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**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR  
PARKVIEW ESTATES**

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"C"	Initial Use Restrictions	4
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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR PARKVIEW ESTATES**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made by Parkview Estates Development, LLC, a Georgia limited liability company (the "Declarant").

Declarant is the owner (or if not the owner, with such owner's written consent) of the real property described in Exhibit "A." By this Declaration, Declarant imposes upon the Community mutually beneficial restrictions under a general plan of improvement for the benefit of all Owners, and establishes a flexible and reasonable procedure for the overall development, administration, maintenance, and preservation of the Community. In furtherance of such plan, Declarant has caused or intends to cause the Parkview Estates Homeowners Association, Inc., to be formed as a Georgia non-profit corporation to own, operate, and maintain Common Area and to administer and enforce the provisions of the Governing Documents.

Declarant hereby declares that all of the property described in Exhibit "A" and any additional property subjected to this Declaration by Supplemental Declaration shall be held, sold, used, and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the title to the real property subjected to this Declaration. This Declaration shall be binding upon all parties having any right, title, or interest in any portion of the Community, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner of any portion of the Community.

This document does not and is not intended to create a condominium within the meaning of the Georgia Condominium Act, O.C.G.A. Section 44-3-70, and the Association is not subject to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220.

**ARTICLE I            CONCEPTS AND DEFINITIONS**

The terms used in this Declaration and the attached exhibits are intended to have their normal, commonly understood definitions, unless otherwise specified. Whenever used in their capitalized form, those terms have the following meanings:

**"Architectural Guidelines":** The guidelines, standards, and procedures which may be adopted pursuant to Article III which relate to construction, installation, placement, and modification of structures, improvements, landscaping, and other items on Units.

**"Area of Common Responsibility":** The Common Area, together with such other areas, if any, for which the Association has or assumes responsibility pursuant to the terms of this Declaration, any Supplemental Declaration, or other applicable covenants, contracts, or agreement.

"Articles of Incorporation" or "Articles": The Articles of Incorporation of Parkview Estates Homeowners Association, Inc., as filed with the Georgia Secretary of State.

"Assessment": An amount of money which the Owner of a Unit is obligated to pay to the Association and which, until paid, constitutes a lien on the title to the Unit which may be foreclosed in the same manner as a Mortgage under Georgia law.

"Association": Parkview Estates Homeowners Association, Inc., a Georgia non-profit corporation, its successors or assigns.

"Board of Directors" or "Board": The body responsible for administration of the Association, selected as provided in the By-Laws and serving the same role as the board of directors under Georgia corporate law.

"Builder": Any Person who purchases land within the Community for the purpose of improving it with a dwelling for sale to consumers in the ordinary course of such Person's business.

"By-Laws": The By-Laws of Parkview Estates Homeowners Association, Inc., attached as Exhibit "D," as they may be amended.

"Common Area": All real and personal property, including easements, which the Association owns, leases, or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners, including any landscaping, walkways, parking areas, and other structures and improvements situated on such real property.

"Common Expenses": The expenses which the Association incurs, or expects to incur, in exercising its authority and performing its responsibilities under the Governing Documents and Georgia law, and reasonable contributions to reserve funds, as the Board may find necessary and appropriate.

"Community": The real property described in Exhibit "A," along with such additional property as is submitted to the terms of this Declaration in accordance with Article IX.

"Community-Wide Standard": The standard of conduct, maintenance, or other activity generally prevailing throughout the Community. Such standard shall be initially established by the Declarant and described in the Architectural Guidelines. Thereafter, the Community-Wide Standard shall be determined and enforced by the Board.

"Declarant": Parkview Estates Development, LLC, a Georgia limited liability company, or any successor, successor-in-title, or assign who takes title to any portion of the property in the Community for the purpose of development and/or resale and who is designated as Declarant in a recorded instrument executed by the immediately preceding Declarant. There shall be only one Declarant at any time.

**“Developer Control Period”**: The period of time during which the Declarant, by virtue of its Class “B” membership, is entitled to appoint a majority of the members of the Board of Directors pursuant to the By-Laws.

**“General Assessment”**: Assessments to fund Common Expenses for the general benefit of all Units.

**“Governing Documents”**: The Articles of Incorporation, the By-Laws, this Declaration, any Supplemental Declaration, the Architectural Guidelines, the Use Restrictions, and the Rules and Regulations, or any of the above, as each may be amended from time to time.

