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DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
EAST HOWARD PLACE

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

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
 RESTRICTIONS AND EASEMENTS

FOR

EAST HOWARD PLACE

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EXHIBIT "D" - STORMWATER OPERATION AND MAINTENANCE PLAN

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
EAST HOWARD PLACE

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR EAST HOWARD PLACE ("Declaration") is made on the date hereinafter set forth by **DECATUR HILLYER PLACE, LLC**, a Georgia limited liability company (hereinafter sometimes called "Declarant");

W I T N E S S E T H

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" hereof; and

WHEREAS, Declarant desires to subject the real property described in Exhibit "A" hereof to the provisions of this Declaration to create 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, Declarant hereby declares that the real property described in Exhibit "A" attached hereto and by this reference incorporated herein is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, mortgaged and otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments and liens, hereinafter set forth, which are for protecting the value and desirability of and which shall run with the title to, the real property hereby and 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 and 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.

Article 1
Definitions

The following words when used in this Declaration or in any Supplementary Declaration shall have the following meanings:

1.1 "Approved Builder" means **RIVERCLIFFE, LLC**, a Georgia limited liability company, and any other home builder approved by Declarant for the construction of houses on Units which home builder has been granted rights of Approved Builder hereunder by the

Declarant in a written instrument. Declarant may grant rights of Approved Builder to one or several home builders. Rights of Approved Builder hereunder shall apply only to the Units within the Community which are acquired by such Approved Builder.

1.2 "Articles of Incorporation" means the Articles of Incorporation of East Howard Place Townhome Association, Inc., filed with the Georgia Secretary of State and incorporated herein by this reference, as the same may be amended from time to time.

1.3 "Association" means East Howard Place Townhome Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

1.4 "Board of Directors" or "Board" means the appointed or elected body of the Association, vested with the authority to operate and manage the affairs of the Association under the Georgia Nonprofit Corporation Code, O.C.G.A. § 14-3-101 *et seq.*

1.5 "Bylaws" means the Bylaws of East Howard Place Townhome Association, Inc., attached to this Declaration as Exhibit "C" and incorporated herein by this reference, as the same may be amended from time to time.

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

1.7 "Community" refers to that certain real property described in Exhibit "A", attached hereto, and such additions thereto as may be made by Supplementary Declaration as provided herein.

1.8 "Community-Wide Standard" means the standard of conduct, maintenance or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association, but must be consistent with the Community-Wide Standard originally established by the Declarant.

1.9 "Declarant" means **DECATUR HILLYER PLACE, LLC**, a Georgia limited liability company and its successors, successors-in-title or assigns taking title to any portion of the property described in Exhibit "A" or Exhibit "B" hereof for the purpose of development and/or sale and designated as Declarant in a recorded instrument by the then holder of rights of Declarant hereunder. Any or all of the rights of Declarant set forth in this Declaration or the Articles of Incorporation or the Bylaws may be transferred or assigned in whole or in part to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which Declarant has under this Declaration, the Articles of Incorporation or the Bylaws. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and recorded in the public real estate records of DeKalb County, Georgia.

1.10 "Drainage Easements" means: (a) that certain Storm Water Drainage Easement Agreement which was recorded December 12, 2013 in Deed Book 24171, Page 44, *et seq.*,

DeKalb County, Georgia land records and re-recorded January 14, 2014 in Deed Book 24216, Page 757, *et seq.*, aforesaid records; and (b) that certain Storm Water Drainage Easement Agreement which was recorded December 12, 2013 in Deed Book 24171, Page 56, *et seq.*, DeKalb County, Georgia land records and re-recorded January 16, 2014 in Deed Book 24219, Page 197, *et seq.*, aforesaid records.

1.11 "Live/Work Unit" means a Unit consisting of both a commercial and a residential component that is occupied by the same Owner and/or Occupant. Unit 17 and Unit 24, as more particularly identified on the subdivision plat for the Community, are Live/Work Units.

1.12 "Mortgage" means any and all instruments used for the purpose of encumbering real property in the Community as security for the payment or satisfaction of an obligation, including, without limitation, any mortgage, deed to secure debt or deed of trust.

1.13 "Mortgagee" means the holder of a Mortgage.

1.14 "Occupant" means any Person occupying all or any portion of a Unit or other property located within the Community for any period of time, regardless of whether such Person is a tenant of the Owner of such property.

1.15 "Owner" means the record owner, whether one or more Persons, of the fee simple title to any Unit located within the Community, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.

1.16 "Person" includes any individual, individual acting in a fiduciary capacity, corporation, limited partnership, limited liability company, general partnership, joint stock company, joint venture, association, company or other organization, recognized as a separate legal entity under Georgia law.

1.17 "Stormwater Operation and Maintenance Plan" means that certain Operation and Maintenance Plan for Stormwater Facilities attached hereto as Exhibit "D" and incorporated herein by this reference.

1.18 "Supplementary Declaration" means a supplement to this Declaration which subjects additional property to the provisions of this Declaration and/or imposes additional covenants, conditions, restrictions or easements on the land described therein.

1.19 "Total Association Vote" means the votes attributable to the entire membership of the Association (including the votes of Declarant) as of the record date for such action, but specifically excluding the votes of any Owners whose voting rights have been suspended as provided herein, whether or not such members are present or represented at the meeting, if any, where such votes are to be cast. If, for example, and without limitation, two-thirds (2/3) of the Total Association Vote is required to approve a matter, such matter must receive more than two-thirds (2/3) of the votes attributable to all existing members of the Association as of the record date for such action (and excluding the votes of any Owners whose voting rights have been

suspended as provided herein), whether or not such members are present or represented at the meeting, if any, where such votes are to be cast.

1.20 "Unit" shall mean a portion of the Community, whether or not improvements are constructed thereon, which is depicted as a separately identified lot or parcel on the subdivision plat(s) for the Community recorded in the land records of DeKalb County, Georgia. The term "Unit" refers to the land which is part of the Unit, as well as to any structures and other improvements on the Unit, including, without limitation, the residential dwelling and, if applicable, the commercial component of a Live/Work Unit, regardless of whether such component is attached to or detached from the residential dwelling. A portion of the dwelling located on each Unit is attached by one or more party wall(s) to one or more dwellings located on other Units so that the boundary between such dwellings is a line running along the center of the party wall separating said dwellings. The ownership of each Unit shall include the exclusive right to use and possession of any and all portions of the heating and air conditioning units which are appurtenant to and serve each Unit (including, but not limited to, compressors, conduits, wires and pipes). The ownership of each Unit shall include, and there shall automatically pass with the title to each Unit as an appurtenance thereto, whether or not separately described, membership in the Association and all of the rights and interest of an Owner in the Common Property, as herein provided.

Article 2

Property Subject To This Declaration

2.1 Property Hereby Subjected To This Declaration. The real property which is, by the recording of this Declaration, subject to the covenants, conditions, restrictions and easements hereinafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and encumbered subject to this Declaration is the real property described in Exhibit "A" attached hereto and by this reference made a part hereof.

2.2 Unilateral Annexation By Declarant. As the owner thereof or, if not the owner, with the consent of the owner thereof, the Declarant shall have the unilateral right, privilege, and option, from time to time at any time until ten (10) years after the recording of this Declaration, to subject all or any portion of the real property described in Exhibit "B" attached hereto and by this reference incorporated herein, to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the DeKalb County, Georgia land records a Supplementary Declaration describing the property being subjected. Declarant intends to annex hereto the property contained in Declarant's land plan for the development, as amended from time to time, which property is a portion of the property described in Exhibit "B". However, inclusion of property on Declarant's land plan or in Exhibit "B" shall not obligate the Declarant to subject such property to the Declaration, nor shall exclusion of property from the initial land plan bar Declarant from subjecting such property to the Declaration. Any annexation shall be effective upon the filing for record of a Supplementary Declaration unless a later effective date is provided therein. As long as covenants applicable to the real property previously subjected to this Declaration are not changed and as long as rights of existing Owners are not adversely affected, the Declarant may unilaterally amend this Declaration to reflect the different character of any

such annexed real property. If any land is not subjected to this Declaration, Declarant's reserved rights shall not impose any obligation on Declarant 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 Declarant or any subsequent owner thereof, whether or not such uses are consistent with the covenants and restrictions imposed herein.

2.3 Other Annexation. Upon the written consent of: (a) the owner(s) thereof; (b) the Declarant; and (c) the Owners of at least two-thirds (2/3) of the Units, the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the DeKalb County, Georgia land records a Supplementary Declaration describing the property being annexed. Any such Supplementary Declaration shall be executed on behalf of the Association by the President of the Association whose signature shall be attested by the Secretary of the Association. The annexation shall be effective only upon the filing for record of such Supplementary Declaration, unless a later effective date is provided therein.

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

Article 3

Association Membership and Voting Rights

3.1 Membership. Every Person who is the record owner of a fee or undivided fee interest in any Unit that is subject to this Declaration shall 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 (1) or more Persons, shall have more than one (1) membership per Unit. Membership shall be appurtenant to and may not be separated from ownership of a Unit. The rights and privileges of membership, including the right to hold office, may be exercised by a member or the spouse of a member, but in no event shall more than one (1) Person representing a single membership hold office at the same time. This Section is not intended to prohibit the same individual from being both an officer and a director of the Association. Nothing in this Section shall restrict the number of votes cast or the number of the officers and directors appointed by the Declarant.

3.2 Voting. Members shall be entitled to one (1) vote for each Unit owned. When more than one (1) Person holds an ownership interest in a Unit, the vote for such Unit shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting or referendum. The vote attributable to a Unit shall be suspended in the event more than one (1) Person seeks to exercise it. The Board of Directors may suspend the voting rights of an Owner for any period during which any past due assessment against any Unit of the Owner remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, Bylaws, rules and regulations enacted by the Association or Architectural Guidelines, as defined in Article 6 hereof.

Article 4 Assessments

4.1 Purpose of Assessments. 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 of Units, including, without limitation, the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

4.2 Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Unit, 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) general assessments; (b) special assessments; and (c) specific assessments. All such assessments, together with late charges (in an amount equal to the greater of Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the assessment or installment not paid when due), interest (at a rate set by the Board from time to time, but not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18 %) per annum on the principal amount due) and costs of collection, including, without limitation, reasonable attorney's fees actually incurred, shall, from the time the sums become due and payable, be a charge on the land and shall be a continuing lien in favor of the Association on the Unit against which each assessment is made. The recording of this Declaration shall constitute record notice of the existence of the lien and no further recordation of any claim of lien shall be required. Each such assessment, together with such late charges, interest and costs, shall also be the personal obligation of the Person who was the Owner of the Unit at the time the assessment fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Unit, and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of the Owner shall not apply to any first Mortgagee taking title through foreclosure proceedings. No Owner may waive or otherwise be exempt from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Unit or non-use of the Common Property. No diminution or abatement of any assessment shall be claimed or allowed by reason of any failure of the Association to take some action or perform some function required to be taken or performed by the Association, 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 of collection, then to late charges, then to interest and then to delinquent assessments. As provided in O.C.G.A. Section

44-5-60(e), the obligation for the payment of assessments and fees arising hereunder shall include the costs of collection, including, without limitation, reasonable attorney's fees actually incurred, and the award of attorneys' fees shall not be construed in accordance with the provisions of O.C.G.A. Section 13-1-11(a)(2).

4.3 Budget. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year. The Board shall cause the budget and the general assessment to be levied against each Unit for the year to be delivered to each member at least thirty (30) days prior to the due date of such general assessment. The budget and the general assessment shall become effective unless disapproved at a meeting by a majority of the Total Association Vote, the Approved Builder and the Declarant. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for any period, then and until such time as a budget has been determined, as provided herein, the budget in effect shall continue.

4.4 General Assessments. General assessments shall be levied equally on all similarly situated Units and shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice for delinquents. Unless otherwise provided by the Board, the assessment shall be paid in twelve (12) equal monthly installments. General assessments include any sums the Board determines necessary for the continued ownership, operation and maintenance of the Common Property, operating expenses of the Association, payment for any items of betterment and the establishment of reserve funds as the Board shall deem proper. General assessments may also include, without limitation: (a) sums for property taxes; (b) insurance premiums; (c) legal and accounting fees; (d) management fees; (e) charges for utilities and other services provided by the Association, if any; (f) landscape maintenance; (g) costs to maintain the Community entry features, including lighting and irrigation expenses associated therewith, if any; (h) costs associated with the maintenance of the storm water drainage facilities serving the Community; (i) costs to maintain the Community garden; and (j) expenses and liabilities incurred as provided herein and in the Articles of Incorporation and Bylaws for indemnification of officers and directors and in connection with the enforcement of rights and duties of the Association against Owners and others.

4.5 Special Assessments. Except as provided in Section 8.2(b) hereof, the Association, acting through the Board of Directors, may levy a special assessment against all Owners for any unbudgeted or unanticipated expenses or expenses in excess of those budgeted in an amount no greater than the amount of the general assessment applicable to a Unit in one (1) fiscal year without a vote of the Owners. In the event the Board levies a special assessment in an amount greater than the amount of the general assessment applicable to a Unit in one (1) fiscal year, then such special assessment must be approved by two-thirds (2/3) of the Total Association Vote, Approved Builder and the Declarant to become effective. Special assessments shall be paid as determined by the Board. The Board may permit a special assessment to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

4.6 Specific Assessments. The Board shall have the power to levy specific assessments as, in its discretion, it shall deem appropriate. The failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association 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 this Declaration and the costs of maintenance performed by the Association for which the Owner is responsible shall be specific assessments. The Board of Directors may also specifically assess Owners for Association expenses as follows: (a) expenses of the Association which benefit less than all of the Units may be specifically assessed equitably among all of the Units which are benefited according to the benefit received; (b) expenses of the Association which benefit all Units, but which do not provide an equal benefit to all Units, may be assessed equitably among all Units according to the benefit received; and (c) expenses of the Association which are incurred as a result of the conduct of a particular Owner or the Occupants, guests, invitees or licensees of an Owner.

4.7 Subordination of Liens to Mortgages. Notwithstanding anything to the contrary in this Declaration or any other document related thereto or executed in connection therewith, the lien of all assessments authorized herein is hereby made subordinate to the lien of any first Mortgage placed on a Unit if, but only if, all assessments and charges with respect to such Unit authorized herein having a due date on or prior to the date of the Mortgage as filed of record have been paid. The lien hereby subordinated is only such lien as relates to assessments and charges authorized hereunder having a due date subsequent to the date such Mortgage is filed of record and prior to the satisfaction, cancellation or foreclosure of such Mortgage or the sale or transfer of the Unit pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the Unit pursuant to a sale under power contained in such Mortgage. Such subordination is merely a subordination and shall not relieve the Owner of the Unit of the personal obligation to pay all assessments coming due during such period of ownership; shall not relieve such Unit from the lien provided for herein (except to the extent a subordinated lien is extinguished as a result of such subordination as against a Mortgagee or such Mortgagee's assignee or transferee by foreclosure or by sale under power); and no sale or transfer of such Unit to the Mortgagee or to any other Person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure or pursuant to a sale under power, shall relieve any existing or previous Owner of such Unit of any personal obligation or relieve such Unit or the then Owner of such Unit from liability for any assessment authorized hereunder that becomes due after such sale and transfer.

4.8 Remedies of the Association. Any assessments or installments thereof which are not paid when due shall be delinquent. In addition to the lien rights, the personal obligation of the then Owner to pay such assessments shall remain such Owner's personal obligation and shall also pass to such Owner's successors-in-title. Such Owner shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which such Owner was obligated to pay immediately preceding the transfer; and such Owner and such successors-in-title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such Owner and such successors-in-title creating any indemnification of the Owner or any relationship of principal and surety as between themselves. Any assessment or installment

thereof delinquent for a period of more than ten (10) days shall incur a late charge (in an amount equal to the greater of Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the assessment or installment not paid when due) and interest (at a rate set by the Board of Directors from time to time, but not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principal amount due). As provided in O.C.G.A. Section 44-5-60(e), the obligation for the payment of assessments and fees arising hereunder shall include the costs of collection, including, without limitation, reasonable attorney's fees actually incurred, and the award of attorneys' fees shall not be construed in accordance with the provisions of O.C.G.A. Section 13-1-11(a)(2). The Association may cause a notice of delinquency to be given to any Owner who has not paid within ten (10) days following the due date. In the event that the assessment remains unpaid after sixty (60) days, the Association may institute suit to collect such amounts and/or to foreclose its lien. The Association may file a claim of lien with the Office of the Clerk of Superior Court of DeKalb County, Georgia, but no such claim of lien shall be required to establish or perfect the lien for unpaid assessments. Each Owner, by acceptance of a deed, vests in the Association the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the lien. The lien provided for in this Declaration shall be in favor of the Association and shall be for the benefit of all Owners. The Association shall have the power to bid on the Unit at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Association may also suspend the membership rights of the delinquent Owner, including the right to vote, the right of enjoyment in and to the Common Property (other than access to such Owner's Unit) and the right to receive and enjoy such services and other benefits as may then be provided by the Association until all assessments, costs and re-connection charges are paid in full. Any such suspension shall not affect such Owner's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent lien on such Unit in favor of the Association.

4.9 Date of Commencement of Assessments. Assessments shall commence when the Board of Directors first determines a budget and levies assessments. The assessments provided for herein shall commence as to a Unit on the date that the Unit has been improved with a dwelling for which a certificate of occupancy has been issued and has been conveyed to an owner, other than an Approved Builder, who intends to occupy the dwelling, or, if the dwelling is occupied as a residence before such conveyance, the date of such occupancy. Any Unit which has been approved by Declarant for use as a model home for marketing and sales purposes shall not be deemed to be occupied for residential purposes and shall not be subject to assessments under this Declaration whether owned by Declarant, Approved Builder or any other Person, so long as such Unit is used as a model home and is not occupied for residential purposes

4.10 Budget Deficits During Declarant Control. For so long as the Declarant has the authority to appoint the directors and officers of the Association, Declarant may, but shall not be obligated to (a) advance funds or contributions of services or materials or a combination of services and materials, rather than money (herein collectively called "in kind contribution"), or a combination of these, to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the general, special and specific assessments collected by the Association in any fiscal year (such advances shall be evidenced by promissory notes from the

Association in favor of the Declarant); or (b) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for similar loans in the local area of the Community; provided, however, no Mortgage secured by the Common Property or any of the improvements maintained by the Association shall be given in connection with such loan.

