BELLETERRE HOMEOWNERS ASSOCIATION, INC.
[CONCERNED OWNERS]

6205-002

Fulton County

1. Declaration of Protective Covenants for Belleterre (recorded 3/10/94, Deed Book 17909, Page 158)

2. By-Laws of Belleterre Community Association, Inc. (recorded 3/10/94, Deed Book 17909, Page 191)

3. Fence Guidelines

4. Relinquishment of Certain Declarant's Rights (recorded 11/24/98, Deed Book 25712, Page 229)

5. Amendment to the Declaration of Protective Covenants (recorded 11/24/98, Deed Book 25712, Page 230)

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DECLARATION OF PROTECTIVE COVENANTS

FOR

BELLETERRE

MARLENE G. YOUNG, P.C.
181 Fourteenth Street, N.E.
Second Floor
Atlanta, Georgia 30309
(404) 892-0237

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DECLARATION OF PROTECTIVE COVENANTS

FOR

BELLETERRE

THIS DECLARATION is made on the date hereinafter set forth by Carson Developments, Inc., a Georgia corporation (hereinafter sometimes called "Declarant").

Background Statement

Declarant is the owner, or if not the owner has the consent of the owner, of the real property described in Article II, Section 1 of this Declaration.

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

Article I
Definitions

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

Article II
Property Subject To This Declaration

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

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

Article III
Association Membership and Voting Rights

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

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

Article IV
Assessments

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

Section 2. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) annual assessments or charges; (b) special assessments, such assessments to be established and collected as hereinafter provided; and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration. All such assessments, together with late chargek interest, not to exceed the lesser of the maximum rate permitted law or eighteen (18%) percent per annum on the principal amount due, and costs, including, without limitation, reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which each **assessment** is made. Each such assessment, together with late charges, interest, costs, including, without limitation, reasonable attorney's fees actually incurred, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the assessment fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Lot, 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 its granter shall not apply to any first Mortgagee taking title through foreclosure proceedings or deed in lieu of. foreclosure.

The Association shall, within five (5) days after receiving a written request therefor and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the **assessments** on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of issuance.

Annual assessments shall be levied at a uniform rate per Lot 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, of the annual assessment for delinquents. Unless otherwise provided by the **Board**, the assessment shall be paid in annual installments.

Section 3. Computation. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which may include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the assessments to be levied against each Lot for the following year to be delivered to each member at least thirty (30) days prior to the end of the current fiscal year (or at least thirty (30) days prior to the due date of the first installment in the case of the initial budget). The budget and the assessment shall become effective unless disapproved at a meeting by a majority of the Total Association Vote. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Section 4. Special Assessments. In addition to the other assessments authorized herein, the Association may levy special assessments any year. So long as the total amount of special assessments allocable to each Lot does not exceed $300.00 in any one fiscal year, the Board may impose the special assessment. Except as provided in Article VII, Section 3 hereof, any special assessment which would cause the amount of special assessments allocable to any Lot to exceed this limitation shall be effective only if approved by a majority of the Total Association Vote. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special **assessment is** imposed.

Section 5. Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration, together with late charges, interest, costs, including, without limitation, reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such Lot in favor of the Association and the Association shall be entitled to file a document evidencing such lien in the land records of the county in which the Lot is located. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a first Mortgage or on any Mortgage to Declarant duly recorded in the land records of the county where the Community is located and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument.

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

Section 6. Effect of Nonpayment of Assessments: **Remedies** of the **Association.** Any assessments or installments thereof which are not paid when due shall be delinquent. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association shall cause a notice of delinquency to be given to any member who has not paid within ten (10) days following .the due date. If the assessment is not paid within thirty (30) days, a lien, as.herein provided, shall attach and, in addition, the lien shall include interest, not to exceed the lesser of the maximum rate permitted by law or eighteen (18%) percent per annum on the principal amount due from the date first due and payable, all late charges, all costs of collection, including, without

limitation, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a.conveyance, vests in the Association or its agents the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same.

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

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

Section 7. **Date** of **Commencement of Assessments.**

(a) The annual assessments provided for herein shall commence as to all Lots then existing and subject to assessment under this Declaration on the first day of the month following the conveyance of the first Lot by the Declarant to a Person other than Declarant and shall be due and payable in a manner and on a schedule as the Board of Directors may provide.

(b)) After the commencement of assessment payments as to any Lot, Declarant, on behalf of itself and its successors and assigns covenants and agrees to pay the full amount of the assessments provided herein for each Lot it owns containing an occupied residence; provided, however, each Lot owned by Declarant which does not contain an occupied residence shall not be subject to any assessment provided for herein.

(c) Any Lot 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 or any other Person, so long as such Lot is approved for use as a model home and is not occupied for residential pu poses.

Section 8. **Specific Assessments.** The Board shall have the power to specifically assess pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Fines levied pursuant to Article XII, Section 1 of this Declaration and the costs of maintenance performed by the Association for which the Owner is responsible under Article V, Sections 1 and 2 of this Declaration shall be specific assessments. The Board may also specifically assess Owners for the following Association expenses (except for expenses

incurred for maintenance and repair of items which are the maintenance responsibility of the Association as provided herein):

(a) Expenses of the Association which benefit less than all of the Lots may be specifically assessed equitably among all of the Lots which are benefitted according to the benefit received,

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

Section 9. 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: (i) advance funds 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 annual, special and specific assessments collected by the Association in any fiscal year, and such advances shall be evidenced by promissory notes from the Association in favor of the Declarant; or (ii) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for such a loan in the local **area** of the Community. The Declarant in its sole discretion may guarantee repayment of such loan, if required by the lending institution, but no Mortgage secured by the Common Property or any of the improvements maintained by the Association shall be given in connection with such loan.

Article V
Maintenance: Conveyance of Common Property to Association

Section 1. **Association's Responsibility.** The Association shall maintain and keep in good repair the Common Prop rty. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Property. The Association shall also maintain: (a) all entry features for the Community including the expenses for water and electricity, if **any**, provided to all such entry features; (b) streetscapes located at other street intersections within the Community; (c) all cul-de-sac islands located in the Community; (d) landscaping originally installed by the Declarant whether or not such landscaping is on a Lot or public right-of-way; (e) all drainage and detention areas which were originally maintained by the Declarant, to the extent such areas are not maintained on an ongoing basis by a local governmental entity; (f) any lake(s), dam(s) or shoreline(s) which may **exist** within the Community or which are made available for the use and enjoyment of owners and Occupants within the Community; and (g) all property outside of Lots located within the Community which was originally maintained by Declarant. The maintenance responsibility for lakes which may exist within the Community or which are made available for the use and enjoyment of owners and Occupants within the Community shall include, without limitation, inspecting and maintaining the **da.m(s)**, stocking the lake(s) with fish as approved by the Board of Directors, and performing any **necessary** dredging or other **necessary** maintenance.

In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Community, where the Board has determined that such maintenance would benefit all owners.

In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an OWner, or the family, guests, lessees, or invitees of any owner, and is not covered and paid for by insurance, in whole or in part, then the Association may perform such

maintenance, repair or replacement at such OWner's sole cost and expense, and all **costs** thereof shall be added to and become a part of the assessment to which such OWner is subject a.nd shall become a lien against the Lot of such owner.

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

Section 2. **OWners' Responsibility.** Except as provided in Section 1 above, all.maintenance of the Lot and all structures, parking areas, landscaping, and ,•' . otner _improvements thereon shall be the sole responsibility of the OWner thereof, who shall maintain such Lot in a manner consistent with the Community-Wide Standard and this Declaration. In the event that the Board of Directors of the Association determines that any OWner has failed or refused to discharge properly 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 particul rity the maintenance, repairs, 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 (10) day period, to commence such work which shall be completed within a reasonable time. If any owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at such owner's sole cost and expense, and all costs shall be added to and become a part of the assessment to which such owner is subject and shall become a lien against the Lot.