<b>GOVERNING DOCUMENTS</b>	
<b>Articles of Incorporation</b> (filed with Secretary of State)	establish the Association as a non-profit corporation
<b>By-Laws</b> (adopted by the Board of Directors)	govern the Association’s internal affairs, such as voting rights, elections, meetings, officers, etc.
<b>Declaration</b> (recorded in Public Records)	creates obligations which are binding upon the Association and all present and future owners of property in the Community
<b>Supplemental Declaration</b> (recorded in Public Records)	adds property to the Community and may create additional obligations or restrictions on such property
<b>Architectural Guidelines</b> (adopted by Declarant)	establish architectural standards and guidelines for improvements and modifications to Units, including structures, landscaping and other items on Units
<b>Use Restrictions</b> (initial set attached as Exhibit “C”)	govern use of property, activities, and conduct within the Community
<b>Rules and Regulations</b> (adopted by the Board)	establish internal governance and operational rules for Association activities and use of the Association’s Common Area

**“Master Plan”**: The land use plan for the development of Parkview Estates, approved by Fulton County, Georgia, as it may be amended from time to time, which plan includes the property described on Exhibit “A” and all or a portion of the property described on Exhibit “B” that Declarant may from time to time anticipate subjecting to this Declaration. Inclusion of property on the Master Plan shall not, under any circumstances, obligate Declarant to subject such property to this Declaration, nor shall the exclusion of property described on Exhibit “B” from the Master Plan bar its later annexation in accordance with Article IX.

**“Member”**: A Person holding a membership in the Association pursuant to Section 5.1.

**“Mortgage”**: A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Unit. A **“Mortgagee”** is the beneficiary or holder of a Mortgage.

“Owner”: One or more Persons who hold the record title to any Unit, other than a Mortgagee or other Person holding title merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner.

“Person”: A human being, a corporation, a partnership, a trust, or any other entity recognized by law.

“Public Records”: The Office of the Clerk of Superior Court of Fulton County, Georgia.

“Rules and Regulations”: Board-adopted Rules and Regulations which establish administrative procedures for internal Association governance and operating procedures for use of the Common Area, any recreational facilities, and property included within the Area of Common Responsibility.

“Special Assessment”: Assessments to cover unanticipated Common Expenses or Common Expenses in excess of those budgeted, as described in Section 7.5.

“Specific Assessment”: An Assessment against a particular Unit or Units for expenses which the Association incurs or expects to incur for any purpose described in Section 7.6.

“Supplemental Declaration”: An instrument filed in the Public Records pursuant to Article IX which expands the Community by submitting additional property to this Declaration, imposes additional restrictions and obligations on the land described in such instrument, or both.

“Unit”: A portion of the property comprising the Community, whether improved or unimproved, which is intended for development, use, and occupancy as a residence for a single family. The term shall include each numbered lot shown on the recorded subdivision plat of any portion of the Community, together with the structures and improvements, if any, constructed on each such lot. Property for which no subdivision plat has been filed shall be deemed to be a single Unit until such time as a subdivision plat is filed. Thereafter, the portion encompassed by such plat shall contain the number of Units determined as set forth in the preceding paragraph and any portion not platted shall continue to be treated as a single Unit. The term shall not include Common Areas or property dedicated to the public.

“Use Restrictions”: The restrictions relating to uses, activities, and conduct within the Community set forth on Exhibit “C,” as they may be modified, expanded, and repealed pursuant to the procedures described in Article IV.



**ARTICLE II**            **PROPERTY RIGHTS AND MAINTENANCE RESPONSIBILITIES**

2.1    Common Area.

Every Owner shall have a right and an appurtenant, nonexclusive easement of use, access, and enjoyment in and to the Common Area, subject to:

- (a) This Declaration and any other applicable covenants;
- (b) Any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) The right of the Board and the membership to adopt Rules and Regulations regulating the use and enjoyment of the Common Area, including rules limiting the number of guests who may use the Common Area;
- (d) The right of the Board to suspend the right of an Owner to use recreational facilities within the Common Area (i) for any period during which any charge against such Owner's Unit remains delinquent, and (ii) for a period not to exceed 30 days for a single violation or for a longer period in the case of any continuing violation of the Governing Documents after notice and a hearing pursuant to Section 14.3;
- (e) The right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in this Declaration;
- (f) The right of the Board to impose reasonable membership requirements and charge reasonable admission or other use fees for the use of any recreational facilities situated upon the Common Area;
- (g) The right of the Board to permit use of any recreational facilities situated on the Common Area by persons other than Owners, their families, lessees and guests upon payment of such use fees as the Board may establish; and
- (h) The right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the approval requirements as may be set forth in this Declaration.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases his or her Unit shall be deemed to have assigned all such rights to the lessee of such Unit.

## 2.2 Unit Maintenance.

Each Owner shall maintain his or her Unit and all structures, parking areas, landscaping, and other improvements comprising the Unit in a manner consistent with the Community-Wide Standard and all applicable covenants. Each Owner shall also be responsible for maintaining and irrigating any landscaping of adjacent Common Area or public right-of-way lying between the Unit boundary and any wall, fence, curb, or water's edge. Maintenance shall include the responsibility for repair and replacement as necessary. In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Unit as a Specific Assessment. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

## 2.3 Insurance on Units.

Each Owner shall obtain and maintain in effect at all times property insurance for the full replacement cost of all insurable improvements on his or her Unit, less a reasonable deductible. In the event of damage to or destruction of any structures or improvements on the Unit, the Owner shall proceed promptly to repair, reconstruct, or replace the damaged structures or improvements in a manner consistent with their original condition or such other plans and specifications as are approved in accordance with Article III. Alternatively, the Owner shall clear the Unit of all debris and ruins and maintain the Unit in a neat and attractive, landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs which are not covered by insurance proceeds.