4.11 Failure to Assess. The omission or failure of the Board to fix the assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

4.12 Estoppel Letter. Any Owner, Mortgagee of a Unit, Person having executed a contract for the purchase of a Unit, or lender considering the loan of funds to be secured by a Unit shall be entitled upon request to a statement from the Association or its management agent setting forth the amount of Assessments past due and unpaid together with any penalties and interest applicable thereto against that Unit. Such request shall be in writing, shall be delivered to the registered office of the Association, and shall state an address to which the statement is to be directed. The information specified in such statement shall be binding upon the Association and upon every Unit Owner. The Association shall respond to such request within five (5) business days of receipt thereof and may, as a prerequisite to the issuance of such a statement, charge a reasonable fee not to exceed Ten and No/100 Dollars (\$10.00) or such higher amount as may be authorized under the law. The intent of the foregoing is to comply with O.C.G.A Section 44-14-15(c), as amended.

4.13 Working Capital Contribution. Upon each and every sale of a Unit after it has been improved with a residence for which a certificate of occupancy has been issued, a working capital contribution in an amount determined by the Board from time to time, but not to exceed the amount of the general assessment applicable to the Unit for the year of such conveyance, shall be collected from the new Owner at the closing of such transaction and disbursed to the Association; or if not collected at closing, shall be paid immediately upon demand to the Association.

The working capital contribution shall constitute a specific assessment against the Unit, shall be in addition to, not in lieu of, the general assessment and shall not be considered an advance payment of such assessment. The working capital contribution may be used by the Association for any purpose which provides a direct benefit to the Community, including, without limitation, for the payment of operating expenses of the Association and other expenses incurred by the Association pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the working capital contribution shall not apply to the holder of any first Mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage, but shall apply to the Owner acquiring title to the Unit from the foreclosing Mortgagee.

Article 5
Maintenance; Common Property

5.1 Association's Maintenance Responsibility. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair and replacement of all landscaping and improvements situated on the Common Property. The Association shall also maintain (whether or not constituting Common Property) the following: (a) all entry features and entry area landscaping serving the Community, including, without limitation, any irrigation system and/or electric system providing water and/or electricity to such entry features, if any; (b) exterior lighting serving the Community; provided, however, each Owner of a Unit shall be responsible for the maintenance, repair and replacement of any exterior lighting attached to, exclusively serving or located on the residential dwelling on such Unit; (c) retaining walls, perimeter walls and fencing in the Community, as the same may be identified on the recorded subdivision plat for the Community; (d) all pipes, utility lines, wires, plumbing, conduits and systems that serve more than one (1) Unit or any portion of the Common Property, if and to the extent the same are not maintained on an ongoing basis by a governmental authority or third party; (e) the private alleyways serving the Community; (f) the Community garden; (g) landscaping in the Community as provided in Section 5.4 hereof; and (h) storm water drainage facilities serving the Community, including, without limitation, the off-site underground storm water drainage line and related appurtenances installed by Declarant pursuant to the Drainage Easements, in accordance with the Stormwater Operation and Maintenance Plan; provided, however, each Owner of a Unit, and not the Association shall be responsible for all storm water drainage pipes, wires, lines and conduits which exclusively serve such Unit.

In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, regardless of whether such property is located within or outside of the Community, where the Board has determined that such action would benefit the Owners. In addition to the foregoing, the Board, with the consent of the Declarant and without the consent of the members, may enter into easements and covenant to share costs agreements regarding such property where the Board has determined that such action would benefit the Owners. The Board of Directors may authorize the officers of the Association to enter into contracts with any Person or Persons to perform maintenance hereunder on behalf of the Association. 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, or the Occupants, family, guests, lessees or invitees of an Owner, then the Association may perform such maintenance, repair or replacement and all costs thereof, not paid for by insurance, shall be assessed against the Owner as a specific assessment. All maintenance performed by the Association shall be consistent with the Community-Wide Standard.

5.2 Unit Maintenance.

(a) General. All maintenance of the Unit and all structures and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Unit in a manner consistent with the Community-Wide Standard and this Declaration. Such maintenance

obligation shall include, without limitation, the maintenance, repair and replacement of the following: (a) exterior surfaces of garage doors, if any; (b) the roof decking and shingles or other covering and surface materials on Units; (c) all downspouts and gutters; (d) any stairway which exclusively serves a single Unit; (e) all exterior building surfaces, including, without limitation, the periodic painting and pressure washing of any siding and the pressure washing of any exterior surface of a Unit; (f) the prompt removal of all litter, trash, refuse, and waste; (g) keeping improvements, and exterior lighting in good repair and working order; (h) complying with all governmental health and police requirements; (i) repair of exterior damage to improvements; (j) any HVAC or similar equipment located outside the Units; and (k) any pipe(s), wire(s), conduit(s), utility lines, plumbing and systems, including without limitation, water and sanitary sewer pipes or facilities which serve only the Unit, regardless of whether said pipe(s), wire(s), conduit(s), utility line(s), plumbing or water and sanitary sewer pipes are located within or outside of a Unit's boundaries.

(b) Failure to Maintain. In the event that the Board of Directors determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair or replacement of items for which such Owner 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, repair or replacement deemed necessary. The Owner shall have ten (10) 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 ten-day period, to commence such work which shall be completed within a reasonable period of time. If any Owner fails to comply with the provisions hereof, the Association may provide any such maintenance, repair or replacement to the Unit and all costs thereof shall be assessed against the Owner and the Unit as a specific assessment. This Section shall not apply to any Units owned by the Declarant unless improved with a dwelling and occupied as a residence.

5.3 Party Walls. Each wall built as part of the original construction of the dwellings located on Units which shall serve and separate any two (2) adjoining Units and the dwellings located thereon shall constitute a party wall 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 negligent or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal proportions. If a party wall is destroyed or damaged by fire or other casualty, then any Owner who has benefited by the wall may restore it, and the other Owner who is benefited by the wall shall contribute one-half of the cost of restoration, without prejudice, however, to the right of any Owner to call for a larger contribution from any other Owner under any rule of law regarding liability for negligent or willful acts or omissions.

5.4 Landscaping Maintenance. Except as may be otherwise determined by the Board as provided herein, the Association shall maintain and keep in good repair the landscaping improvements located on the exterior portions of the Community (whether or not constituting Common Property), including, without limitation, courtyards, green space, and open space. Such

maintenance shall be performed at a level to be determined in the sole discretion of the Board. The Board of Directors in its sole discretion may leave portions of the Community as undisturbed natural areas and may change the landscaping in the Community at any time and from time to time. Owners shall not add, remove or modify trees, shrubs, bushes, plants or other vegetation to the exterior portions of the Community maintained by the Association without prior written approval pursuant to Article 6 hereof or otherwise as specifically authorized in the Architectural Guidelines (as defined below), if any. The Board of Directors may promulgate rules setting forth the extent of landscaping maintenance to be performed by the Association and the rights of Owners with respect to adding or modifying landscaping improvements, including, for example allowing seasonal flowering plants in certain areas of the Community at the expense of the Owner. Landscaping improvements installed by the Owner in accordance with the provisions of this Declaration shall become the property of the Association. Any exterior landscaping improvements, whether originally installed by an Owner or the Association or in the initial development of the Community, may, at the sole discretion of the Board of Directors, be removed from the Community. The costs associated with removing any trees, shrubs, bushes, plants or other vegetation installed by an Owner in violation of this Section may be assessed against the Owner and the Lot as a specific assessment pursuant to this Declaration.

5.5 Community Garden. The Association, Declarant, or Approved Builder with the consent of Declarant, shall have the right, but not the obligation, to designate a portion of the Common Property to be used as a community garden. The use of the community garden shall be subject to such reasonable rules and regulations as may be adopted or promulgated by the Board, which may include, but shall not be limited to, rules and regulations regulating: (a) the types of plants, vegetables and/or fruits permitted to be grown in the community garden; (b) the types of gardening methods permitted; (c) the use of fertilizers, pesticides, herbicides and rodenticides; (d) the use of the Association's water in watering the community garden; (e) the hours in which the community garden may be used and/or accessed; (f) the maintenance and clean-up of plots in the community garden; and (g) the use of the Association's garden tools or supplies, if any. The Association shall have the right to provide for the exclusive use and enjoyment of the community garden at certain designated times by authorized users and their guests and invitees. The community garden shall be kept attractive and free of weeds, diseased plants, insect-infested plants and over-ripe vegetables. The Association shall also have the right to assign plots within the community garden to individual Owners for their exclusive use and enjoyment of such assigned plots. The Declarant, Approved Builder with the consent of Declarant, or the Board may terminate use of the community garden entirely at any time, and no property rights of any kind are created hereby.

5.6 Conveyance of Common Property by Declarant to Association; No Implied Rights. Declarant, Approved Builder with the consent of the Declarant, or the owner of the property with the consent of the Declarant, may transfer or convey to the Association, at any time and from time to time, any personal property and any interest in improved or unimproved real property. Such conveyance shall be deemed to be accepted by the Association upon delivery of any personal property or upon recordation of an instrument of conveyance of any interest in real property, and the property shall thereafter be Common Property to be used and, if and as provided in Section 5.1 hereof, maintained by the Association for the benefit of its members. So

long as Declarant owns any property primarily for development and/or sale in the Community or Declarant has the right unilaterally to annex additional property to the Declaration, Declarant may, upon written notice to the Association, require the reconveyance by the Association to Declarant or such Approved Builder, as the case may be, of all or any portion of the Common Property, improved or unimproved, at no charge to Declarant or such Approved Builder, without a vote of the members of the Association, if all or a portion of the Common Property is: (a) found by Declarant to have been conveyed in error; (b) needed by Declarant or an Approved Builder with consent of Declarant to make adjustments in property boundary lines; or (c) reasonably determined by Declarant to be needed by Declarant or an Approved Builder with consent of the Declarant due to changes in the overall scheme of development for the Community.

The Association hereby constitutes and appoints Declarant as its agent and attorney-in-fact to accept/make on behalf of the Association any such conveyance and reconveyances and to execute on behalf of the Association any and all documents, including, without limitation, deeds, necessary or convenient to effectuate and document any such conveyances and reconveyances, and all acts of such attorney-in-fact are hereby ratified. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise. The Declarant or such Approved Builder shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section and shall have no duty or obligation to convey any property or property rights to the Association regardless of whether or not any such property has been made available for the use of Owners. The Declarant or an Approved Builder with consent of Declarant may reserve, by lease, license, easement or otherwise, such rights of use and enjoyment in and to all or any portion of the property so conveyed as Declarant or such Approved Builder may reasonably require so long as such reservation is not materially inconsistent with the overall scheme of development for the Community. Neither the recordation of any subdivision plat nor the use by the Owners or maintenance by the Association of any property shall create any rights, easements or licenses, in the Association or the Owners, express or implied, unless and until any such property rights, easements or licenses are conveyed by the Declarant or such Approved Builder, as the case may be, or the owner of such property, to the Association or the Owners, as the case may be, by an instrument recorded in the Office of the Clerk of Superior Court of DeKalb County, Georgia.

5.7 Partition. The Common Property shall remain undivided and no Owner 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 limited to, the Units.

5.8 Condemnation. In the event of a taking by eminent domain of any portion of the Common Property on which improvements have been constructed, the Association shall, if reasonably possible, restore or replace such improvements so taken on the remaining Common Property, unless within sixty (60) days after such taking, an alternative plan is approved by at least seventy five percent (75%) of the Total Association Vote, Approved Builder and the Declarant. The provisions of this Declaration applicable to replacement or restoration of

damaged improvements on the Common Property shall also apply to and govern the actions to be taken in the event that the improvements are not restored or replaced after a condemnation.

5.9 Liability. Owners, Occupants and their guests shall use the Common Property and all portions of the Community not contained within a Unit at their own risk and shall assume sole responsibility for their personal belongings used or stored thereon. The Association, the Declarant, Approved Builder and their respective officers, directors, employees, representatives and agents shall not be held liable for personal injury to any person, nor for loss or damage to personal belongings used or stored on the Common Property or any other portion of the Community. All Owners and Occupants shall have an affirmative duty and responsibility to inspect the Common Property for any defects, perils or other unsafe conditions relating to the use and enjoyment thereof. The Association, the Declarant, Approved Builder and their respective officers, directors, employees, representatives and agents shall not be liable for injury or damage to any Person or property (a) caused by the elements or by an Owner or any other Person, (b) resulting from any rain or other surface water which may leak or flow from any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, or (c) caused by any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association, the Declarant, Approved Builder or their respective officers, directors, employees, representatives and agents be liable to any Owner or Occupant for loss or damage, by theft or otherwise, of any property of such Owner or Occupant.

5.10 Measures Related to Insurance Coverage.

(a) The Board of Directors shall have the authority to require all or any Unit Owner(s) to do any act or perform any work involving portions of the Community that are the maintenance responsibility of the Unit Owner which will, in the Board's sole discretion, decrease the possibility of fire or other damage to any improvements located in the Community, reduce the insurance premium paid by the Association for any insurance coverage, or otherwise assist the Board in procuring or maintaining such insurance coverage. This authority shall include, but need not be limited to requiring all Owners to: (i) turn off cut-off valves, which may now or hereafter be installed, during winter months for outside water spigots; (ii) insulate pipes sufficiently or take other preventive measures to prevent the freezing of water pipes; (iii) install smoke detectors; (iv) make improvements to the Owner's Unit; and (v) take such other measures as the Board may reasonable require, so long as the cost of such work does not exceed the amount of the annual general assessment applicable to the Unit in any twelve (12) month period.

(b) In addition to, and not in limitation of, any other rights the Association may have, if any Unit Owner does not comply with any reasonable requirement made by the Board pursuant to Section 5.9(a) above, the Association, upon fifteen (15) days' written notice (during which period the Unit Owner may perform the required act or work without further liability), may perform such required act or work at the Unit Owner's sole cost and expense. Such cost shall be a specific assessment and a lien against the Unit and shall be collected as provided herein for the collection of assessments. The Association shall have all rights necessary to

implement the requirements mandated by the Board pursuant to Section 5.9(a) above, including, but not limited to, a right of entry during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit, except that access may be had at any time without notice in an emergency situation.

Article 6 Architectural Standards

6.1 General. No exterior construction, alteration or addition of any improvements of any nature whatsoever (including, without limitation, staking, clearing, excavating, grading, filling, construction of impervious surfaces, building, exterior alteration of existing improvements, changing the exterior color of any existing improvement and planting and removing landscaping materials), shall be commenced or placed upon any part of the Community unless, installed by the Declarant or an affiliate of the Declarant, approved in accordance with this Article, or otherwise expressly permitted under this Declaration. Any Owner may remodel, paint or redecorate the interior of structures on the Unit without approval hereunder. However, modifications to the interior of balconies and similar portions of a structure visible from outside the Unit shall be subject to approval. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. An Approved Builder may submit its standard plans for approval hereunder, which approval will not be unreasonably withheld, and thereafter no further approval shall be required under this Article for such Approved Builder to construct improvements on Units consistent with the approved standard plans. This Article shall not apply to the activities of the Declarant or Approved Builder (except as provided above), their affiliates, nor to improvements to the Common Property made by or on behalf of the Association. This Article may not be amended without the written consent of the Declarant until: (a) the Declarant no longer owns any property in the Community and no longer has the right to unilaterally annex additional property to the Community; and (b) each Unit has been improved with a dwelling for which a certificate of occupancy has been issued.

6.2 Guidelines and Procedures. Except as provided above or as specifically articulated in the Architectural Guidelines as defined in Section 6.3 hereof, no exterior construction, addition or alteration shall be made unless and until plans and specifications shall have been submitted in writing to and approved by the Declarant. Such plans and specifications shall be of sufficient detail to allow the Declarant to make its review and to the extent required by the Declarant shall show the nature, kind, shape, height, materials and location of the proposed improvement. The Declarant shall be the sole arbiter of such plans and may withhold approval for any reason, including, without limitation, purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. If the Declarant fails to approve or to disapprove submitted plans and specifications within thirty (30) days after receipt of all required plans and specifications, such approval shall be deemed to have been given. If construction does not commence on a project for which plans have been approved within twelve (12) months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the plans to the Declarant for reconsideration.

As a condition of approval under this Article, each Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance to and on any improvement, change, modification, addition or alteration. In the discretion of the Declarant, an Owner may be required to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successors-in-interest. The Declarant and its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property in the Community to determine whether or not these restrictive covenants have been or are being complied with. Such Persons shall not be deemed guilty of trespass by reason of such entry; provided, however, nothing in this paragraph shall be construed as permitting entry into any single family dwelling located on a Unit without the consent of the Owner

6.3 Architectural Guidelines. The Declarant may adopt written architectural guidelines ("Architectural Guidelines") and application and review procedures, which may provide for a review fee. The Declarant shall have sole and full authority to prepare and to amend, from time to time at its sole discretion and without notice, the Architectural Guidelines. In the event Declarant modifies, expands or repeals all or any portion of the Architectural Guidelines, said new Architectural Guidelines shall be distributed to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled or modified by a majority of the Total Association Vote and the Declarant. The Declarant shall make the Architectural Guidelines available to Owners and Occupants who seek to engage in construction upon all or any portion of the Community and such Owners and Occupants shall conduct their operations strictly in accordance therewith and with the provisions of this Article 6.