Section 3. **Party Walls and Party Fences.**

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

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

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

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

(e) Arbitration. In the event of any dispute arising concerning a party wall or fence, or under the provisions of this Section, **each** party shall appoint one arbitrator. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor by the Board of Directors, the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one additional arbitrator and the decision by a majority of all three arbitrators shall be binding upon the parties and shall be a condition

precedent to any right of legal action that either party may have against the other.

Section 4. Conveyance of Common Property by Declarant to **Association.** The Declarant may transfer or convey to the Association any personal property and any improved or unimproved real property, leasehold, easement, or other property interest. Such conveyance shall be accepted by the Association, and the property shall thereafter be common Property to be maintained by the Association for the benefit of all or a part of its members. Lakes and dams shall, without limitation, be included in the property that may be conveyed by Declarant and accepted by the Association. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section, including, without limitation, dredging or otherwise removing silt from any lake that may be conveyed.

Article VI
Use Restrictions and Rules

Section 1. General. This Article, beginning at Section 2, sets out certain use restrictions which must be complied with by all Owners and Occupants. These use restrictions may only be a.mended in the manner provided in Article XII, Section 4 hereof regarding amendment of this Declaration. In addition, the **Board** may, from time to time, without consent of the members, promulgate, modify, or delete other use restrictions and rules and regulations applicable to the Community, Such use restrictions and rules 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, cancelled, or modified in a regular or special meeting by a majority of the Total Association Vote.

Section 2. Residential Use. All Lots shall be used for residential purposes exclusively. No business or business activity shall be carried on, in or upon any Lot at any time except with the written approval of the Board. Leasing of a Lot shall not be considered a business or business activity. However, the Board may, but shall be obligated to, permit a Lot to be used for business purposes so long as such business, in the sole discretion of the Board, does not otherwise violate the provisions of the Declaration or Bylaws, does not create a disturbance and does not unduly increase traffic flow or parking congestion. The Board may issue rules regarding permitted business activities.

Section 3. Architectural **Standards.** No exterior construction, alteration, addition, or erection of any nature whatsoever shall be commenced or placed upon any part of the Community, except such as is installed by the Declarant, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection, or alteration shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials, and location shall have been bmitted in writing to and approved by an Architectural Review Committee ("ARC")•..The ARC may be established such that it is divided into two subcommittees, with one subcommittee having jurisdiction over modifications and the other having jurisdiction over new construction. The Board may employ architects, engineers, or other Persons as it deems necessary to enable the ARC to perform its review. The ARC may, from time to time, delegate any of its rights or responsibilities hereunder to one or more duly licensed architects or other qualified Persons, which shall have full authority to act on behalf of the committee for all matters delegated. Written design guidelines and procedures may be promulgated for the exercise of this review, which guidelines may provide for a review fee. So long as the Declarant owns any property for development and/or sale in the Community or has the right unilaterally to annex additional property to the Community, the Declarant shall have the right to appoint all members of the ARC. Upon the expiration or earlier surrender in writing of such right, the Board shall appoint the members of the ARC.

If the ARC fails to approve or to disapprove submitted plans and specifications within sixty (60) days after the plans and specifications have been submitted to it, the foregoing will be deemed approved. However, all activities commenced pursuant to plans which have been deemed approved shall be consistent with such plans.

As a condition of approval under this Section, each Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all .reeipoIJ.sibilities for maintenance, repair, replacement, and insurance to and on {lny change, modification, addition, or alteration. In the discretion of the ARC, an Owner may be made 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 ARC shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Board or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available to the Association, in the event of noncompliance with this Section, the Board may, as provided in Article XII, Section 1 hereof, record in the appropriate land records a notice of violation naming the violating owner.

PLANS AND SPECIFICATIONS ARE NOT APPROVED FOR ENGINEERING OR STRUCTURAL DESIGN OR QUALITY OF MATERIALS, AND BY APPROVING SUCH PLANS AND SPECIFICATIONS NEITHER THE ARC, THE MEMBERS THEREOF, NOR THE ASSOCIATION ASSUMES LIABILITY OR RESPONSIBILITY THEREFOR, NOR FOR ANY DEFECT IN ANY STRUCTURE CONSTRUCTED FROM SUCH PLANS AND SPECIFICATIONS. NEITHER DECLARANT, THE ASSOCIATION, THE ARC, THE BOARD, NOR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS OF ANY OF THEM SHALL BE LIABLE IN DAMAGES TO ANYONE SUBMITTING PLANS AND SPECIFICATIONS TO ANY OF THEM FOR APPROVAL, OR TO ANY OWNER OF PROPERTY AFFECTED BY THESE RESTRICTIONS BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS. EVERY PERSON WHO SUBMITS PLANS OR SPECIFICATIONS AND EVERY OWNER AGREES THAT SUCH PERSON OR OWNER WILL NOT **BRING** ANY ACTION OR SUIT AGAINST DECLARANT, THE ASSOCIATION, THE ARC, THE BOARD, OR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS OF ANY OF THEM 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 PROV IONS 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, .

Section 4. Signs. No sign of any kind shall be erected by an Owner or Occupant within the Community without the prior written consent of the ARC except (a) not more than one "For Sale" and "For Rent" **sign** consistent with the Community-Wide Standard and having a maximum area of four square feet, (b) security signs consistent with the community-Wide Standard, (c) any signs required by legal proceedings, and (d)' signs erected by Declarant. Notwithstanding the foregoing, the Board shall have the right to erect reasonable and appropriate signs.

Section 5. Vehicles. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, and automob.iles. Vehicles shall not be parked on any streets within the Community. Vehicles shall not be parked on the Common Property or on any portion of a Lot other than the driveway and the garage. Unless and except to the extent that the Occupants of a Lot shall have more vehicles than the number of parking **areas** serving their Lot, all vehicles shall be parked within such parking areas. Where the Lot contains a

garage, "parking areas" shall refer to the number of garage parking spaces. All parking shall be subject to such rules and regulations as the Board may adopt.

All single-family detached homes shall contain a garage; carports shall not be permitted. Garage doors shall be kept closed at all times, except during times of ingress and egress from the garage.

No towed vehicle, boat, boat trailer, recreational vehicle, motor home, mobile home, bus, truck with camper top, truck or commercial vehicle over one ton capacity, motorcycle, minibike, scooter, go-cart or similar recreational vehicle shall be permitted on any Lot, except if kept in an enclosed garage, for periods longer than 48 consecutive hours (the intent of this provision is that the aforementioned recreational vehicles may not be stored on a Lot except if in a garage and the temporary removal of such vehicle from a Lot to break the continuity of the 48 consecutive hours shall not be sufficient to establish compliance with this restriction). Any such vehicle shall be considered a nuisance and may be remo,red from the Community. Trucks with mounted campers which are an OWner's or Occupant's 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 vehicle may be left upon any portion of the Community, except in a garage, if it is unlicensed or if it is in an condition such that it is incapable of being operated upon the public highways. Any such vehicle shall be considered a nuisance and may be removed from the Community.

No motorized vehicles shall be permitted on pathways or unpaved Common Property except for public safety vehicles and vehicles authorized by the Board.

Section 6. Leasing. Lots may be leased for residential purposes. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, Bylaws, use restrictions, and rules and regulations of the Association and obligate the tenant to comply with the foregoing.

Section 7. **Occupants Bound.** All provisions of the Declaration, Bylaws, and of any rules and regulations, use restrictions or design guidelines promulgated pursuant thereto which govern the conduct of OWners and which provide for sanctions against owners shall also apply to all occupants even though Occupants are not specifically mentioned. Fines may be levied against owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be levied against the owner.

Section 8. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number, as determined by the Board; provided, however, those pets which are permitted to roam free, or, in the sole discretion of the Board endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the OWners or Occupants of other Lots or the owner of any property located adjacent to the Community may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Lot be confined on a leash. Without prejudice to the Board's right to remove any such household pets, no household pet that has caused damage or injury may be walked in the Community.

