevention and control of erosion and siltation may be included in the design standards of the ACC. In the event that any approved erosion control measures that are installed prove to be inadequate, the Acc may require the Owner to take additional measures to correct or mitigate the problem.

**6.24 Fines.** In addition to any other rights of enforcement of the provisions of this Declaration the Board of Directors or the ACC shall have the right to assess fines for violations of said Provisions. Such fines may be assessed on a daily basis for every day that a violation continues. The Board shall determine the amount of any such fines to be assessed. The Board or the ACC shall provide notice to the violator by written citation delivered to the violator by first class US mail, or by electronic communication to the email provided by the violator to the Association. The notice shall specify the date of the beginning of the violation and the fact that the specified fine shall be assessed retroactive to the beginning of the violation until it is cured, unless adequate explanation for the violation, in the sole discretion of the board or the ACC, shall be given by the violator. The board or the ACC in the notice of violation, may specify a due date by which the violation must be cured, and provide that if such cure is effected by the due date, the fines accumulated from the date of beginning to the date of cure may be waived. The Board or ACC may, in its sole discretion, choose to impose any fine immediately upon occurrence without any provision for waiver by cure. Any unpaid fines shall incur interest at the rate of ten percent (10%) per annum from the date of beginning of the violation to the date of payment of the fine.

## **ARTICLE VII INSURANCE**

**7.01 Casualty Insurance.** The Association shall keep all insurable improvements and fixtures of the Common Area, if any, insured against loss or damage by fire for the full insurance replacement cost thereof, and

may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for the property for which the insurance was carried by the Association are common expenses included in the annual assessments made by the Association.

**7.02 Replacement or Repair of Property.** In the event of damage to or destruction of any part of the Common Area improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Reconstruction Assessment against all Lot Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other annual assessments made against such Lot Owner.

**7.03 Annual Policy Review.** All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

## **ARTICLE VIII ENFORCEMENT**

**8.01 Right of Enforcement.** This Declaration and the restrictions contained herein shall inure to the benefit of, and shall be enforceable by, the Association and each Owner, his heirs, devisees, legal representatives, successors and assigns.

**8.02 Right of Abatement.** The Right of Abatement, as used in this Section and in other Sections hereof, means the right of the Association, to enter at all reasonable times upon any Lot or Structure as to which a violation, breach, or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the Provisions of this Section and with the cost thereof, including the costs of collection, and including reasonable attorney's fees, together with interest thereon at the rate of 10% per annum to be a binding personal obligation of such Owner, enforceable in law, as well as a lien on the Owner's lot.

**8.03 Specific Performance.** Nothing contained in this Declaration shall be deemed to affect or limit the rights of the Association or any Owner to enforce the Restrictions by appropriate judicial proceedings or to recover damages. However, it is hereby declared that it may be impossible to measure accurately in money, the damages which will accrue to a beneficiary hereof, its transferees, successors or assigns, by reason of a violation of, or failure to perform, any of the obligations provided by this Declaration; and, therefore, any beneficiary hereof shall

be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or inequity to enforce the Provisions hereof.

**8.04 Collection of Assessments and Enforcement of Lien.** If any assessment, interest, cost or other charge is not paid as required by this Declaration, the Association may bring either an action at law against the owner personally obligated to pay the same, or an action to foreclose any lien created by this Declaration against the lot or lots subject to the lien, or both, for the purpose of collecting such assessment, cost or charge, plus any interest thereon, and costs of collection, including reasonable attorney's fees.

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 Bylaws, 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.

**8.05 No Waiver.** The failure of 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 to the same violation or breach by the Owner of any other lot.

## **ARTICLE IX MISCELLANEOUS**

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

**9.02 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.

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

**9.04 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 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:

Association: Sterling Ridge Homeowners Association, Inc.  
335 Sterling Hill Drive  
Lawrenceville, Georgia 30046

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

Any written communication mailed in accordance with this section shall be deemed received on the third (3<sup>rd</sup>) day following the day such written notice is deposited in the United states mail.