# ARTICLE III ARCHITECTURAL STANDARDS

## 3.1 General.

No structure shall be placed, erected, or installed upon any Unit, and no improvements or other work (including staking, clearing, excavation, grading and other site work, exterior alteration of existing improvements, and planting or removal of landscaping materials) shall take place except in compliance with this Article.

Any Owner may remodel, paint, or redecorate the interior of structures on his Unit without approval. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. However, modifications to the interior of screened porches, patios, and similar portions of a Unit visible from outside the structures on the Unit shall be subject to approval.

This Article shall not apply to the activities of the Declarant, nor to activities of the Association during the Developer Control Period.

### 3.2 Architectural Review.

(a) General. So long as Declarant owns any Unit on Exhibit "A" or "B" for development or sale, the Declarant shall retain the right to review and approve all applications for construction and modifications under this Article. Reviewers of applications need not be Members of the Association or representatives of Members, and may, but need not, include architects, landscape architects, engineers, or similar professionals, whose compensation, if any, shall be established from time to time by the Declarant or the Board as applicable. Fees for review of applications hereunder may be required to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers, or other professionals.

(b) Architectural Review Committee. After all Units to be constructed on the property described on Exhibit "A" and "B" have been conveyed by Builders to residential purchasers, or at such time as the Declarant assigns the responsibility to the Association in a written instrument, the Board of Directors may establish an Architectural Review Committee to consist of at least three and no more than five persons, all of whom shall be appointed by and shall serve at the discretion of the Board. The Architectural Review Committee shall have jurisdiction over modifications, additions, or alterations made on or to existing structures on Units or containing Units and the adjacent open space.

### 3.3 Guidelines and Procedures.

(a) Architectural Guidelines. The Declarant may prepare initial Architectural Guidelines for the Community. The Architectural Guidelines may contain general provisions applicable to all of the Community, as well as specific provisions applicable to various portions of the Community. The Architectural Guidelines are intended to provide guidance to Owners and Builders regarding matters of particular concern to those reviewing applications hereunder. The Architectural Guidelines are not the exclusive basis for decisions on architectural matters and compliance with the Architectural Guidelines does not guarantee approval of any application.

The Architectural Guidelines shall be available to Owners and Builders who seek to engage in development or construction within the Community. Any amendments to the Architectural Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Architectural Guidelines; the Declarant is expressly authorized to amend the Architectural Guidelines to remove requirements previously imposed or otherwise to make the Architectural Guidelines less restrictive.

All structures and improvements constructed upon a Unit shall be constructed in strict compliance with the Architectural Guidelines in effect at the time the plans for such improvements are submitted for approval, unless the Declarant has granted a variance in writing pursuant to Section 3.5.

(b) Procedures. No activities within the scope of Section 3.1 shall commence on any portion of the Community until an application for approval of the proposed work has been submitted to and approved by the Declarant or the Architectural Review Committee, as appropriate (for purposes of this Article, the term "Reviewer" shall refer to the appropriate entity under Section 3.2). Such application shall be in the form required by the Reviewer and shall include plans and specification ("Plans") showing the site layout, structural design, exterior facilities layout and screening therefore, and other features of proposed construction, as applicable. The Reviewer may require the submission of such additional information as it deems necessary to consider any application.

In reviewing each submission, the Reviewer may consider (but shall not be restricted to consideration of) the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other things. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary as the Reviewers' personnel change over time.

In the event that the Reviewer fails to approve or to disapprove in writing any application within 30 days after submission of all information and materials reasonably requested, the application shall be deemed approved. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Architectural Guidelines unless a variance has been granted in writing.

If construction does not commence on a project for which approval has been granted within 12 months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to re-submit the Plans for reconsideration. All work shall be completed with one year of commencement of construction or such other period as specified in the notice of approval, unless completion within such time is delayed due to causes beyond the reasonable control of the Owner, as determined in the sole discretion of the Reviewer.

#### 3.4 No waiver of Future Approvals.

Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

#### 3.5 Variance.

Reviewer may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted resolutions. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop the Declarant from denying a variance in other circumstances. For purposes of this Section, the

inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

### 3.6 Limitation of Liability.

The standards and procedures established by this Article are intended to enhance the overall aesthetics of the Community and shall not create any duty to any Person. The Reviewer shall bear no responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring the appropriateness of soils, drainage, and general site work. Neither the Declarant, the Association, the Board, any committee, or member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction or modifications to any Unit. The Association shall defend the ARC and its members and reimburse them for any loss, damage, or expense incurred in any action arising out of their service on the ARC in accordance with the indemnity requirements of the Governing Documents.