Section 9. Nuisance. It shall be the responsibility of each OWner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such owner's Lot. No property within the Community shall be **used,** i.n whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any **noise** or other condition

that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property, No noxious or offensive activity shall be carried on within the community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Community, There shall not be maintained any plants or **animals** or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community, Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law.

Section 10, **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.

Section 11, **Antennas.** No exterior antennas of any kind shall be placed, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the ARC, No free standing antennas whatsoever shall be placed on any Lot including, without limitation, satellite dishes.

Section 12. Tree Removal. No trees shall be removed from any portion of the Community without the prior written consent of the ARC except for **(a) trees** that are located within ten (10) feet of a drainage area, a septic field, a sidewalk, a residence or a driveway, (b) diseased or dead trees, and (c) **trees** removed by Declarant.

Section 13. **Drainage.** Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves for the benefit of Declarant and the Association and their respective successors and assigns a perpetual easement across the Community property for the purpose of altering drainage and water flow. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

Section 14. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 15, Garbage cans. Woodpiles. Etc. All garbage cans, woodpiles, swimming pool pumps, filters and related equipment, air conditioning compressors and other similar items shall be located or screened **so as** to be concealed from view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. Declarant, however, hereby expressly reserves the right to dump and bury rocks and trees on property within the community as needed for efficient construction and to.allow developers and builders within the Community to bury rocks and trees removed from a building site on such building site. Trash, garbage, debris, or other waste matter of any kind may.not be burned within the Community.

Section 16. Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the ARC, Declarant, however, hereby expressly reserves the right to replat any Lot or Lots

owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 17. Guns. The use of firearms in the Community is prohibited. The term "firearms" includes without limitation "B-B" guns, pellet guns, and small firearms of all types.

Section 18. **Fences.** No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the ARC. The ARC may **1ssue** guidelines detailing acceptable fence styles or specifications, but in no event may a chain link or barbed wire fence be approved.

Section 19. Utility **Lines.** Except as may be permitted by the ARC, no overhead utility lines, including lines for cable television, shall be permitted within the Community, except for temporary lines as required during construction and lines installed by or at the request of Declarant.

Section 20. Air-Conditioning·Units. Except as may be permitted by the ARC, no window air conditioning units may be installed.

Section 21. Lighting. Except as may be permitted by the ARC, exterior lighting visible from the street shall not be permitted except for (a) approved lighting as originally installed on a Lot; (b) one ecorative post light, (c) street lights in conformity with an established street lighting program for the Community; (d) seasonal decorative lights; or (e) front house illumination of model homes.

Section 22. Artificial Vegetation, Exterior Sculpture, and Similar **Items.** No artificial vegetation shall be permitted on the exterior of any property. Exterior sculpture, fountains, flags, and similar items must be approved by the **ARC.**

Section 23. **Energy Conservation Equipment.** No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the ARC.

Section 24. Swimming Pools. No swimming pool shall be constructed, erected or maintained upon any Lot without the prior written consent of the A,RC and in no event shall any above-ground swimming pool be permitted.

Section 25. Gardens, Play Equipment and Pools. No vegetable garden, hammock, statuary, play equipment (including, without limitation, basketball goals), or pool shall be constructed, erected or maintained upon any Lot unless the type and location thereof has been previously approved by the ARC.

Section 26. Mailboxes. All mailboxes located on Lots shall be of a similar style approved by the ARC and shall be installed initially by the original home builder. Replacement mailboxes may be installed after the type has been approved in writing by the ARC.

Section 27. **Exteriors.** Any change to the exterior color of any improvement located on a Lot, including, without limitation, the dwelling or any fence located on a Lot, must be approved by the ARC.

Section 28. Clotheslines. No exterior clotheslines of any type shall be permitted upon any Lot.

Section 29. Exterior Security Devices. No exterior security devices, including, without limitation, window bars, shall be permitted on any residence

or Lot. Signs placed on the Lot or the exterior of the residence stating that such residence is protected by a security system shall not be deemed to constitute an exterior security device.

Section 30. **Entry Features.** OWners shall not alter, remove or - add improvements to any entry features constructed by the Declarant on any Lot, or any part of any easement area associated therewith without the prior written consent of the ARC.

. **Section** 31. **Lakes**. This Section, Article XI, Section 5 of this Declaration, and rules, use restrictions and design guidelines issued by the Board or its designee shall govern the use of such lakes as may exist in the Community or such lakes as are made available for the use of all OWners and occupants in the community. OWners are prohibited from withdrawing water from the lakes which exist within the Community for irrigation of the **lawns** and gardens on a Lot. Fishing shall be permitted so long as a license is obtained from the appropriate governmental authority, if necessary. Ice skating, jet skiing and swimming shall not be permitted. Boats shall be permitted on such lakes only as authorized by the Board. No docks shall be permitted on any Lot or lake. Retaining walls and similar structures shall not be installed without the prior written approval of the ARC.

Notwithstanding anything contained in this Declaration to the contrary, the Board or its designee, in enforcing the use restrictions contained in this Article VI of the Declaration or promulgating, adopting or enforcing rules and regulations, may apply a stricter standard to any Lot which adjoins, abuts or contains any part of a lake within the Community, if in the sole discretion of the Board or its designee, such is necessary to uphold the appearance of the Community, and especially any lake(s) within the Community.

Notwithstanding anything to the contrary contained herein, NEITHER THE DECLARANT, THE ASSOCIATION, THE BOARD OR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS OF ANY OF THEM SHALL BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OCCURRING ON OR ARISING OUT OF THE AUTHORIZED OR UNAUTHORIZED USE OF LAKES OR OTHER BODIES OF WATER WITHIN THE COMMUNITY BY ANY PERSON.

Article VII
Insurance and Casualty Losses

Section 1. **Insurance** on **Common Property.** The Board of Directors or the duly authorized agent of the Association shall have the authority to and shall obtain or cause to be obtained insurance for all insurable improvements whether or not located on the Common Property which the Association is obligated to maintain. This insurance shall provide, at a minimum, fire and extended coverage, including vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

The Board shall obtain a public liability policy applicable to the common Property covering the Association and its membe.rs for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of **at least** One Million ($1,000,000.00) Dollars.

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

otherwise arranged to .obtain the required insurance coverage through the Declarant.

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

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

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

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

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

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

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

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

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

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

(iv)) that no policy may be cancelled, subjected to nonrenewal, invalidated, or suspended on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any owner or Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual owners' policies from consideration; and

(vi) that no policy may be cancelled, subjected to nonrenewal or substantially modified without at least thirty (30) **days'** prior written notice to the Association.

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

Section 2. **Individual Insurance.** By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of individual Lots, and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Lot and all structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an "all-risk" policy, if reasonably available, including vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in th event of damage or destruction from any such hazard. If all-risk coverage is not reasonably available, owners shall obtain, at a minimum, fire and extended coverage. The policies required hereunder shall be in effect at all times. Authority to adjust losses under policies obtained by an Owner shall be vested in the Owner. The Association shall have the right, but not the obligation, at the expense of the owner, to acquire the insurance required to be maintained by the Owner if the Owner fails to provide a valid policy to the Association with a prepaid receipt within ten (10) days after receipt by the Owner of a written request from the Association. If the Association does acquire insurance on behalf of any Owner, the cost thereof shall be assessed against the Owner and the Lot **as a** specific assessment.

Section 3. **Damage and Destruction -- Insured by Association.**

(a) In General. Immediately after damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed **estimates** of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. The Peard of Directors shall have the enforcement powers specified in Article XII, Section 1 of this Declaration necessary to enforce this provision.

