

DECLARATION OF PROTECTIVE COVENANTS FOR
HAYNES MILL SUBDIVISION

Revised December 2023

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DECLARATION OF PROTECTIVE COVENANTS FOR
HAYNES MILL SUBDIVISION

THIS DECLARATION is made on the date hereinafter set forth by the Haynes Mill Homeowners Associating, Inc., a Georgia non-profit corporation (hereinafter sometimes called "Association" or "Association");

W I T N E S S E T H

WHEREAS, Association is the owner of the real property described in Article II, Section 1 of this Declaration; and

WHEREAS, Association desires to subject the real property described in Article II, Section 1 hereof to the provisions of this Declaration to manage a residential community of single-family housing and to provide for the subjecting of other real property to the provisions of this Declaration;

NOW, THEREFORE, Association hereby declares that the real property described in Article II, Section 1 of this Declaration, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens, hereinafter set forth, which are to protect the value and desirability of, and which shall run with the title to, the real property hereby or hereafter made subject hereto, and shall be binding on all persons having any right, title, or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each owner of all or any portion thereof.

THIS DECLARATION DOES NOT AND IS NOT INTENDED TO CREATE A CONDOMINIUM REGIME SUBJECT TO THE GEORGIA CONDOMINIUM ACT, O.C.G.A. SECTION 44-3-70, ET SEQ.

Article I

Definitions

Unless the context shall prohibit, certain words used in this Declaration shall be defined as set forth in Exhibit "A", attached hereto and by reference made a part hereof.

Article II

Property Subject to This Declaration

Section 1. Property Hereby Subjected to This Declaration. The real property which is, by the recording of this Declaration, subject to the covenants and restrictions hereafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration is the real property described in Exhibit "B", attached hereto and by reference made a part hereof.

Section 2. Other Property. Only the real property described in Section 1 of this Article II is hereby made subject to this Declaration; provided, however, by one or more Supplementary Declarations, Association and the Association have the right, but not the obligation, to subject other real property to this Declaration, as hereinafter provided.

Article III

Association Membership and Voting Rights

Section 1. Membership. Every Person who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the By- Laws. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no event shall more than one (1) vote be cast nor office held for each Lot owned.

Section 2. Voting. Members shall be entitled to one (1) vote for each Lot owned. When more than one Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one Person seeks to exercise it.

Article IV

Assessments

Section 1. Purpose of Assessment. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Lots, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

Section 2. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) annual assessments or charges; (b) special assessments, such assessments to be established and collected as hereinafter provided; and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration. All such assessments, together with late charges, and interest, not to exceed the maximum legal rate, costs, and reasonable attorney's fees incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due. Each Owner shall be personally liable for his or her portion of each assessment coming due while he or she is the Owner of a Lot, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance to the extent expressly assumed; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first mortgage holder taking title through foreclosure proceedings or deed in lieu of foreclosure.

The Association shall, within fourteen (14) days after receiving a written request therefore and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of issuance.

Assessments shall be levied equally on all Lots and shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which include, without limitation, acceleration, upon thirty (30) days written notice, of the annual assessment for delinquents. Unless otherwise provided by the Board, the assessment shall be paid annually with a due date of January 31st.

Section 3. Computation. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which shall include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the budget and the assessments to be levied against each Lot for the following year to be delivered to each member at least thirty (30) days prior to the end of the current calendar year. The budget and the assessment shall become effective unless disapproved at a meeting by a majority of the total Association vote and the Association (so long as the Association has an option unilaterally to subject additional property to this Declaration as provided in Article IX hereof). Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Section 4. Special Assessments. In addition to the other assessments authorized herein, the Association may levy special assessments from time to time if approved by a majority of the total Association vote. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the calendar year in which the special assessment is imposed.

Section 5. Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a first Mortgage or on any Mortgage to Association duly recorded in the land records of the county where the Community is located and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument.

All other Persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments or installments thereof which are not paid when due shall be delinquent. Any assessment or installment thereof delinquent for a period of more than thirty (30) days shall incur a late charge in an amount as the Board may from time to time determine. The Association shall cause a notice of delinquency to be given to any member who has not paid within thirty (30) days following the due date. If the assessment is not paid within thirty (30) days, a lien, as herein provided, shall attach and, in addition, the lien shall include the late charge, interest, not to exceed the maximum legal rate, on the principal amount due, and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt. 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 property manager shall foreclose on a property for past due association dues, fines, late fees, unpaid assessments, violation fines and late fees, attorney fees, interest charges or management fines or dues. While a lien can be placed to recover these costs, the remedy is a civil lawsuit or collection at the time of sale by the homeowner if the homeowner chooses to sell their property.

If a property is held at auction of foreclosure for any reason, the Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same.

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 and attorney's fees, then to late charges, then to interest, and then to delinquent assessments of the association. Any management company fees will be paid after all association fees and assessments if funds are remaining.

Section 7. Date of Commencement of Assessments. The assessments provided for herein shall commence as to a Lot subject to this Declaration on the first day of the month following the conveyance of such Lot to a Person other than the Association or a builder approved by the Association; provided, however, assessments shall commence on Lots containing occupied residences that are owned by Association or any builder on the first day of the month following the occupancy of the residence located on such Lot for residential purposes. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months remaining in that calendar year.

Section 8. 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 of Directors and shall not constitute a waiver of the Board's right 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. Fines levied pursuant to Article XII, Section 1 of this Declaration and the costs of maintenance performed by the Association which the Owner is responsible for under Article V, Sections 1 and 2 of this Declaration shall be specific assessments. The Board may also specifically assess Lots for the following Association 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 that benefit less than all the Lots may be specifically assessed equitably among all of the Lots which are benefited according to the benefit received.

(b) Expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received.

Article V

Maintenance; Conveyance of Common Property to Association

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Property. The Association shall maintain all entry features and recreational facilities for the Community whether or not located on Common Property and any no-access buffer shown on any plat for the Community recorded by or on behalf of the Association in the public records of the county where the property is located. The Association shall also maintain all property outside of Lots located within the Community which was originally maintained by Association.

In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Community, including, without limitation, a berm on the property line near the recreational facilities where the Board has determined that such maintenance would benefit all Owners.

In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, his or her family, guests, lessees, or invitees, and is not covered or paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot.

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

Section 2. Owner's Responsibility. Except as provided in Section 1 above, all maintenance of the Lot and all structures, landscaping, and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community-Wide Standard and this Declaration. In the event that the Board of Directors of the Association determines that any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, repair, or replacement of items for which he is responsible hereunder, the Association shall, except in an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have thirty (30) days after receipt of such notice within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within a thirty (30) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and all costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot.

Section 3. Party Walls and Party Fences.

(a) **General Rules of Law to Apply.** Each wall or built as a part of the original construction on the Lots which shall serve and separate any two (2) adjoining Lots shall constitute a party wall or fence and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall or fence shall be shared by the Owners who make use of the wall or fence in equal proportions.

(c) **Damage and Destruction.** If a party wall or fence is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the wall may restore it, and if the other Owner or Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) **Right to Contribution" Runs With Land.** The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

(e) **Arbitration.** In the event of any dispute arising concerning a party wall or fence, or under the provisions of this Section, each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within thirty (30) days after written request therefor by the Board of Directors, the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other.

Article VI

Use Restrictions and Rules

Section 1. General. This Article, beginning in Section 2, 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 in Article XII, Section 4, hereof regarding the amendment of this Declaration.