6.4 Limitation of Liability. Plans and specifications are not approved for engineering or structural design, quality of materials or for compliance with applicable building codes, permitting requirements, zoning conditions or other local laws and ordinances governing construction in the Community and by approving such plans and specifications the Declarant assumes no liability or responsibility therefor or for any defect in any structure constructed from such plans and specifications or for any violation of building codes, permitting requirements or any other violation of laws and ordinances governing construction in the Community. Neither Declarant, Approved Builder, the Association, nor their officers, directors, members, employees and agents shall be liable in damages to anyone submitting plans and specifications to any of them for approval or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans and specifications and every Owner agrees that such Person or Owner will not bring any action or suit against Declarant, Approved Builder, the Association or their officers, directors, members, employees and agents to recover any damages and hereby releases, remises, quitclaims and covenants not to sue for all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

6.5 No Waiver. The approval of the Declarant of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Declarant, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications or drawings or matters whatever subsequently or additionally submitted for approval or consent.

6.6 Variances. Notwithstanding anything to the contrary contained herein, the Declarant shall be authorized to grant individual variances from any of the provisions of this Declaration and the Architectural Guidelines, if any, if it determines that waiver of application or enforcement of the provision in a particular case is dictated by unique circumstances, such as, but not limited to, topography, natural obstructions, hardship, aesthetic considerations or environmental considerations. No variance issued by the Declarant shall: (a) be effective unless in writing; (b) be inconsistent with the overall scheme of development for the Community; or (c) estop the Declarant from denying a variance in other similar circumstances. For purposes of this provision, the inability to obtain approval of any governmental agency or the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

6.7 Enforcement. Any structure, improvement or landscaping improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Declarant, Owners shall, at their own cost and expense, remove such nonconforming structure or improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Declarant and its agents shall have the right to enter the property, remove the nonconforming structure or improvement, and restore the property to substantially the same condition as previously existed. All costs, including, without limitation, reasonable attorney's fees actually incurred, may be assessed against the Unit as a specific assessment. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Architectural Guidelines may be excluded by the Declarant from the Community, subject to any applicable notice and hearing procedures contained in the Bylaws. The Declarant, the Association nor their officers, directors, members, employees and agents shall not be held liable to any Person for exercising the rights granted by this Section, including, without limitation, claims for damages resulting from the removal of the nonconforming structure or improvement in accordance with the procedure herein. In addition to any other remedies available to the Declarant, in the event of noncompliance with this Article, the Declarant may record in the appropriate land records a notice of violation hereunder naming the violating Owner. In addition to the foregoing, the Declarant shall have the authority and standing to pursue any and all remedies available at law and equity to enforce the provisions of this Article, including, without limitation, the right to levy and collect fines as provided herein and the Bylaws.

6.8 Architectural Review by Declarant. Until: (a) the Declarant no longer owns any property in the Community and no longer has the right to unilaterally annex additional property to the Community; and (b) each Unit has been improved with a dwelling for which a certificate of occupancy has been issued, the Declarant shall have the sole right, power and authority under this Article. Notwithstanding the foregoing, the Declarant may in its sole discretion relinquish

architectural control as to certain types of improvements or modifications to the Board of Directors while retaining control over all other building and construction in the Community; provided, however, any right, power or authority of the Declarant which may be relinquished to the Association prior to the termination of the rights of Declarant hereunder shall only be by a written instrument executed by Declarant and recorded in the DeKalb County, Georgia land records and no such right, power or authority shall be relinquished by implication or otherwise. For example and without limitation, the Declarant may relinquish control over modifications of existing structures to the Board of Directors while retaining all authority to review and approve new home construction. Upon the surrender in writing of all or a portion of such right and authority, the Board of Directors shall then have such jurisdiction over architectural control under this Article as may have been relinquished by the Declarant. The establishment of an advisory architectural review committee shall not be deemed to be a relinquishment by Declarant of any of its right, power and authority hereunder.

After the termination of all rights of Declarant hereunder, the Board of Directors shall have all right, power and authority to review and approve all building and construction activity within the Community and this Article shall then be read and interpreted as if any reference to the authority of or action by the Declarant in this Article 6 were a reference to the authority of or action by the Board of Directors. The Board of Directors may, but shall have no obligation to, establish an architectural control committee ("ARC"), which shall then have such rights, powers and authority as may be granted to it by the Board of Directors. The Board of Directors may grant to the ARC all of its rights, powers and authorities hereunder, or may grant the ARC such limited rights as it deems appropriate in its sole discretion. In the event that all or any portion of such rights, powers and authorities are granted to an ARC, this Article or portions thereof, as appropriate, shall then be read and interpreted as if any reference to the authority of or action by the Declarant in this Article 6 were a reference to the ARC. Notwithstanding anything herein to the contrary, the Board of Directors shall have the sole right and authority to appoint and remove members of the ARC.

Article 7 Use Restrictions and Rules

7.1 Rules and Regulations. The Board of Directors may, from time to time, with the consent of Declarant and without a vote of the members, promulgate, modify or delete reasonable rules and regulations applicable to the Community. Such rules and regulations 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 until and unless overruled, canceled or modified by a majority of the Total Association Vote and the consent of Declarant.

7.2 Residential Use. Each Unit shall be used for residential purposes exclusively, except that the commercial/office component of a Live/Work Unit may be used for non-residential purposes as provided in Section 7.3 hereof. Leasing of a Unit for residential occupancy shall not be considered a business or business activity. No trade or business of any kind may be conducted in or from a Unit, except that the Owner or Occupant residing at the Unit may conduct business activities within the house so long as the business activity: (a) does not otherwise

violate the provisions of the Declaration, Bylaws or rules and regulations of the Association; (b) is not apparent or detectable by sight, sound or smell from the exterior of the Unit; (c) does not unduly increase traffic flow or parking congestion; (d) conforms to all zoning requirements for the Community; (e) does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; (f) is consistent with the residential character of the Community; (g) does not constitute a nuisance or a hazardous or offensive use; (h) does not threaten the security or safety of other residents of the Community; and (i) does not involve door-to-door solicitation within the Community, all as may be determined in each case in the sole discretion of the Board of Directors. The Board may issue rules regarding permitted business activities. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) the activity is engaged in full or part-time; (y) the activity is intended to or does generate a profit; or (z) a license is required for the activity. Nothing in this Section 7.2 shall prohibit the Declarant or Approved Builder from maintaining model homes or sales offices on one or more Units in the Community.

7.3 Live/Work Units. No portion of a Live/Work Unit may be sold and/or leased separately and the commercial and residential components of a Live/Work Unit must be occupied by the same Owners and/or Occupants. The residential component of a Live/Work Unit shall be used for residential purposes pursuant to Section 7.2 above. The commercial/office component of a Live/Work Unit may be used for commercial or business uses permitted by applicable zoning ordinances and use restrictions; provided, however, such commercial or business uses shall not: (a) constitute a nuisance, hazardous or offensive use, or threaten the security or safety of other Owners or Occupants in the Community, as may be determined in the reasonable discretion of the Board; (b) generate vehicular traffic which interferes with residential traffic circulation in the Community; or (c) generate external noise, odor, glare, vibration or electrical interference detectable to the normal sensory perception by adjacent neighbors. Except as otherwise provided for herein, no client, customer, supplier, or other business invitee of the Live/Work Unit shall have access, ingress, or egress to or through any portion of the Community except for the Live/Work Unit and such portions of the Common Property which provide access to the Live/Work Unit.

(a) Prohibited Uses. Notwithstanding anything to the contrary stated herein, no part of a Live/Work Unit shall be used for any of the following purposes:

- (i) cinema/movie theaters;
- (ii) video game centers, pool halls, amusement arcades or galleries, bowling alleys, skating rinks, shooting galleries, or other similar establishments within which arcade games and activities are offered as the establishment's primary activity;
- (iii) sales, repair or maintenance of vehicles, including automobiles, boats,

motorcycles, aircraft, trucks or recreational vehicles;

(iv) tattoo parlors, body piercing shops, and any shops offering or promoting illegal drug paraphernalia or items intended for or commonly associated with the use of illegal drugs;

(v) the retail sale of food and/or beverages with customers arriving on-site;

(vi) massage parlor or facility that hosts obscene, nude or semi-nude live performances;

(vii) adult entertainment store where obscene, pornographic or "adult" materials or paraphernalia, including, but not limited to, movies, films, videos, magazines, devises, or other related items are sold, rented or displayed;

(viii) carpet cleaning, laundries and dry cleaning establishments;

(ix) retail pet shops;

(x) veterinary hospitals or animal raising, breeding, or care facilities;

(xi) funeral parlors, crematoriums or mortuaries;

(xii) entertainment, drinking and public eating establishments;

(xiii) furniture sales;

(xiv) manufacturing or industrial operations;

(xv) medical, dental and chiropractic clinics; and

(xvi) businesses that involve the storage or distribution of prescription drugs.

(b) Permitted Uses. Notwithstanding the foregoing, the commercial component of a Live/Work Unit may be used for any of the following purposes, subject to any restrictions, conditions and/or limitations set forth in the Commercial Use Guidelines (as such term is defined herein):

(i) retail shops catering to neighborhood trade, including, antique shops, tailor shops, barber and beauty shops, shoe repair, jewelry, florist, hobby, locksmith, opticians and optical shop and similar sales and service establishments;

(ii) business or professional offices;

(iii) insurance and real estate agencies;

- (iii) art studios, dance and photo studios, health and conditioning studios; and
- (iv) any use approved under subsection (c) below.

(c) Proposed Uses. Any proposed use of the commercial component of the Live/Work Unit that is not prohibited in subsection (a) above but is not specified in subsection (b) above, shall be submitted for the review, consideration and approval or disapproval of the Board of Directors. The Board of Directors shall have the right to approve or disapprove a proposed use in its sole discretion and impose restrictions, conditions and/or limitations on proposed uses, including, without limitation, restrictions limiting the business hours of operation and the number of employees permitted to work at the Live/Work Unit. Upon the Board's approval of a proposed use in accordance with this Section ("Approved Use"), an Owner may use the commercial component of the Live/Work Unit for such Approved Use subject to any conditions or limitations imposed by the Board in accordance with this Section, the covenants and conditions of this Declaration, the Commercial Use Guidelines (as such term is defined herein), if any, and any additional rules and regulations of the Association. Notwithstanding the foregoing, an Approved Use shall automatically terminate upon: (i) the sale or transfer of the Live/Work Unit to a third party (excluding sales or transfers to an Owner's spouse); or (ii) discontinuance of the Approved Use by the Owner and/or Occupant of the Live/Work Unit. Once an Approved Use has been terminated, an Owner must reapply and receive authorization from the Board to use the commercial component of the Live/Work Unit for such purpose.

(d) Commercial Use Guidelines. The Board may adopt commercial use guidelines ("Commercial Use Guidelines") and application and review procedures. The Commercial Use Guidelines may impose restrictions, conditions and/or limitations on the use of the commercial component of the Live/Work Unit, including, without limitation, restrictions limiting the business hours of operation and the number of employees permitted to work at the Live/Work Unit. The Board of Directors shall have authority to prepare and to amend, from time to time at its sole discretion and without notice, the Commercial Use Guidelines. The Commercial Use Guidelines and any amendments thereto shall be provided to all Owners and Occupants of Live/Work Units prior to the date they are to become effective and shall thereafter be binding on all Owners and Occupants of Live/Work Units; provided, however, any amendment to the Commercial Use Guidelines that imposes a greater restriction on the current use of a Live/Work Unit shall not be enforced unless agreed to in writing by the Owner of the affected Live/Work Unit at the time such restriction was adopted.

7.4 Signs. No sign of any kind shall be erected or displayed within the Community without prior written approval under Article 6 hereof; provided, however, the following signs may be erected on any Unit without approval: (a) for-sale signs and security signs not larger than 18-inches by 18-inches which are consistent with the Community-Wide Standard; (b) signs required by legal proceedings; (c) one (1) "life event" sign commemorating a birth, graduation, or similar life event may be placed on a Unit for a period not to exceed seven (7) days from the date of the event; and (d) such other signs as may be permitted under the Architectural Guidelines. Notwithstanding the foregoing, the Board, on behalf of the Association, the

Declarant, and an Approved Builder with the consent of Declarant shall have the right to install reasonable and appropriate signs in the Community which may include, without limitation, marketing and sales signs relating to the construction and sales of Units. The Board of Directors shall have the right to adopt reasonable rules and regulations governing the display and placement of signs in the Community, including, without limitation, imposing reasonable time, place and manner restrictions. The Board or Declarant may impose a fine of One Hundred Fifty and No/100 Dollars (\$150.00) per day for the display of any sign which violates this provision and is not removed within twenty-four (24) hours after written demand is delivered to the Owner at that Unit. Notwithstanding anything to the contrary herein, the provisions of this Section shall not apply to any Mortgagee in possession due to foreclosure of a first Mortgage or as grantee pursuant to any deed in lieu of such foreclosure.

7.5 Vehicles; Parking.

(a) General. Vehicles shall be parked only in appropriate parking spaces serving the Unit or other designated parking areas established by the Board, if any. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go carts, golf carts, trucks, campers, buses, vans and automobiles. The term "parking areas serving a Unit" shall refer to the number of garage parking spaces and such other areas as may be designated by the Board, if any.

(b) Garages. All homes shall contain a garage; carports shall not be permitted. Garage doors should be kept closed at all times, except during times of ingress and egress from the garage. Garages shall be used primarily for the parking of vehicles and not for storage or other purposes. Garages shall not be converted to additional living space except with written permission pursuant to Article 6 hereof. All parking shall be subject to such other rules and regulations as the Board may adopt from time to time.

(c) Disabled and Stored Vehicles. No vehicle may be left upon any portion of the Community, except in a garage or other area designated by the Board, if any, for a period longer than five (5) days if it is not licensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such five-day period, such vehicle may be removed from the Community by the Board of Directors or the appropriate authority of DeKalb County. Any towed vehicle, boat, personal watercraft, recreational vehicle, motor home, trailer, motorcycle, minibike, scooter, go cart, golf cart, commercial truck, camper, bus or mobile home regularly stored in the Community or temporarily kept in the Community, except if kept in a garage, for periods longer than twenty-four (24) hours may be removed from the Community by the Board of Directors (the temporary removal of such vehicle to break the continuity of the twenty-four (24) period shall not be sufficient to establish compliance with this restriction). Trucks with mounted campers which are used as a primary means of transportation shall not be considered recreational vehicles provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal. No eighteen wheel trucks or the cabs of such trucks or trucks with a load capacity in excess of three-quarters of a ton shall be parked, kept or stored within the Community except during the time reasonably necessary to provide service to or make a delivery within the Community.

(d) Commercial Vehicles. The term "commercial vehicles" as used herein, shall include, without limitation, any vehicle which bears any indicia of commercial use, including, but not limited to, writing, logos, ladders, ladder racks, signage of a commercial or business nature or vehicles which are not primarily used for the transportation of passengers. Commercial vehicles shall not be permitted in the Community, except if kept in a garage; provided however, construction, service, and delivery vehicles shall be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery within the Community.

(e) Remedies of Association for Noncompliance. If any vehicle is parked on any portion of the Common Property, including the private streets in the Community, in violation of this Section or in violation of the Association's rules and regulations, the Board or agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of the person or entity that will do the towing and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the Board or agent of the Association may have the vehicle towed in accordance with the notice, without further notice to the Owner or user of the vehicle. If a vehicle is parked on a private Community driveway or street such that it is blocking another vehicle or access to a Unit, is obstructing the flow of traffic, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately.

If a vehicle is towed in accordance with this Section, the Declarant, its affiliates, the Association and its affiliates, and any director, officer, employee or agent of any of the foregoing, shall not be liable to any Person for any claim of damage as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

(f) Declarant Exemption. Notwithstanding anything to the contrary in this Section 7.5, the Declarant, and their respective agents, subcontractors and assigns shall have the right, during regular business hours, to park vehicles on any and all streets within the Community as needed in order to facilitate the construction, development and build out of the Community.

(g) Approved Builder Exemption. Notwithstanding anything to the contrary in this Section 7.5, the Approved Builder, and their respective agents, subcontractors and assigns shall have the right, during regular business hours, to park vehicles on any and all streets within the Community as needed in order to facilitate the construction, development and build out of the Community; provided, however, Approved Builder shall, to the extent possible, park any and all vehicles in a manner and in a location which will minimize disruption to existing Owners and Occupants in the Community.

7.6 Animals and Pets. No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any Unit, with the exception of dogs, cats or other usual and common household pets in reasonable number as determined by the Board from time to time. No pets shall be kept, bred or maintained for any commercial purpose. No dog runs, runners or exterior pens for household pets shall be erected or maintained on any Unit unless approved in accordance with the provisions of Article 6 hereof. Dogs shall at all times when outside of a Unit be kept on a leash or otherwise under the physical control of a responsible person. All Owners must control their pets at all times, whether or not such Owner is present, in a manner that will prevent any pet from: (a) making noise at objectionable sound levels for extended periods of time, whether continuously or intermittently; (b) endangering the health or safety of other Owners, their families, guests or invitees or creating fear in other Owners as to the safety of themselves, their families, guests or invitees; or (c) otherwise constituting a nuisance or inconvenience to the Owner(s) or Occupant(s) of any other Unit; all of the foregoing as determined by the Association in its sole discretion. The Association may require that an Owner remove any animal that presents an actual threat to the health or safety of residents and require abatement of any nuisance or unreasonable source of annoyance. In the event that an Owner fails to remove an animal as provided herein, the Association shall have the right to institute legal action to have the animal removed and all costs associated therewith shall be a specific assessment against the Unit of such Owner.