(b) Repair and Reconstruction. Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least seventy-five (75%) percent of the Total Association Vote otherwise agree. If for any reason. either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information

shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

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

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

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

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

Article VIII
Condemnation

In the event of a taking by eminent domain of any portion of the Common Property on which improvements have been constructed, then, unless within sixty (60) days after such taking, at least seventy-five (75%) percent of the Total Association Vote shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Property to the extent lands are available therefor. The provisions of Article VII, Section 3 above, applicable to Common Property improvements damage, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

Article IX
Annexation of Additional Property

Section 1. Unilateral Annexation By Declarant.

(a). As the owner thereof or, if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option from time to time at any time until seven (7) years after the recording of this Declaration to subject all or any portion of the real property described in

Exhibit "C", attached hereto and by reference made a part hereof to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the county in which the property to be annexed is located a Supplementary Declaration describing the property being subjected. Any such annexation shall be effective upon the filing for record of such Supplementary Declaration unless otherwise provided therein. As long as covenants applicable to the real property previously subjected to this Declaration are not changed and as long as 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.

(b) The rights reserved unto Declarant to subject additional land to the Declaration shall not impose any obligation upon Declarant to subject any of such additional land to this Declaration or to the jurisdiction of the **Association**. If such additional land is not subjected to this Declaration, Declarant's reserved rights shall not impose any obligation on Declarant to **impose** any covenants and restrictio;1s 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 such uses are consistent with the covenants and restrictions imposed hereby or not.

Section 2. **other Annexation.** Subject to the consent of the owner(**s)** thereof and the consent of the Declarant (so long as the Declarant owns any property for development and/or sale in the Community or has the right unilaterally to annex additional property to the Community), upon the affirmative vote or written consent, or any combination thereof, of the OWners of at **least** two-thirds (2/3) of the Lots (other than Lots owned by Declarant so long as the consent of Declarant is required), the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the county in which the property to be annexed is located a Supplementary Declaration describing the property being annexed. **Any such** Supplementary Declaration shall be signed by the President of the Association whose signature shall be attested by the Secretary of the Association, **and any** such annexation shall be effective only upon the filing for record of such Supplementary Declaration, unless a later effective date is provided therein.

Article X
Mortgagee Provisions

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

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

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

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

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

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

Section 2, Ho Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any OWner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such OWner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

Section 3. **Notice to Association.** Upon request, each Lot OWner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such OWner's Lot.

Section 4. Applicability **of Article X.** Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or Georgia law for any of the acts set out in this Article.

Section 5, **Failure of Mortgagee** to **Respond,** Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

Section 6. Amendments by **Board.** Should the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, HUD or VA subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the owners, may cause an amendment to this Article to be recorded to reflect such changes.

Article XI
Easements

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

Section 2. Basements for Use and Enjoyment,

(a) Every owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property, if any, which shall be appurtenant to and shall pass with the title to each Lot, subject to the following provisions:

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

(ii) the right of the Association to suspend the voting rights of a Lot owner and the right of an OWner to use the recreational facilities available for use by the Community, if any, for any period during which any **assessment** against such owner's Lot which is hereby provided for remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, Bylaws, or rules and regulations;

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

(iv) the right of the Association to dedicate or grant licenses, permits or easements over, under and through the Common Property to governmental entities for public purposes; and

(v) the right of the Association to dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by the affirmative vote of members who are owners of at least two-thirds (2/3) of the Lots (other than Lots of Declarant so long as the consent of Declarant is required) and.the consent of Declarant (so long as Declarant owns any property for development and/or sale in the Community or has the right unilaterally to annex additional property to the Community).

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

Section 3. **Easements for Utilities.** There is hereby reserved to the Declarant and the Association blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, repairing, placing, 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 _antenna system, cable television system, or security system which the Declarant or the Association might decide to have installed to serve the Community. It shall be expressly permissible for the Declarant, the Association, or the designee of either, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables and other equipment.related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board shall **have** the right to grant such easement.

Section **4**. **Easement** for Entry. In addition to the right of the Board to exercise self-help as provided in Article XII, Section 2 hereof, the Board shall have the right, but shall not be obligated, to enter upon any property within the Community for emergency, security, and safety reasons, which right may be exercised by the manager, 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, and the entering party shall be responsible for any damage caused. This right of entry shall include the right of the Board to enter to cure any condition which may increase the possibility of a fire, slope erosion, or other hazard in the event an OWner or Occupant fails or refuses to cure the condition upon request by the Board.

Section 5. **Easement** for **Maintenance.** Declarant hereby expressly reserves a perpetual easement for the benefit of the Association across such portions of the Community, determined in the sole discretion of the Association, as are necessary to allow for the maintenance required under Article V, including, without limit tion, the maintenance of any lake(s), lakebed(s), dam(s) and shoreline(s) which are within the Community or which are made available for the use and enjoyment of Owners and Occupants within the Community. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment to Lots, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense. In order to allow the exercise of the rights created pursuant to this easement concerning the maintenance of lakes, no tree or structure may be placed within fifteen (15) feet of the line formed by the highest normal pool elevation of any lake without the prior written approval of the Board or its designee.

Section 6. Easement for Entry Features. There is hereby reserved to the Declarant and the Association an easement for ingress, egress, installation, construction, landscaping and maintenance of entry features and similar streetscapes for the community, over and upon each Lot as 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 such entry features and the right to grade the land under and around such entry features.

Section 7. Construction **and Sale Period Easement.** Notwithstanding any provisions contained in this Declaration, the Bylaws, Articles of Incorporation, use restrictions, rules and regulations, design guidelines, and any amendments thereto, until Declarant's right unilaterally to subject property to this Declaration as provided in Article IX terminates and thereafter so long as Declarant owns any property in the Community for development and/or **sale,** Declarant reserves an easement across all Community property for Declarant and any builder or developer approved by Declarant to maintain and carry on, upon such portion of the Community as Declarant may reasonably deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant's and such builder's or developer's development, construction, and sales activities related to property described on Exhibit "B" and Exhibit "C" to this Declaration, including, but without limitation: the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in the Community, including, without limitation, any Lot; the right to tie into any portion of the Community with driveways, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; the right to grant easements over, under, in or on the Community, including, without limitation, the Lots, 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; the right, in the sole discretion of Declarant, to construct recreational facilities on Common Property; the right to carry on sales and promotional activities in the Community; and the right to construct and operate business offices, signs, construction trailers, model residences, and sales offices. Declarant and any such builder or developer may use residences, offices, or other buildings owned or leased by Declarant or such builder or developer as model residences and sales offices and may also use recreational facilities, if any, available for use by the community **as a** sales office without charge. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense. This Section shall not be amended without the Declarant's express written consent until the Declarant's rights hereunder have terminated as hereinabove provided.

Article XII
General Provisions

Section 1. **Enforcement.** Each Owner and Occupant shall comply strictly with the Bylaws, the rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed to such Owner's Lot, if any. The Board of Directors may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments./ Failure to comply with this Declaration, the Bylaws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or, in a proper case, by an aggrieved Owner./ Failure by the Association or any Owner to enforce any of the foregoing shall in no event be d.eemed a waiver of the right to do so thereafter. The Board shall have the right to record in the appropriate land records a notice of violation of the Declaration, Bylaws, rules and regulations, use restrictions, or **design** guidelines and to assess the cost of recording and removing such notice **against** the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

Section 2. **Self-Help.** In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon any Lot or any other portion of the Community to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates this Declaration, the Bylaws, the rules and regulations, or the use restrictions. Unless an emergency situation exists, the Board shall give the violating Lot owner ten (10) days' written notice of its intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after reasonable notice. All costs of self-help, including, without limitation, reasonable attorney's fees actually incurred, shall be **assessed** against the violating Lot Owner and shall be collected as provided for herein for the collection of assessments.

