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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WILLIAMS TOWNE SUBDIVISION

THIS DECLARATION, made on September 6, 1985, by Sunset Development Company, Inc., hereinafter referred to as “Declarant”.

WITNESSETH:

WHEREAS, Declarant is the fee simple Owner of certain real property with improvements thereon, sometimes referred to herein as “Williams Towne”, in Cherokee County, State of Georgia, which is more particularly described in Exhibit “A”, attached hereto and made a part hereof, together with such additions thereto as may from time to time be designated by Declarant and made subject to this Declaration by amendment hereto, all hereinafter collectively referred to as the “Property”.

NOW THEREFORE, Declarant hereby declares that the property shall be held, sold and conveyed subject to this Declaration of Covenants, Conditions and Restrictions, which Declaration of Covenants, Conditions and Restrictions shall be and are easements, restrictions, covenants and conditions appurtenant running with the Land, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Property or any part thereof, and their respective heirs, successors and assigns, as their respective interests may appear.

ARTICLE I

DEFINITIONS

Section 1. “Association” shall mean and refer to Williams Towne Owners’ Association, Inc., a Georgia non-profit corporation, and its successors and assigns.

Section 2. “Owner” shall mean and refer to the record owner, and if more than one person or entity, then to them collectively, of the fee simple title to any Lot which is a part of the Property so that for purposes of this Declaration and the Association Documents, as defined herein, each Lot shall be deemed to have one Owner.

Section 3. “Plat” shall mean that certain plat entitled “Williams Towne” prepared by West Georgia Engineers & Surveyors, dated September _____, 1985, in the office of the Clerk of Superior Court, Cherokee County, Georgia, in Plat Book 29, page 16, 17, as well as all future recorded plats, if any, describing those certain parcels of land annexed, as described thereon, and made subject to this Declaration by amendment hereto.

Section 4. “Common Area” shall mean all real property (including any improvements thereon) which shall from time to time be designated by Declarant for the

common use and enjoyment of the Owners, whether or not the same has been described in Exhibit “B” and any amendments thereto or conveyed to the Association in fee simple.

Section 5. “Lot” shall mean and refer to a plot of land shown and identified by number upon the Plat now or hereafter made subject to this Declaration, which is intended for single-family residential use.

Section 6. “Declarant” shall mean and refer to Sunset Development Company, Inc. and the successors and assigns in interest to the business of Sunset Development Company, Inc.

Section 7. “Association Documents” shall mean the Association Articles of Incorporation and By-Laws and the Williams Towne Owners’ Association Rules, as the same may from time to time be amended and exist.

Section 8. “Executive Board” shall mean the Executive Board of Directors of the Williams Towne Owners’ Association, Inc., whose duties shall be the management of the affairs of the Association subject to this Declaration and Association Documents.

Section 9. “Williams Towne Owners’ Association Rules” shall mean those rules and regulations that the Association shall from time to time, adopt, promulgate, amend, revoke, and enforce to govern the use and maintenance of the Common Area.

Section 10. “Person” means an individual, corporation, partnership, trust or any other legal entity.

Section 11. “Declaration” means this Declaration of Covenants, Conditions, Restrictions and Easements, as the same may be amended, renewed, or extended from time to time in the manner herein prescribed.

Section 12. “Mortgage” means chattel mortgage, bill of sale to secure debt, deed of trust, deed to secure debt and any and all other instruments given to secure the payment of an indebtedness.

Section 13. “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, bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, tree, shrub, sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot;

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

ARTICLE II

COMMON AREA

Section 1. Conveyance of Common Property. The Declarant may from time to time designate and convey to the Association real property in fee simple to be the Common Area for the common use and enjoyment of the Owners, subject to this

Declaration. The Association hereby covenants and agrees to accept from the Declarant all such conveyances of Common Area subject to the terms and conditions of this Declaration and the obligations set forth herein.

Section 2. Owner's Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot; provided, however, that no Owner shall do any act which interferes with the use and enjoyment of the Common Area by all other Owners; and provided further, said easement shall be subject to the following rights, title and interest:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situation upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any Assessment, as defined herein, against his Lot remains unpaid or any Owner who shall be subject to a Right of Abatement, as defined in Article VIII, Section 1, by reason of having failed to take reasonable steps to remedy a violation or breach of either this Declaration, the Association Documents, or the Design Standards of the Architectural Control Committee, as defined in Article V, Section 2, within thirty days after having received notice of the same; and for a period not to exceed 60 days for any infraction of the WILLIAMS TOWNE OWNERS' ASSOCIATION Laws or rules;

(c) The right of the Association to dedicate, transfer and convey all or any part of its right, title and interest in the Common Area to any public agency, authority, or utility; or, subject to such conditions as may be agreed to by the Lot Owners, to any other Person for such purposes.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members of the Association as defined in Article III, Section 3, has been recorded.