All pets shall be registered, licensed and inoculated if and as required by law. Animal control authorities shall be permitted to enter the Community to patrol and remove unlicensed pets. Animal waste deposited in the Community must be removed by the owner of the animal or the person responsible for the animal. The Association may adopt reasonable rules and regulations designed to minimize damage and disturbance to other Owners and Occupants, including regulations requiring damage deposits, waste removal, leash controls, noise controls, and occupancy limits based on the size and facilities of the Unit.

7.7 Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on a Unit. 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 Unit 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. No plants, animals, device or thing of any sort shall be maintained in the Community whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Community by other Owners and Occupants. Without limiting the generality of the foregoing, no horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, screaming, shouting, excessively loud talking, fighting, raucous behavior, insobriety, playing loud music or television, use of any alarm, equipment, or device, mechanical or otherwise which creates or produces excessively loud sounds or any vibrations, or any conduct which creates any

noxious or offensive odors outside a home shall be permitted, located, used or placed on any Unit, or any portion thereof. The inconvenience complained of shall not be fanciful, or such as would affect only one of fastidious taste, but it shall be such as would affect an ordinary, reasonable person as determined in a particular instance by the Board. Notwithstanding anything to the contrary herein, each Owner and Occupant acknowledges that the Declarant and Approved Builder and their respective agents may engage in construction activities on one or more Units in the Community or on property located adjacent to the Community and such Owner and Occupant further agree that such construction activities shall not be deemed a nuisance as provided herein.

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

7.9 Antennae. No exterior antenna, receiving dish or similar apparatus of any kind for receiving or transmitting audio or video signals shall be placed, allowed or maintained upon any portion of the Community, including any Unit, unless approved in accordance with the provisions of Article 6 hereof; provided, however, no such approval shall be necessary to install: (a) antennas designed to receive direct broadcast satellite services, including direct-to-home satellite services or to receive or transmit fixed wireless signals via satellite, that are one meter or less in diameter; (b) antennas designed to receive video programming services via multi-point distribution services or to receive or transmit fixed wireless signals other than via satellite that are one meter or less in diameter or diagonal measurement; or (c) antennas that are designed and intended to receive television broadcast signals. Owners shall install any permitted antennae on the rear of the dwelling located on a Unit unless such installation: (i) imposes unreasonable delay or prevents the use of the antennae; (ii) unreasonably increases the cost of installation; or (iii) an acceptable quality signal cannot otherwise be obtained.

7.10 Firearms and Fireworks. The discharge of firearms or fireworks within the Community is prohibited. The term "firearms" includes, but is not limited to, "B-B" guns, pellet guns, archery equipment and firearms of all types, regardless of size. The term "fireworks" shall include, but not be limited to, those items as listed in O.C.G.A. Section 25-10-1, as amended.

7.11 Fences. No fence or fencing type barrier of any kind shall be placed, erected, allowed or maintained upon any Unit unless the same has been approved under Article 6 hereof; provided, however, the Declarant, an Approved Builder and the Association may erect any type of fence on the Common Property or elsewhere within the Community as they may deem appropriate or as necessary to satisfy the requirements of any law, regulation or governmental entity or for the health and safety of Owners and Occupants. Only fences which allow access from an unlocked gate from both sides of the Unit shall be approved and under no circumstances shall a chain link or barbed wire fence be erected.

7.12 Air-Conditioning Units. No window air conditioning units may be installed.

7.13 Lighting and Display. Exterior lighting on any Unit visible from the street shall not be permitted, except for: (a) approved lighting as originally installed on a Unit; (b) one decorative post light; (c) seasonal decorative lights for a period of thirty (30) days from the date of installation; (d) front house illumination of model homes; or (e) other lighting approved under and pursuant to Article 6 hereof or as may be otherwise permitted as provided in the Architectural Guidelines. Religious or holiday symbols and decorations may be displayed on a Unit of the kinds normally displayed in single-family residential neighborhoods; provided, however, the Association may adopt time, place and manner restrictions with respect to said symbols and displays visible from outside structures on the Unit, including limitations on appearance, style, size, and number.

7.14 Artificial Vegetation, Gardens, Play Equipment, Exterior Sculpture, Water Features and Similar Items. No artificial vegetation shall be permitted on the exterior of any property. No vegetable garden, hammock, statuary, play equipment (including, without limitation, basketball goals), exterior sculpture, fountains or water features may be erected on any Unit without prior written approval in accordance with the provisions of Article 6 hereof or as may be otherwise permitted as provided in the Architectural Guidelines.

7.15 Flags. No flags may be displayed on any Unit without prior written approval in accordance with the provisions of Article 6 hereof or as may be otherwise permitted as provided in the Architectural Guidelines; provided, however no such approval shall be required to display the flag of the United States of America and the current flag of the State of Georgia on a Unit in accordance with the provisions of the U.S. Flag Code (36 US Code 10) and usual and customary practice. The Board of Directors of the Association may promulgate reasonable rules and regulations with respect to the display of flags in the Community, including, without limitation, regulating the size of flags that may be displayed and imposing reasonable time, place and manner restrictions pertaining to the display of the United States flag; provided, however, the Association shall not enact any rule or regulation which has the effect of prohibiting any Owner from displaying the flag of the United States of America on a Unit in the Community in contravention of the Freedom to Display the American Flag Act of 2005.

7.16 Conservation Equipment. No solar energy collector panels or attendant hardware or other conservation equipment shall be constructed or installed unless as an integral and harmonious part of the architectural design of a structure or otherwise screened from view, as determined in the sole discretion of the Declarant or the Board of Directors, as the case may be, in accordance with the provisions of Article 6 hereof or as may be otherwise permitted as provided in the Architectural Guidelines.

7.17 Clotheslines. No exterior clotheslines of any type shall be permitted upon any Unit.

7.18 Landscaping. Owners shall not add trees, shrubs, bushes, plants or other vegetation to the exterior portions of the Community maintained by the Association without the prior written consent of the Board of Directors. Any landscaping improvements originally installed by an Owner on the Common Property shall be at the Owner's sole cost and expense and such Owner shall not be entitled to any reduction in the liability for general assessments. Any

landscaping improvements installed by an Owner which are not properly maintained, including, but not limited to, damaged, diseased or dead plants, shrubs and trees may, at the sole discretion of the Board of Directors, be removed from the Community. The costs associated with removing any damaged, diseased or dead plants, shrubs and trees originally installed by an Owner in the Community may be assessed against the Owner and the Unit as a specific assessment.

7.19 Window Treatments. No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades or for any other purpose. The side of all window treatments which can be seen at any time from the outside of any structure located on a Unit shall be white or off-white or may be another acceptable color as may be provided in the Architectural Guidelines. Except on Units on which there is maintained a sales office or model home by the Declarant, or as otherwise approved in accordance with the provisions of Article 6 hereof, no metal, wood, fabric, fiberglass or similar type material awnings or patio covers will be permitted anywhere in the Community.

7.20 Storm and Screen Doors and Windows. Owners shall not add storm and screen doors and storm windows on any Unit without prior approval in accordance with the provisions of Article 6 hereof.

7.21 Drainage. Catch basins, retention ponds, detention ponds, drainage easement areas and related drainage facilities are for the purpose of controlling the natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner may obstruct or alter the drainage flows after location and installation of catch basins, retention ponds, detention ponds, drainage swales, storm sewers or storm drains without approval in accordance with the provisions of Article 6 hereof.

7.22 Garbage Cans, Firewood, Etc. All garbage cans, firewood and other similar items shall be stored within the garage of the Unit. Trash, garbage, debris or other waste matter of any kind may not be burned within the Community. All rubbish, trash and garbage shall be regularly removed and shall not be allowed to accumulate. Trash and recycling receptacles shall be placed at the curb no earlier than 5:00 p.m. the day before pick up and shall be removed within twenty-four (24) hours. Trash pick-up and/or recycling shall also be subject to such reasonable rules and regulations as the Board of Directors may adopt.

7.23 Subdivision of Unit. No Unit shall be subdivided or its boundary lines changed except with the prior written approval in accordance with the provisions of Article 6 hereof. Declarant, however, hereby expressly reserves the right to subdivide and/or revise and re-record the subdivision plat of any Unit(s) with the consent of the Owner of the affected Unit(s) and to approve the revision and re-recording of any plat of any Unit(s) owned by any builder or developer, including, but not limited to, changing any Unit to Common Property or creating a public or private street over any Unit or property that was formerly a Unit, without the consent of any Person, other than the Owner(s) of such Unit(s).

7.24 Heating of Units in Colder Months. In order to prevent breakage of water pipes during colder months of the year resulting in damage to Units, increased common expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within all Units shall be maintained with heating operating and at a minimum of fifty (50°) degrees Fahrenheit (except during power failures or periods when heating equipment is broken) whenever the temperature is forecasted to or does reach thirty-two degrees (32°) Fahrenheit or below. Owners shall take all steps possible on a timely basis to keep heating equipment, including, but not limited to, the thermostat, in good working order and repair. At any time during the months specified above when the heating equipment is not working, the Owner shall immediately inform the Owners of the other Units of such equipment failure and of the time needed in order to repair the equipment and such Owner shall take reasonable steps to keep the Unit heated sufficiently to prevent the breakage of water pipes.

7.25 Garage Sales. No garage sale, carport sale, yard sale, flea market, or similar activity shall be conducted in any portion of the Community without the prior written consent of the Board of Directors. If so permitted, any such activities shall be subject to all reasonable conditions that the Board may impose.

7.26 Traffic Regulations. All vehicular traffic on the private street in the Community shall be subject to the provisions of the state and local laws concerning the operation of motor vehicles on public streets. The Association is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including reasonable safety measures and speed limits and including modifications of those in force on public streets, within the Community. The Association shall be entitled to enforce the same by establishing such enforcement procedures as it deems appropriate, including levying and collecting fines for the violation thereof. In the event of a conflict between such provisions of state and local laws and such rules and regulations promulgated by the Association, the rules and regulations of the Association shall govern. Only drivers properly licensed to operate motor vehicles on the public roads within the State of Georgia may operate any type of motor vehicle within the Community. All vehicles of any kind and nature which are operated on the private street in the Community shall be operated in a careful, prudent, safe, and quiet manner and with due consideration for the rights of all Owners and Occupants.

7.27 Outbuildings and Similar Structures. No structure of a temporary nature shall be erected or allowed to remain on any portion of the Community, and no trailer, camper, shack, tent, garage, barn or other structure may be used as a residence, either temporarily or permanently, without written approval in accordance with the provisions of Article 6 hereof. However, this Section shall not be construed to prevent Declarant, its affiliates, agents, subcontractors or assigns those engaged in development, construction, marketing, property management or sales in the Community from using sheds, trailers or other temporary structures for any of the foregoing purposes. In addition, nothing in this Declaration shall be construed to prevent Declarant, its agents, employees, affiliates, subcontractors and assigns from developing, constructing, marketing, or maintaining model homes within the Community.

7.28 Decks, Patios, Porches and Balconies. No laundry, garments, towels or objects other than potted plants, grills and patio furniture, shall be placed on a deck, patio, porch or balcony, except as may be authorized by the Board of Directors. Objects shall not be permitted to hang over or be attached to any deck, patio, porch or balcony or to otherwise protrude outside of the vertical plane formed by the exterior surface of any deck, patio, porch or balcony located on or appurtenant to a Unit. No deck, patio, porch or balcony shall be enclosed without prior approval in accordance with the provisions of Article 6 of the Declaration. The use of a gas grill on any deck, patio, porch or balcony on a Unit, if approved pursuant to Article 6 hereof or otherwise in accordance with applicable Architectural Guidelines, shall comply with applicable zoning ordinances and local ordinances regarding the same.

7.29 Impairment of Units and Easements. An Owner shall take no action that will impair the structural soundness of any Unit or dwelling or other improvement thereon, or any easement or other interest in real property, nor allow any condition to exist which will materially and/or adversely affect the Common Property, the other Units or their Owners or Occupants.

7.30 Entry Features. Owners shall not alter, remove or add improvements to any entry features or streetscapes constructed or erected by or on behalf of the Declarant, Approved Builder or the Association on any Unit in connection with the original development of the Community, or any part of any easement area associated therewith without prior approval in accordance with the provisions of Article 6 hereof.

7.31 Leasing. Units may be leased for residential purposes only, except that the commercial component of a Live/Work Unit may be leased for those permitted uses set forth in Section 7.3 hereof. Unless otherwise provided by the Board of Directors, all leases shall have a minimum term of at least twelve (12) months. All leases shall require, without limitation, that the Occupants acknowledge receipt of a copy of the Declaration, Bylaws, use restrictions, Architectural Guidelines and rules and regulations of the Association. Any lessee shall abide by and comply with all provisions of the Declaration, Bylaws, Architectural Guidelines, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure such compliance.

(a) Compliance. Every Owner agrees to cause all Occupants of his or her Unit to comply with the Declaration, Bylaws, Architectural Guidelines and the rules and regulations adopted pursuant thereto and is responsible for all violations caused by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, Architectural Guidelines and rules and regulations adopted pursuant thereto. In the event that the lessee or a person living with the lessee violates the Declaration, Bylaws, Architectural Guidelines or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with the Declaration and Bylaws. If the fine is not paid by the lessee within the time period established by the Board, the Owners shall pay the fine upon notice from the Association of the lessee's failure to pay such fine. Unpaid fines shall constitute a lien against the Unit.

Any violation of the Declaration, Bylaws, Architectural Guidelines or rules and regulations adopted pursuant thereto by the lessee, any Occupant, or any guest or invitee of the lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee and/or Occupant(s) in accordance with Georgia law.

(b) Notice. Within seven (7) days of entering into a lease agreement for the lease of a Unit, the Owner shall provide the Board with the name and address of the Occupant, the name, address and telephone number of the Owner other than at the Unit and such other information as the Board may reasonably require.

(c) Delegation of Use. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property.

(d) Payment of Assessments. If an Owner who is leasing his or her Unit fails to pay any annual, special or specific assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board of Directors, lessee shall pay to the Association all unpaid general, special and specific assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board of Director's request. All such payments made by the lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board of Director's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

(e) Leasing by Declarant or the Association. The leasing restrictions contained in this Section shall not apply to any transaction entered into by Declarant or the Association.

7.32 Abandoned Personal Property. Personal property, other than vehicles as provided for in Section 7.5 hereof, is prohibited from being stored, kept, or allowed to remain unattended upon any portion of the Common Property, without the prior written approval of the Board. If the Board determines that a violation exists, then, not less than twenty-four (24) hours after written notice is placed on the personal property and/or on the front door of the property owner's Unit, if known, the Board may remove the personal property and either discard or store the personal property in a location which the Board may determine, and the Board shall have no obligation to return or replace such property or reimburse the owner of the property. The notice shall include the name and telephone number of the Person which will remove the property and the name and telephone number of an individual to contact regarding the alleged violation.

The Board, in its discretion, may determine that an emergency situation exists and may exercise its removal rights hereunder without prior notice to the property owner; provided,

however, in such case, the Board shall give the property owner, if known, notice of the removal of the property and the location of the property within three (3) days after the property is removed. The Association and any director, officer, employee or agent thereof shall not be liable to any Person for any claim of damage resulting from the removal activity in accordance herewith. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder.

Article 8 Insurance and Casualty Losses

8.1 Insurance Obtained by the Association. The Board of Directors shall have the authority to and shall obtain insurance for all insurable improvements located on the Common Property or required to be maintained by the Association under Article 5 hereof; however, insurance carried by the Association hereunder shall not include any part of a Unit nor shall the Association include public liability insurance for individual Owners for liability arising within the Unit. Insurance carried by the Association shall also exclude any personal property of the Owner. Insurance obtained and maintained by the Association shall cover loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief and shall be in the 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" or comparable coverage in like amounts. The Association's insurance policy 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 equals at least the replacement cost of the insured property. The Board shall make available for review by Owners a copy of the Association's insurance policy to allow Owners to assess their personal insurance needs, and each Owner shall have the right to obtain additional coverage at such Owner's own expense.

The Board of Directors 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 and No/100 Dollars (\$1,000,000.00). Policies may contain a reasonable deductible as determined by the Board of Directors.

Premiums for all insurance obtained by the Association hereunder shall be a common expense of the Association. All insurance purchased by the Association pursuant to this Section shall run to the benefit of the Association, the Board, officers, all agents and employees of the Association, the Owners, and their respective Mortgagees, and all other Persons entitled to occupy any Unit, as their interests may appear.

In addition to other insurance coverage required by this Section, the Board shall obtain workers compensation insurance, if and to the extent necessary to satisfy the requirements of applicable law, and, if reasonably available at reasonable cost, as determined in the sole discretion of the Board, a fidelity bond or employee dishonesty coverage covering directors, officers, employees and other Persons handling or responsible for the Association's funds. The

amount of fidelity or employees dishonesty coverage, if obtained, shall be determined in the director's best business judgment. Such coverage, if obtained, shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation and shall not be subject to cancellation, nonrenewal or substantial modification without at least ten (10) days' prior written notice to the Association.

8.2 Damage and Destruction – Association.

(a) In General. Immediately after the damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Association, the Board of Directors 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 necessary to comply with applicable building codes.

(b) Repair and Construction. Any damage or destruction to property required to be 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 percent (75%) of the Total Association Vote and the consent of the Declarant, and the Owners of any damaged Units 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 the Owners of Units who would be responsible for such loss in the absence of insurance or otherwise to the Owners of all Units. 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 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 maintained as an undeveloped portion of the Community by the Association in a neat and attractive condition consistent with the Community-Wide Standard and this Declaration.

8.3 Owner Insurance. By virtue of taking title to a Unit, each Owner acknowledges that the Association has no obligation to provide any insurance for such Unit or any personal property of the Owner or Occupants and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall be obligated to obtain and maintain at all times

insurance covering the Unit and such Owner's personal property and a liability policy covering damage or injury occurring on or in a Unit. The policies required hereunder shall be in effect at all times. Upon request by the Board, the Owner shall furnish a copy of such insurance policy or policies to the Association. In the event that any Owner fails to obtain insurance as required hereunder, the Association may purchase such insurance on behalf of the Owner and assess the cost thereof to the Owner and such Owner's Unit, to be collected in the manner provided for collection of assessments under Article 4 hereof.