In addition, the Board may, from time to time, without consent of the Owners, promulgate, modify, or delete other use restrictions and rules and regulations applicable to the Community up to but not including assessment increases over 100% of previous annual assessments. Also, the Board and all acting agents are forbidden the right of foreclosure of homes due to non-payment of dues, violations, late fees, fines, interest charges, or attorney fees. Additionally, all outside management of the association must be approved by a 2/3 vote of the association members and renewed annually by a separate vote from a selection of not less than three (3) vendor options.

Such use restrictions and rules shall be distributed to all Owners prior to the date that they are to become effective and shall thereafter be binding upon all Owners and occupants of Lots until and unless overruled, canceled, or modified in a regular or special meeting by a Majority of the total Association vote entitled to vote thereon and the consent of Association (so long as the Association has an option unilaterally to subject additional property to this Declaration as provided in Article IX hereof).

Section 2. Residential Use. All Lots shall be used for single-family residential purposes exclusively. No in-person public serving business or business activity shall be carried on in or upon any Lot at any time except with the written approval of the Board. Working from home or owning a home-based business does not violate the residential use rules within this document. Leasing of a Lot shall not be considered a business or business activity. However, leasing of homes shall be limited within the community to no more than 10% of homes (4) at any given time.

The Board may permit a Lot to be used for business purposes so long as such business, in the sole discretion of the Board, does not otherwise violate the provisions of the Declaration or By-Laws, does not create a disturbance, and does not unduly increase traffic flow or parking congestion. The Board may issue rules regarding permitted business activities.

All homes must be owner-occupied for a minimum of 6 out of 12 months consecutively each year. No more than 10% of homes (4) may be used as rental properties. For rental properties, all adult tenants must submit to a background check, and sign an acknowledgment of an agreement to abide by Community Rules. Additionally, subletting and/or short-term and per day or week home leasing is not permitted. Homes currently owned but leased out can continue until the current property ownership changes but upon sale, the home must revert to owner-occupied. Subletting of rooms or basements is prohibited. Any current sublets need to be reviewed by the Board and grandfathered in on a case-by-case basis.

Subletting is allowed for family members only but non-family tenant information must be provided to and updated annually to the Board for emergencies. Subletting family members must sign an acknowledgment of agreement to abide by Community Rules. A management fee of \$100 per year will be assessed by the Board to cover the maintenance of lease agreements and tenant information.

Section 3a. Architectural Standards. No exterior construction, alteration, addition,

or erection of any nature whatsoever shall be commenced or placed upon any part of the Community, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection, or alteration shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials, and location shall have been submitted in writing to and approved by the Board. The Board may employ the architects, engineers, or other Persons necessary to enable the Board to perform its review. The Board may, from time to time, delegate any of its rights or responsibilities hereunder to one (1) or more duly licensed architects or other qualified Persons, which shall have full authority to act on behalf of the committee for all matters delegated. Written design guidelines and procedures shall be promulgated for the exercise of this review, which guidelines may provide for a review fee in an amount not less than fifty (\$50.00) Dollars.

Section 3b. Yards, Driveways, and Homes. All front and side yards must be maintained properly with grass cut, edged, and excessive fall leaves removed. Grass cannot exceed six inches in height. Owners must attempt to keep a grass lawn minimizing weeds. In cases where trees prevent grass growth, the owner must consider removing the tree(s) or planting shade-tolerant grass (by seed or sod). Continued refusal will result in the Board hiring a crew to complete the work and the bill sent directly to the homeowner. While not required, the Board recommends backyards be maintained to the same standard as the front and sides visible from the street. Driveways must be maintained with no cracking. Driveways and sidewalks must be pressure washed yearly by June 1st. Failure to do so constitutes a violation.

Homes must be maintained to a standard acceptable to the community with regular maintenance done. Gutters must be clean and operational. Roofs must be in good repair. Windows and doors must be working, free of cracks, chips, and fading, and in working order. Sidewalks, steps, retaining walls, and walkways must be free of weeds and cracks and cleaned annually by June 1st. All outside shutters, mailboxes, lights, floodlights, landscape lights, and gardening beds must be weed-free, maintained regularly, in working order, and visually appealing. Mailboxes must be working with doors and flags present and functional and paint not faded. Numbers must be easily visible to emergency workers and reflective. Failure to do so constitutes a violation.

Decorative items such as bird feeders, planters, trellises, bird baths, wind chimes, hanging plants, and furniture should be clean, neat, free of weeds, mold, and stagnated standing water, and in working order if applicable. All holiday décor must be removed promptly, within ten (10) days of the ending of the holiday. Failure to do so constitutes a violation.

Section 4. Signs. No sign of any kind shall be erected by an Owner within the Community without the written consent of the board except (a) such signs as may be required by legal proceedings; and (b) not more than one "For Sale" sign consistent with the Community-Wide Standard, having a maximum area of four square feet. The board shall have the right to erect any reasonable and appropriate signs. Failure to do so constitutes a violation.

Section 5. Recreational Vehicles, ATVs, Sport Vehicles, and Trailers. The Board, in reviewing the plans and specifications for any proposed structure, may require that special parking areas be made available for recreational vehicles. No trailer, trailer house, boat, or recreational vehicle shall be parked on any Lot or street, except on such parking areas as specified by the Board pursuant to this Section or within enclosures or behind screening erected in accordance with plans and specifications submitted to and approved by the Board. Occasional-use vehicles must be stored in a garage, not parked in the street or driveway. Vehicles must be maintained and kept clean and in clear working order. Recreational vehicles are to be used only when entering and exiting the neighborhood in the normal course of transport and all riding through for sport is forbidden. Failure to do so constitutes a violation.

Section 6. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of chickens, dogs, cats, or other usual and common household pets in reasonable number, as determined by the board; provided, however, those pets which are permitted to roam free, or, in the sole discretion of the board, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the owner of any property located adjacent to the Community may be removed by the board. No pets shall be kept, bred, or maintained for any commercial purpose. Chickens must be female, (no roosters), kept confined to a fenced area, and limited in number to under 10 per lot. Dogs that are household pets shall at all times whenever they are outside a Lot be confined on a leash. Without prejudice to the Board's right to remove any such household pets, no household pet that has caused damage or injury may be walked in the Community. You must pick up any droppings your dog leaves in yards or community common areas. Failure to do so will result in fines of \$30.00 per incident and continued occurrences constitute a nuisance animal. Failure to do so constitutes a violation.

Section 7. 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 Community shall be used, in whole or in part, for the storage of any property 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, 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 Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property within the Community. Noxious or offensive activity includes loud parties, drug activity, subletting or daily rentals of property for profit, use of recreational-type vehicles within the neighborhood, repeated parking violations, and failure to maintain community standards with regard to home maintenance, pets, storage, and yard standards. Failure to do so constitutes a violation.

There shall not be maintained any plants or animals or devices or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier, or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law. No invasive plants such as Kudzu or Bamboo or other invasive species may be planted. Additionally, if a plant is known to be an invasive species, you must obtain Board approval before using it in your landscaping. Any containment issues of invasive plants will be the responsibility of the lot owner who installed it and it may be removed from others' property at that lot owner's expense.

Section 8. Antennas. Small-footprint (DirecTV and DISH) satellite dishes and traditional TV reception antennas are permitted without Board approval if they are located on the sides or back of the house. If these dishes and antennas are to be located in the front of the house, Board approval is required. Large footprint dishes (6ft and above) are prohibited.