### 3.7 Enforcement.

Any structure or improvement placed or made in violation of this Article or the Architectural Guidelines shall be deemed to be nonconforming, except to the extent that a variance has been granted pursuant to Section 3.5. Upon written request from the Board or the Declarant, Owners shall, at their own cost and expense, remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Board or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with interest at the maximum rate then allowed by law, may be assessed against the benefited Unit and collected as a Specific Assessment.

Unless otherwise specified in writing by the Reviewer, all approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Unit, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved work, the Association shall be authorized, after notice to the Owner of the Unit and an opportunity to be heard in accordance with By-Laws, to enter upon the Unit and remove or complete any incomplete work and to assess all costs incurred against the Unit and the Owner thereof as a Specific Assessment.

Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Architectural Guidelines may be excluded by the Board from the Community, subject to the notice and hearing procedures contained in Section 14.3. In such event, neither the Association, its officers, or directors shall be held liable to any Person for exercising the rights granted by this paragraph.

In addition to the foregoing, the Association and the Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the Reviewer.

#### **ARTICLE IV      USE AND CONDUCT**

##### **4.1      Framework for Regulation.**

Initial Use Restrictions governing use, conduct, and activities within the Community are set forth on Exhibit "C." The Governing Documents establish, as part of the general plan of development for the Community, a framework of covenants (i.e., binding obligations), easements, and restrictions which govern the Community. However, within that framework, the Board and the Members must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends, and technology which inevitably will affect the Community, its Owners, and residents.

This Article establishes procedures which interpret, expand, modify, or repeal the initial Use Restrictions set forth on Exhibit "C" and which implement the authority granted to the Association under the Governing Documents.

##### **4.2      Authority and Procedures to Promulgate Use Restrictions.**

(a) Subject to the terms of this Article and its duty to exercise business judgment, the Board may adopt Use Restrictions applicable to the Common Area or Units. Except to the extent that the Governing Documents specifically assign authority to regulate a particular matter to the Board, any action by the Board may be overturned by the Members by a majority of the total Class "A" votes in the Association, and the consent of the Class "B" Member, if any. The Board shall have no obligation to call for a vote of the membership except upon receipt of a petition of the members calling for a special meeting, as provided for in the By-Laws.

(b) Subject to the terms of this Article, the Members may adopt, amend, or modify Use Restrictions applicable to the Common Area or Units upon the approval of a majority of the total Class "A" votes in the Association, and the consent of the Class "B" Member, if any.

(c) Nothing in this Article shall authorize the Board or the Members to modify, repeal, or expand the Architectural Guidelines. In the event of any inconsistency between the Architectural Guidelines and the Use Restrictions, the Architectural Guidelines shall control.

(d) Procedures required under this Section shall not apply to enactment and enforcement of Rules and Regulations unless the Board chooses in its discretion to submit to such procedures. Examples of such Rules and Regulations shall include, but not be limited to, hours of operation of recreational facilities, traffic and parking rules on the Common Area, and the procedures used to enforce the Governing Documents in the event of non-compliance. The Board shall exercise business judgment in the enactment, amendment, and enforcement of such Rules and Regulations.

(e) Nothing in this Article shall limit the Declarant's ability to unilaterally amend this Declaration and the Use Restrictions during the Class "B" membership as provided in Section 15.2.

#### 4.3 Notice to Owners.

No Use Restriction action shall be taken unless and until a meeting of the Board or the membership has been called to consider and discuss the proposed action. The notice of any meeting at which proposed Use Restriction is to be considered shall state that fact. Members shall have a reasonable opportunity to be heard at such meeting prior to any vote being taken on the proposed action. At least 10 days prior to the effective date of any Use Restriction approved under subsections (a) or (b) of Section 4.2, the Board shall send notice to each Owner describing the action and the effective date.

The Association shall provide, without cost, a copy of the current Use Restrictions to any requesting Member or Mortgagee.

#### 4.4 Owners' Acknowledgment.

All Owners and occupants of Units are given notice that use of their Units is limited by the Use Restrictions as they may be amended, expanded, and otherwise modified hereunder. Each Owner, by acceptance of a deed or entering into and recording a contract of sale, acknowledges and agrees that the use and enjoyment and marketability of his or her Unit can be affected and that the Use Restrictions may change from time to time.

#### 4.5 Rights of Owners.

Except as may be specifically set forth in this Declaration (either initially or by amendment) or in Exhibit "C," neither the Board nor the Members may adopt any Use Restriction in violation of the following provisions:

(a) Abriding Existing Rights. If any Use Restriction would otherwise require Owners or occupants of Units to dispose of personal property which they maintained in or on the Unit prior to the effective date of such Use Restriction, or to vacate a Unit in which they resided prior to the effective date of such Use Restriction, and such property was maintained or such occupancy was in compliance with this Declaration and all Use Restrictions previously in force, such Use Restriction shall not apply to any such Owners without their written consent unless the Use Restriction was in effect at the time such Owners or occupants acquired their interest in the Unit.