Section 3. Rights and Responsibilities of the Association. The Association shall be responsible for the Common Area, including but not limited to, its operation, management, care, restoration, insurance, renovation, alteration, reconstruction repair, maintenance, rebuilding, replacement, improvement, taxes and utilities.

Section 4. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

Section 5. Destruction of Common Areas. In the event of a total or partial destruction of the Common Area, and if available proceeds of insurance carried pursuant to this Declaration are sufficient to cover 85% of the repair or reconstruction, the Common Area shall be promptly repaired and rebuilt, unless within 120 days from the date of such destruction, 75% or more of the Owners entitled to vote at a duly called meeting, determine that such reconstruction shall not take place. If the insurance proceeds are less than 85% of the cost of reconstruction, reconstruction may nevertheless

take place if, within 120 days from the date of destruction, a majority of the Lot Owners elect to rebuild.

ARTICLE III

WILLIAMS TOWNE OWNERS' ASSOCIATION, INC.

Section 1. Purpose. The association shall be formed for the purposes set forth herein.

Section 2. Membership

(a) Each Owner, by virtue of being an Owner and for so long as he is an Owner, shall automatically be a member of the Association. Association membership shall be an interest appurtenant to title of each Lot and may not be separated from ownership of any Lot which is subject to assessment, as set forth herein, and shall be transferable only as part of the fee simple title to each lot.

(b) The rights, duties, privileges and obligations of an Owner as a member of the Association shall be those set forth in and shall be exercised and imposed in accordance with the provisions of this Declaration and the Association Documents; provided, that, if a conflict arises between the Declaration and the Association Documents, the Declaration shall take priority.

Section 3. Voting. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) Or September 1, 1995.

It is presently contemplated by the Declarant that the development will be composed of approximately 67 Lots to be developed in phases containing unequal numbers of Lots. Each such phase will be platted of record in the office of the Clerk of Superior Court of Cherokee County, Georgia, the Declarant shall notify the Association in writing when the final phase of the development has been so platted of record. By acceptance of a deed conveying a Lot, and notwithstanding any other provision here of each Owner acknowledges that, upon the filing by Declarant of the subdivision plats covering such phases, the total votes outstanding in the Class B membership will automatically increase in accordance with the formula set forth above, and in no event, shall Class B membership cease and be converted to Class A membership as provided above until after the Association receives the written notice provided for in the preceding sentence or August 1, 1995, whichever occurs earlier: provided, however, that nothing contained herein shall obligate the Declarant to develop any proposed phase of the development unless such phase is subjected to this Declaration.

Section 4. Powers and Authority. The Association shall have the power and authority to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association for the safety and/or general welfare of the Owners. Without in any way limiting the generality of the foregoing, the Association shall have the power and authority at any time and from time to time, and without liability to any Owner, to enter upon any Lot for the purposes of enforcing any and all of the provisions called for herein, or for the purpose of maintaining and repairing any such Lot if for any reason whatsoever the Owner thereof fails to maintain and repair such Lot as required. The Association shall also have the power and authority from time to time, in its own name, or its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration, the Association Documents and the WILLIAMS TOWNE OWNERS' ASSOCIATION Rules and to enforce, by mandatory injunction or otherwise, the provisions of this Declaration, the Association Documents, and WILLIAMS TOWNE OWNERS' ASSOCIATION Rules.

ARTICLE IV

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed, therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, hereinafter referred to as “Annual Assessments”, and (2) special assessments for capital improvements, hereinafter referred to as “Special Assessments”, such assessments to be established and collected as hereinafter provided. The Annual and Special Assessments, hereinafter collectively referred to as an “Assessment”, together with interest, costs, and reasonable attorney’s fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made. The Assessments, together with interest, cost, and reasonable attorney’s fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessments fell due. The personal obligation of an Owner for delinquent Assessments shall not pass to said Owner’s successors in title unless expressly assumed by such successor.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of carrying out the rights and obligations of the Association as defined in this Declaration, including but not limited to the acquisition, management, insurance, improvement, restoration, renovation, reconstruction, replacement, and maintenance of the Common Area; the maintenance of a reserve fund for the replacement of the Common Area and all improvements thereon, anticipated to be required in the future; the enforcement of the Declaration and Association Documents;