Amateur radio antennas are permitted without Board approval if the following are met: antennas must be on the side or back of the house and consist of simple wire antennas or vertical antennas not to exceed 43 feet in height, or other designs not to exceed one meter in diameter or diagonal measurement.

Section 9. Tree and Shrub Removal. Residents may remove trees and shrubs without prior Board approval but must use a licensed and insured vendor. Residents removing trees must inform their immediate neighbors of their intended activities. Communication with the entire Haynes Mill community, as a courtesy, is preferred, but not required as tree removal can cause

traffic disruption.

Section 10. Accessory Structures. The term accessory structure, as used herein, shall refer to any attached or detached structure other than a residence placed on a Lot including, without limitation, a playhouse, tool shed, doghouse, mailbox, garage, tennis court, or swimming pool. Accessory structures shall conform in exterior design and quality to the residence on the Lot and shall not exceed twenty (20) feet in height. Except for attached garages and mailboxes, any accessory structure placed on a Lot shall be located between the back of the residence and the rear Lot line. Such accessory structures shall also be located within such side and rear setback lines as may be required herein or by applicable zoning law.

All plans and specifications for any accessory structure to be erected on any Lot must be submitted in writing to and approved by the Board in accordance with the provisions of these covenants and the addition or construction of any accessory structure shall not be commenced until such plans and specifications have been submitted and approved.

Section 11. Drainage and Erosion; Sewer Lines. Catch basins and drainage areas are for the purpose of controlling the natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or occupant of a Lot may obstruct or rechannel the drainage flows after the location and installation of drainage swales, storm sewers, or storm drains. Association hereby reserves a perpetual easement across all Community property for the purpose of altering drainage and water flow. Association further reserves an easement across all Community property for the purpose of relocating sewer lines (and related easements) to comply with applicable governmental requirements or as necessary to promote efficient construction of homes (as determined in the sole discretion of Association).

The reserved easement regarding the relocation of sewer lines shall terminate upon the date that the acceptance of a particular sewer line for dedication becomes final and unconditional.

Rights exercised pursuant to such reserved easements shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense. There is hereby reserved to the Association and the Association the right to take whatever action either deemed necessary to prevent erosion within the Community including, without limitation, planting trees, plants, and shrubs and providing drainage ways and dams. Homeowners are forbidden from blowing leaves and yard debris into streets and gutters and from throwing trash and yard debris into green spaces and common areas. All yard debris should be placed in bags for disposal and placed on the curb for pickup by the city under the guidelines for waste disposal of said debris. Improper disposal is considered a finable violation.

Section 12. Clotheslines. No outside clotheslines shall be placed on any Lot.

Section 13. Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Association; except that the Association shall have the right to replat any Lot or Lots with the consent of the Owner thereof. Any such division, boundary line change, or replatting shall not be in violation of applicable subdivision and zoning regulations.

Section 14. Fences. No fence or fencing-type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Board. The Board may issue guidelines detailing acceptable fence styles or specifications, but in no event may a chain link fence or hog wire fence visible from any street be approved with the exception of the community's drainage pond.

Section 15. Air Conditioning Units. No window air conditioning unit may be located in any part of any residence or accessory structure that is visible from any street, and all exterior compressor units shall be ground-mounted and screened by fencing or planting of a density and height to hide the unit effectively. The location of such exterior compressor units and such fencing or planting shall be approved by The Board.

Section 16. Building Material Storage. No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices, gardening or landscape, or any other materials or devices used for building purposes shall be stored on any Lot except for purposes of construction of a residence or accessory structure on such Lot. Such building materials or devices may not be stored on any Lot for longer than the length of time reasonably necessary for the construction of the structure for which such materials or devices are to be used.

Section 17. Above-Ground Storage. No exposed, above ground tanks for the storage of fuel, or any other substance shall be placed on any Lot other than apparatus relating to solar energy; the location and design of which shall be approved by the Board.

Section 18. Street Parking. Street parking of working, in use vehicles is allowed with certain regulations. If parked on the street vehicles must be parked facing the flow of traffic and be 15' apart from other vehicles on the street, bumper to bumper, with the exception of the cul de sac. All vehicles in the cul de sac must be in a driveway. Parking in the cul de sac street area itself is not allowed as emergency vehicles need to be able to turn around. Blocking of the street will result in vehicles being towed at the owner's expense. No street parking is allowed for any reason within 100' of the subdivision entrance. No blocking of driveways, mailboxes or fire hydrants is allowed for any reason. For vehicles parked on the street, their bumper must be 10 feet from a mailbox or fire hydrant.

Section 19. Trash and Garbage. Garbage cans must not be visible from the street. All containers for garbage and other refuse shall be placed in the garage, in the back of the house or if stored on the side of the house, must be blocked by shrubby or a decorative pen preventing street view. Composting piles must not be visible from the street and contained to the backyard. No incinerators or burning shall be used for the disposal of garbage, trash, leaves, brush or other refuse.

Trash must be in cans and placed on the side of the street no more than 24 hours before trash pick-up day. Cans should be removed from the street within 24 hours of trash pickup. Cans must be kept clean and in good working order and stored hidden from view of the street. There should NOT be any trash, car parts, building supplies, gardening items, equipment, or other items in the front of the residence in view from the street.

Section 20. Garages. All garages must have working doors which shall be coordinated with the design of the residence.

Section 21. Foundations. All exposed foundations must be stucco or brick unless otherwise approved by the Board.

Section 22. Vents and Solar Panels. No plumbing or heating vent shall be placed on the front side of the roof of any residence or accessory structure. Solar panels are allowed per federal law with Board approval obtained beforehand on the size and location of panels being installed.

Section 23. Construction and Repair. Each Owner of a Lot shall assume responsibility for the risks associated with any construction on his or her Lot and any damage that may occur to streets or curbing resulting from the construction on such Lot. Repairs for any damage

incurred must be made within thirty (30) days after the completion of construction on the Lot.

Section 24. Minimum Dwelling Size. Exclusive of garages, carports, porches, terraces, basements and bulk-storage areas, the enclosed heated living area of all residences shall contain not less than 1800 square feet. Each house shall have a two-car garage with space to fit two cars and for additional storage.

Section 25. Water Supply. No individual water supply system shall be permitted on any Lot without the prior written approval of the Board. If approval is given for such a system, it must be located, constructed, and equipped in accordance with all applicable requirements, standards, and recommendations of federal, state, and local public health authorities. All necessary approvals of such a system as installed shall be obtained from the required authorities at the sole cost and expense of the Owner of the Lot to be served by such system.

Section 26. Septic Tanks; Sewer Lines. Each Lot, prior to the completion of a residence thereon, shall contain dry sewer lines installed in accordance with the applicable provisions of the standards for Residential and Commercial Development in Cobb County, Georgia as in effect on the date of completion of such residence, unless an exemption is obtained from the appropriate Cobb County authorities. Each residence shall be connected to a public sewer when sewerage lines are available for connection at the sole cost of the Owner thereof.

Section 27. Recreational Equipment. No recreational or playground equipment shall be placed or installed on any Lot which is visible from the street abutting such Lot with the exception of a basketball backboard and net. Portable basketball backboards and nets must not be used in the street, but must remain on the Lot.