8.4 Damage and Destruction – Insured by Owners. Improvements on a Unit damaged or destroyed by fire or other casualty shall be repaired or reconstructed in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article 6 of this Declaration. The repair or reconstruction shall be completed within seventy-five (75) days after the damage or destruction occurred 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 period of time thereafter.

Article 9 Easements

9.1 General. Each Unit shall be subject to those easements, if any, shown or set forth on the recorded subdivision plat for the Community, as amended from time to time, as well as the easements now or hereafter established by the Declarant in this Declaration or by any other document recorded in the Office of Superior Court of DeKalb County, Georgia.

9.2 Easements for Use and Enjoyment. Every Owner shall have a right and easement of ingress and egress, use and enjoyment by the Owner and the Occupants of the Owners Unit in and to the Common Property which shall be appurtenant to and shall pass with the title to each Unit, subject to the following:

(a) the right of the Association to suspend the right of an Owner to use the Common Property for any period during which any past due assessment against any Unit of the Owner remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, Bylaws or rules and regulations;

(b) 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, upon the affirmative vote of the Owners of at least two-thirds (2/3) of the Units (other than Declarant) and the consent of Declarant, 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 Declarant or any Owner or the holder of any Mortgage encumbering any Unit or other property located within the Community (Regardless of any contrary provision in this Declaration or in any such Mortgage given by the Association, the exercise of any rights by the holder of such Mortgage 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 Declarant or any Owner or the holder of any Mortgage encumbering any Unit or other property located within the Community.);

(c) the right of the Association, acting through the Board of Directors and without a vote of the members, to dedicate or grant licenses, permits, easements and rights-of-way over, under and through the Common Property;

(d) the right of the Association to transfer or convey title to all or any portion of the Common Property upon the approval of the Owners of at least two-thirds (2/3) of the Units and the consent of Declarant;

(e) all other rights of the Association, the Declarant, Owners and Occupants set forth in this Declaration, in any Supplementary Declaration, or in any deed conveying Common Property to the Association; and

(f) all encumbrances and other matters shown by the public records affecting title to the Common Property.

9.3 Easements for Encroachment and Overhang. There is hereby reserved to the Declarant for the benefit of each Unit a reciprocal appurtenant easement for encroachment and overhang between adjacent Units and between a Unit and adjacent Common Property due to the original construction or 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 two (2) feet, as measured from any point on such common boundary; 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, Occupant, or the Association, other than the Declarant in the original construction of the Units.

9.4 Easement for Utilities – Association, Approved Builder and Declarant. There is hereby reserved to the Declarant and granted to the Association and an Approved Builder a blanket easement upon, across, above and under all property within the Community for access, ingress, egress, installation, alteration, 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 to, a master television system, or security system which the Declarant, an Approved Builder with the consent of Declarant or the Association might decide to have installed to serve the Community. Declarant, an Approved Builder with the consent of Declarant, the Association or their respective designees may install, repair, replace and maintain or authorize the installation, repair, replacement and maintenance of such wires, conduits, cables and other equipment related to the providing of any utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Declarant or the Board shall have the right to grant such easement. Owners shall not remove, relocate or interfere in any way with any previously installed utility lines and facilities.

9.5 Easement for Utilities - Unit Owner. Declarant hereby establishes for the benefit of each Unit a nonexclusive easement for access to and installation, maintenance, repair, replacement and use of all pipes, wires, cables, conduits, utility lines, flues and ducts serving such Unit and situated in, on or under any other Unit or the Common Property. Certain utility meters and facilities may be installed on the end of a building containing multiple Units and utility lines serving one Unit may run across, over, under or through adjacent Units. Easements for all utility lines are established by this Section 9.5 and Section 9.4 above. In the event that any Owner desires access to another Unit to install, maintain, repair or replace any utility pipe, wire, cable, conduit, utility line, flue or duct, the Owner shall contact the Owner of such other Unit(s) at least two (2) days in advance of the date that access is needed and attempt to agree on a convenient date and time for access by the Owner and the Owner's contractors. Access in emergency situations shall be granted immediately upon request. Any Owner of a Unit to which access is needed under this Section shall not unreasonably withhold, condition or delay such access. Rights exercised pursuant to this easement shall be exercised with a minimum of interference to the quiet enjoyment of affected Units, reasonable steps shall be taken to protect such Units and the property of the Owners and Occupants thereof, and damage shall be repaired by the Person causing the damage at its sole expense. Notwithstanding anything to the contrary herein, the Board of Directors, without a vote of the Owners, shall have the right, power and authority to grant permits, licenses, utility easements, and other easements, permits or licenses necessary or desirable for the proper maintenance or operation of the Community under, through, or over the Units and/or the Common Property as may be reasonably necessary to or desirable for the ongoing operation of the Community.

9.6 Easement for Emergency Entry. The Association shall have the right, but not the obligation, to enter upon any Unit for emergency, security and safety reasons and to inspect for the purpose of ensuring compliance with this Declaration, the Bylaws, Architectural Guidelines and rules and regulations, which right may be exercised by any member of the Board, the officers, agents, employees, and managers of the Association and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon any Unit to cure any condition which may increase the possibility of a fire or other hazard in an emergency situation and in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Association, but shall not authorize entry into the interior living space of any dwelling located on a Unit without permission of the Owner.

9.7 Easement for Association Maintenance. Declarant hereby grants to the Association a perpetual easement across all Units as may be reasonably necessary for the maintenance required hereunder. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment of Units, reasonable steps shall be taken to protect such property and damage shall be repaired by the Association or its contractors at their sole expense. Except in an emergency situation, entry to the interior of a dwelling located on a Unit shall only be during reasonable hours and after notice to the Owner.

9.8 Easement for Unit Maintenance. Declarant hereby reserves for the benefit of each Unit reciprocal appurtenant easements between adjacent Units for the purpose of maintaining or repairing the improvements located on each Unit which easement shall extend to a distance of five (5) feet as measured from any point on the common boundary between the Units. The easement shall be used only for such period of time as is reasonably necessary in order to complete the maintenance or repair. The Owner exercising this easement right shall be liable for the prompt repair of any damage to the Unit over which this easement is exercised which arises out of such maintenance or repair work.

9.9 Easement for Drainage. There is hereby reserved to the Declarant and granted to the Association and any Approved Builder a blanket easement across the Community for creating and maintaining satisfactory drainage in the Community; provided, however, such easement area shall not include any portion of a Unit within the outer perimeter of the dwelling structure. This easement shall include the right to construct and maintain catch basins, retention ponds, detention ponds, drainage swales, storm sewers, storm drains, sloping banks, cut or fill.

9.10 Easement for Entry Features and Streetscapes. There is hereby reserved to the Declarant and granted to the Association and an Approved Builder an easement for ingress, egress, installation, construction, landscaping and maintenance of entry features and similar streetscapes for the Community, over and upon any portion of a Unit containing such entry features or streetscapes as may be more fully described on the recorded subdivision plats for the Community. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around entry features and streetscapes and the right to grade the land under and around the same.

9.11 Easement During Construction and Sale Period. Notwithstanding any provisions now or hereafter contained in this Declaration, the Bylaws, Articles of Incorporation, use restrictions, rules and regulations, Architectural Guidelines, and amendments thereto, Declarant reserves an easement across the Community for Declarant to maintain and carry on, upon such portion of the Community as Declarant and any Approved Builder with the consent of Declarant may reasonably deem necessary, such facilities and activities as in the sole opinion of Declarant may be required or convenient for Declarant's or such Approved Builder's, as the case may be, development, construction and sales activities related to property hereby and hereafter subjected to this Declaration or nearby property being developed by Declarant, including, but not limited to: (a) the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in the Community, including, without limitation, any Unit; (b) the right to tie into any portion of the Community with streets, driveways, paths, parking areas and walkways; (c) 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, cable television, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; (d) the right to grant easements over, under, in or on the Community, including without limitation the Units, for the benefit of neighboring properties for the purpose of tying into and/or otherwise connecting and using sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; (e) the right to convert Units (with the

consent of the Owner thereof) to Common Property and/or streets; (f) the right to construct utilities and other improvements on Common Property; (g) the right to carry on sales and promotional activities in the Community; and (h) the right to construct and operate business offices, signs, construction trailers, model residences and sales offices. Declarant may use residences, offices or other buildings owned or leased by Declarant or such Approved Builder, respectively, as model residences and sales offices without charge. This Section shall not be amended without the written consent of Declarant and Approved Builder until the rights of Declarant and Approved Builder have terminated as provided in Sections 10.5 and 10.6 hereof.

Article 10
General Provisions

10.1 Enforcement. Each Owner and Occupant shall comply strictly with the Bylaws, rules and regulations, Architectural Guidelines, if any, and use restrictions, as amended or modified from time to time, and with the covenants, conditions, easements and restrictions set forth in this Declaration, the recorded subdivision plat(s) for the Community and in the deed to such Owner's Unit, if any. The Declarant and Board of Directors may impose fines or other sanctions for violations of the foregoing, which shall be collected as provided herein for the collection of assessments provided, however, only one fine may be imposed for a single violation such that an Owner or Occupant may not be fined by the Declarant and the Board of Directors for the same violation; provided, further, Declarant or the Board, as the case may be, may count each day a violation continues after notice thereof as a separate violation. In the event fines or other sanctions are imposed by Declarant hereunder, Declarant shall have any and all rights to collect such fines or sanctions (which fines shall be payable to the Association) and any related charges, including, without limitation, attorney's fees actually incurred and costs of collection, in the same manner as provided herein for the collection of assessments by the Association acting through the Board.

Failure to comply with this Declaration, the Bylaws, Architectural Guidelines or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief or both, including, without limitation, reasonable attorney's fees actually incurred, maintainable by the Association, the Declarant or an aggrieved Owner. The failure by the Declarant and the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the right to record in the appropriate land records a notice of violation of the Declaration, Bylaws, rules and regulations, use restrictions or Architectural Guidelines, and to assess the cost of recording and removing such notice against the Unit of the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

10.2 Duration. The covenants, conditions, restrictions and easements contained in this Declaration shall run with and bind the Community and shall inure to the benefit of and shall be enforceable by the Association, the Declarant and any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent provided by law; provided, however, if and to the extent that, Georgia law limits the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected

thereby shall run with and bind the land so long as permitted by such law, after which time, any such provision(s) shall be (a) automatically extended for successive periods of twenty (20) years (or the maximum period allowed by Georgia law, if less), unless a written instrument signed by the then Owners of at least two-thirds (2/3) of the Units has been recorded within the two years immediately preceding the beginning of a twenty (20) year renewal period agreeing to change such provisions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated to the extent specified therein; or (b) extended, renewed, modified or terminated as otherwise provided herein or by applicable law.

10.3 Occupants Bound. All provisions of the Declaration, Bylaws, rules and regulations, use restrictions and Architectural Guidelines which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants and the guests and invitees of Owners and Occupants. The Owner shall be responsible for insuring that the Occupants, the guests, invitees and licensees of the Owner and Occupant strictly comply with all provisions of the Declaration, Bylaws, rules and regulations, use restrictions and Architectural Guidelines. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not timely paid, the fine may then be levied against the Owner.

10.4 Self-Help. In addition to any other remedies provided for herein, the Association, the Declarant or their respective duly authorized agents shall have the power to enter upon any Unit or any other portion of the Community to abate or remove any structure, thing or condition which violates this Declaration, the Bylaws, the rules and regulations, the use restrictions or Architectural Guidelines. Unless an emergency situation exists, the violating Owner shall be given ten (10) days' written notice of the intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after giving any notice required by law. All costs of self-help, including, without limitation, reasonable attorney's fees actually incurred, shall be assessed against the violating Owner as a specific assessment.

10.5 Termination of Rights of Declarant. The rights of Declarant to take, approve or consent to actions under this Declaration, the Articles of Incorporation and the Bylaws shall cease and be of no further force and effect upon the earlier of: (a) the date that the Declarant no longer owns any property in the Community and Declarant no longer has the right to unilaterally annex additional property to the Community as provided herein and a certificate of occupancy has been issued for a dwelling on each Unit in the Community; or (b) the date of recording by Declarant in the DeKalb County, Georgia land records a written instrument terminating all of Declarant's rights hereunder.

10.6 Termination of Rights of Approved Builder. The rights of Approved Builder to take, approve or consent to actions under this Declaration, the Articles of Incorporation and the Bylaws shall cease and be of no further force and effect upon the earlier of: (a) the date that Approved Builder no longer owns any property in the Community and no longer has the option pursuant to a contract to acquire additional property within the Community; or (b) the date of recording by Approved Builder in the Fulton County, Georgia land records a written instrument terminating all of Approved Builder's rights hereunder, respectively.

10.7 Amendment.

(a) By Declarant. This Declaration may be amended unilaterally at any time and from time to time by Declarant if such amendment is: (i) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (ii) if necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Units subject to this Declaration; (iii) required by an institutional or governmental lender or purchaser of mortgage loans, including, without limitation, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Units subject to this Declaration; or (iv) necessary to enable any governmental agency or private insurance company, including, without limitation, the U.S. Department of Housing and Urban Development and the U.S. Department of Veterans Affairs, to insure or guarantee Mortgage loans on the Units subject to this Declaration. Further, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Owners hereunder to use his or her Unit without the consent of the affected Owner.

(b) By the Board. The Board of Directors, with the written consent of Declarant, and without a vote of the members may amend this Declaration to: (i) be governed by and thereafter complying with the provisions of the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, *et seq.*; (ii) bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (iii) enable any reputable title insurance company to issue title insurance coverage with respect to the Units subject to this Declaration; (iv) enable an institutional or governmental lender or purchaser of mortgage loans, including, without limitation, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Units subject to this Declaration; or (v) enable any governmental agency or private insurance company, including, without limitation, the U.S. Department of Housing and Urban Development and the U.S. Department of Veterans Affairs, to insure or guarantee Mortgage loans on the Units subject to this Declaration.

(c) By the Association. In addition to the above, this Declaration may be amended upon the affirmative vote, written consent or any combination of affirmative vote and written consent of the Owners holding at least two-thirds (2/3) of the Total Association Vote and the consent of Declarant. No provision of this Declaration which reserves or grants special rights to the Approved Builder shall be amended without the prior written consent of the Approved Builder.

Amendments to this Declaration shall become effective upon recordation unless a later effective date is specified therein. The consent of the Declarant to any amendment shall be evidenced by the execution of said amendment by Declarant. The consent of the requisite number of Owners to any amendment shall be evidenced by the execution of the amendment by said Owners, or, in the alternative, the sworn statement of the President or any Vice President or the Secretary of the Association attached to or incorporated in the amendment, which sworn statement states unequivocally that the consent of the required number of Owners was obtained

and that any notices required by this Declaration, the Bylaws, the Articles of Incorporation and Georgia law were given. The amendments authorized by this Section may be of uniform or non-uniform application and Owners shall be deemed to have agreed that the Declaration may be amended as provided herein and that any rule of law requiring unanimous approval of amendments having a non-uniform application shall not apply.

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

10.9 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.

10.10 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.

10.11 No Merger. There shall be no merger of any of the covenants, conditions, restrictions or easements created or reserved hereby with the fee estate of Declarant, by reason of the fact that Declarant may own or hold the estate or interest both encumbered and benefited by such covenants, conditions, restrictions or easements and no such merger shall occur unless and until Declarant, while owning all of the estate or interests shall execute a written statement or instrument affecting such merger and shall duly record the same.

10.12 Preparer. This Declaration was prepared by David N. Dorough, Jr., Dorough & Dorough, LLC, Attorneys at Law, 160 Clairemont Avenue, Suite 650, Decatur, Georgia 30030.

10.13 Notices. Notices provided for in this Declaration or the Articles or Bylaws shall be in writing, and shall be addressed to an Owner at the address of the Unit and to the Declarant, Approved Builder or the Association at the address of their respective registered agent on file with the Secretary of State of Georgia or to an electronic mail address provided by such Owner, Declarant or the Association. Any Owner may designate a different address for notices to such Owner by giving written notice to the Association. Owners shall keep the Association advised of their current address and phone numbers where they can be reached. Each notice shall be in writing and shall be delivered either by personally delivering it (including commercial courier service or electronic mail) or by depositing it with the United States Postal Service, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party (and marked to a particular individual's attention). Such notice shall be deemed delivered at the time of personal delivery or, if mailed, when it is deposited as provided above, but the time period in which a response to any such notice must be given or any action taken with respect

thereto shall commence to run from the date it is personally delivered or, if mailed, the date of receipt of the notice by the addressee thereof, as evidenced by the return receipt. Rejection or other refusal by the addressee to accept the notice shall be deemed to be receipt of the notice.

10.14 No Discrimination. No action shall be taken by the Declarant, Approved Builder, the Association or the Board of Directors which would discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status or disability.