the enforcement of Design Standards of the Architectural Control Committee; the payment of operation costs and expenses of the Association; and the payment of all principal and interest when due and all debts owed by the Association.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner and the conveyance of the Common Area to the Association, the maximum Annual assessment shall be two hundred fifty dollars (\$250.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner and conveyance of the Common Area to the Association, the maximum Annual Assessment for the previous year or by the increase in the Consumer Price Index for All Urban Consumers (the "CPI"), whichever is higher, without a vote of membership by the Executive Board. However, notwithstanding anything to the contrary, the Executive Board shall not increase the maximum Annual Assessment to more than 8% above the previous maximum Annual Assessment without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner and conveyance of the Common Areas to the Association, the maximum Annual Assessment may be increased above the greater of 5% or the 8% increase in the CPI by a vote of two-thirds (2/3) of each class of members, as defined herein, who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Executive Board shall fix the Annual Assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the Annual Assessment authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such Special Assessment shall have the assent of two-thirds (2/3) of the votes of each class of members, as defined herein, who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting; and under Section 4 notice shall be sent to all members not less than five (5) business days nor more than ten (10) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meetings.

Section 6. Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. 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 amount of the Annual Assessments in any succeeding year but may carry forward from year to year such surplus as the Executive Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The Annual Assessments provided for herein shall commence as to all Lots on the date designated by the Declarant. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Executive Board shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Executive Board but said due dates shall not be less frequently than monthly.

Section 9. Certificate as to Status of Payment. Upon written request of an Owner, the Association shall, within a reasonable period of time, issue a certificate to that Owner giving the status of all Assessment, including penalties, interest and costs, if any, which have accrued to the date of the certificate. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as

herein provided shall be conclusive and binding with regard to any matter therein stated. Notwithstanding any other provision of this Section, a bona fide purchaser of a Lot from an Owner to whom such a certificate has been issued shall not be liable for any Assessments that became due before the date of the certificate that are not reflected thereon and the Lot acquired by such a purchaser shall be free of the lien created by this Article to the extent any such Assessment is not reflected.

Section 10. Effect of Non-payment of Assessments: Remedies of the Association. Any Assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum or at such rate as the Executive Board may from time to time establish provided, however, that in no event shall the Association have the power to establish a rate of interest in violation of the law of the State of Georgia. The Executive Board may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 11. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect an Assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure of a first Mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Creation and Composition. The “Architectural Control Committee” shall mean, as follows: Until all the Lots in Williams Towne have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Architectural Control Committee shall mean the Declarant. At such time as all of the Lots in Williams Towne have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Declarant shall notify the Executive Board and all the Owners of Lots in Williams Towne to that effect, and, thereupon, the Declarant’s rights and obligations as the Architectural Control Committee shall forthwith terminate. Thereafter, the Executive Board shall have the right, power, authority, and obligation to establish a successor Architectural Control Committee as a committee of the Association in accordance with the Association Documents and prescribe rules and regulations pursuant to which such Committee shall act.

Section 2. Design Standards. The Architectural Control Committee shall from time to time, subject to this Declaration and the Association Documents, adopt, promulgate, amend, revoke, and enforce guidelines.

(i) governing the form and content of plans and specifications to be submitted to the Architectural Control Committee for approval pursuant to this Declaration;

(ii) governing the procedure for such submission of plans and specification; and for such submission of plans and specifications; and

(iii) 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 any Structure and all other matters that required approval by the Architectural Control Committee pursuant to this Declaration.

Section 3. Review and Approval of Plans. No Structure shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to the Architectural Control Committee for written approval (1) as to conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of WILLIAMS TOWNE, and (ii) as to the location of the Structure in relation to surrounding Structures and topography and finished ground elevation. In the event the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted in writing; or in any event, if no suit to enjoin the addition, alteration or change has been

commenced prior to completion thereof, approval by the Architectural Control Committee will not be required.

Such plans and specification shall be in such form and shall contain such information as may be reasonably required by the Architectural Control Committee 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:

(b) a foundation plan;

(c) a floor plan;

(d) exterior elevations of any proposed Structure and alterations to existing Structures, as such Structures will appear after all backfilling and landscaping are completed;

(e) specifications of materials, color scheme, lighting schemes and other details affecting the exterior appearance of any proposed Structure and alterations to existing Structures; and

(f) plans for landscaping and grading, especially if the proposed Structure consists of such landscaping or grading.

Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Control Committee and a 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 Architectural Control Committee's right, in its discretion, to disapprove similar plans and specifications or any of the 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 reviewed 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.

Neither Declarant, nor any member of the Architectural Control Committee, shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee. Further, neither Declarant, nor any member of the Architectural Control Committee shall be liable in damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or the exercise of any other power or right of the Architectural Control Committee provided for in this Declaration. Every person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submissions of such plans and specifications, and every Owner of any Lot agrees that he

will not bring any action or suit against Declarant, or any member of the Architectural Control Committee, to recover for any such damage. Any employee or agent of the Architectural Control Committee may, after reasonable notice, at any reasonable time, 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 Architectural Control Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 4. Building Construction. Not more than one single-family dwelling, not to exceed two and one-half (2 ½) stories in height, excluding any basement area, shall be erected on any Lot unless otherwise approved, in writing, by the Architectural Control Committee.

Section 5. Violations. If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specification approved by the Architectural Control Committee pursuant to the provisions of this Article, such election placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Control Committee, such violation shall have occurred the Architectural Control Committee shall notify the Executive Board. If the Executive Board shall agree with the determination of the Architectural Control Committee with respect to the violation, then the Executive Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and

the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Association shall have in addition to any other rights set forth in this Declaration, at law or in equity, a Right of Abatement as provided in Article VIII, Section 1 thereof.

ARTICLE VI

GENERAL COVENANTS AND RESTRICTIONS

The following covenants, conditions, restrictions and easements are herewith imposed on the Property:

Section 1. Residential Use of Property. All Lots shall be used for single-family, residential purposes only, and no business or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Architectural Control Committee; provided, however, that nothing herein shall prevent Declarant or any builder of homes in Williams Towne from using any Lot owned by Declarant or such builder of homes for the purpose of carrying on business related to the development, improvement and sale of Lots; provided, further, private offices may be maintained in dwellings located on any of the Lots so long as such use is incidental to the primary residential use of the dwelling.

Section 2. Setbacks and Building Lines.

(a) Each dwelling which shall be erected on any Lot shall be situated on such Lot in accordance with the building and setback lines shown on the Plat. In no

event shall any dwelling be erected and located upon any such Lot in a manner which violates or encroaches upon the building and setback lines shown on the plat.

(b) Walls and Fences. No fence shall be erected, placed, or altered on any Lot nearer to any street than the minimum building setback line unless the same be a retaining wall of masonry construction which does not in any event rise above the finished grade elevation or the earth embankment so retained, reinforced, or stabilized, except that this restriction shall not apply to fences or walls which have been approved by the Architectural Control Committee pursuant to this Declaration. The exposed part of retaining walls shall be made of clay brick, natural stone, stucco, railroad ties, or veneered with brick or natural stone. Neither chain link nor metal fence shall be erected so as to be seen neither from the street side or front of the house nor from the Common Area. Fences may be constructed of all materials listed for retaining walls with the exception of railroad ties. In addition, six (6) foot wooden fences with natural finish may be utilized for side yards and facing the street no closer than the building setback lines.

(c) Subdivision of Lots. One or more Lots or parts thereof may be subdivided or combined to form one single building Lot when approved, in writing, by the Architectural Control Committee, and, in such event, the building line requirements provided herein shall apply to such Lots as subdivided or combined.

(d) Terraces, Eaves and Detached Garages. For the purpose of determining compliance or non-compliance with the foregoing building line requirements, terraces, stoops, eaves, wing-walls, and steps extending beyond the

outside wall of a Structure, shall not be considered as a part of the Structure. No side yard shall be required for any detached garage or accessory outbuilding which has been approved, in writing, by the Architectural Control Committee; provided, all such detached Structures must be to the rear of the main dwelling and must not encroach upon any side or rear setback line or upon the Lot of an adjacent Owner or upon any easement as set forth herein.

Section 3. Building Requirements. The ground floor living areas of the main structure, exclusive of open porches, garages, carports and breezeways, shall be not less than 1800 square feet for a one-story dwelling; nor less than 1800 square feet overall enclosed existing or future living space of two stories or more, including split-level dwellings.

Section 4. Obstructions to View at Intersections. The lower branches of trees or other vegetation shall not be permitted to obstruct the view at street intersections.

Section 5. Delivery Receptacles and Property Identification Markers. The Architectural Control Committee shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similarly delivered materials, and of name signs for such receptacles, as well as property identification markers.