Section 28. Mailboxes. All residences in the Community shall have standard black metal mailboxes conforming to postal regulations and the guidelines for such mailboxes adopted by The Board. Mailboxes will be consistent throughout the community. Mailboxes must be black with clearly visible reflective numbers and the flag must be red. The door and flag must be in good working order. Mailboxes should be free of debris, fading, chipping and rust.

Section 29. Entry Features, Street Signs, and Buffers. Owners shall not alter, remove or add improvements to any entry features, street signs, or no-access buffer areas located on any Lot without the prior written consent of The Board.

Article VII

Insurance and Casualty Losses

Section 1. Insurance on Common Property. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Property and the entry features, if any, which the Association is obligated to maintain. This insurance shall provide, at a minimum, fire and extended coverage, including vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

The Board shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One

Million (\$1,000,000.00) Dollars.

The Board is hereby authorized to contract with or otherwise arrange to obtain the insurance coverage required hereunder through the Association and to reimburse the Association for the cost thereof, and the Association shall be authorized, but not obligated, to purchase such insurance coverage for the benefit of the Association and the Owners upon Association and Association agreeing upon the terms and conditions applicable to reimbursement by the Association for costs incurred by Association in obtaining such coverage. Notwithstanding anything contained in this Declaration to the contrary, the Board shall not be required to comply with the provisions of this Article if the Board has contracted for or otherwise arranged to obtain the required insurance coverage through the Association.

Premiums for all insurance shall be common expenses of the Association. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as trustee for the respective benefitted parties, as further identified in subparagraph (b), below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company authorized to do business in Georgia.

(b) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(c) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

(d) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the county where the Community is located.

Required Policies

(e) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

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

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) that no policy may be canceled, invalidated, or suspended on account of any one or more individual Owners;

(iv) that no policy may be canceled, subjected to nonrenewal, invalidated, or

suspended on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be affected by the Association, its manager, any Owner or Mortgagee;

- (v) that any "other insurance" clause in any policy excludes individual Owners' policies from consideration; and
- (vi) that no policy may be canceled, subjected to nonrenewal or substantially modified without at least thirty (30) days' prior written notice to the Association.

In addition to the other insurance required by this Section, the Board shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall be determined in the directors' best business judgment, and, if available, shall at least equal three (3) months' assessments plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled, subjected to nonrenewal or substantially modified without at least thirty (30) days' prior written notice to the Association. The Association shall also obtain construction code endorsements, steam boiler coverage, and flood insurance, if and to the extent necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association.

Section 2. Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of individual Lots, and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risks casualty insurance on the Lot and all structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an "all-risk" policy, if reasonably available, including vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. If all-risk coverage is not reasonably available, Owners shall obtain, at a minimum, fire and extended coverage. The policies required hereunder shall be in effect at all times. The authority to adjust losses under policies obtained by an Owner shall be vested in the Owner. The Association shall have the right, but not the obligation, at the expense of the Owner, to acquire the insurance required to be maintained by the Owner if the Owner fails to provide a valid policy to the Association with a prepaid receipt on or before the expiration of any policy. If the Association does acquire insurance on behalf of any Owner, the cost thereof shall be assessed against the Owner and the Unit as a specific assessment.

Section 3. Damage and Destruction - Insured by Association.

(a) **In General.** Immediately after damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) **Repair and Reconstruction.** Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed

unless, within sixty (60) days after the casualty, at least seventy-five (75%) percent of the total Association vote and the Association (so long as the Association has an option unilaterally to subject additional property to this Declaration as provided in Article IX hereof) otherwise agree. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days.

No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

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

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

Section 4. Damage and Destruction -- Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within seventy-five (75) days after such damage or destruction or, where repairs cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within seventy-five (75) days after such damage or destruction. In the event of noncompliance with this provision, the Board of Directors shall have all enforcement powers specified in Article XII, Section 1, of this Declaration.

Section 5. Insurance Deductible. The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among the Persons who are responsible hereunder, or under any declaration or contract requiring the Association to obtain such insurance, for maintenance of the damaged or destroyed property.

Article VIII

Condemnation

In the event of a taking by eminent domain of any portion of the Common Property on which improvements have been constructed, then, unless within sixty (60) days after such taking, at least seventy-five (75%) percent of the total Association vote other than Association and the Association (so long as the Association has an option unilaterally to subject property to this Declaration as provided in Article IX hereof) shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Property to the extent lands are available therefor. The provisions of Article VII, Section 3, above, applicable to Common Property improvements damage, shall govern replacement or restoration and the actions

to be taken in the event that the improvements are not restored or replaced.

Article IX

Annexation of Additional Property

Section 1. Unilateral Annexation By Association.

(a) As the owner thereof or, if not the owner, with the consent of the owner thereof, Association shall have the unilateral right, privilege, and option from time to time at any time until five (5) years after the recording of this Declaration to subject all or any portion of the real property described in Exhibit "C", attached hereto and by reference made a part hereof to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Office of the Clerk of the Superior Court of the county in which the property to be annexed is located a Supplementary Declaration describing the property being annexed. Any such annexation shall be effective upon the filing for record of such Supplementary Declaration unless otherwise provided therein. As long as covenants applicable to the real property previously subjected to this Declaration are not changed and as long as the rights of the Owners are not adversely affected, the Association may unilaterally amend this Declaration to reflect the different character of any such annexed real property.

(b) The rights reserved unto the Association to subject additional land to the Declaration shall not and shall not be implied or construed so as to impose any obligation upon the Association to subject any of such additional land to this Declaration or to the jurisdiction of the Association. If such additional land is not subjected to this Declaration, the Association's reserved rights shall not impose any obligation on the Association to impose any covenants and restrictions similar to those contained herein upon such additional land nor shall such rights in any manner limit or restrict the use to which such additional land may be put by Association or any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not.

Section 2. Other Annexation. Subject to the consent of the owner thereof and the consent of the Association (so long as the Association has an option to subject additional property to this Declaration as provided above) upon the affirmative vote of a majority of the Association vote present or represented by proxy at a meeting duly called for such purpose, the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the office of the Clerk of the Superior Court of the county in which the property to be annexed is located a Supplementary Declaration describing the property being annexed. Any such Supplementary Declaration describing the property being annexed. Any such Supplementary Declaration shall be signed by the President and Secretary of the Association, and any such annexation shall be effective upon the filing for record of such Supplementary Declaration, unless otherwise provided therein.

Article X

Mortgagee Provisions

The following provisions are for the benefit of holders of first Mortgages on Lots in the Community. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage, who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number), (therefore becoming an "eligible holder"), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Lot of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) any proposed action which would require the consent of a specified percentage of Mortgage holders.

Section 2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation (The Mortgage Corporation), the following provisions apply in addition to and not in lieu of the foregoing. Unless two-thirds (2/3) of the first Mortgagees or Owners other than the Association, give their consent, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Property which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Property shall not be deemed a transfer within the meaning of this subsection) other than personal property of the Association;

(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner;

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Lots and of the Common Property (The issuance and amendment of architectural standards, procedures, rules, and regulations or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this subsection.);

(d) fail to maintain insurance, as required by this Declaration; or use hazard insurance proceeds for any Common Property losses for other than the repair, replacement, or reconstruction of such property.