**9.05 Member Contact Information Notice.** It shall be the responsibility of each Member of the Association to notify the Secretary of the Association in writing of his name, current address, telephone number, and any other reasonably required information for use in entering and maintaining his name and status in the Membership rolls of the Association. The Association shall not be held responsible however for any unintentional failure to properly list the names, addresses and telephone numbers of its Members. It is the responsibility of each Member to ensure that all information is accurate and up-to-date. If any information previously provided by any Member changes, it is the responsibility of that Member to promptly notify the Association of such change in information.

**9.06 Variances.** Notwithstanding anything to the contrary contained herein, the Board of Directors of the Association, or their designee, shall be authorized to grant individual variances from any of the Provisions of this Declaration, the Bylaws, 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 and the design standards.

**9.07 Books and Records.**

(a) **Inspection by members.** this Declaration, the Bylaws, copies of rules and use restrictions, membership register, books of account, and minutes of meetings of the members of the board and of committees, shall be made available for inspection and copying by any member of the Association or his or her duly appointed agent, and holder, insurer, or guarantor of any first mortgage at any reasonable time and for a purpose or reasonably related to his or her interest as a member or holder, insurer, or guarantor of a first mortgage at the office of the Association or at such other reasonable place as the board shall prescribe.

(b) **Rules for inspection.** the board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents.

(c) **Inspection by directors.** Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extra copies of documents at the reasonable expense of the Association.

**9.08 Notice of sale or lease.** In the event an Owner sells or leases such Owner's Lot, the Owner shall give to the Association, in writing, prior to the effective date of such sale or lease, the name of the purchaser or lessee of the Lot and such other information as the Board may reasonably require.



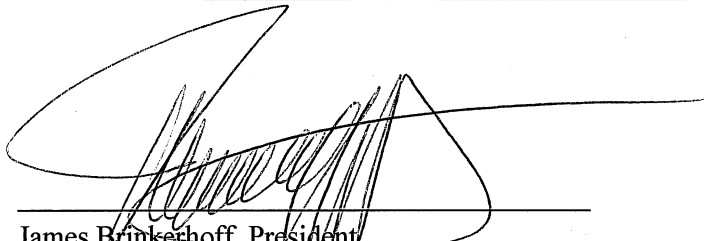
**9.09 Amendment.** The easements, covenants, conditions, and restrictions of this Declaration shall run with and bind the property from the date this Declaration is recorded. This Declaration may be terminated by an instrument signed by seventy-five percent (75%) of the Members. This Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the Members. Any amendment must be recorded.

**9.10 Indemnity.** The Association shall have the right to retain legal counsel and to indemnify, defend, and hold harmless its directors, officers, agents and employees for actions arising out of their acts on behalf of the Association, except for intentional torts committed by them, either before or after such acts are committed by them.


**9.11 Attorney Fees.** The prevailing party in any dispute under this Declaration or in the enforcement of the obligation and covenants hereunder shall be entitled to the award of reasonable attorney fees and litigation expenses in addition to other damages.

**9.12 Implied rights.** The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, or any rule or regulation, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.


**IN WITNESS WHEREOF,** the Declarant Association has caused this Declaration to be duly executed and sealed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

  
\_\_\_\_\_

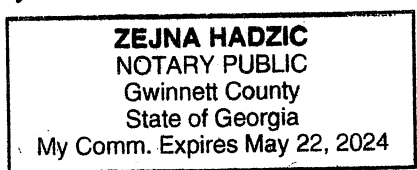
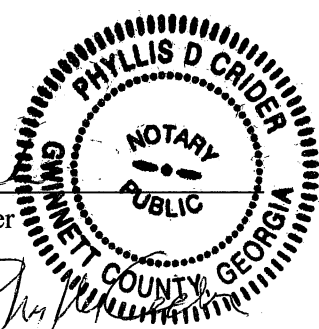
James Brinkerhoff, President

  
\_\_\_\_\_

Notary

  
\_\_\_\_\_

Bobbi Chadwick, Treasurer



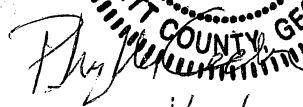
  
1/23/25

EXHIBIT "A"