(b) Activities Within Dwellings. No Use Restriction shall interfere with the activities carried on inside of dwellings, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Units, that generate excessive noise or traffic, that create

unsightly conditions visible outside the dwelling, that create an unreasonable source of annoyance or nuisance to the neighborhood, or that create any noxious or offensive activity.

(c) Alienation. No Use Restriction shall prohibit the sale of any Unit, or require consent of the Association or Board for the sale of any Unit.

(d) Allocation of Burdens and Benefits. No Use Restriction shall alter the allocation of financial burdens among the various Units or discriminate among Owners with respect to their rights to use the Common Area over the objection of any Owner expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the Common Areas available, from adopting generally applicable Rules and Regulations for use of Common Area, or from denying use privileges to those who abuse the Common Area, violate the Rules and Regulations or the Governing Documents, or fail to pay Assessments. This provision does not affect the right to increase the amount of Assessments as provided in Article VII.

(e) Household Composition. No Use Restriction shall interfere with the freedom of occupants of Units to determine the composition of their households, except that the Association shall have the power to require that all occupants be members of a single housekeeping unit and to limit the total number of occupants permitted in each Unit on the basis of the size and facilities of the Unit and its fair use of the Common Area.

(f) Reasonable Rights to Develop. No Use Restriction or action by the Association or Board shall unreasonably impede Declarant's right to develop the Community.

(g) Religious and Holiday Displays. The rights of Owners to display religious and holiday signs, symbols, and decorations in or on their Units of the kinds normally displayed in residences located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt time, place, and manner restrictions and restrictions on the extent of such displays for the purpose of minimizing damage and disturbance to other Owners and occupants.

(h) Signs. No signs, banners, symbols, or displays of any kind shall be displayed upon any Unit other than one sign identifying the name of the contractor during construction of a dwelling or the developer of the Community, or one "for sale" or "for lease" sign not to exceed eight (8) square feet in surface area. Any such sign must satisfy the design criteria of the Reviewer body under Section 3.2. Notwithstanding the foregoing restriction, a Mortgagee taking title to a Unit pursuant to the terms of a Mortgage, or any Person acting pursuant to a law or ordinance may place a sign on a Unit, provided that the design, color, and size of any such sign is approved by the reviewing body.

(i) Similar Treatment. Similarly situated Owners shall be treated similarly.

The limitations in this Section 4.5 shall apply to exercise of the authority to promulgate Use Restrictions under this Article only; they shall not apply to amendments to this Declaration adopted in accordance with Section 15.2.



## ARTICLE V MEMBERSHIP AND VOTING RIGHTS

### 5.1 Membership.

(a) Qualification. Every Owner shall be a Member of the Association. There shall be only one membership per Unit. If a Unit is owned by more than one Person, all co-Owners share the privileges of such membership, subject to reasonable Board regulation. All co-Owners of a Unit shall be jointly obligated to perform the responsibilities of the Owner of the Unit, and any one co-Owner may be held fully responsible for all such obligations. The membership rights of an Owner which is a corporation, partnership, trust, or other entity may be exercised by any officer, director, partner, or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

(b) Classes. The Association initially shall have two classes of membership, Class "A" and Class "B," with such rights and privileges as are described in this Declaration and in the Association's Articles and By-Laws. Class "A" Members shall be all Owners except the Class "B" Member, if any. The sole Class "B" Member shall be the Declarant. The Class "B" membership shall terminate two years after the earlier of:

(i) the date upon which 75% of the Units anticipated for development on the Master Plan for the property described on Exhibits "A" and "B" of this Declaration have been improved with a dwelling certified for occupancy and have been conveyed to Class "A" Members other than Builders;

(ii) December 31, 2014; or

(iii) the date upon which the Declarant voluntarily terminates such membership by written notice recorded in the Public Records.

Upon termination of the Class "B" membership, the Declarant shall become a Class "A" member as to any Units which the Declarant owns.

### 5.2 Voting.

(a) Class "A". Class "A" Members shall have one equal vote for each Unit of which they are the Owner; provided, there shall be only one vote per Unit. In any situation where there is more than one Owner of a Unit, the vote for such Unit shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Unit's vote shall be suspended if more than one Person seeks to exercise it.

(b) Class "B". The Class "B" Member shall have no specific number of votes. The Class "B" Member may appoint members of the Board of Directors during the Developer Control Period, as specified in Sections 3.3 and 3.5 of the By-Laws. The rights of the Class "B" Member, including the right to approve, or withhold approval of, actions proposed under the

Governing Documents, are specified in the relevant sections of this Declaration, the By-Laws, and the Articles.