Nothing contained in this Section 2 shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration for any of the acts set out in this Section 2.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Property and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon

the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 3. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

Section 4. Notice to Association. Upon request, each Lot Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

Section 5. Amendments by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements that necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 6. VA/HUD Approval. As long as the Association has an option unilaterally to subject property to this Declaration as provided in Article IX, the following actions shall require the prior approval of the Veterans Administration ("VA") so long as the VA is guaranteeing any Mortgage in the Community, and the Department of Housing and Urban Development ("HUD") so long as HUD is insuring any Mortgage in the Community: annexation of additional property to the Community, except for annexation by Association in accordance with Article IX, Section 1 hereof pursuant to a plan of annexation previously approved by the VA or HUD as the case may be; dedication of Common Property to any public entity; and material amendment of the Declaration, By-Laws or Articles of Incorporation.

Section 7. Applicability of Article X. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Georgia law for any of the acts set out in this Article.

Section 8. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

Article XI

Easements

Section 1. Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Lot and such portion or portions of the Common Property adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Property or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, tenant, or the Association.

Section. 2. Easements for Use and Enjoyment.

(a) Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass

with the title to his Lot, subject to the following provisions:

(i) The right of the Association to charge reasonable admission and other fees for the use of any portion of the Common Property, to limit the number of guests of Lot Owners and tenants who may use the Common Property, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his family, tenants, guests, and invitees;

(ii) the right of the Association to suspend the voting rights of a Lot Owner and the right of an Owner to use the recreational facilities available for use by the Community, if any, for any period during which any assessment against his Lot which is hereby provided for remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, By-Laws, or rules and regulations;

(iii) the right of the Association to borrow money for the purpose of improving the Common Property, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property; provided, however the lien and encumbrance of any such Mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of Association, or any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, given by Association or any Lot Owner encumbering any Lot or other Property located within the Community (Any provision in this Declaration or in any such Mortgage given by the Association to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of Association, or any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, given by Association or any Lot Owner encumbering any Lot or other property located within the Community.); and

(iv) the right of the Association to dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by at least a 2/3 Majority of the Association vote, or represented by proxy, at a meeting duly called for such purpose and by the Association (so long as the Association has an option unilaterally to subject additional property to this Declaration as provided in Article IX hereof).

(b) Any Lot Owner may delegate his right of use and enjoyment in and to the Common Property and facilities located thereon to the members of his family, his tenants and guests and shall be deemed to have made a delegation of all such rights to the occupants of such Owner's Lot, if leased.

Section 3. Easements for Utilities. There is hereby reserved to the Association and the Association blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Community or any portion thereof, including but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited, a master television antenna system, cable television system, or security system which the Association or the Association might decide to have installed to serve the Community.

It shall be expressly permissible for the Association, the Association, or the designee of either, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintenance of such wires, conduits, cables and other equipment related to the providing of any such utility or service. Should any party furnishing any

such utility or service request a specific license or easement by separate recordable document, the Board shall have the right to grant such easement. In addition, the Association shall have the right to relocate sewer lines as provided in Article VI, Section 11 hereof.

Section 4. Easement for Entry. In addition to the right of the Board to exercise self-help as provided in Article XII, Section 2, hereof, the Board shall have the right, but shall not be obligated, to enter upon any property within the Community for an emergency which right may be exercised by the board members or association manager, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, the entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. It is intended that this right of entry shall include (and this right of entry shall include) the right of the Board to enter to cure any condition that may increase the possibility of a fire, slope erosion, or other hazard in the event an Owner or occupant fails or refuses to cure the condition upon request by the Board.

Section 5. Easement for Entry Features. There is hereby reserved to the Association an easement for ingress, egress, installation, construction landscaping, and maintenance of entry features for the Community, over and upon each Lot which is bounded by the right-of-way of Acworth-Due West Road or Haynes Mill Court, or any other public thoroughfare.

The easement and right herein reserved shall include the right to maintain, cut, remove or plant trees, shrubbery, flowers, and other vegetation around such entry features and the right to grade the land under and around such entry or community property and repair or remove any walls as deemed necessary by the Board.

Section 6. Easement for Maintenance. Association hereby expressly reserves a perpetual easement for the benefit of the Association, its successors, employees, agents, and assigns across such portions of the Community, determined in the sole discretion of the Association, as are reasonably necessary to carry out the maintenance required under Article V hereof. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment of Owners' property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

Article XII

General Provisions

Section 1. Enforcement. Each Owner and every occupant of a Lot shall comply strictly with the By-Laws, the rules, and regulations, and the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed to his or her Lot, if any. The Board of Directors may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the By-Laws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or, in a proper case, by an aggrieved Owner.

event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record in the appropriate land records a notice of violation of the Declaration, By-Laws, rules, and regulations, use restrictions, or design guidelines and to assess the cost of recording and removing such notice against the Owner who is responsible (or whose occupants are responsible) for violating the foregoing.

Section 2. Self-Help. Unless an emergency situation exists, the Board shall give the violating Lot Owner thirty (30) days written notice of its intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after reasonable notice. All costs of self-help, including reasonable attorney's fees actually incurred shall be assessed against the violating Lot Owner and shall be collected as provided for herein for the collection of assessments.

Section 3. Duration. The covenants and restrictions of this Declaration shall run with and bind the Community and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent permitted by law; provided, however, so long as Georgia law limits the period during which covenants restricting lands to certain uses may run, any provision of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time any such provisions shall be automatically extended for successive periods of ten (10) years, unless such extension is disapproved by the affirmative vote or written consent, or any combination thereof, of at least two-thirds (2/3) of the total Association vote and the consent of Association (so long as the Association has an option unilaterally to subject additional property to this Declaration as provided in Article IX hereof). A written instrument reflecting disapproval must be recorded within the year immediately preceding the beginning of a ten (10) year renewal period. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

Section 4. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Association (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgage loans on the Lot subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing. Further, so long as the Association has the right unilaterally to subject additional property to this Declaration as provided in Article IX hereof, the Association may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Lot Owner hereunder, nor shall it adversely affect title to any Lot without the consent of the affected Lot Owner.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least two-thirds (2/3) of the total Association vote and the consent of the Association (so long as the Association has an option unilaterally to subject additional property to this Declaration as provided in Article IX hereof). Amendments to this Declaration shall become effective upon recordation unless a later effective date is specified therein. No provision of this Declaration that reserves or grants special rights to

the Association shall be amended without the Association's prior written approval so long as the Association owns any property in the Community, or is subject to annexation to the Community, primarily for development and/or sale.

Section 5. Partition. The Common Property shall remain undivided, and no Lot Owner nor any other Person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the Community and without the written consent of all holders of all Mortgages encumbering any portion of the property, including, but not necessarily limited to, the Lots located within the Community.

Section 6. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 7. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

Section 8. Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 9. Preparer. This Declaration was prepared by the Haynes Mill Homeowners Association, Inc.

Section 10. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Charles II, King of England.

Section 11. Indemnification. In accordance with Section 14-3-110 of the Georgia Nonprofit Corporation Code, and to the full extent allowed in Section 14-2-156 of the Georgia Business Corporation Code, and in accordance with the provisions contained therein, the Association shall indemnify every person who was or is a party or who is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association), by reason of the fact that such person is or was serving as a director or officer of the Association against any and all expenses, including attorneys' fees, imposed upon or reasonably incurred in connection with any action, suit, or proceeding, if such person acted in a manner reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Any indemnification hereunder shall be made by the Association only as authorized (as provided in Section 14-2-156 of the Georgia Business Corporation Code) in a specific case upon a determination that indemnification of the person is proper under the circumstances.