Section 6. Use of Outbuildings and Similar Structures. No Structure of a temporary nature unless approved in writing by the Architectural Control Committee shall be erected or allowed to remain on any Lot, and not trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either

temporarily or permanently; provided this Section shall not be construed to prevent the Declarant and those engaged in construction from using sheds or other temporary structures during construction.

Section 7. Completion of Construction. The Architectural Control Committee shall have the right to take appropriate Court action, whether at law or in equity, to compel the immediate completion of any residence not completed within one (1) year from the date of commencement of construction.

Section 8. Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other small household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions.

Section 9. Offensive Activities. No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the Owners of other Lots in Williams Towne.

Section 10. Signs. No advertising signs or billboard shall be erected on any Lot or displayed to the public on any Lot except a professional sign one (1) square foot in size and a sign of not more than four (4) square feet in area may be used to advertise the property for sale or rent. This restriction shall not apply to signs used to identify and advertise the subdivision as a whole, nor to signs for selling Lots and/or houses during the development and construction period, provided such signs are approved by the Architectural Control Committee. Also, the provisions of this Article shall not apply to

anyone who becomes the Owner of any Lot as purchaser at a judicial or foreclosure sale conducted with respect to a first Mortgage or a transferee pursuant to any proceeding in lieu thereof.

Section 11. Aesthetics, Nature Growth, Screening, Underground Utility Service.

Trees which have a diameter in excess of six (6) inches measured two (2) feet above ground level, and distinctive flora, shall not be intentionally destroyed or removed except with the prior approval, in writing, of the Architectural Control Committee. Clotheslines, garbage cans and equipment shall be screened to conceal them from view of neighboring Lots and streets. All residential utility service and lines to residences shall be underground. Any fuel tanks must be buried.

Section 12. Maintenance. Each Owner shall keep and maintain each Lot and Structure owned by him, including all landscaping located thereon in good condition and repair. Lawns are to be nurtured and kept up to the standards exhibited by the rest of the neighborhood. The use of water sprinkler systems is encouraged. Maintenance includes, but is not limited to (i) the repairing and painting (or other appropriate external care) of all Structures; (ii) the seeding, watering, and mowing of all lawns; and (iii) the pruning and trimming of all trees, hedges and shrubbery so that the same do not obstruct the view by motorists, pedestrians, or street traffic. If in the opinion of the Architectural Control Committee, any Owner shall fail to perform the duties imposed by this Section, the Architectural Control Committee shall notify the Executive Board. If the Executive Board shall agree with the determination of the Architectural Control Committee, then the Executive Board shall give written notice by certified mail 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 mail go the aforesaid notice of violation, the Architectural Control Committee and the Executive Board shall have, in addition to all other rights set forth in this Declaration, at law or in equity, a Right of Abatement as provided in Article VIII, Section 1 hereof.

Section 13. Antennae. No radio, television transmission or reception antennae, towers or satellite receiving apparatus shall be erected on the Property other than customary antennae which do not exceed ten (10) feet in height above the roof-ridge line of any house. In no event shall free standing transmission or receiving towers be permitted.

Section 14. Trailers, Trucks, School Buses, Boats, Boat Trailers. No house trailers or mobile homes, school buses, trucks or commercial vehicles over one (1) ton capacity, boats or boat trailers shall be kept, stored or parked overnight either on any street or on any Lot, except within enclosed garages.

Section 15. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers designed for the purpose. All incinerators or other equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition. If such litter or other materials is found on any Lot, the same will be removed by the Owner of such Lot, at the Owner's expense, upon written request of the Architectural Control Committee or the Executive Board.

Section 16. Changing Elevations. No Owner shall excavate or extract earth from a Lot for any business or commercial purpose. No elevation changes shall be permitted which material effect surface grade of surrounding Lots, unless approved in writing by the Architectural Control Committee.

Section 17. Sewage System. Sewage disposal shall be through municipal system or type approved by appropriate State and local agencies.

Section 18. Water System. Water shall be supplied through municipal system or type approved by appropriate State and local agencies.

Section 19. Utility Facilities. Declarant reserves the right to approve the necessary construction, installation and maintenance of utility facilities, including but not limited to, water, telephone and sewage systems, within this proposed area, which may be in variance with these restrictions.

Section 20. Driveways and Entrance to Garage. All driveways and entrances to garages shall be concrete or a substance approved in writing by the Architectural Control Committee and of a uniform quality.