(c) Manner of Voting. On any matter as to which the Governing Documents or Georgia law require a vote or approval of the membership, such vote or approval may be obtained by affirmative vote at a meeting or by written consent, or by any combination of votes and written consents, unless the Governing Documents or Georgia law expressly require that the vote on such matter be taken at a meeting of the membership.

## ARTICLE VI ASSOCIATION POWERS AND RESPONSIBILITIES

### 6.1 Function of the Association.

The Association has been established for the purpose of administering the Community in accordance with the Governing Documents. Its responsibilities shall include, but are not limited to management and operation of the Area of Common Responsibility, enforcing the Governing Documents, and administering and enforcing the architectural standards set forth in Article III and in the Architectural Guidelines upon delegation or termination of the Declarant's authority under Article III.

### 6.2 Implied Rights; Board Authority.

The Association shall have the powers and authority granted by, and shall perform its functions in accordance with, the Governing Documents and the laws of the State of Georgia. The Association shall also have any right, power, or privilege which may reasonably be implied from, or which is reasonably necessary to exercise, any right, power, or privilege expressly granted by the Governing Documents or by law. Except as the Governing Documents or Georgia law may otherwise specifically provide, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

### 6.3 Maintenance Responsibility.

(a) The Association shall maintain and keep in good repair the Area of Common Responsibility, which shall include, but need not be limited to:

(i) all property, recreational facilities, open space, and improvements situated upon the Common Area;

(ii) landscaping and signage within public rights-of-way within or adjacent to the Community;

(iii) any ponds, detention pond facilities and 20' landscaping strip, streams and/or wetlands located within the Community which serve as part of the drainage and storm water retention system for the Community;

(iv) such portions of any additional property included within the Area of Common Responsibility as may be dictated by the Governing Documents or any contract or agreement for maintenance thereof entered into by the Association; and

(v) any property and facilities owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from the Declarant to the Association and to remain a part of the Area of Common Responsibility and to be maintained by the Association unless and until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.

The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

(b) The Declarant reserves to itself and grants to the Association easements over the Community as necessary to enable the Association to fulfill such responsibilities. The Area of Common Responsibility shall not be reduced by amendment of this Declaration or any other means except with the prior written approval of the Declarant, so long as the Declarant owns any property described on Exhibits "A" or "B" of this Declaration.

(c) Except as the Governing Documents may otherwise specifically provide, all costs associated with maintenance, repair, or replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Units as part of the General Assessment. The Board may, however, allocate the expense of any maintenance, repair, or replacement which benefits one or more, but less than all Units, as a Specific Assessment, according to the benefit received by such Units, as the Board may reasonably determine.

(d) The Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property which it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

#### 6.4 Insurance.

(a) Required Coverages. The Association shall obtain and keep in effect, as a Common Expense, the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property insurance covering the full replacement costs under current building codes and ordinances of all insurable improvements on the Common Area and on other portions of the Area of Common Responsibility to the extent that it has assumed responsibility for maintenance, repair, and/or replacement in the event of a casualty, regardless of ownership;

(ii) Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members;

(iii) Workers compensation insurance and employers liability insurance, if and to the extent required by law;

(iv) Directors and officers liability coverage;

(v) Insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's business judgment; and

(vi) Such additional insurance as the Board, in the exercise of its business judgment, determines advisable.

The Association may contract with or otherwise arrange to obtain any of the insurance described above through the Declarant and, in such event, shall reimburse the Declarant for that portion of its cost which is attributable to the coverage provided to the Association.

(b) Insurance Deductibles. The policies may contain a reasonable deductible. In the event of an insured loss, the deductible shall be treated as a Common Expense; provided, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with Section 14.3, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Units as a Specific Assessment.

(c) Policy Requirements. All Association insurance policies shall:

(i) be written with a company authorized to do business in the State of Georgia which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(ii) be written in the name of the Association, for the benefit of the Association and its Members;

(iii) provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured;

(iv) not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

(v) contain an inflation guard endorsement; and

(vi) include an agreed amount endorsement, if the policy contains a co-insurance clause.

In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide:

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

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

(iii) an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure; and

(iv) an endorsement requiring at least 30 days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

#### 6.5 Safety and Security

Each Owner and occupant of a Unit shall be responsible for his or her own safety and the security of his or her Unit and personal property. The Association may, but shall not be obligated to, maintain or support certain activities within the Community designed to enhance safety and security within the Community. However, neither the Association nor the Declarant shall in any way be considered insurers or guarantors of safety or security within the Community, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any systems or measures installed or undertaken cannot be compromised or circumvented, nor that any such systems or measures will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and agrees to inform any and all tenants and occupants of its Unit that the Association, its Board of Directors and committees, Declarant, and any successor or assign of each are not insurers and that each Person using the Community assumes all risks of personal injury and loss or damage to property, including Units and the contents of Units, resulting from acts of third parties.