Section 12. Construction and Sale Period. Notwithstanding any provisions contained in this Declaration, the By-Laws, Articles of Incorporation, use restrictions, rules and regulations, design guidelines, and any amendments thereto, until Association's right unilaterally to subject property to this Declaration as provided in Article IX terminates, it shall be expressly

permissible for Association and any builder or developer approved by Association to maintain and carry on, upon such portion of the Community as Association may deem necessary, such facilities and activities as in the sole opinion of Association may be required, convenient, or incidental to Association's and such builder's or developer's development, construction, and sales activities related to property described on Exhibit "B" and Exhibit "C" to this Declaration, including, but without limitation: the right of access, ingress and egress for vehicular and pedestrian traffic over, under, on or in the Community; the right to tie into any portion of the Community with driveways, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; and the right to construct and operate business offices, signs, construction trailers, model residences, and sales offices. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense. This Section shall not be amended without the Association's express written consent so long as the Association owns any property in the Community, or is subject to annexation to the Community, primarily for development and/or sale.

Section 13. Contracts Executed During Association Control. All contracts or leases executed by or on behalf of the Association and the Board of Directors of the Association under the By-Laws shall contain a termination clause permitting the Association to terminate any contract or lease at any time, without cause and without penalty, upon not more than Thirty (30) days' written notice. No contracts will be valid that attempt to supersede the authority of the Association and its Board of Directors to terminate a contract. Additionally, no contract may be entered into that binds the Association, its Board or its officers to any financial penalty that is in direct conflict with this provision of the Covenants.

Section 14. Books and Records.

(a) Inspection by Members and Mortgagees. 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 by his duly appointed representative and by holders, insurers, or guarantors of any first Mortgage at any reasonable time and for a purpose 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.

Section 15. Financial Review. A review of the accounts of the Association shall be made annually in the manner as the Board of Directors may decide; provided, however, after having received the Board's reviewed financial statement at the annual or special meeting, by a majority of the Association present, or represented by proxy, the Owners may require that the accounts of the Association be audited as a common expense by a public accountant.

Upon a written request of any institutional holder of a first Mortgage and upon payment of all necessary costs, such holder shall be entitled to receive a copy of an audited financial statement within ninety (90) days of the date of the request.

Section 16. Notice of Sale or Lease. In the event an Owner sells or leases his or her Lot, the Owner shall give to the Association, in writing, the name of the purchaser or lessee of the Lot and such other information as the Board may reasonably require.

Section 17. Agreements. Subject to the prior approval of Association (so long as the Association has an option to unilaterally subject additional property to this Declaration as provided in Article IX above) all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, tenants, guests and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

Section 18. Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the By-Laws, the Articles of Incorporation, any use restriction or rule, 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,

Section 19. Variances. Notwithstanding anything to the contrary contained herein, the Board of Directors or its designee shall be authorized to grant individual variances from any of the provisions of this Declaration, the By-Laws and any rule, regulation or use restriction promulgated pursuant thereto if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Community.

Section 20. Use of Recreational Facilities By Non-members. For so long as the Association has an option unilaterally to subject additional property to this Declaration as provided in Article IX above, the Association shall have the right to grant to persons who are not members of the Association the right to use any Community recreational facilities constructed by the Association. The extent and duration of nonmember use and the fee to be charged therefore shall be determined solely by Association. The Association may grant nonmember use rights to individuals as an easement appurtenant to such individuals' residential real property so that such use rights shall automatically inure to the benefit of both the original grantees and their respective successors-in-title to such real property. For so long as the Association owns any such recreational facilities, nonmember user fees shall be paid to the Association. If such recreational facilities are conveyed to the Association, nonmember user fees due and payable after the date of such conveyance shall be paid to the Association. The association shall determine the amount of nonmember user fees that are due and payable after such conveyance. Such fees shall be paid annually to the Association. The amount of such annual fees may be increased each year by the Board so long as the percentage increase (as compared to the previous year's annual fees) does not exceed the percentage increase in the annual assessment levied against members of the Association (as compared to the previous year's assessment).

Any use right granted to nonmembers that extends beyond the termination of the Association's option unilaterally to subject additional property to this Declaration shall be valid and may not be terminated by the Association so long as the terms and conditions imposed upon nonmember use by the Association are complied with by the nonmember user.

Association hereby expressly reserves unto itself, its successors, and assigns, a non-

exclusive, perpetual right, privilege, and easement with respect to the Community for the benefit of Association, its successors, assigns, and the above discussed nonmember users, over, under, in and/or on the Community (including, without limitation, the above described recreational facilities), without obligation and without charge to the foregoing, for the purposes of taking all actions related to or connected with the granting of nonmember use and the use by such nonmembers as described above.

Such right, privilege, and easement shall include, without limitation, the right of access, ingress, use, and egress of and to the above described recreational facilities and the right of access, ingress, use, and egress for vehicular and pedestrian traffic over, under, on or in the Community roads, parking areas, and walkways.

Association shall not be liable for and is hereby held harmless from any failure of any non-member to pay a non-member user fee to the Association where required to do so by this Section. In such case, the Association's sole remedy shall be to suspend the use right of the non-member who has not timely paid until all amounts owed are paid. Community members shall be liable for any personal injury or property damage caused by a non-member granted permission to use, by the community member, the Community recreational facilities constructed by the Association.

Association shall have the sole right to grant use rights to any Community recreational facilities constructed by the Association to nonmembers and the Board shall have no such right. The provisions of this Section shall apply notwithstanding any contrary provisions in this Declaration, the By-Laws, Articles of Incorporation, rules and regulations, use restrictions, and any amendments to any of the foregoing.

Section 21. Acknowledgments and Consent. The undersigned, for and in consideration of the mutual benefits flowing between PROVINCE DEVELOPMENT, INC.. and the undersigned, do by these presents acknowledge, consent, and agree that such properties as each have acquired in HAYNES MILL SUBDIVISION shall be bound and controlled by the above and foregoing Declaration of Protective Covenants.

EXHIBIT "A"

Definitions

The following words, when used in this Declaration or in any Supplementary Declaration (unless the context shall prohibit), shall have the following meanings:

(a) "Association" shall mean HAYNES MILL HOMEOWNERS ASSOCIATION, INC., a nonprofit Georgia corporation, its successors and assigns.

(b) "Board of Directors" or "Board" shall mean the appointed or elected body, as applicable, having its normal meaning under Georgia corporate law with respect to the Association.

(c) "Bylaws" shall refer to the Bylaws of the HAYNES MILL HOMEOWNERS ASSOCIATION, INC., incorporated herein by this reference.

(d) "Common Property" shall mean any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.

(e) "Community" shall mean and refer to that certain real property and interests therein described in Exhibit "B", attached hereto, and (i) such additions thereto as may be made by Association (or its Mortgagee or transferee, as provided in the Declaration) by Supplementary Declaration of all or any portion of the real property attached hereto; and (ii) such additions thereto as may be made by the Association by Supplementary Declaration of other real property.

(f) "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such a standard may be more specifically determined by the Board of Directors of the Association. Such determination, however, must be consistent with the Community-Wide Standard originally established by the Association.