Section 21. Unsightly Objects. No clothes or other articles shall be hung outside the residences for any purpose whatsoever.

Section 22. Window Treatments. No foil or other reflective material shall not be used on any windows for such screen, blinds, shades, or for any other purpose, nor shall window mounted air conditioner or heating units be permitted. All shades, drapery linings or other window treatments visible from the exterior of a residence on any window or door shall be white, off-white, or a neutral color.

ARTICLE VII

EASEMENTS

Lots subjected to this Declaration shall be subject to those easements, if any, shown as set forth on the Plat thereof.

The following easements are reserved to Declarant, its successors and assigns so long as Declarant owns a Lot, and thereafter to the Association hereby, (a) over six (6) feet on either side of the center of each side line of each Lot and across the rear ten (10) feet of each Lot subjected to this Declaration for (i) the erection, installation, construction, and maintenance of wires, line, conduits, and poles and the necessary or proper attachments in connection with the transmission of electricity, telephone, cable television and other utilities and similar features; and (ii) the erection, installation, construction, and maintenance of storm water drains, land drains, public and private sewers, pipelines for supplying gas, water and heat, and for any other public or quasi-public facility, service, or function; and (b) over the sign and planting easement areas as shown on the Plat for the erection, installation, construction and maintenance of such signs and plantings as the holder of this easement may deem appropriate. Within these easements, no Structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the easements.

The appearance of the easement area of each Lot and all improvements in it (other than signs and planting installed pursuant to the above sign and planting easement) shall be maintained continuously by the Owner of the Lot. Each Owner is responsible for damage to or destruction of the easement area and all improvements on it caused directly or proximately by the acts or omissions of such Owner and any guests, invitees, residents, or other persons occupying or present upon said Lot.

To the extent that any land or improvement which constitutes part of the Property, now or hereafter, supports or contributes to the support of any land or improvement constituting another part of the Property, the aforesaid land or improvement, or both land and improvement is hereby burdened with an easement for support for the benefit of the Property or Lot as the case may be. The easement for support shall be an easement appurtenant and run with the land at law.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. Each Lot Owner shall comply strictly with the covenants, conditions, restrictions and easements set forth in this Declaration. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Declarant, the Architectural Control Committee, the Association or any aggrieved Lot

Owner, jointly and severally, shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both. Failure by the Declarant, the Architectural Control Committee, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

In addition to the above rights, the Association and the Architectural Control Committee shall have a Right of Abatement if the Owner fails to take reasonable steps to remedy any violation or breach within thirty (30) days after written notice sent by certified mail. A Right of Abatement, as used in this Section means the right of the Association or Architectural Control Committee, through its agents and employees, 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 by reason of such entry and such actions; provided such entry and such actions are carried out in accordance with the provisions of this Article. The cost thereof including the costs of collection and reasonable attorneys' fees, together with interest thereon at eight (8) percent per annum, shall be a binding personal obligation of such Owner, enforceable at law, and shall be a lien on such Owner's lot enforceable as provided herein

Section 2. Severability. If any term or provision of this Declaration or the Association Documents or the application thereof to any person or circumstance shall, to

any extent, be invalid or unenforceable, the remaining terms and provisions of this Declaration and the Association documents, and the applications thereof shall not be affected and shall remain in full force and effect and to such extent shall be severable.

Section 3. Duration. This Declaration, inclusive of all easements reserved by or on behalf of the Declarant or Association, shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Declaration, including any land annexed hereto pursuant to Article VIII, Section 5, their respective heirs, legal representatives, successors, and assigns, for a term of twenty (20) years from the date this Declaration is filed for record in the office of the Clerk of the Superior Court of Cherokee County, Georgia, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then record Owners of all of the Lots has been recorded, agreeing to change this Declaration in whole or in part. This Declaration may be terminated upon unanimous vote of all Owners and Mortgagees.

Section 4. Amendment. So long as Declarant owns a lot subject to this Declaration or additional realty of Declarant, as set forth in Article VIII, Section 5, herein of this Declaration, Declarant may, in its sole discretion amend this Declaration so long as such amendment is not in violation of the laws of Georgia and shall not impair or reduce the interest of any Mortgagee or Owner of a Lot unless said Mortgagee or Owner shall consent in writing to such modification or rescission of their rights and interests. Such consent shall be filed with such amendment. The Declaration, as amended, shall be

rights and interests appurtenant to the realty owned by Declarant referred to hereinabove and shall run with the land at law.