Section 3. **Duration.** The covenants and restrictions of this Declaration shall run with and bind the Community, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent provided by law; provided, however, so long as, 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 shall be (a) automatically extended (to the extent allowed by applicable law) for successive periods of ten (10) years, unless a written instrument reflecting disapproval signed by the then Owners of at least two-thirds (2/3) of the Lots and the Declarant (so long as the Declarant owns any property for development

and/or sale in the Community or has the right unilaterally to annex additional property to the Community) has been recorded within the year immediately preceding the beginning of a ten (10) 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 as otherwise provided by law. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

Section **4. Amendment.** This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment **is 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; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure or guarantee Mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any owner's Lot unless any such Lot OWner shall consent thereto in writing. Further, so long as Declarant has the right unilaterally to subject additional property to this Declaration as provided in Article IX hereof, 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 Lot owner hereunder, nor shall it adversely affect title to any Lot without the consent of the affected Lot owner.

In addition to the above, this Declaration may be amended upon the affirmative vote or wr tten consent, or any combination thereof, of the **OWners** of at least two-thirds (2/3) of the Lots (other than Lots of Declarant so long as the consent of Declarant is required) and the consent of Declarant (so long as the Declarant owns any property for development and/or sale in the community or has the right unilaterally to annex additional property to the Community). Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein. No provision of this Declaration which reserves or grants special rights to the Declarant shall be amended without the Declarant's prior written approval so long as the Declarant owns any property for development and/or sale in the Community, or subject to annexation to the Community.

Section 5. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 6. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

Section 7. **Captions.** The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 8. Preparer. This Declaration was prepared by Marlene G. Young, P.C., 181 Fourteenth Street, N.E., Second Floor, Atlanta, Georgia 30309.

Section 9. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 10. Indemnification. To the fullest extent allowed by applicable Georgia law, the Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director 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 or director may be a party by reason of being or having been an officer or director. The officers and directors 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 and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director 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 or director, or former officer or director, 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.

Section 11. Books and Records.

(a) Inspection by Members and Mortgagees. This Declaration, the Bylaws, copies of rules and use restrictions, membership register, books of account, and minutes of meetings of the members of the Board and of committees shall be made available for inspection and copying by any member of the Association or by the duly appointed representative of any member and by holders, insurers, or guarantors of any first Mortgage at any reasonable time and for a purpose reasonably related to such Person's interest as a member or holder, insurer, or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records;

(ii)) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing copies of documents.

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

Section 12. Financial Review. A review of the books and records of the Association shall be made annually in the manner as the Board of Directors may decide; provided, however, after having received the Board's financial statements at the annual meeting, by a majority of the Total Association Vote, the owners

may require that the accounts of the Association be audited as a common expense by a certified public accountant. Upon written request of any institutional holder of a first Mortgage and upon payment of all necessary costs, such holder shall be entitled to receive a copy of audited financial statements within ninety (90) **days** of the date of the request.

Section 13. **Notice of Sale or Lease.** In the event an OWner sells or **leases** such OWner's Lot, the OWner shall give to the Association, in writing, prior to the effective date of such sale or lease, the name of the purchaser or **lessee** of the Lot and such.other information as the Board may reasonably require. Upon acquisition of a Lot, each new OWner shall give the Association, in writing, the name and mailing address of the OWner and such other information as the Board may **reasonably** request.

Section 14. Agreements. Subject to the prior approval of Declarant (so long as Declarant owns any property for development and/or sale in the Community or has the right unilaterally to annex additional property to the Community) 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.

Section 15. Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

Section 16. Variances. Notwithstanding anything to the contrary contained herein, the Board of Directors or its designee shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Community.

Section 17, Litigation, No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least seventy-five (75%) percent of the Total Association Vote. This Section shall not apply, however, to (a) actions brought by the Ass9ciation to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article IV hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant pursuant to Article XII, Section 4 hereof, or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

IN WITNESS WHEREOF, the undersigned, the Declarant herein, hereby executes this instrument by and through its duly authorized officers and under **seal** this **"U_ ay** of February, 1994.

CARSON DE/PMENTS, **INC., a Georgia** corporation

By: ?, _____

E. Howard Carson, Jr.
President

Signed, sealed, and delivered **in the presence of:**

[Corporate **Seal]**

CORP. SEAL

WITNESS

Virginia E. Anglin

NOTARY PUBLIC

My Commission Expires:____ _

(Notarial Seal]

public. Forsyth County, Georgia
Notal'Y rn•,ssion Expires Nov. 27, 1994
MY corn

N. P. SEAL

BOOK 17909 PAGE 185

EXHIBIT "A"

Definitions

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

(a) "Association" shall mean Belleterre Community Association, Inc., a nonprofit Georgia corporation, its successors and assigns.

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

(c) "Bylaws" shall refer to the Bylaws of Belleterre Community Association Inc., attached to this Declaration as Exhibit "D" and incorporated herein by this reference.

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

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

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

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

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

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

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

(k) "Occupant" shall mean any Person occupying all or any portion of a residence 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.

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

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

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

(o) "Total Association Vote" means all of the votes attributable to members of the Association (including votes of Declarant), and the consent of Declarant so long as Declarant owns any property for development and/or sale in the Community or has the right to unilaterally annex additional property to the Community.

P R O E R T Y D E S C R I P T T O N

All that tract or parcel of land lying and being within Land Lots 829,900 of the 2ND District and 2ND Section of Fulton County, Georgia and being more particularly described as follows:

BEGINNING at the Southeast Corner of Land Lot ·900, said District, Section, and county and proceeding;

THENCE along the South Line of Land Lot 900, North 89 degrees 22 minutes 50 seconds West for a distance of 975.63 feet to a point on the North R/W of Bethany Road (45 feet from Centerline);

THENCE continuing along said R/W, along a curve to the left having a radius of 1188.71 feet and an arc length of 254.41 feet, being subtended by a chord of North 34 degrees 22 minutes 49 seconds West for a distance of 253.92 feet to a point;

THENCE continuing along said R/W, North 40 degrees 30 minutes 41 seconds West for a distance of 8.30 feet to a point;

THENCE continuing along said R/W, North 43 degrees 39 minutes 44 seconds West for a distance of 53.60 feet to a point;

THENCE continuing along said R/W, along a curve to the left having a radius of 695.74 feet and an arc length of 229.38 feet, being subtended by a chord of North 53 degrees 06 minutes 25 seconds West for a distance of 228.34 feet to a point on the West Line of Land Lot 900;

THENCE leaving said R/W and continuing along said Land Lot Lien, North OO degrees 10 m_inutes 52 seconds West for a distance of 373.69 feet to a point;

THENCE leaving said Land Lot Line, South 55 degrees 36 minutes 37 seconds East for a distance of 378.91 feet to a point;

THENCE North 58 degrees 24 minutes 44 seconds East for a distance of 355.01 feet to a point;

THENCE North 36 degrees 11 minutes 30 seconds East for a distance of 306.60 feet to a point;

THENCE North 08 degrees 53 minutes 28 seconds East for a distance of 225.75 feet to a point;

THENCE North 29 degrees 11 minutes 53 seconds East for a distance of 144.34 feet to a point;

THENCE North 00 degrees 38 minutes 42 seconds East for a distance of 120.31 feet to a point;

THENCE North 82 degrees 22 minutes 34 seconds East for a distance of 202.48 feet to a point;

THENCE along a curve to the left having a radius of 801.86 feet and an arc length of 38.43 feet, being subtended by a chord of North 05 degrees 12 minutes 25 seconds West for a distance of 38.42 feet to a point;

THENCE along a curve to the left having a radius of 20.00 feet and an arc length of 19.79 feet, being subtended by a chord of North 34 degrees 55 minutes 53 seconds West for a distance of 19.00 feet to a point;

THENCE along a curve to the right having a radius of 60.00 feet and an arc length of 305.29 feet, being subtended by a chord of North 82 degrees 29 minutes 02 seconds East for a distance of 67.51 feet to a point;

THENCE alon9 a curve to the left having a radius of 20.00 feet and an arc1 ngth of 19.17 feet, bein ubtended by a chord of South 20 degrees 47 minutes 13 seconds West for a distance of 18.45 feet to a point;

THENCE along a curve to the right having a radius of 851.86 feet and an arc length of 115.60 feet, being subtended by a chord of South 02 degrees 47 minutes 20 seconds East for a distance of 115.51 feet to a point;

THENCE South 88 degrees 54 minutes 04 seconds East for a distance of 188.80 feet to a point on the East Line of Land Lot **829;**

THENCE continuing along said Land Lot Line, South 00 degrees 00 minutes 39 seconds West for a distance of 143.53 feet to a point;

THENCE continuing along the East Line of Land Lot 900, South 00 degrees 03 minutes 28 seconds East for a distance of 1274.45 feet to THE POINT OF BEGINNING.