(g) "Association" shall mean and refer to the Haynes Mill Homeowners Association, Inc., a Georgia nonprofit corporation, and its successors-in-title and assigns, provided any such successor-in-title or assign shall acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the real property described in Exhibit "B", attached hereto, and provided further, in the instrument of conveyance to any such successor-in-title or assign, such successor-in-title or assign, such successor-in-title or assign is designated as the "Association" hereunder by the grantor of such conveyance, which grantor shall be the "Association" hereunder at the time of such conveyance; provided, further, upon such designation of such successor Association, all rights of the former Association in and to such status as "Association" hereunder shall cease, it being understood that as to all of the property described in Exhibit "B", attached hereto, which is now or hereafter subjected to this Declaration, there shall be only one (1) "Association" hereunder at any one point in time.

(h) "Lot" shall mean any plot of land within the Community, whether or not improvements are constructed thereon, which constitutes or will constitute, after the construction of improvements, a single-family dwelling site as shown on a plat recorded or to be recorded in the land records of the county where the Community is located. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, all of the right, title, and interest of an Owner in the Common Property, which shall include, without limitation, membership in the Association.

(i) "Majority" means those eligible votes, Owners, or other groups as the context may indicate totalling more than fifty (50%) percent of the total eligible number.

(j) "Mortgage" means any mortgage, deed to secure debt, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation. •

(k) "Mortgagee" shall mean the holder of a Mortgage.

(l) "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot located within the Community, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.

(m) "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited)association, trust, or other legal entity.

(n) "Supplementary Declaration" means an amendment or supplement to this Declaration which subjects additional property to this Declaration or imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or both.

Exhibit "B"
Property Submitted

All that tract or parcel of land lying and being in Original Land Lots Nos. 84 and 107, 20th District, 2nd Section, Cobb County, Georgia, and being known as HAYNES MILL SUBDIVISION, as shown on plat made by David R. Braswell, Registered Professional Engineer, recorded in Plat Book 200, pages 31, 32 and 33, Cobb County, Georgia, Records. Said plat is hereby adopted and made a part hereof by reference thereto for a more complete description of said property.

**Bylaws of Haynes Mill Court
Homeowners Association, Inc.**

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Article I

Name, Membership, and Definitions

Section 1. Name. The name of the Association shall be Haynes Mill Homeowners Association, Inc. (hereinafter sometimes referred to as the “Association or HOA.”).

Section 2. Membership. The Association shall have one class of membership, as set forth in the Declaration of Protective Covenants for Haynes Mill Subdivision (such Declaration as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the “Declaration”), the terms of membership are specifically incorporated by reference herein.

Section 3. Definition. The words used in these Bylaws shall have the same meaning as set forth in the Declaration unless the context shall prohibit.

Article II

Meetings, Quorum, Voting, Proxies

Section 1. Place of Meetings. Meetings of the Association shall be held at a suitable place convenient to the members as designated by the Board of Directors. Meetings of the Association may also be held virtually on any day convenient to the members as designated by the Board of Directors.

Section 2. Annual Meetings. Annual meetings must be set by the Board by the end of October to occur no later than the last day of the calendar year. If the day for the annual meeting of members is a legal holiday, the meeting shall be held at the same hour on the first day following the legal holiday (including Saturday and Sunday). Election of officers to the Board of Directors for any open position must be held at the annual meeting.

Section 3. Special Meetings. The President or Vice President of the Board of Directors may call a special meeting. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by a majority of the Board of Directors or upon a petition signed by at least twenty-five percent (25%) of the voting members of the Association. The notice of any special meeting shall state the date, time, place, and purpose of such meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary of the Board of Directors to mail or to cause to be delivered to the Owner of record of each Lot a notice of each annual or special meeting of the Association or other notices needed as deemed necessary by the Board of Directors. This notice shall state the date, time, location, and purpose of the meeting. All Owners will receive all notices via electronic copy to the listed email or media site given as the designated electronic address, to be updated annually, to the Secretary of the Board of Directors. Hand delivery of select meeting notices and notifications by placing them at the door or in the mailbox of residents shall remain in effect until

written notification to stop hand delivery of select meeting notices and notifications is received and confirmed by the Secretary.

Requests to stop hand delivery of Annual meeting notifications must be received and confirmed no later than thirty (30) days before the annual meeting. Owners of record may elect to receive notice at an address other than their Lot by providing such address, in writing, to the Secretary no later than by the 15th day of October each calendar year for the following calendar year. Owners of record may elect to receive all meetings and notifications by US Postal Service rather than electronic or hand delivery by sending written notification to the Secretary no later than the 15th day of October each calendar year for the following calendar year. If an Owner of record chooses mail delivery for meetings and other notices, then the cost of said mailings, including printing and postage, shall be added to the Owner of records account in their yearly assessment of dues. The mailing or delivery of meeting notifications in the manner provided in this Section shall be considered a service of notice. Meeting notifications shall be served no later than ten (10) days and no more than thirty (30) days before the meeting date.

Section 5. Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed a waiver by such member of notice of the time, date, and place thereof unless such member specifically objects to lack proper notice at the time the meeting is called to order.

Section 6. Quorum. A quorum is established by a majority of the Owners present or by proxy, at any meeting of the Association. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 7. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time no less than five (5) days or more than thirty (30) days from the time the original meeting was called. At such adjourned meetings at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 8. Voting. The voting rights of the members shall be as set forth in the Declaration, and such voting rights are specifically incorporated herein.

Section 9. Proxies. At all meetings of members, each member who is an Owner of record, one vote per lot, may vote in person or by proxy. All proxies shall be in writing, dated, and filed with the Secretary before the appointed time of each meeting. Each proxy shall be revocable and shall automatically cease upon conveyance by the member or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a member, of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

Article III

Board of Directors: Number, Powers, Meetings

A. *Composition and Selection*

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors. The Directors must reside in the Community and shall be members or spouses of such members; provided, however, no person and his or her spouse may serve on the Board at the same time.

Section 2. Number of Directors and Responsibilities: The Board shall consist of at least five (5) members:

A. President: The president shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The president shall have all the general powers and duties that are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code.

B. Vice President: The vice president shall act in the president's absence and shall have all powers, duties, and responsibilities provided for the president when acting.

C. Secretary: The secretary shall keep the minutes of all meetings of the Association and of the Board of Directors and shall, in general, perform all duties incident to the office of the secretary of a corporation organized under the Georgia Nonprofit Corporation Code.

D. Treasurer: The treasurer shall have the responsibility for the Associations' funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors.

E. Communications: The communications director will be responsible for dispersing required communication to members and maintaining the haynesmillcourthoaboard@gmail.com email box by categorizing and archiving messages according to Article VI, Section 2 of these Bylaws.

Section 3. Nomination of Directors: Directors shall be nominated and elected by voting members of the Association 60 days before the scheduled Annual Meeting. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

Section 4. Election and Terms of Office: Directors are elected at each annual meeting of the Association to be held in December and on an alternating schedule:

A. The President and Treasurer will be elected during the same odd-numbered year.

B. The Vice President, Secretary, and Communications Director will be elected during the same even-numbered year and must be elected in separate years from the President and Treasurer.

Directors are limited to one (1) consecutive two (2) year term in the same office. Owners may serve in another role on the board once they have reached the maximum term allowed for a particular office or serve in the same role in a non-consecutive term.

All eligible members of the Association shall vote on all directors to be elected, and the candidates (s) receiving the most votes shall be elected.

Section 5. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed, with or without cause, by a majority of the total Association vote, and a successor may then and there be elected to fill the vacancy thus created. A director whose removal has been proposed by the Owners shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than sixty (60) days may be removed by a majority vote of the directors at a meeting, a quorum being present.