10.15 Security. ALL OWNERS, OCCUPANTS, GUESTS, LICENSEES, AND INVITEES, AS APPLICABLE, ACKNOWLEDGE THAT DECLARANT, APPROVED BUILDER, THE ASSOCIATION AND ITS BOARD OF DIRECTORS, AND THE ARCHITECTURAL REVIEW COMMITTEE, IF ANY, DO NOT REPRESENT OR WARRANT THAT ANY SAFETY OR SECURITY MEASURES WILL BE IMPLEMENTED IN THE COMMUNITY OR, IF IMPLEMENTED, THAT SUCH SAFETY OR SECURITY MEASURES MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT ANY SUCH SAFETY OR SECURITY MEASURES WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THEY ARE DESIGNED. EACH OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT DECLARANT, APPROVED BUILDER, THE ASSOCIATION, THE BOARD OF DIRECTORS AND THE ARCHITECTURAL REVIEW COMMITTEE, IF ANY, ARE NOT INSURERS OR PROVIDERS OF SAFETY OR SECURITY AND SHALL HAVE NO DUTY TO PROVIDE ANY SAFETY OR SECURITY ON THE COMMON PROPERTY OF THE COMMUNITY OR OTHERWISE AND THAT EACH OWNER, OCCUPANT, GUEST, LICENSEE, AND INVITEE ASSUMES ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE AND FURTHER ACKNOWLEDGES THAT THE DECLARANT, APPROVED BUILDER, THE ASSOCIATION, THE BOARD OF DIRECTORS, AND THE ARCHITECTURAL REVIEW COMMITTEE, IF ANY, HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SAFETY OR SECURITY MEASURES IMPLEMENTED OR APPROVED.

10.16 Indemnification. To the fullest extent allowed by the Georgia Nonprofit Corporation Code, and in accordance therewith, the Association shall indemnify every current and former officer, director and committee member against any and all expenses, including, but not limited to, attorney's fees, imposed upon or reasonably incurred by any officer, director or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer, director or committee member may be a party by reason of being or having been an officer, director or committee member. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made

by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer, director or committee member, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

10.17 Agreements. Subject to the prior approval of Declarant, 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 and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

10.18 Variances. Notwithstanding anything to the contrary contained herein, the Board of Directors shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws, Architectural Guidelines 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 is warranted and would not be inconsistent with the overall scheme of development for the Community.

10.19 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least seventy-five percent (75%) of the Total Association Vote and the consent of the Declarant. This Section shall not apply to: (a) actions brought by the Association to enforce the provisions of this Declaration; (b) the imposition and collection of assessments as provided herein; (c) proceedings involving challenges to *ad valorem* taxation; (d) counterclaims brought by the Association in proceedings instituted against it; or (e) actions brought by the Association against any contractor, vendor, or supplier of goods or services arising out of a contract for goods or services to which the Association is a party. This Section shall not be amended unless such amendment is made unilaterally by the Declarant as provided herein or is approved by the percentage votes necessary to institute proceedings as provided above.

10.20 Notice of Sale or Acquisition. Prior to the sale of a Unit, the Owner shall provide the Association with written notice of the name of the purchaser and such other information as the Board may reasonably require. Upon acquisition of a Unit, each new Owner shall provide the Association with written notice of the name and mailing address of the Owner and such other information as the Board may reasonably require.

IN WITNESS WHEREOF, the Declarant herein hereby executes this instrument under seal, this 8 day of December, 2014.

DECLARANT: **DECATUR HILLYER PLACE, LLC**, a Georgia limited liability company

By: TPA Fund 1, LLC, a Delaware limited liability company, its sole member

By: TPA Investors 1, LLC, a Georgia limited liability company, its managing member

By: [Signature] (SEAL)
J. Bradford Smith, Manager

Signed, sealed, and delivered in the presence of:

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARY SEAL]



CONSENT OF LIEN HOLDER

UNITED COMMUNITY BANK ("Lender"), as holder of: (a) that certain Deed to Secure Debt and Security Agreement, dated December 9, 2013 and recorded December 12, 2013 in Deed Book 24171, Page 67, *et seq.*, DeKalb County, Georgia land records; and (b) that certain Deed to Secure Debt and Security Agreement, dated October 23, 2014 and recorded October 28, 2014 in Deed Book 24634, Page 271, *et seq.*, aforesaid records (hereinafter collectively referred to as the "Security Deeds"), encumbering all or a portion of the property described in Exhibit "A" hereof, hereby consents to the Declaration and agrees that any foreclosure of the security title and interest under the Security Deeds shall be subject to the Declaration.

This 12th day of December, 2014.

LENDER: UNITED COMMUNITY BANK

By: [Signature]
Print Name: _____
Title: _____
Gary Guthrie
President-Atlanta Residential
Real Estate Lending
[BANK SEAL]

Signed, sealed, and delivered in the presence of:

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC

My Commission Expires: _____

[NOTARY SEAL]



EXHIBIT "A"
Legal Description

All that tract or parcel of land lying and being in Land Lot 246 of the 15th District, City of Decatur, DeKalb County, Georgia being more particularly described as follows:

BEGINNING at the ½ inch rebar found at the intersection of northwesterly right of way of East Howard Avenue (45 feet right of way) and the westerly right of way of Hillyer Place (40 feet right of way), that is the POINT OF BEGINNING; thence along right of way of East Howard Avenue South 68°45'49" West, a distance of 196.68 to a point; thence leaving said right of way North 01°39'43" West, a distance of 325.60 feet to a nail found at top of wall; thence North 89°32'49" East, a distance of 196.16 to a 1 inch open top pipe found on the right of way of Hillyer Place; thence along said right of way South 00°45'26" West a distance of 255.80 feet to a ½ inch rebar found, being the POINT OF BEGINNING. Said tract contains 1.268 acres.

EXHIBIT "B"
Additional Property Which May Be Unilaterally
Submitted To This Declaration by Declarant

All that tract or parcel of land lying and being in Land Lot 246 of the 15th District, City of Decatur, DeKalb County, Georgia.

EXHIBIT "C"

BYLAWS

OF

EAST HOWARD PLACE TOWNHOME ASSOCIATION, INC.

Prepared By:
David N. Dorough, Jr. and Katharine A. Dyott
DOROUGH & DOROUGH, LLC
Attorneys at Law
160 Clairemont Avenue
Suite 650
Decatur, Georgia 30030
(404) 687-9977

BYLAWS
OF
EAST HOWARD PLACE TOWNHOME ASSOCIATION, INC.

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BYLAWS

OF

EAST HOWARD PLACE TOWNHOME ASSOCIATION, INC.

Article 1

Name, Membership, Applicability and Definitions

1.1 Name. The name of the corporation shall be East Howard Place Townhome Association, Inc. (hereinafter sometimes referred to as the "Association").

1.2 Membership. The Association shall have one class of membership, as is more fully set forth in that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for East Howard Place (such Declaration, as amended, supplemented, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), the terms of which pertaining to membership are specifically incorporated by reference herein.

1.3 Definitions. The words used in these Bylaws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit, or the meanings given in the Georgia Nonprofit Corporation Code (O.C.G.A. Section 14-3-101, *et seq.*) (the "Nonprofit Code"). Statutory references shall be construed as meaning the referenced statute or portion thereof as the same may exist from time to time.

Article 2

Association: Meetings, Quorum, Voting, Proxies

2.1 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors, either in the Community or as convenient thereto as possible and practical.

2.2 Annual Meetings. There shall be an annual meeting of the members at such date, place and time as the Board of Directors shall determine to receive the reports of the outgoing Board of Directors, to install directors for the ensuing year and to transact such other business as may come before the meeting.

2.3 Special Meetings. The President or the Board of Directors may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association upon the delivery of a petition signed and dated by members entitled to cast at least twenty-five percent (25%) of the Total Association Vote and describing the purpose or purposes for which it is to be held. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose(s) thereof. No business shall be transacted at a special meeting, except those matters that are within the purpose or purposes described in the notice.

2.4 Record Date. The Board of Directors shall fix in advance a record date for a determination of members entitled to notice of and to vote at any meeting of members or any adjournment thereof, or to make a determination of members for any other purpose, such date to be not more than seventy (70) days before the date on which the particular action requiring such determination of members is to be taken.

2.5 Notice of Meetings. It shall be the duty of the Secretary or such other agent as the Association may designate to mail or to cause to be delivered, in a fair and reasonable manner, to each member (as shown in the records of the Association as of the record date) a written notice of each annual or special meeting of the Association stating the date, time and place where it is to be held and, if and to the extent required by the Nonprofit Code or other applicable law (the "Governing Law"), the purpose(s) thereof. Such notice shall be delivered personally, sent by United States mail, postage prepaid, statutory overnight delivery, or sent by electronic transmission in accordance with the Nonprofit Code to all members of record at the address shown in the Association's current records. If an Owner wishes notice to be given at an address other than the Lot, the Owner shall designate by notice in writing to the Secretary such other address. Notices shall be mailed or delivered not less than ten (10) days (or if notice is mailed by other than first-class or registered mail, thirty (30) days) nor more than sixty (60) days in advance of any annual, regularly scheduled or special meeting. If any meeting of the members is adjourned to a different date, time or place, notice need not be given of the new date, time or place, if the new date, time or place is announced at the meeting before adjournment. If, however, a new record date is or must be fixed under the Governing Law, notice of the adjourned meeting shall be given to persons who are members of record as of the new record date.

2.6 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 signed by the member entitled to notice and delivered to the Association for inclusion in the minutes for filing with the Association's records, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of lack of notice or defective notice, unless such member specifically objects to lack of proper notice at the time the meeting is called to order.

2.7 Adjournment of Meetings. If any meeting 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 not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.8 Membership List. After the record date for any meeting is established by the Board of Directors, the Secretary shall prepare an alphabetical list of the names and addresses of all of the members who are entitled to notice of the meeting. Beginning at least two (2) business days after notice is given of the meeting for which the list was prepared, the list of members shall be available for inspection by any member or a member's agent or attorney: (1) on a reasonably accessible electronic network, provided that the information required to gain access to such list is

included with the notice of the meeting or upon request; or (2) during ordinary business hours at the Association's principal office or at such other reasonable place as may be specified in the notice in the city where the meeting will be held. In the event that the Association makes the list available on an electronic network, the Association may take reasonable steps to ensure that such information is available only to members of the Association. In addition, the list shall be available for inspection at the meeting or any adjournment thereof.

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

2.10 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxy appointment forms shall be in writing, signed either personally or by an electronic transmission, dated, and filed with the Secretary before the appointed time of each meeting. An electronic transmission must contain or be accompanied by information acceptable to the Board from which it can be determined that the member, the member's agent, or the member's attorney-in-fact authorized the electronic transmission. Proxies may be delivered to the Board of Directors by personal delivery, U.S. mail or electronic transmission to the Secretary or other officer or agent authorized to tabulate votes. Every proxy shall be revocable and shall automatically cease upon: (a) receipt of notice by the Secretary of the death or judicially declared incompetence of a member; (b) receipt by the Secretary or other officer or agent authorized to tabulate votes of written revocation signed by the member; (c) receipt by the Secretary or other officer or agent authorized to tabulate votes of a subsequent appointment form signed by the member; (d) attendance by the member and voting in person at any meeting; or (e) the expiration of eleven (11) months from the date of the proxy appointment form.

2.11 Quorum. The presence, in person or by proxy, of members entitled to cast at least twenty-five percent (25%) of the votes entitled to be cast at the meeting shall constitute a quorum at all meetings 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.

2.12 Action By Written Consent. Any action required or permitted to be approved by the members may be approved without a meeting if one (1) or more consents, in writing, setting forth the action so taken, shall be signed and dated by members (including the Declarant, if the consent of the Declarant is required) holding the voting power required to pass such action at a meeting held on the record date for such action. The record date for such action shall be the date that the first member signs a consent. Such action shall be approved when the Secretary receives a sufficient number of such consents dated within seventy (70) days of the record date for such action. If less than unanimous consent is obtained, the approval shall be effective ten (10) days after the Secretary gives written notice of the approval to all members who did not sign a consent. Each written consent shall be included in the minutes of meetings of members filed in the permanent records of the Association. No written consent shall be valid unless: (1) the consenting member has been furnished the same material that, pursuant to the Nonprofit Code, would have been required to be sent to members in a notice of a meeting at which the proposed action would have been submitted to the members for action; or (2) the written consent contains an express waiver of the right to receive the material otherwise required to be furnished.

2.13 Action By Written Ballot. Any action that may be taken at any annual, regular or special meeting of members may be taken without a meeting if approved by written ballot as provided herein. The Association shall deliver a written ballot to each member entitled to vote on the matter. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirements; state the percentage of approvals necessary to approve each matter other than election of directors; and specify the time by which a ballot must be received by the Association in order to be counted. A timely written ballot received by the Association may not be revoked. Approval by written ballot of an action shall only be valid when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting held to authorize such action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. The results of each action by ballot shall be certified by the Secretary and shall be included in the minutes of meetings of members filed in the permanent records of the Association.

Article 3

Board of Directors: Number, Powers, Meetings

3.1 Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors. Directors shall be natural persons who are eighteen (18) years of age or older. Except for directors appointed by the Declarant, each director must reside in the Community and be a member or the spouse of a member; provided, however, no Person may serve on the Board at the same time with such Person's spouse or any co-Owner or Occupant of such Person's Lot.

3.2 Directors Appointed by Declarant. The Declarant shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association until such time as the first of the following events shall occur: (a) the expiration of ten (10) years after the date of the recording of the Declaration; (b) the date on which all of the Lots planned by Declarant to be a part of the Community shall have been improved with a dwelling and conveyed to an Owner for occupancy as a residence; or (c) the surrender by Declarant in writing of the authority to appoint and remove directors and officers of the Association. The directors appointed by the Declarant need not be Owners or residents in the Community.

The total number of Lots planned by Declarant for the Community shall initially be the number of Lots shown on the Declarant's land use plan for the development as it may be amended from time to time. Inclusion of property on the land use plan shall not obligate the Declarant to subject such property to the Declaration, nor shall exclusion of property from the initial land use plan bar Declarant from subjecting such property to the Declaration. The final total number of Lots planned for the Community shall be the actual number of Lots shown on the recorded subdivision plat(s) for the Community regardless of any different number of Lots shown from time to time on the land use plan.

3.3 Number of Directors. During the period that the Declarant has the right to appoint and remove the officers and directors of the Association as provided above, the Board of Directors shall consist of one (1) to three (3) members as determined by Declarant in writing from time to time. Thereafter, the Board shall consist of three (3) directors, who shall be elected as provided in Section 3.5 below.

3.4 Nomination of Directors. Elected directors may be nominated from the floor, if a meeting is held for the election of directors and may also be nominated by a nominating committee, if established by the Board. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

3.5 Election and Term of Office. After the Declarant's right to appoint directors and officers terminates, the Association shall call a special meeting (or take action under Section 2.12 or Section 2.13 in lieu of a meeting) and the members shall elect three (3) directors as follows: the initial term of two (2) directors shall be fixed at two (2) years and the initial term of one (1) director shall be fixed at one (1) year. Thereafter, all successors shall be elected to a term of two (2) years. At annual meetings thereafter (or pursuant to Section 2.12 or Section 2.13 in lieu of a meeting), directors shall be elected as necessary to fill vacant seats on the Board and to preserve the scheme of staggered terms with one more or one less director being elected each year than in the previous year. All eligible members of the Association may vote on all directors to be elected, and the candidates receiving the most votes shall be elected. Notwithstanding anything herein to the contrary, the members of the Board of Directors shall continue in office until their respective successors shall have been elected and take office.

3.6 Removal of Directors. At any annual, regular or special meeting of the Association, any one (1) or more of the members of the Board of Directors elected by the members 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. The notice of the meeting shall state that the purpose or one of the purposes of the meeting is removal of a director. A director whose removal by the members has been proposed 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 thirty (30) days may be removed by a majority vote of the remaining directors. This Section shall not apply to directors appointed by the Declarant.

3.7 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. Each Person so selected shall serve the unexpired portion of the term.

3.8 Organization Meetings. The first meeting of a newly elected Board of Directors shall be held within ten (10) days after the election at such time and place as the directors may conveniently assemble.

3.9 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the Board, provided that, after the right of Declarant to appoint the directors terminates, at least four (4) such meetings shall be held

during each fiscal year with at least one (1) per quarter. Notice of the regular schedule shall constitute sufficient notice of such meetings.

3.10 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 date, time and place of the meeting 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 (including commercial delivery service) to such director's home or office; (b) written notice by first class mail, postage prepaid; (c) by telephone communication (including facsimile), either directly to the director or to the director's home or office; or (d) issued electronically in accordance with the Nonprofit Code, if the director has consented in writing to such method of delivery and has provided the Board with an address regarding the same. 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 sent by first class mail shall be deposited with the U.S. Postal Service at least four (4) days before the date of the meeting. Notices given by personal delivery, electronic transmission or telephone shall be given at least two (2) days before the day of the meeting.

3.11 Waiver of Notice. The business transacted at 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) a quorum is present; and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or a written approval of the minutes which is included in the minutes or filed with the official records of the Association. 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.

3.12 Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors.

3.13 Compensation. No director shall receive any compensation from the Association for acting as such.

3.14 Open Meetings. All meetings of the Board shall be open to all members, but members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board.

3.15 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 a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

3.16 Action Without A Formal Meeting. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if one or more written consents,

setting forth the action so taken, shall be signed by a majority of the directors and delivered to the Association for inclusion in the minutes for filing in the corporate records. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

3.17 Telephonic Participation. One or more directors may participate in and vote during any meeting of the Board by telephone conference call or any other means of communication by which all directors participating may simultaneously hear each other during the meeting. Any such meeting at which a quorum participates shall constitute a meeting of the Board.

3.18 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 by law, the Declaration, the Articles of Incorporation of the Association, or these Bylaws directed to be done and exercised by the members. In addition to the duties imposed by these Bylaws or by any 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 way of explanation, but not limitation:

(a) preparing and adopting an annual budget in which there shall be established the contribution of each member to the common expenses;

(b) making assessments to defray the common expenses and establishing the means and methods of collecting such assessments;

(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 material to be used by such personnel in the performance of their duties;

(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 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 and Architectural Guidelines adopted by it, and bringing any proceedings which may be instituted on behalf of or against the members concerning the Association, which enforcement power shall include, without limitation, the power to levy fines as provided herein and in the Declaration in such amounts as from time to time the Board may deem proper in the

circumstances, counting each day a violation continues after notice from the Board as a separate violation;

(i) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(j) keeping books with detailed accounts of the receipts and expenditures of the Association and the actions thereof, and specifying the maintenance and repair expenses and any other expenses incurred; and

(k) authorizing contracts on behalf of the Association.