#### 6.6 Provision of Services.

The Association may arrange for or provide services to the Owners and their Units and shall be authorized to enter into contracts or other agreements with third parties, including Declarant, to provide such services. By way of example, such services may include trash collection, lawn maintenance, pest control, cable television service, and other similar services, although the Association shall have no obligation to provide any such services. The Board may modify or cancel any services provided to the Owners and their Units at any time in its discretion.

The cost of any such services provided to all Units shall be a Common Expense and/or the Association may charge use and consumption fees for selected services. No Owner shall be exempt from the obligation to pay for such services based upon non-use or any other reason.

### 6.7 Indemnification.

The Association shall indemnify every officer, director, and committee member, against all damages and expenses, including counsel fees, reasonably incurred 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 he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section and Georgia law.

The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director, and committee member harmless from any and all liability to others on account of any such contract, commitment, or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

## ARTICLE VII ASSOCIATION FINANCES

### 7.1 Budgeting for Common Expenses.

(a) Purposes and Types. There are hereby created three types of Assessments: (a) General Assessments; (b) Special Assessments; and (c) Specific Assessments. Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Community, is deemed to covenant and agree to pay these Assessments.

(b) Personal Obligation and Lien. All Assessments, together with interest (computed from the due date of such Assessment at a rate of 10% per annum or such higher rate as the Board may establish, subject to the limitations of Georgia law), late charges established by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of the Owner and a charge and continuing lien upon each Unit against which the Assessment is made until paid, as more particularly provided in Section 7.6. Upon a transfer of title to a Unit, the grantee shall be jointly and severally liable for any Assessments and other charges due at the time of conveyance. However, no first Mortgagee who obtains title to a Unit by exercising the remedies provided in its Mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of title.

The Association shall, upon written request, furnish to any Owner liable for any type of Assessment a certificate in writing signed by an Association officer setting forth whether such Assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of Assessments at closing of the transfer of title to a Unit and impose special requirements for Owners with a history of delinquent payment. If any Owner is delinquent in paying any Assessments or other charges levied on his Unit, the Board may require any unpaid installments of all outstanding Assessments to be paid in full immediately.

No Owner not exempt from liability for Assessments pursuant to Section 7.9 may exempt himself from liability for Assessments by non-use of Common Area, abandonment of his Unit, or any other means. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repair or improvements, or from any other action it takes.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, materials, or a combination of services and materials with the Declarant or other entities for payment of Common Expenses.

#### 7.2 Computation of General Assessments.

At least 30 days before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Common Expenses during the coming year. General Assessments shall be fixed at a uniform rate for all Units and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including any reserve. In determining the total funds to be generated through the levy of General Assessments, the Board, in its discretion, may consider other sources of funds available to the Association, including any surplus from prior years and any Assessment income expected to be generated from any additional Units reasonably anticipated to become subject to Assessment during the fiscal year.

So long as the Declarant has the right unilaterally to annex additional property pursuant to Section 9.1, the Declarant may, but shall not be obligated to, reduce the General Assessment for any fiscal year by payment of a subsidy, which may be treated as either a contribution or a loan, in the Declarant's discretion. Any such subsidy shall be disclosed as a line item in the Common Expense budget and the treatment of such subsidy shall be made known to the membership. The payment of such subsidy in any year shall under no circumstances obligate the Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and the Declarant.

The Board shall send a copy of the final budget and notice of the amount of the General Assessment for the following year to each Owner at least 30 days prior to the beginning of the fiscal year for which it is to be effective. Such budget and Assessment shall become effective unless disapproved at a meeting by at least 67% of the Members and by the Class "B" Member,

if such exists. There shall be no obligation to call such a meeting unless a petition for a special meeting is presented to the Board within 10 days of the delivery of the notice of Assessment.

If a budget is not adopted for any year, then until such time as a budget is adopted, the budget in effect for the immediately preceding year shall continue for the current year.

### 7.3 Reserve Budget and Capital Contribution.

The Board may annually prepare a reserve budget which takes into account the number and nature of replaceable assets within the Area of Common Responsibility, if any, the expected life of each asset, and the expected repair or replacement cost. The Board may include a contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing of annual General Assessments over the budget period.

Upon acquisition of record title to a Unit by each Owner thereof other than the Declarant and Builder, a contribution shall be made by the purchaser to the working capital of the Association in the amount of \$600.00. This amount shall be in addition to, not in lieu of, the annual General Assessment per Unit, if any, for that fiscal year. This amount shall be deposited into the purchase and sales escrow and disbursed there from to the Association for use in owning, maintaining, repairing, and replacing the capital assets of the Association.