Section 6. Resignation. Any board member may resign at any time in writing to the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notification 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 7. Vacancies. Vacancies in the Board of Directors caused by any reason, excluding the removal of a director by vote of the Association, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors. Each director so selected shall serve the unexpired portion of the term of his or her predecessor only. The position must then be filled via vote of the association at the next Annual Meeting. A member appointed to a position cannot remain in that position indefinitely and a vote of the association must be held to fill the position for the next term.

B. Meetings

Section 8. Regular Meetings. The Board of Directors shall meet four (4) times per calendar year with at least one (1) meeting per quarter and the first meeting occurring no later than 30 days following each annual meeting of the Association. Regular meetings may be held at such time and place as determined by a majority of the directors. Notice of the regular schedule shall constitute sufficient notice of such meetings.

Section 9. Special Meetings. Special meetings of the Board of Directors shall be held when requested by the President, Vice President, or by any two (2) directors. The notice shall specify the time,

location and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods:

- A. By personal delivery;
- B. By written notice by first class mail, postage prepaid;
- C. By telephone communication including text messaging, either directly to the director or to a person at the director's home or office who would reasonably be expected to communicate such notice promptly to the director; or
- D. By electronic mail. All such notices shall be given or sent to the director's address or telephone number as shown on the records of the Association. Notices given by personal delivery, telephone, or electronic delivery shall be given at least forty-eight (48) hours before the time set for the meeting.

Section 10. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if:

- A. Quorum is present, and
- B. Either before or after the meeting, each of the directors not present signs a written waiver of notice, consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 11. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transactions of business, and the votes of a majority of the directors present at a meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time no less than five (5) days nor more than thirty (30) days from the time that the original meeting was called. At such adjourned meetings at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12. Compensation. No Board member shall receive any compensation from the Association for acting as such including payment, waiver of association fees and dues, via perks from vendors, or other gifts.

Section 13. Open Meetings. All Special or Annual meetings of the Board shall be open to all Owners, but Owners may not participate in any discussion or deliberation unless expressly so authorized by the Board and/or during an open comment portion of the meeting. The required 4 Board meetings per year are considered executive work sessions and are not open to the owners.

Section 14. Executive Session. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 15. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed, including via electronic agreement, by all of the directors.

Section 16. Meeting Participation. One or more directors may participate in and vote during any regular or special meeting of the Board by telephone conference call or similar communication equipment by means of which all persons participating in the meeting can hear each other at the same time, and those directors so participating shall be present at such meeting. Any such meeting at which a quorum participates shall constitute a regular meeting of the Board.

C. Powers and Duties

Section 17. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not prohibited by the Declaration, Articles, or these Bylaws directed to be done and exercised exclusively by the members. In addition of the duties imposed by the Bylaws or by a resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and be responsible for the following in a way of explanation but not limitation:

- A. Preparation and adoption of an annual budget in which there shall be an established contribution of each owner to the common expenses;
- B. Making assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment;
- C. Providing for the operation, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association;
- D. Designating, hiring, and dismissing the personnel necessary for the operation of the Association and where appropriate providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties within the guidelines established by this document for contracts and vendors.
- E. Collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;
- F. Making and amending use restrictions, rules and regulations
- G. Opening bank accounts on behalf of the Association and designating the signatories required;
- H. Enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the owners concerning the association;
- I. Obtaining and carrying insurance against casualties and liabilities as provided in the Declaration, and paying the premium cost thereof;
- J. Paying the cost of all services rendered to the Association or its members which are not directly chargeable to Owners;

K. Keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses and any other expenses incurred; and

L. Contracting with any person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with trusts, condominiums, or other associations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity, with the exception of making changes or amendments to contracts or bylaws and covenants.

Section 18. Management Agent. The Board of Directors, with the consent of a majority of the eligible Association votes, may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The term of any management agreement shall not exceed one (1) year and shall be subject to termination by either party, without cause or penalty, upon thirty (30) days written notice or immediately without penalty if the contractual obligations of the employed party are not fulfilled. The hiring of any management company or agent must be approved by a majority of the association owners from a selection of not less than 3 vendor options.

Section 19. Borrowing. The Board of Directors shall have the power to borrow money for any lawful purpose including without limitation, repair, and restoration of the common property and facilities without the approval of the members of the Association provided; however, the Board shall obtain membership approval in the same manner as for special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, or the total amount of such borrowing exceeds or would exceed ten thousand (\$10,000.00) dollars outstanding debt at any one time.

Section 20. Inspections. The Board shall conduct monthly inspections of lots to ensure adherence to community-wide standards by the first Saturday of each month. Notices of violations or concerns will be sent via electronic notice to the electronic address held by the Secretary of the Board of Directors. The Board is not responsible for misdirection of communication and the lot owner is responsible for updating their information annually with the Secretary.

Section 21. Procedures for Fines. In the event of account delinquency, The Board may impose a one-time late charge as required to meet financial obligations. Late fees cannot be greater than 10% of the original assessment and cannot accrue interest.

The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedures are followed:

A. Notice: Written notice shall be served upon the violator within thirty (30) days of discovery specifying:

1. The nature of the violation and the fine imposed;
2. That the violator may within thirty (30) days from the date of the notice, request a hearing regarding the fine imposed;
3. The name, address, and telephone number of a person to contact to challenge the fine;

- 4. That any statements, evidence, and witnesses may be produced by the violator at the hearings; and
- 5. That all rights to have the fine reconsidered are waived if a hearing is not requested within thirty (30) days of the notice.

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

C. No fine shall be imposed if the Board fails to:

1. Notify the Owner within thirty (30) days of discovery of the violation;
2. Include the name, address, and telephone number of a person to contact to challenge the fine; and/or
3. Establish a hearing within thirty days (30) of the receipt of a request for a hearing.

Section 22: Dispute Resolution. Neither the HOA, Board of Directors, or any management agent shall have the authority to foreclose on a home due to violations, annual dues, fines, past due fines, late fees, legal fees, special assessments, or any other fees imposed on the Owners.

The HOA, Board of Directors, or any management agent shall have the authority to pursue legal remedy through a civil lawsuit to recover legal fees and costs within two years from the date of the violation.

Article V

Committees

The Board may designate committees to perform such tasks and to serve for such periods. Each committee shall be composed of and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Article VI

Miscellaneous

Section 1. Calendar Year. The fiscal year of the Association shall be the calendar year.

Section 2. Record Retention. Haynesmillhoaboard@gmail.com is the official mode of communication between residents, vendors and board members. This email address must be used as the mode of communication for all HOA business. All emails must be archived forever. Communication pertaining to, but not limited to, all budgets, account records, payment of HOA dues, fines assessed, bank statements, invoices, and meeting minutes must be kept and available for inspection by the community with thirty (30) day notice for 10 years. New board members must be given access to this email box immediately upon election.

Section 3: Bank Account Holders. The President and Treasurer must be named as primary account holders on all bank accounts established for the Association.

Section 3. Parliamentary Rules. Robert's Rules of Order (current edition) shall govern the conduct of all Association proceedings when not in conflict with Georgia law, the Articles of Incorporation, the Declaration, these Bylaws, or rulings made by the person presiding over the proceedings.

Section 4. Conflicts. If there are conflicts or inconsistencies between the provisions of Georgia law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of Georgia law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

Section 5. Amendment. The provisions of the Declaration applicable to amendment shall apply to any amendment to the Bylaws provided.