3.19 Management Agent. The Board of Directors 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. Declarant, or an affiliate of Declarant, may be employed as managing agent or manager. The term of any management agreement shall not exceed one (1) year and shall be subject to termination by either party, without cause and without penalty, upon ninety (90) days' written notice.

3.20 Borrowing. The Board of Directors shall have the power to borrow money without the approval of the members of the Association; provided, however, except as otherwise provided in the Declaration, the Board shall obtain membership approval in the same manner as for special assessments, in the event that the total amount of such borrowing exceeds or would exceed ten percent (10%) of the annual budget of the Association.

3.21 Fining Procedure. A fine shall not be imposed (a late charge shall not constitute a fine) unless and until the following procedure is followed:

(a) Written notice shall be delivered to the member in accordance with Article 10, Section 10.13 of the Declaration to the address of the member shown on the Association's records, specifying:

(1) the nature of the violation, the fine to be imposed and the date, not less than ten (10) days or, in the event of an unapproved sign, twenty-four (24) hours, from the date of the notice, that the fine will take effect;

(2) that the violator may, within ten (10) days or, in the event of an unapproved sign, twenty four (24) hours, from the date of the notice, request a hearing in writing 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 hearing; and

(5) that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days or, in the event of an unapproved sign, twenty-four (24) hours, of the date of the notice.

(b) If a hearing is requested within the requisite time provided above, 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. No fine shall be imposed prior to the date that is five (5) days or, in the event of an unapproved sign, twenty-four (24) hours, after the date of the hearing, as applicable.

(c) Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the violation recurs, the Board may, upon notice stating the nature of the violation and delivered to the member by first class or certified mail sent to the address of the member shown on the Association's records, impose a fine.

Article 4 Officers

4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. Any two (2) or more offices may be held by the same Person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors. This provision shall not apply to officers appointed by the Declarant.

4.2 Election, Term of Office, and Vacancies. Except during the period in which the Declarant has the right to appoint the officers of the Association, the officers of the Association shall be appointed annually by the Board of Directors at the first meeting of the Board of Directors following the election of directors. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

4.3 Additional Officers and Agents. The Board of Directors may appoint such other officers, including vice presidents, assistant secretaries and assistant treasurers, and agents as it shall deem necessary. Such officers and agents shall hold their respective offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

4.4 Salaries. The officers shall receive no compensation.

4.5 Removal. Except for officers appointed by the Declarant, any officer may be removed, with or without cause, by the Board of Directors.

4.6 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and directors. The immediate supervision of the

affairs of the Association shall be vested in the President. It shall be the President's duty to attend to the business of the Association and maintain strict supervision over all of its affairs and interests. The President shall keep the Board of Directors fully advised about the affairs and conditions of the Association, and shall manage and operate the business of the Association pursuant to and in accordance with such policies as may be prescribed from time to time by the Board of Directors.

4.7 Vice President. The Vice President(s), if any, shall act in the President's absence or disability and shall have all powers, duties, and responsibilities provided for the President when so acting, and shall perform such other duties as shall from time to time be imposed upon any Vice President by the Board or delegated to a Vice President by the President.

4.8 Secretary. The Secretary shall keep the minutes of all meetings of the members and of the Board of Directors; notify the members and directors of meetings as provided by these Bylaws and Georgia law; have custody of the seal of the Association; affix such seal to any instrument requiring the same; attest the signature or certify the incumbency or signature of any officer of the Association; and perform such other duties as the President, or the Board of Directors may prescribe. The Secretary shall perform the duties of the Treasurer of the Association in the absence or disability of the Treasurer.

4.9 Treasurer. The Treasurer shall keep, or cause to be kept, the financial books and records of the Association, and shall faithfully account for the Association's funds, financial assets, and other assets entrusted to the Treasurer's care and custody. The Treasurer shall make such reports as may be necessary to keep the President and the Board of Directors informed at all times as to the financial condition of the Association, and shall perform such other duties as the President, or the Board of Directors may prescribe. The Treasurer shall maintain the money and other assets of the Association in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. The Treasurer may provide for the investment of the money and other assets of the Association consistent with the needs of the Association to disburse such money and assets in the course of the Association's business. The Treasurer shall perform the duties of the Secretary of the Association in the absence or disability of the Secretary.

4.10 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Article 5 Committees

Advisory, standing and Ad Hoc committees to perform such tasks and to serve for such periods as may be designated by the Board or as provided in the Declaration are hereby authorized. Each such committee shall be composed and shall operate in accordance with the terms of the Declaration or resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors. An advisory, standing or Ad Hoc committee shall

not be authorized to exercise any authority of the Board under the Articles of Incorporation, the Declaration, these Bylaws or the Nonprofit Code except as expressly provided therein.

Article 6
Miscellaneous

6.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by resolution of the Board.

6.2 Parliamentary Rules. *Roberts Rules of Order* (current edition) shall govern the conduct of all Association proceedings, when not in conflict with Georgia law, the Articles of Incorporation of the Association, the Declaration or these Bylaws.

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

6.4 Electronic Records, Signatures and Documents. To the extent permitted by Georgia law, the Declaration and these Bylaws, the Association and its members, officers, directors, Owners and Occupants may perform any obligation or exercise any right by use of any technological means providing sufficient security, reliability, identification and verifiability, which technological means have been approved by the Board of Directors in its sole discretion.

6.5 Amendment. These Bylaws may be amended by the Board of Directors, with the consent of the Declarant, if such amendment is necessary to: (a) bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) enable any title insurance company to issue title insurance coverage with respect to the Lots subject to the Declaration; (c) enable an institutional or governmental lender or purchaser of mortgage loans, including, without limitation, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make or purchase Mortgage loans on the Lots subject to the Declaration; (d) enable any governmental agency or private insurance company to insure or guarantee Mortgage loans on the Lots subject to the Declaration; or (e) comply with the provisions of the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, *et seq.* Declarant may unilaterally amend these Bylaws for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Owner to use such Owner's Lot without the consent of the affected Owner nor shall it adversely affect the rights of the holder of any security interest granted by Declarant without the written consent of such holder. In addition, these Bylaws may be amended upon the affirmative vote, written consent or any combination of affirmative vote and written consent of at least two-thirds (2/3) of the Total Association Vote and the consent of Declarant.

EXHIBIT "D"**Operation and Maintenance Plan
Stormwater Management Facilities**

11/22/2013

**Howard & Hillyer Townhomes
LL 246, 7th District
Decatur, Georgia**

APPROVED

DATE 5/2/2014
BY John A. Malajowski
CITY ENGINEER

This operation and Maintenance Plan addresses the on going operations and maintenance procedures for stormwater management facilities and practices proposed for the site, in order to ensure their continued function as design and constructed. There are four components to the stormwater management facility.

1. Storm Drain Inlets**1.1 Maintenance Tasks**

Inspect storm drains inlets (catch basins) for debris accumulation. Visually inspect the inlet openings. Remove the manhole covers/grate to visually inspect the storm drainage structure for sediment and debris accumulation in the bottom of the structure. Any debris should be noted and removed, as necessary.

1.2 Maintenance Schedule

Storm drain inlets shall be inspected quarterly (no less).

1.3 Equipment Necessary

A shovel, gloves and manhole lid puller is required.

1.4 Skills and Training Necessary

No special skills are necessary for inspections.

1.5 Responsible Parties

- * Maintenance: Homeowners Association's private contractor.
- * Funding: Homeowners Association
- * Safety: Homeowners Association

2. Crystal Streams WQ Vaults**2.1 Maintenance Task**

See Maintenance and Cleaning Manual Attached Inspection Procedures (Sec. 1.2)
Cleaning Procedures-Surface Cleaning (Sec. 2.2) and Cleaning Procedures-
Confined Space Entry (Sec. 2.3)

2.2 Maintenance Schedule

See Maintenance and Cleaning Manual Attached Inspection Overview (Section 1.1)

2.3 Equipment Necessary

See Maintenance and Cleaning Manual Attached Cleaning Equipment (Section 2.3)

2.4 Skill/Training necessary

The attached manual is for routine cleaning of storm water debris and any unusual occurrences should be left to properly trained and equipped individuals (See note, Section 2.1, 2.1, and 2.3)

2.5 Responsible Parties

- * Maintenance: Homeowners Association's private contractor.
- * Funding: Homeowners Association
- * Safety: Homeowners Association

All associated check list for the CrystalStreams Stormwater Treatment Device are located at the end of the Maintenance and Cleaning Manual attached.

3. Underground Detention System (Pipe Barrels)**3.1 Maintenance Tasks**

Inspect underground detention system (72" pipe barrels) by accessing the system via the (2) access manholes at either end of the system or the outlet control structure. Visually inspect the system for sediment and debris accumulation. Visually inspect all joints between pipe sections, pipe connections, and connection to the outlet control structure. Visually inspect the pipe barrels for any noticeable deformation.

3.2 Maintenance Schedule

Underground detention system barrels shall be inspected quarterly (no less).

3.3 Equipment Necessary

A manhole lid puller, shovel, gloves, flashlight, garbage bag and rake may be required for removing debris. Motorized equipment may be required for extensive repair.

3.4 Skills and Training Necessary

Ability to read construction plans and relate existing conditions to approved design. OSHA Certification for working in confined spaces.

3.5 Responsible Parties

- * Maintenance: Homeowners Association's private contractor.
- * Funding: Homeowners Association
- * Safety: Homeowners Association

4. Underground Detention System (Outlet Control Structure)**4.1 Maintenance Tasks**

Inspect underground detention systems outlet control structure (O.C.S.) by accessing the system via the manhole covers provided. Visually inspect the O.C.S. for sediment and debris accumulation. Visually inspect all orifices and weir openings (and trash racks) in the "weir wall" to insure that the orifice/weirs are not clogged with sedimentation and debris. Visually inspect joints between pipe connections to outlet control structure. Visually inspect the outlet pipe from the outlet control structure (O.S.C.) to the down stream discharge point, to insure that the pipe is not clogged with debris and sediment accumulation. Inspect the Storm Drain Outlet Protection (St) provided at the end of the outlet pipe to insure that the rip rap has not been dislodged and is in place and surrounds the end of the pipe section. Sediment should be removed when it reaches half the depth of the original height of the stone. Inspection should be performed for signs of undercutting or excessive erosion at the transitions area. All repairs should be made immediately to prevent further damage.

4.2 Maintenance Schedule

Outlet Control Structure shall be inspected quarterly (no less).

4.3 Equipment Necessary

A manhole lid puller, shovel, gloves, flashlight, garbage bag and rake may be required for removing debris. Motorized equipment may be required for extensive repair or cleaning of sediment/debris.

4.4 Skills and Training Necessary

Ability to read construction plans and relate existing conditions to approved design.
OSHA Certification for working in confined spaces.

4.5 Responsible Parties

- * Maintenance: Homeowners Association's private contractor.
- * Funding: Homeowners Association
- * Safety: Homeowners Association

5. Documentation and Record-Keeping

Maintain, on-site, a copy of the final as-built Stormwater management Plan, the Stormwater Management Permit, and copies of all inspection reports. All documents shall be made available to the City of Decatur inspector upon request.

Key

A = Annual

Q = Quarterly

INSPECTION CHECKLIST

Maintenance Checklist for Storm Drain Inlets (catch basins/trench drains)

Frequency	Drainage Systems Feature	✓	Required Conditions	Actions Required if:	Potential Problem
Q	Storm drain inlets		No trash or debris located immediately in front of catch basin opening. Grate is kept clean and allows water to enter.	Trash or debris in front of the catch basin opening is blocking capacity by more than 10%.	On-site flooding
Q			No sediment or debris in the catch basin. Catch basin is dug out and clean.	Sediment or debris (in the basin) that exceeds 1/3 the depth from the bottom of basin to invert of the lowest pipe into or out of the basin.	ladder rungs unsafe
Q			Inlet and outlet pipes free of trash or debris.	Trash or debris in any inlet or pipe blocking more than 1/3 of its height.	Flooding
Q			Frame is sitting flush on top slab.	Frame not sitting flush on top slab, i.e. separation of more than 3/4 inch of the frame from the top slab.	Structural failure
Q			No cracks more than 1/4 inch wide at the joint of inlet/outlet pipe.	Cracks wider than 1/2 inch and longer than 1 foot at the joint of any inlet/outlet pipe or any evidence of soil particles entering catch basin through cracks.	Structural failure
Q			No color, odor, or sludge. Basin is dug out and clean.	Presence of chemicals such as natural gas, oil, and gasoline. Obnoxious color, odor, or sludge noted.	Fire hazard or other pollution
Q			No vegetation or root growth present.	Vegetation or roots growing in inlet/outlet pipe joints.	Outlet pipe is clogged vegetation

Key

A = Annual

Q = Quarterly

INSPECTION CHECKLIST

Maintenance Checklist for Storm Drain Sump Catch Basins

Frequency	Drainage Systems Feature	✓	Required Conditions	Action Required if:	Potential Problem
Q	Storm drain sump catch basins.		No sediment or debris in the catch basin. Catch basin is dug out and clean.	Sediment or debris (in the sump) that exceeds 50% (15") of the height of the sump.	System backs up, clogs or floods
Q			No standing water in catch basin sump	Debris/sediment has clogged perforations in sump manhole.	System clog
Q			No standing water in catch basin sump.	Presence of mosquito larvae.	Standing water in sump, mosquito breeding.

Key

A = Annual

Q = Quarterly

INSPECTION CHECKLIST

Maintenance Checklist for Underground Detention Systems (Pipe Barrels)

Frequency	Drainage Systems Feature	✓	Required Conditions	Action Required if:	Potential Problem
Q	Pipe Barrel		All sediment and debris removed from storage area. Contact City Public Works for guidance on sediment removal and disposal.	Accumulated sediment depth exceeds an elevation of 984.5 (painted line on weir wall within outlet control structure).	Debris and sediment
A			All joints between tank/pipe sections are sealed.	Any crack allowing material to leak into facility.	System failure
A			Tank/pipe repaired or replaced to design Contract a professional engineer for evaluation.	Any part of tank/pipe in noticeable bent out of shape.	Pipe barrel bent out of shape.

Key

A = Annual

Q = Quarterly

INSPECTION CHECKLIST

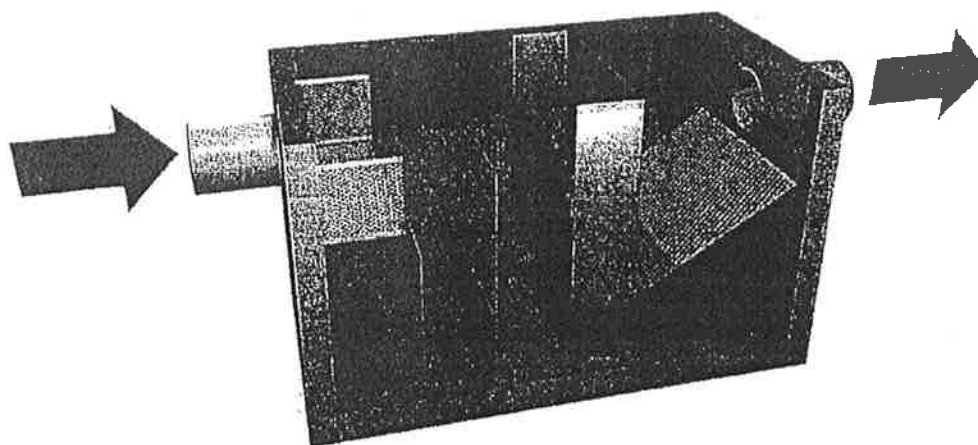
Maintenance Checklist for Outlet Control Structure

Frequency	Drainage Systems Feature	✓	Required Conditions	Actions Required if:	Potential Problem
Q	Cleanout (shear) gate		Gate is watertight and works as designed.	Cleanout (shear) gate is not watertight or is missing.	System failure
Q	Structure		All trash and debris removed.	Accumulated sediment depth exceeds an elevation of 984.5 (painted line on weir wall within outlet control structure).	Trash & debris (includes sediment)
Q	Structure		Connections to outlet pipe are watertight; structure repaired or replaced and works as designed.	Connections to outlet pipe are not watertight and show signs of leakage.	System failure
Q	Structure		Structure has no holes other than designed holes.	Any holes-other than designed holes-in the structure.	System failure
Q			Chain is in place and works as designed.	Chain leading to shear gate is missing or damaged	System failure
Q			Orifices/weirs are free of all obstructions and works as designed.	Any trash, debris, sediment, or vegetation blocking the orifices/weirs.	System overload
Q	Outlet Pipe		Pipe in free of all obstructions and works as designed.	Any trash or debris blocking (or having the potential of blocking) the outlet pipe.	System overload
Q	Access		Cover can be removed and reinstalled by one maintenance person.	One maintenance person cannot remove lid after applying 80 pounds of lift. Intent is to keep cover from sealing off access for maintenance.	System Inaccessible
Q	Access		Ladder meets design standards and allows maintenance persons safe access.	Maintenance person judges that ladder is unsafe due to missing rungs, misalignment, rust, or cracks.	Personal Injury

Maintenance and Cleaning Manual

(Models 646, 946, 956, 1056, 1266, 1856, 2056, & 2466)

CrystalStream™ Technologies
Stormwater Treatment Device



**READ THE FOLLOWING INFORMATION, INSTRUCTIONS AND WARNINGS
CAREFULLY BEFORE INSPECTING, PERFORMING MAINTENANCE OR
CLEANING THIS DEVICE**

This manual is intended to explain the specifics of our system, and to review the common aspects of the existing regulations and safety procedures. It is the responsibility of all personnel to familiarize themselves with, understand, and comply with all applicable local, state and federal laws, before attempting to inspect, maintain, or clean the CrystalStream unit.