Said property contains 28.83 acres as shown on a Preliminary Plat for Belleterre by Richard May & Associates, Inc., dated 5-24-93, revised 6-17-93 and is subject to covenants, easements, and restrictions of record.

EXHIBIT "C"

Additional Property Which May Unilaterally Be Submitted by Declarant

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 827, 828, 829, 830, 899, 900 and 901 of the 2nd District, 2nd Section, Fulton County, Georgia.

EXHIBIT "D"

BYLAWS

OF

BELLETERRE COMMUNITY ASSOCIATION, INC.

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BYLAWS

OF

BELLEft:RRE COMMUNITY ASSOCIATION, INC.

Article I
Name, Membership, Applicability, and Definitions

Section 1. **Mame.** The name of the Association shall be Belleterre Community Association, Inc. ("Association").

Section 2. **Membership.** The Association shall have one **class** of membership, **as is** more fully set forth in that Declaration of Protective Covenants for Belleterx·e (such Declaration, as amended, 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.

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

Article II
Association: Meetings, Quorum, Voting, Proxies

Section 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.

Section 2. **First Meeting and Annual Meetings.** An annual or special meeting shall be held within one year from the date the Declaration is recorded. Annual meetings shall be set by the Board so as to occur no later than sixty (60) days after the close of the Association's fiscal year.

Section 3. **Special Meetings.** The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of the Board of Directors or upon a petition signed by at least twenty-five (25%) percent of the Total Association Vote (the consent of the Declarant shall not be required). The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice.

Section 4. **Notice of Meetings.** It shall be the duty of the Secretary to mail or to cause to be delivered to the OWner of each Lot (as shown in the Association's records) a notice of each annual or special meeting of the Association stating the purpose of the special meeting, as well as the time and place where it is to be held, and in the notice of a special meeting, the purpose thereof. If an OWner wishes notice to be given at an **address** other than his or her Lot, such OWner shall designate by notice in writing to the Secretary such other address. The mailing or delivery of a notice of meeting in the manner provided in this section shall be considered service of notice. Notices shall be served not less than ten (10) nor more than sixty (60) **days** before a meeting.

Sections. **Waiver of Notice.** Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of 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 notice of the time, date, and place thereof, unless such member specifically objects to lack of proper notice at the time the meeting is called to order.

Section 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time 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.

. . **Section** 7. **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.

Section 8. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing, dated, and filed with the Secretary before the appointed time of each meeting. Every proxy **shall** be revocable and shall automatically cease upon conveyance by the member of such member's Lot, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

Section 9. Quorum. The presence, in person or by proxy, of twenty five (25%) percent of the total eligible Association vote 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.

Section 10, Action Without **a Pormal** Meeting, Any action to be taken at a meeting of the members or any action that may be taken at a meeting of the members may be taken without a meeting if one or more consents, in writing, setting forth the action so taken, shall be signed by members holding the voting power required to pass such action at a meeting held on the date that the last consent is executed and such action is consented to by the Declarant if required. Such action shall be effective upon receipt by the Association of a sufficient number of such consents executed by current members unless a later effective date is specified therein. Each signed consent shall be delivered to the Association and shall be included in the minutes of meetings of members filed in the permanent records of the Association.

Section 11. Action by Written **Ballot.** Any action to 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. 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 arid 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. 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 such matter other than the 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 without the consent of the Board of Directors. The results of each action by written 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 III

Board of Directors: Number, Powers, Meetings

A. COaposition and Selection.

Section 1. **Governing Body; Composition.** The affairs of the Association **shall be** governed by a Board of Directors. Except as provided in Section 2 of this Article, the directors must reside in the Community and shall be members or spouses of such members; provided, however, no person and his or her spouse may serve on the Board at the same time.

Section 2. Directors **Appointed by Declarant.** 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 seven (7) years after the date of the recording of the Declaration; (b) three (3) months after the date on which seventy two (72) Lots shall have been conveyed to Persons who have not purchased such Lots for the purpose of construction of a residence and **resale** of such Lot and residence; or (c) the surrender by Declarant in writing of the authority to appoint and remove directors and officers of the Association. Each Owner, by acceptance of a deed to or other conveyance of a Lot, vests in Declarant such authority to appoint and remove directors and officers of the Association. The directors selected by the Declarant need not be Owners or residents in the Community.

Section 3. **Number of Directors.** The Board shall consist of three (3) members; provided, however, the Board may at any time after the meeting at which the owners elect directors pursuant to Article III, Section 2 of these Bylaws, increase the number of Board members to five (5).

Section 4. Nomination of Directors. Elected directors shall be nominated from the floor and may also be nominated by a nominating committee, if such a committee is established by the Board. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

Section 5. Election **and Term of Office.** owner-elected directors shall be elected and hold office as follows:

(a) After the Declarant's right to appoint directors and officers terminates, the Association shall call a special meeting to be held at which owners shall elect three (3) directors.

(b) At annual meetings of the membership thereafter, directors shall be elected. All eligible members of the Association shall vote on all directors to be elected, and the candidate(s) receiving the most votes shall be elected.

The term of one (1) director shall be fixed at one (l) year, the term of one (l) director shall be fixed at two (2) years, and the term of one (1) director shall be fixed at three (3) years. At the expiration of the initial term of office of each respective owner-elected member of the Board of Directors, a successor shall be elected to serve for a term of two (2) **years.** The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

Section 6. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed, with or without cause, by a majority of the Total Association Vote and.a successor may then and there be elected to fill the vacancy,thus created. A director whose removal has been proposed by the owners shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any director who has three (3) consecutive unexcused absences from

or deliberation unless expressly so authorized by the Board.

Section 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.

Section 16. Action Without **A Formal Meeting.** Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if one or more consents, in writing, 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.

Section 17• **Telephonic Participation.** One or more directors may participate in and vote during any regular or special meeting of the Board by telephone conference call or similar communication equipment by means of which all persons participating in the meeting can hear each other at the same time, and those directors so participating shall be present at such meeting. Any such meeting at which a quorum participates shall constitute a regular meeting of the Board.

C. Powers and Duties.

Section 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 the Declaration, Articles, or these Bylaws directed to be done and exercised exclusively 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) preparation and adoption of an annual budget in which there shall be established the contribution of each owner to the common expenses;

(b) making assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment;

(c). providing for the operation, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and 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 use restrictions and rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h). enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bring any proceedings which may be instituted on behalf of or against the OWners concerning the Association;

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

(j) paying the cost of all services rendered to the Association or its members which are not directly chargeable to OWners;

(k) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses and any other expenses incurred; and

(l) contracting with any Person for the performance of various duties and functions.

Section 19. **Nan gement 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. The Declarant or an affiliate of the Declarant may be employed as managing agent or manager. The term of any management agreement shall not exceed one year and shall be subject to termination by either party, without cause and without penalty, upon thirty (30) days' written notice.

Section 20. **Borrowing.** The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Property and facilities without the approval of the members of the Association; provided, however, the Board shall obtain membership approval in the same manner as for special assessments, in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed Ten Thousand ($10,000.00) Dollars outstanding debt at any one time.