In addition to the foregoing, this Declaration may be amended by a vote of seventy-five (75) percent of the Owners; provided that (1) any such amendment shall not be effective until recorded in the Office of the Clerk of the Superior Court of Cherokee County, Georgia; (2) any such amendment shall not adversely affect any rights or interests of Declarant under this Declaration, as the same may be amended by Declarant as provided herein, unless agreed to in writing by Declarant; (3) any such amendment shall not have priority of any amendment made by Declarant as long as Declarant owns a Lot; and (4) any such amendment shall not alter, modify or rescind any right, title, interest or privilege herein granted or accorded to any Mortgagee of a Lot affected thereby unless such holder shall consent in writing thereto, which consent shall be filed with such amendment.

Every purchaser or grantee of any interest in any real property now or hereafter subjected to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that this Declaration may be amended as provided in this Section.

Section 5. Annexation. Without further assent or permit from any owner or holder of a Mortgage on any Lot, Declarant, at its sole discretion, for itself, its successors and assigns, hereby reserves the right, exercisable from time to time, not to exceed ten (10) years, to extend the scheme of this Declaration to other real property within the area described in Deed Book _____, Page _____, of the land records of the office of the Clerk of Superior Court of Cherokee County, Georgia.

Section 6. Applicable Law. The law of the State of Georgia shall govern the terms and conditions of this Declaration.

Section 7. Definitions. Whenever used herein and appropriate, the singular shall include the plural, the plural shall include the singular, and any gender shall include the others.

Section 8. Captions. The captions in this Declaration are for convenience only and shall not be deemed to be part of this Declaration or construed as in any manner limiting the terms and provisions of this Declaration to which they relate.

Section 9. Notice. Any notice required or permitted to be given pursuant to this Declaration shall be in writing sent by prepaid, first class mail to such address of the person to be notified as such Person may have designated or as would be reasonably anticipated to effectuate receipt of the notice, unless otherwise stated herein. Any such notice shall be effective upon mailing in conformity with this Declaration. If any Person consists of more than one Person or entity, notice to one as provided herein shall be notice to all.

AMENDED BY-LAWS

OF

WILLIAMS TOWNE OWNERS' ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is WILLIAMS TOWNE OWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 5173 Narda Grace Cove, Acworth, Georgia, 30101, but meetings of members and Executive Board Members may be held at such places within the State of Georgia as may be designated by the Executive Board Members.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Williams Towne Owners' Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 5. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. “Declarant” shall mean and refer to Sunset Development Company, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development

Section 7. “Declaration” shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk of Superior Court, Cherokee County, Georgia.

Section 8. “Member” shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 6:00 o’clock, P.M. If the day for the

annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Executive Board Members, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written 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 mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, the 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

EXECUTIVE BOARD MEMBERS: NUMBER: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by an Executive Board of five (5) members; a President, a President-elect, a Vice-President, a Senior Executive Board Member, and the Immediate Past President. In addition, an Alternate Executive Board Member who shall be a non-voting member shall also be a member.

Section 2. Term of Office. The members will serve in the following fashion: The Immediate Past President will serve a one (1) year term. The President will serve one (1) year and then fill the Immediate Past President position for another year, the President-elect shall become the new President, and the Vice-President becomes the President-elect. The Senior Executive Board Member becomes the Vice-President, and the Alternate Executive Board Member becomes the Senior Executive Board Member.

Section 3. Removal. Any Executive Board Member may be removed from the Executive Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of an Executive Board Member, each member escalates one (1) position and the Alternate Executive Board Member becomes the Senior Executive Board Member.

Section 4. Compensation. No Executive Board Member shall receive compensation for any service he may render to the Association. However, any Executive Board Member may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Executive Board Members 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 Executive Board Members. Any action so approved shall have the same effect as though taken at a meeting of the Executive Board Members.

ARTICLE V

NOMINATION AND ELECTION OF EXECUTIVE BOARD MEMBERS

Section 1. Nomination. Each year the Executive Board shall canvas the Association Membership for a member who is willing and desires to serve as the alternate Executive Board Member, and submit the name of this person for election at the annual meeting. Nominations may also be made from the floor at the annual meeting.

Section 2. Election. Election to the Executive Board shall be by secret ballot. At such election the members of their proxies may cast one (1) vote per lot (Class A or Class B). The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF EXECUTIVE BOARD MEMBERS

Section 1. Regular Meetings. Regular meetings of the Executive Board Members shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Executive Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Executive Board Members shall be held when called by the President of the Association, or by any two (2) Executive Board Members, after not less than three (3) days notice to each Executive Board Members.