BYLAWS OF

STERLING RIDGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the Association is **STERLING RIDGE HOMEOWNERS ASSOCIATION, INC.**, hereinafter referred to as the "Association". The principal office of the Association (until otherwise designated by the Board of Directors of the Association) shall be located at 335 Sterling Hill Drive, Lawrenceville, Gwinnett County, Georgia 30046, but meetings of Members and Directors may be held at such places within the State of Georgia, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Unless otherwise set forth herein, the terms used in these Bylaws shall have the same meanings ascribed to such terms as set forth in the **Restatement of Declaration of Easements, Covenants, Conditions and Restrictions for Sterling Ridge Subdivision** dated July 13, 2023 (the "Declaration"), which is 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

MEETING OF MEMBERS

**3.1 Annual Meetings of Members.** The annual meeting of the Members shall be held annually during the month of March on such designated date as selected by the Board of Directors. The Members shall, at such annual meeting, elect the 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 Meetings of Members.** Special meetings of the Members may be called at any time by the President of the Association or by the Board of Directors or upon written request of one-fourth (1/4) of all Members entitled to vote.

**3.3 Notice of Meetings.** Notice of each meeting of the Members shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by posting a sign at the entry to the Subdivision or the Common Area at least 72 hours prior to such meeting denoting the time, date and place of the meeting. Notice of each such meeting may also be posted on the Association website at least fifteen (15) days prior to the date of the meeting. Notice of such meeting shall also be given to each Member by either written notice mailed to the address on record with the Association or by electronic notification to the email address on record with the Association.

Each Member shall register his address and email address with the Association. Each notice for a special meeting 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.

**3.4 Quorum.** The presence of the Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the Membership shall constitute a quorum at a meeting for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting, set another date, time and place, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

**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 or by verbal consent of such Member given at the meeting. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

#### **ARTICLE IV BOARD OF DIRECTORS**

**4.1 Number.** The affairs of this Association shall be managed by a Board of Directors of no less than three (3) and no more than seven (7) Directors, who need not be Members of the Association.

**4.2 Term of Office.** At the annual meeting, the Members shall elect Directors for a term of one (1) year. All Directors shall hold office until their successors have been elected. The number of Directors may be increased or decreased by vote of the Members.

**4.3 Removal.** Any Director may be removed from the Board, with or without cause, by a majority vote of the remaining members of the Board. In the event of death, resignation or removal of a Director, his successor shall be selected by a majority vote of members of the Board and shall serve for the unexpired term of his predecessor.

**4.4 Compensation.** No Director shall receive compensation for service as a Director to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties. Any Director may be paid for professional work done for the Association as an independent contractor approved by the Board even if said work is related to or coexistent with his or her work as a Director and for his or her actual expenses in performance of his or her 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.** Nominations for election to the Board of Directors shall be made from the floor at the annual meeting. Such nominations may be made from among the Members or non-members.

**4.7 Election.** Election to the Board of Directors shall be by secret written ballot or voice vote. 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.** Meetings of the Board of Directors shall be held no less than semi-annually, and shall be held at such date, time, and place as called by the President.

**4.9 Special Meetings.** A special meeting of the Board of Directors shall be held when called by the President, at any time at his discretion, and must be called by the President whenever so requested in writing by two or more members of the Board.

**4.10 Notice of Meetings.** Notice of meetings of the Board 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 the meetings are to convene. Such notices may be given by telephone or by any other form of written, verbal or electronic communication. It shall not be necessary for notices of special meetings of the Board to state the purposes or objects of the hearing. 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 majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

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

- (a) Adopt and publish Rules and Regulations governing the use of the Common Area 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 the right to use 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 60 days for infraction of published Rules and Regulations;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these Bylaws, 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
- (e) Employ a manager, lawyer, 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 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 at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;
- (b) Supervise all officers, agents and employees of the Association, and to 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) Provide notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of the due date of each annual assessment; and
  - (3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against an 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;
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) Cause all officers or employees having fiscal responsibility to be bonded, if it deems such to be appropriate;
- (g) Cause the Common Area to be maintained, or improved, and taxes paid therefore;
- (h) Cause the entrance of the Subdivision to be maintained;
- (i) Otherwise carry out the purposes of the Association.