Section 21. **Fining Procedure.** The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

(a) Notice. Written notice shall be served upon the violator by first-class or certified mail sent to the last address of the member shown on the Association's records, specifying:

(i) the nature of the violation, the fine to be imposed and the date, not less than fifteen (15) days from the date of the notice, that the fine will take effect;

(ii) that the violator may, within ten (10) **days** from the **date** of the notice, request a hearing regarding the fine imposed;

(iii) the name, address and telephone numbers of a person to contact to challenge the fine;

(iv) that any statements, evidenpe, and **witnesses may** be produced by the violator at the hearing; and

(v) that all rights to have the fine reconsidered **are waived** if a hearing is not requested within ten (10) days of the **date** of the notice.

(b) Hearing. If a hearing is requested, it shall be held before the Board in executive session, and the violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. No fine shall be imposed prior to the date that is five (5) days after the date of the hearing.

Article IV
Officers

Section 1. Officers. The officers of the Assoc1ation shall be a President, Vice President, Secretary, and Treasurer. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

Section 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 under Article III, Section 2 of these Bylaws, the officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the members. 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.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby.

Section 4. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code.

Section 5. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when·so acting.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with Georgia law.

Section 7. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate .financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns,. and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors.

Section a. 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 V
Committees

Committees to perform such tasks and to serve for such periods as may be designate(i by the Board are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Article VI
Miscellaneous

Section 1. **Fiscal Year.** The fiscal year of the Association shall be determined by resolution of the Board. In the absence of such a resolution, the **fiscal year** shall be the calendar year.

Section 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, the Declaration, these Bylaws, or a ruling made by the person presiding over the proceeding.

Section 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Georgia law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of Georgia law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

Section 4. Allendment. These Bylaws may be amended by the Board of Directors (a) if such amendment is 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; (b) if such amendment is necessary to enable any title insurance company to **issue** title insurance coverage with respect to the Lots subject to the Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal **National** Mortgage Association or Federal Home Loan Mortgage Corporation, to **enable such** lender or purchaser to make or purchase mortgage loans on the Lots subject to the Declaration; or (d) if such amendment is necessary to enable any governmental agency or insurance company to insure or guarantee mortgage loans on the Lots subject to the Declaration. In addition, these Bylaws may be amended upon the affirmative vote or written consent, or any combination thereof, of **at least** two-thirds (2/3) of the Total Association Vote.

n 11 17909PC201

February 28, 1998

Dear Belleterre Homeowner,

The purpose of this letter is to establish a clear communication between the Belleterre Architectural Review Committee (A.RC.) and the community we serve. We understand that our first communication caused some concern. The A.RC. would like to take this opportunity to clear up any miscommunication and provide you with more and better information about the Architectural Review process. Our primary goal is to uphold the value of our homes. We know that we cannot do this without your cooperation.

The A.RC. encourages further investment into the beautification of your property through landscaping. The only landscaping projects that will require review are those plans that include grading, building or installing structures/ornaments, or landscaping related to fence projects.

We have been meeting at least once a week for the past six weeks to establish the Architectural Review process and to review outstanding requests. So far we have created a standard Request for Modification form and Fence Standards and Specifications (see attached).

If you have any comments or issues regarding these documents, the architectural portion of the Declaration of Protective Covenants for Belleterre, or anything else regarding the Architectural Review process, please contact us on-line at belleterre@hotmail.com or by regular mail at:

The Architectural Review Committee
Belleterre Community Association, Inc.
5665 Highway 9, Suite 103-368
Alpharetta, Georgia 30004

Sincerely,

The Architectural Review Committee

enclosure

Fence Standard8 and Specifications for the Bti1eterre Community

The Belleterre Community Association's Architectural Review Committee has created the following standards and specifications to guide the construction of fences in the Belleterre Community.

In an effort to provide homeowners with a clear understanding of what it takes to build a strong, attractive, and maintainable fence that fits with the aesthetic of our community, the A.R.C. sought to learn about building fences. The committee gathered information from local fence building companies, Fulton County inspectors, and reference books including How to Design & Build Fences & Gates from Ortho Books. Based upon what we learned, the A.R.C. will use the following standards and specifications for making all determinations on requests for fences.

1. General Information: A building permit is required for all fences per the Zoning Resolution of Fulton County. A copy of the permit shall be required as part of the request process and should be attached to your request form.

No fence shall exceed six feet in height from grade.

All fences shall be constructed with the finished side facing out.

No chain link or barbed wire fences will be permitted.

No pre-fabricated fence bays or sections shall be used.

All fence sections visible from the street must have a landscape plan. A proposed landscaping plan should also be submitted for approval. The landscaping plan should be designed to beautify the fence by providing a visual break from the street.

2. Fence Material: Cedar wood or Pressure treated ACQ pine with a retention factor of 4.0

All wood shall be best grade, surface smooth, and kiln dried.

All wood shall be sealed with ultra violet (UV) block sealer.

Paint or stain samples should be submitted to the A.R.C. for review

3. Fastener Material: Hot dipped galvanized, twisted shank, fasteners and/or comparable screws.

4. Fence Construction: Option One: Cedar wood: Rail on Flat or Channel Joint Board construction.

Option Two: Pressure treated pine: Channel Joint Board construction.

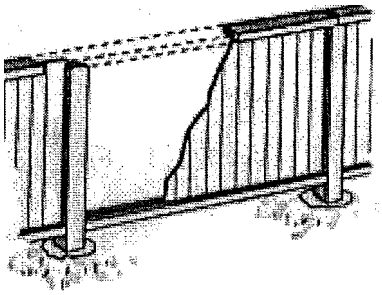
Fence posts should be set in concrete at least thirty inches deep. Twenty-four inches of concrete should sit upon at least a six inch gravel bed for drainage.

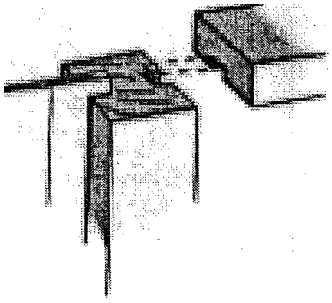
A sloping framework fence is to be used as required by the terrain. A stepped framework fence is not allowed.

For examples of these constructions, please see How to Design & Build Fences & Gates, from Ortho Books. Your fencing contractor should be familiar with both of these common construction methods. Both methods are highly recommended because of their strength, attractiveness, and ability to resist warping.

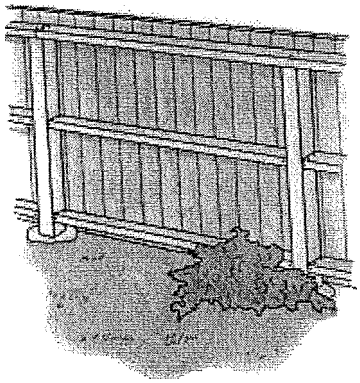
5. Gate Construction: All gates should be perimeter frame construction. For an example, please see How to Design & Build Fences & Gates from Ortho Books.