Section 3. Quorum. A majority of the number of Executive Board Members shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Executive Board Members present at a duly held meeting at which a quorum is present shall be regarded as the act of the Executive Board.

ARTICLE VII

POWERS AND DUTIES OF THE EXECUTIVE BOARD MEMBERS

Section 1. Powers. The Executive Board Members 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 right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days of 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 By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Executive Board Members to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Executive Board Members; and

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

Section 2. Duties. It shall be the duty of the Executive Board Members 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
Class A members who are entitled to vote;

(b) supervise all officers, agents
and employees of this Association, and to see
that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at
least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner
subject thereto at least thirty (30) days in advance of each annual assessment
period; and

(3) foreclose the lien against any property for which
assessments are not paid within thirty (30) days after due date or to bring an action at law
against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate office 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 Executive Board for the issuance of these
certificates. If a certificate states an assessment has been paid, such certificate shall be
conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on
property owned by the Association;

- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area to be maintained;
- (h) cause the exterior of the dwellings to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President, a President-elect, a Vice-President, a Senior Executive Board Member and the Immediate Past President. The Vice-President shall serve as the Corporate Secretary and the Senior Executive Board Member shall serve as the Corporate Treasurer. The office of Alternate Senior Executive Board Member shall be a non-voting office.

Section 2. Election of Officers. The election of officers shall take place at the first meeting in May which is the annual meeting of the Association membership.

Section 3. Term. The Alternate Senior Executive Board Member of this Association shall be elected annually by the association membership and shall hold office for six (6) years unless he shall sooner resign, or shall be removed, or otherwise disqualify to serve.

Section 4. Special Appointments. The executive Board may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for

such period, have authority, and perform such duties as the Executive Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Executive Board. Any officer may resign at any time giving written notice to the Executive 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.

Section 6. Vacancies. A vacancy on the Executive Board will be filled by escalation. The Alternate Senior Executive Board Member will become the Senior Executive Board Member. Should an officer resign during the ensuing year, the Executive Board shall appoint another owner to fill the position of Alternate Senior Executive Board Member as the other Executive Board Members move up to the next position to fill the vacated position.

Section 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 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

The president shall preside at all meetings of the Executive Board Members; shall see that orders and resolutions of the Executive Board are carried out; shall sign all leases,

mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

President-Elect

The President-elect shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Executive Board.

Vice-President

The Vice-President shall serve as Secretary and shall record the votes and keep the minutes of all meetings and proceedings of the Executive 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 Executive 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 Executive Board.

Senior Executive Board Member

The Senior Executive Board Member shall serve as Treasurer and shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Executive Board Members; shall sign all checks and promissory notes of the Association; keep proper books of accounts; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of

income and expenditure to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

Immediate Past President

The Immediate Past President shall serve on the Executive Board as a voting member and will perform such duties as may be deemed appropriate by the Executive Board.

Alternate Senior Executive Board Member

(a) The Alternate Senior Executive Board Member shall attend the Executive Board meetings in a non-voting status and be prepared to participate as a voting member in the event of a vacancy on the Executive Board.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration. In addition, the Executive Board Members shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation, and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special Assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six (6) percent 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 waiver or otherwise escape liability for the

assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: WILLIAMS TOWNE OWNER'S ASSOCIATION, INC.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

RESOLVED

RESOLVE FURTHER, That a special meeting of the members of this corporation is called, to be held at the Recreation Area on June 11, 1988, at 11:00 a.m., to take action upon this recommendation and that the Secretary is hereby instructed to give notice of such meeting to the membership in accordance with the Articles and By-Laws of this Corporation.

I, Louis Smith, do hereby certify that I am the duly elected and qualified Secretary and keeper of the records and corporate seal of Williams Towne Owner' Association, a corporation organized and existing under the laws of the State of Georgia, and that the above is a true and correct copy of a resolution duly adopted at meeting of the Executive Board of Williams Towne Owners' Association, convened and held in accordance with law and the By-Laws of said Corporation on May 21, 1988, and that such resolution is now in full force and effect.

IN WITNESS WHEREOF, I have affixed my name as Secretary and have caused the corporate seal of said Corporation to be hereunto affixed, this 21st day of May, 1988.

Louis Smith, Secretary

Amendments:

1. The dues will be increased to \$350.00 per year.
2. Satellite dishes will be allowed as long as they are no larger than 18" in diameter.