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- 1.2 Inspection Procedures

- 2.1 Cleaning Overview
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- 2.3 Cleaning Procedures – Traffic Application
- 2.4 Cleaning Equipment
- 2.5 Disposal & Documentation
- 2.6 Hazardous Waste Procedures

- 3.1 Maintenance Overview

All precautions and procedures in this manual are current at the time of printing and are subject to change based on new processes and procedures. CrystalStream Technologies takes no responsibility and will be held harmless for any injuries, fines, penalties or other losses that occur involving any procedures in this manual or other non-addressed actions. The unit's performance is based on the procedures being followed and lack of performance due to non-compliance with these measures will be the responsibility of the owner.

1.1 Inspection Overview

The unit is designed and specified in most applications to comply with the non-point source mandates of the Clean Water Act and the NPDES regulations. These regulations state that any BMP (Best Management Practice) needs to be inspected every 90 days and cleaned and maintained as needed. Many local regulations have similar requirements and all federal, state and local requirements must be met. CrystalStream Technologies recommends visual inspection on a 30-day cycle as well as sediment depth inspection, during the construction phase. The unit inspection is done to determine the operational status of the unit and determine if a cleaning cycle is necessary as well as to meet any jurisdictional ordinance requirements. All inspections must be documented (Appendix 2). When construction has been completed and the site has stabilized, the CST unit should be inspected every 90 days and cleaned when there is 1" of sediment in front of the oil reservoir.

1.2 Inspection Procedures

As per the following:

- 1.2.1 The unit should be visually inspected from the surface to determine the integrity of access points. Look for broken hinges or broken or missing handles. A qualified welder should repair any broken hinges immediately. Inspect bolts on lid angle iron and look for loose red heads on angle iron. Replace red heads as needed. Re-paint the lid, with a rust resistant paint as necessary.
- 1.2.2 The access should be opened and secured properly.
- 1.2.3 A visual inspection should be made of the trash basket at the front of the unit to determine capacity and type of material trapped.
- 1.2.4 A visual inspection should be made of the water surface in the front of the unit to determine oil sheen or blanket.
- 1.2.5 A visual inspection should be made of the oil and hydrocarbon reservoir to determine amount of oil/water trapped and the historical high-water level in the unit.
- 1.2.6 A visual inspection of the water surface in the rear of the unit should be made and any pollutants noted.
- 1.2.7 Inspect the aluminum mesh in the trash basket. Replace as needed.
- 1.2.8 Inspect the basket frame for cracks or damage. Repair as needed. A visual inspection should be made of the pipe connections to the unit and any material decay or improper installation noted. Pipes should be cut flush with the interior wall of the unit and properly mudded in. If upon inspection it is noted that the pipes are not cut flush, or are not mudded in, contact the contractor and require that he correct this immediately.
- 1.2.9 Inspect baffles to ensure that they are properly seated into the brackets. Also note if there is any damage to baffles (bowing). Reseat baffles if necessary.
- 1.2.10 Inspect oil reservoir for cracks or damage. Check the welds around the oil reservoir for wear or damage and note any repair work necessary. A qualified

- welder must perform all repair work to the welds on the oil reservoir during the routine cleaning.
- 1.2.11 Inspect the riser for cracks in the concrete walls. Repair as required during the routine cleaning.
 - 1.2.12 A silt gauge should be used to determine sediment depth as shown in Appendix 1. Check the silt/sediment level behind the trash basket and in front of the oil reservoir
 - 1.2.13 The access for cleaning should be evaluated and documented. The truck cleaning these units requires a stable roadway capable of withstanding 15,000 pounds.
 - 1.2.14 Any changes in the area tributary that are evident should be noted.
 - 1.2.15 Replace the access point covers carefully.
 - 1.2.16 Note the condition of the area surrounding the unit on the inspection report. (Example: Grass, dirt, rocks, sink holes) Report any hazardous conditions to the appropriate supervisor.
 - 1.2.17 An inspection report should be completed, with a copy staying on site and a copy being sent to the local jurisdiction.

The inspection procedures for the traffic units are similar to those for the non- traffic units with the exception of the sediment depth evaluations as shown in Appendix 1 and an inspection of the grate and Frame and Ring and Cover. Also proper precautions should be taken in Traffic situations as specified in the Safety section of this manual.

NOTE: When there has been an obvious gasoline spill or other flammable/hazardous material in the unit, immediate notification should be given to the owner and jurisdictional authorities. This manual is for routine cleaning of storm water debris and any unusual occurrences should be left to properly trained and equipped individuals.

2.1 Cleaning Overview

The cleaning of the unit is the essential element to the operational success of the CrystalStream Device. The pollutant removal capacity of the device will eventually cause the equipment to fail without proper maintenance and additionally not achieve the goals of the installation. The cleaning cycle is dependant on a number of factors including pollutant load, rainfall, and time of year, basin changes, upstream mitigation tactics and installation. Based on the variety of factors, a cleaning schedule can be consistent or vary widely on the same device. This highlights the importance of the inspection process in the overall maintenance and integrity of the unit. The cleaning is generally done with a two-person crew and a vacuum pump system. The duration of the maintenance will depend on a number of factors but can typically be done in about 2.5 hours with properly trained individuals.

2.2 Cleaning Procedures – Surface Cleaning

If the cleaning of the unit is to be performed from the surface, the operator should expect a longer cleaning time and the potential for additional disposal charges. The front chamber of the unit will contain the trash and debris in the trash basket, any floating hydrocarbons that have not been skimmed into the oil/hydrocarbon reservoir and accumulated sediment on the bottom of the unit.

Cleaning procedures are as per the following:

- 2.2.1 The unit should be visually inspected from the surface to determine the integrity of the tread plate lid, Aluminum Hatch or other access.
- 2.2.2 A visual inspection of the unit should be done to evaluate structural integrity and determine if any impacted material is present in the device. If there has been a hazardous spill see Section 4.6

NOTE: When there has been an obvious gasoline spill or other flammable/hazardous material in the unit, immediate notification should be given to the owner and jurisdictional authorities. This manual is for routine cleaning of storm water debris and any unusual occurrences should be left to properly trained and equipped individuals.

- 2.2.3 The Trash Basket should be cleaned by either using a trash netting system or vacuum truck. If cleaning using a netting system, this material can be disposed of in trash bags in the normal manner.
- 2.2.4 The surface oil/hydrocarbon separation zone in the front chamber should be removed either with sorbants or with a vacuum truck.
- 2.2.5 The stormwater contained in the area between the surface water and the sediment accumulation can be decanted to minimize the amount of disposal required. Any downstream discharge needs to be after the surface cleaning and only down to the level of the bottom of the oil/hydrocarbon reservoir or the top of the sediment accumulation. Any pollutants discharged downstream are the responsibility of the cleaning operator.
- 2.2.6 The oil/hydrocarbon reservoir needs to be evacuated by the vacuum equipment.
- 2.2.7 The sediment accumulated in the front and rear chamber can be removed by the vacuum equipment.
- 2.2.8 The unit should be pressure washed down to remove any pollution attached to the baffles, walls or hydrocarbon reservoir.
- 2.2.9 All parts should be inspected for wear and tear and documented.
- 2.2.10 A maintenance report (Appendix 3) should be completed, with a copy staying on site and a copy being sent to the local jurisdiction.

2.3 Cleaning Procedures – Confined Space Entry

The cleaning procedures are similar for confined space entries except that the OSHA guideline apply and need to be followed. The confined space entry allows the crew to do a better job of cleaning the unit and allows for the time needed and disposal cost to be reduced.

CAUTION! Any inspection done in a traffic area must meet the DOT guidelines for roadway work and additional safety procedure will be necessary.

CAUTION ! All OSHA confined space requirements should be met while cleaning this unit.

- 2.3.1 The unit should be visually inspected from the surface to determine the integrity of the tread plate lid.
- 2.3.2 A visual inspection of the unit should be done to evaluate structural integrity and determine if any impacted material is present in the device. If there has been a hazardous spill see section 4.6

NOTE: When there has been an obvious gasoline spill or other flammable/hazardous material in the unit, immediate notification should be given to the owner and jurisdictional authorities. This manual is for routine cleaning of storm water debris and any unusual occurrences should be left to properly trained and equipped individuals.

- 2.3.3 A ladder should be inserted on the front side of the unit between the baffles and a sorbant blanket laid on the surface of the water to collect any free oil floating on the surface.
- 2.3.4 In most units, the trash basket and baffles can be removed to allow easier access to the bottom of the unit.
- 2.3.5 Inspect the aluminum mesh in the trash basket. Replace as needed.
- 2.3.6 The Trash Basket should be cleaned and directly disposed of in garbage bags.
- 2.3.7 The stormwater contained in the area between the surface water and the sediment accumulation can be decanted to minimize the amount of disposal required. Any downstream discharge needs to be after the surface cleaning and only down to the level of the bottom of the oil/hydrocarbon reservoir or the top of the sediment accumulation. Any pollutants discharged downstream are the responsibility of the cleaning operator.
- 2.3.8 The unit should be pressure washed down to remove any pollution attached to the baffles, walls or hydrocarbon reservoir.
- 2.3.9 The ladder can be used to get on to the unit floor and remove the rest of the water and sediment from the bottom of the unit.
- 2.3.10 The walls should be wiped down in the front with a sorbant blanket

CST Cleaning and Maintenance Manual

- 2.3.11 The fresh coconut fiber mesh should be replaced in the frame and the frame assembly returned to the unit.
- 2.3.12 All parts should be inspected for wear and tear and documented.
- 2.3.13 Remove all equipment from the unit. Replace the manhole cover and the grate in the concrete lid.
- 2.3.14 A maintenance report (Appendix 3) should be completed, with a copy staying on site and a copy being sent to the local jurisdiction.

Cleaning Equipment

The equipment needed to clean the CrystalStream unit is:

- Vacuum truck 750 gallon
- Pressure Washer
- Submersible Pump
- Generator
- Sorbant Pads (Mycelx™)
- 16-25 Ft. Ladder
- Gloves
- Coconut Fiber Mesh (Rolanka Industries)
- Trash Bags
- CrystalStream Lid Hooks
- Sediment/Silt Gauge
- Rubber boots
- Testing equipment to meet OSHA confined space entry requirements
- Cones
- Barricades
- Caution Tape
- Hardhat
- Waterproof silicon caulk
- Aluminum mesh (for trash basket)
- Flat shovel
- 20' electrical cord
- 5 gallon bucket w/rope
- First Aid kit containing eye wash
- Tripod safety harness recovery apparatus

Call CrystalStream at 1-800-748-6945 if you need supplies or parts.

CST Cleaning and Maintenance Manual

Documentation and Disposal

The cleaning of the unit should be documented and the contents of the unit estimated and recorded in a log for inspections. This documentation should meet Federal, State and Local Guidelines.

The disposal of the trash, debris, water and sediment should be done at an approved facility and the proper permits should be obtained to transport the material. Sediment and water should be disposed of in accordance with all applicable state and local regulations. Sediment should be removed to a landfill and liquids to a decanting facility.

Hazardous Waste Procedure

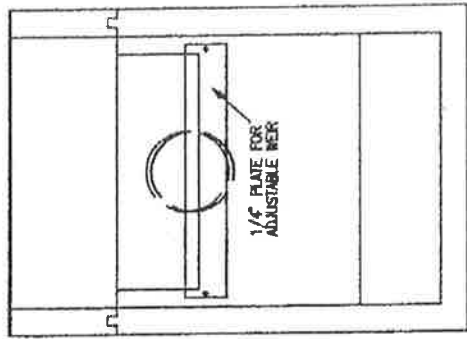
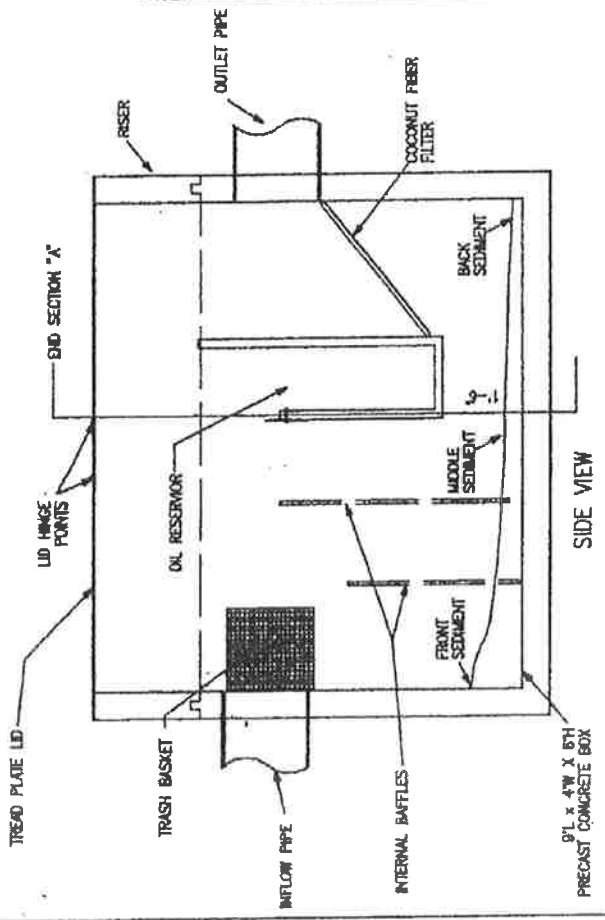
The presence of any hazardous material inside the unit should prompt an immediate call to the jurisdiction and an appropriate hazardous response team. This material is not part of the standard cleaning of the device and should be treated with the proper care afforded such spills as per Federal, State and Local guidelines.

3.1 Maintenance Overview

All of the components in the unit should be inspected at every cleaning to determine wear or damage. If any components are damaged, please contact CrystalStream Technologies for an evaluation of the damage and a maintenance estimate.

DO NOT DUPLICATE WITHOUT PERMISSION

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CRYSTALSTREAM™ WATER QUALITY VAULT
Patent Pending

TYPICAL LAYOUT
APPENDIX "A"

APPENDIX 1

APPENDIX 2

Maintenance Inspection Checklist

Inspector Name		Inspection Date	
Device Location		Serial Number	

Item	Cleaned	Repaired	Replaced	Comments
Lid: inspect bolts, eyehooks, hinges				
Lid: inspect paint				
Inlet Side: measure water depth				
Inlet Side: measure sediment depth				
Inlet Side: take water sample				
Inlet Side: take sediment sample				
Trash Rack: remove trash				
Trash Rack: inspect hardware cloth				
Trash Rack: inspect aluminum mesh				
Baffle Plates: inspect for damage				
Oil Blanket: inspect for spills				
Oil Bucket: measure depth				
Oil Bucket: inspect for leaks / spills				
Outlet Side: remove any trash				
Outlet Side: measure sediment depth				
Surroundings: check grass/plantings				

Sampling			
Sediment sample number		Water sample number	

Device Summary	
Depth of sediment: inlet side	Inches
Depth of sediment: outlet side	Inches
Depth of water in unit at inspection	Inches
Depth of fluid in bucket at inspection	Inches

Crew Summary	
Time of Arrival	
Time of Departure	
Total Time on Device	Hours
Disposal Fees (if any)	

CST Cleaning and Maintenance Manual

Water Level	Oil Bucket Level	Sediment Level	Trash Conditions
<input type="checkbox"/> low <input type="checkbox"/> normal <input type="checkbox"/> above outlet	<input type="checkbox"/> low <input type="checkbox"/> typical <input type="checkbox"/> high	<input type="checkbox"/> little <input type="checkbox"/> typical <input type="checkbox"/> excessive	<input type="checkbox"/> minimal <input type="checkbox"/> typical <input type="checkbox"/> unacceptably high

Recommendations: This unit appears to need maintenance on a shorter / longer / unchanged schedule.

This report is a complete and accurate description of conditions found at the time of inspection and all work performed on this device.

Inspector's Signature:

Date:

Additional Comments

APPENDIX 3

Maintenance Cleaning Checklist

Inspector Name		Inspection Date	
Device Location		Serial Number	

Item	Cleaned	Repaired	Replaced	Comments
Lid: inspect bolts, eyehooks, hinges				
Lid: inspect paint				
Inlet Side: measure water depth				
Inlet Side: measure sediment depth				
Inlet Side: take water sample				
Inlet Side: take sediment sample				
Inlet Side: vacuum out sediment				
Trash Rack: remove trash				
Trash Rack: inspect hardware cloth				
Trash Rack: inspect aluminum mesh				
Baffle Plates: inspect for damage				
Oil Blanket: pump off oil				
Oil Bucket: measure depth				
Oil Bucket: pump out as necessary				
Outlet Side: remove any trash				
Outlet Side: measure sediment depth				
Outlet Side: vacuum out sediment				
Surroundings: check grass/plantings				

Sampling			
Sediment sample number		Water sample number	

Device Summary	
Depth of sediment: inlet side	Inches
Depth of sediment: outlet side	Inches
Depth of water in unit at inspection	Inches
Depth of fluid in bucket at inspection	Inches

Crew Summary	
Time of Arrival	
Time of Departure	
Total Time on Device	Hours
Disposal Fees (If any)	

CST Cleaning and Maintenance Manual

Water Level	Oil Bucket Level	Sediment Level	Trash Conditions
<input type="checkbox"/> low <input type="checkbox"/> normal <input type="checkbox"/> above outlet	<input type="checkbox"/> low <input type="checkbox"/> typical <input type="checkbox"/> high	<input type="checkbox"/> little <input type="checkbox"/> typical <input type="checkbox"/> excessive	<input type="checkbox"/> minimal <input type="checkbox"/> typical <input type="checkbox"/> unacceptably high

Recommendations: This unit appears to need maintenance on a shorter / longer / unchanged schedule.

This report is a complete and accurate description of conditions found at the time of inspection and all work performed on this device.

Inspector's Signature:	Date:
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Additional Comments