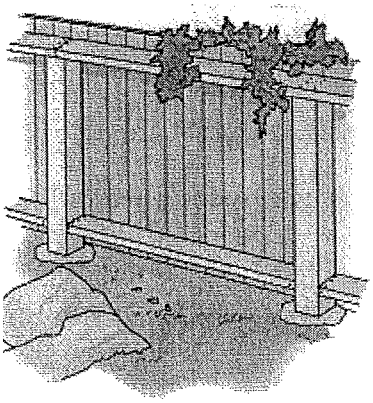
Channel Joint Board Construction

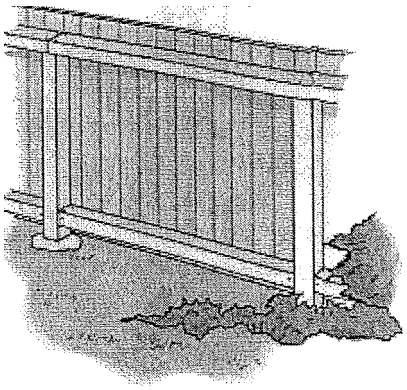




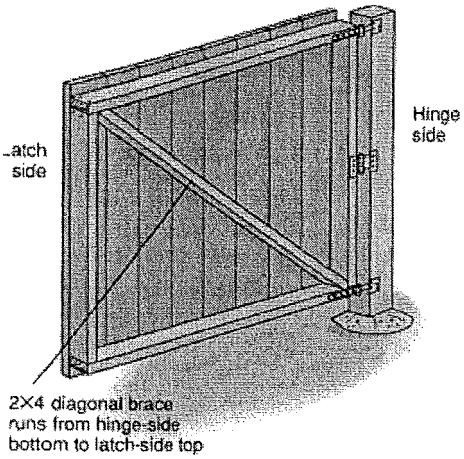
Rails On Flat Construction



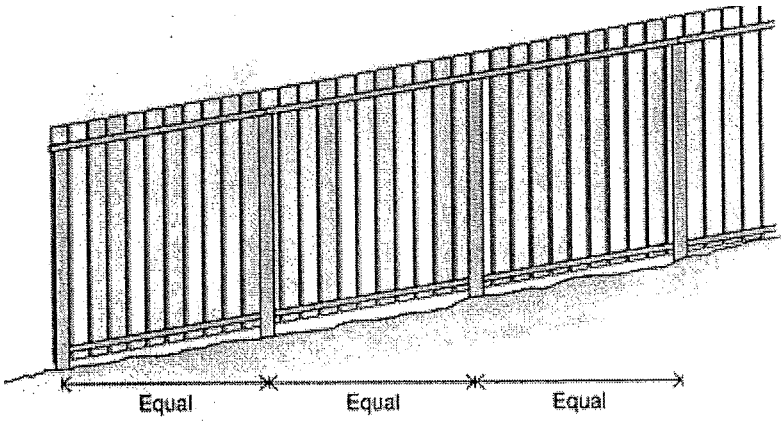




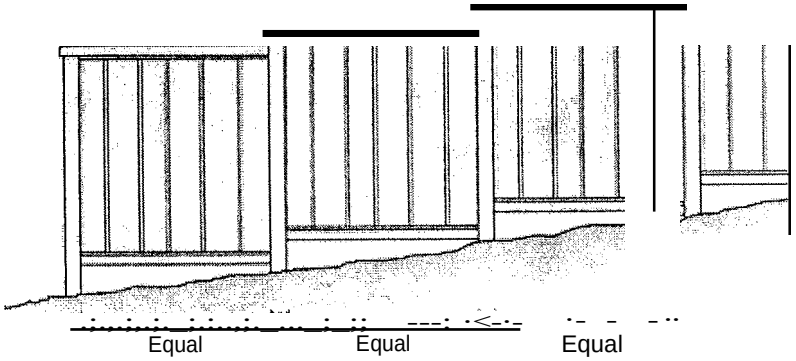
Perimeter Frame Gate Construction



Use Sloping Framework



Do Not Use Stepped Framework



Use hot dipped galvanized, twisted shank fasteners or comparable screws

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CROSS REFERENCE

Cross Rsference: Deed Book 17909
Page 158

Relinquishment of cs;tain peclarant's Righ s

WHEREAS, Carson Developments, Inc., a Georgia corporation, is the "Declarant" under that certain Dsclaration of Proteotivs Covenants fm: Belleterre recordsd on Ma:i:ch 10, 1994 in Deed Book 17909, Page 158 et seq:., Fulton county, Geo,:gia records {the ":Oeclaration");

WHEREAS, Article IX, Section l(a) of the Declaration provides the Oeclarant the unilateral right, privilege, and option from time to time at any time until seven (7} years after the recording of the Declaration to subject all or any portion of the real property described in Exhibit "C" of the Declaration to the provisions of the Declaration;

WHEllEAS, A,:ticle XII, Section 4 of the Declaration reg:uire the consent of the Declarant to any amendment of the Declaration so long as the Declarant owns any property for d@velopment and/or sale in the community {as defined in the Declaration) or has ths right unilaterally to annex additional property to the Community;

WHEREAS, the Declaration no longsr owns any property for development and/o;r; sale in the Community;

NOW, TH:E:REFORllJ, the Declarant does, from and after the date of this documsnt, hereby relinquish its unilatei:-al right to subject any additional property to the Declaration and thereby also relinquishes its right to consent to any future amandments to the Declaration.

IN WITNESS WHEREOF I the underaignecl hereby sxecutes th,i. instrl.1ment by nd through !ts duly authorized officers nd uncter seal this day of September, 1998.

Signed, sealed and delivered in ths presence of:

WITNESS

NOTARY PUBLIC

My Commission pires: July 9, 2000

(Notarial Seal}

CARSON DEVELOPMENTS, :rnc., Georgia corporation

By By:—

E. Howard Carson, Jr., Pr ident

(Corporate Seal]

N.P. SEAL

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CLERK, SUPERIOR COURT

Return to: Weissman, Nowack, Curry & Wilco, P.C.
Two Midtown Plaza, 15tlt Floor
1349 West Peachtree Street
Atlanta, Georgia 30309

STATE OF GEORGIA

COUNTY OF FULTON

Cross Reference: Deed Book 17909
Page 169

CROSS REFERENCI

AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR BELLETERRE HOMEOWNERS ASSOCIATION, INC.

WHEREAS, Carson Developments, Inc., a Georgia Corporation ("Declarant") recorded a Declaration of Protective Covenants for Belleterre on March 10, 1994 in Deed Book 17909, Page 158, et seq., Fulton County, Georgia records (hereinafter referred to as the "Declaration"); and

WHEREAS, Article XII, Section 4 of the Declaration provide for amendment of the Declaration upon the affirmative vote or written consent, or any combination thereof, of the owners of at least two-thirds (2/3) of the Lots (other than Lots ofDeclarants so long as consent of the Declarant is required) and the consent of the Declarant (so long as the Declarant owns any property for development and/or sale in the community or has the right unilaterally to annex additional property to the community);

WHEREAS, owners of at least two-thirds of the Lots (other than Lots of the Declarant) and the Declarant desire to amend the Declaration and have approved this amendment;

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

1.

Article IV shall be amended by adding a new Section 10 thereto which shall read as follows:

> Section 10. Capital Fund Contribution. The owner of each Lot shall pay to the Association at the time of acquisition of such residence an amount of money equal to Five Hundred ($500.00) Dollars (the "Capital Fund Contribution"). No capital on contributions shall be deemed an advance payment of regular or special assessments. The formula for calculating the Capital Fund Contribution shall not be amended by the Association without the Declarant's consent so long as the Declarant owns any portion of the property primarily for the purposes of sale. Notwithstanding anything to the contrary herein, no Capital Fund Contribution shall be due from any person or entity who takes title through foreclosure (or deed in lieu of foreclosure) upon the lien of any first priority mortgage covering the Lot and the lien of any secondary purchase money mortgage covering the Lot. This Capital Fund Contribution shall be an assessment which is the personal obligation of the

Owner, and shall constitute a lien which may be collected as provided in this Article IV.

2.

Article XII, Section of the Declaration shall be amended by adding the following sentence after the third sentence of that section.

> In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney fees actually incurred.

IN WITNESS WHEREOF, the undersigned officers ofBelleterre Homeowners Association, me., hereby certify that the above amendment to the Declaration was duly adopted by the required majority of the Association and its membership.

This day of /iiu-ittrn .19 .

BELLETERRE !JOMEOWNERS ASSOCIATION, INC.

By: ...,.;c, President

By: Secretary

[CORPORATE SEAL]

Sworn to and subscribed to
before me this @yk day of
/1/0Yf?/J'JDt'/ , 1998.

d}djlh21

Witnesy

lotary Public

ly Commission Expires:
Karol A. Burel, Notary Public
Cherokee County, Georgia
My Commission Expires July 13

[NOTARY SEAL]

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

N.P. SEAL