**ARTICLE V**

## OFFICERS AND THEIR DUTIES

**5.1 Enumeration of Officers.** 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 after the annual meeting.

**5.3 Term.** The officers of the Association shall be elected annually by the Board and each officer 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 may 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, or inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board and may sign all checks and other written instruments, including Promissory Notes.
- (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, including signing all checks.

- (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; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and publish a copy of each to the Members, and may sign all checks.

## ARTICLE VI CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Sterling Ridge Homeowners Association, Inc.

## 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, and the Board thereof, are hereby incorporated into these Bylaws by this reference, with the same effect as if such Provisions were fully set forth herein.

**7.2 Books and Records.** The books, records, and papers of the Association shall at all times, upon reasonable notice, be subject to inspection by any Member in accordance with the procedures set forth in the Declaration

**7.3 Committees.** The Directors, by majority vote, may appoint an Architectural Control Committee composed of at least one member of the Board, as provided in the Declaration. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

**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 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 Parliamentary rules.** "Roberts Rules of Order" shall govern the conduct of all Association proceedings, when not in conflict with Georgia law, the Articles of Incorporation, the Declaration, these Bylaws, or a ruling made by the person presiding over the proceeding.

7.6 **Assessments.** As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments and fines, which are secured by a continuing lien upon the property against which the assessment or fine is made. Any assessment or fine which is not paid when due shall be delinquent. If the assessment or fine is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of infraction at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments or fines provided for herein by nonuse of the Common Area or abandonment of his Lot.

7.7 **Fiscal year.** The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year.

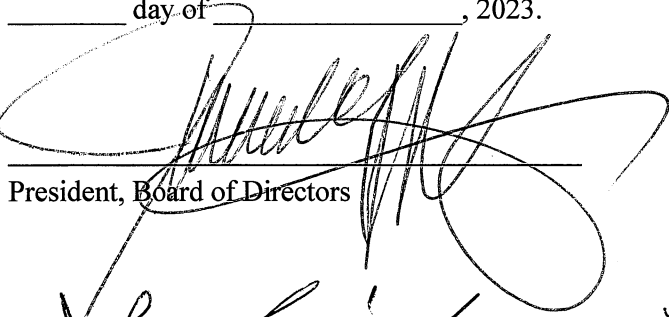
7.8 **Amendment.** The provisions of the Declaration applicable to amendment of that instrument shall apply to any amendment to these Bylaws.

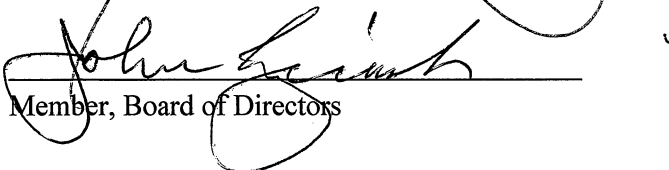
7.9 **Notices.** Unless otherwise specified in the Declaration or Bylaws, all notices, demands, bills, statements, or other communications required or permitted to be sent under the Declaration or these Bylaws shall be deemed to have been duly given if delivered personally, sent electronically to the e-mail address, if any, provided by the Member to the Association, 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, 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 Property, notice to one (1) shall be deemed to be noticed to all.


IN WITNESS WHEREOF, we, being all of the directors of the Association, have hereunto set our hand this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

  
\_\_\_\_\_  
President, Board of Directors

  
\_\_\_\_\_  
Member, Board of Directors

  
\_\_\_\_\_  
Notary

**ZEJNA HADZIC**  
NOTARY PUBLIC  
Gwinnett County  
State of Georgia  
My Comm. Expires May 22, 2024

  
\_\_\_\_\_  
Notary

**MONA RAMBHAROS**  
NOTARY PUBLIC  
Gwinnett County  
State of Georgia  
My Comm. Expires Oct. 18, 2026



*Jim Crider*

Member, Board of Directors

*Cindy Allen*

Notary

**CINDY ALLEN**  
NOTARY PUBLIC  
Gwinnett County  
State of Georgia  
My Comm. Expires Sept. 8, 2024

*Bill Crider*

Member, Board of Directors

*Michael Ray*

Member, Board of Directors

*W. Gordon*

Member, Board of Directors

*[Signature]*

Member, Board of Directors