### 7.4 Special Assessments.

In addition to other authorized Assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Except as otherwise specifically provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent of at least 51% of the total Class "A" votes in the Association, and the affirmative vote or written consent of the Class "B" Member, if such exists. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

### 7.5 Specific Assessments.

The Association shall have the power to levy Specific Assessments against a particular Unit as follows:

(a) to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Unit or occupants thereof upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners and occupants (which might include, without limitation, landscape maintenance, pest control, etc.), which Assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner: and



(b) to cover costs incurred in bringing the Unit into compliance with the terms of the Governing Documents or costs incurred as a consequence of the conduct of the Owner or occupants of the Unit, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Unit Owner prior written notice and an opportunity for a hearing, in accordance with Section 14.3, before levying any Specific Assessment under this subsection (b).

#### 7.6 Lien for Assessments.

The Association shall have a lien against each Unit to secure payment of delinquent Assessments, as well as interest, late charges (subject to the limitations of Georgia law), and costs of collection (including attorneys' fees). Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure in the same manner as mortgages are foreclosed under Georgia law.

The Association may bid for the Unit at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Unit. While a Unit is owned by the Association following foreclosure; (a) no right to vote shall be exercised on its behalf; (b) no Assessment shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual Assessment, its pro rata share of the Assessment that would have been charged such Unit had it not been acquired by the Association. The Association may sue for unpaid Assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of any Unit shall not affect the Assessment lien or relieve such Unit from the lien for any subsequent Assessments. However, the sale or transfer of any Unit pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such Assessments due prior to such sale or transfer. A Mortgagee or other purchaser of a Unit who obtains title pursuant to foreclosure of the Mortgage shall not be personally liable for Assessment on such Unit due prior to such acquisition of title. Such unpaid Assessments shall be deemed to be Common Expenses collectible from Owners of all Units subject to Assessment under Section 8.8, including such acquirer, its successors and assigns.

#### 7.7 Date of Commencement of Assessments.

The obligation to pay Assessments shall commence as to each Unit on the day title to the Unit is transferred to an Owner other than Declarant or a Builder. The first annual General Assessment levied on each Unit shall be adjusted according to the number of days remaining in the fiscal year at the time Assessments commence on the Unit, regardless of state of completion of any amenities.

### 7.8 Failure to Assess.

Failure of the Board to fix Assessment amounts or rates or to deliver or mail each Owner an Assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay General Assessments on the same basis as during the last year for which an Assessment was made, if any, until a new Assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

### 7.9 Exempt Property.

The following property shall be exempt from payment of Assessments:

- (a) All Common Area and such portions of the property owned by the Declarant as are included in the Area of Common Responsibility;
- (b) Any property dedicated to and accepted by any governmental authority or public utility; and
- (c) Any Units owned by Declarant or a Builder.

## ARTICLE VIII ACCEPTANCE AND MANAGEMENT OF COMMON AREA.

### 8.1 Control of Common Area.

The Association, subject to the rights of the Owners set forth in this Declaration, shall manage and control the Common Area and all improvements thereon (including, without limitation, landscaping, furnishings, equipment, and other personal property of the Association used in connection with the Common Area), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the Governing Documents and consistent with the Community-Wide Standard. The Board is specifically authorized, but not obligated, to retain or employ professional management, which may be the Declarant or an affiliate, to assist in carrying out the Association's responsibilities under the Governing Documents, the cost of which shall be a Common Expense.

### 8.2 Acceptance of Common Area Conveyed by Declarant.

Declarant and its designees may convey to the Association real and personal property, including easements, leasehold and other interests in property. Such property shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring such property to the Association.

### 8.3 Reconveyance of Common Area to Declarant.

Upon request of Declarant, the Association shall reconvey to Declarant any unimproved property or interests therein which the Declarant originally conveyed at no cost to the Association, to the extent conveyed by Declarant in error or needed by Declarant to make minor

adjustments in property lines or to accommodate public or quasi-public facilities. The Declarant shall not be required to pay for such property, but shall pay the costs of preparing and recording the deed to affect such reconveyance.

#### 8.4 Conveyance of Common Area.

The Association may dedicate portions of the Common Area to any local, state, or federal governmental or quasi-governmental entity and may grant licenses, leases or easements over portions of the Common Area to the extent not inconsistent with the intended use of the Common Area. Except as provided in the preceding sentence, the Association shall not convey any real property comprising all or any portion of the Common Area without the approval of Owners as provided in Section 12.5.

#### 8.5 Repair or Reconstruction After Damage, Destruction or Condemnation.

If any portion of the Common Area containing structures or improvements (other than landscaping) are damaged or destroyed, or taken by or sold under threat of condemnation proceedings, the Association shall file any appropriate insurance claims and shall obtain reliable and detailed estimates of the cost to repair, restore, or rebuild the affected structures and improvements on the available property within the Common Area. The Association shall repair, restore, or reconstruct unless, after notice, at least 67% of the total Class "A" votes in the Association and the Declarant otherwise agree.

If a determination is made not to repair, restore, or rebuild, the Association shall clear any debris or ruins remaining on the Common Area and thereafter maintain it in a neat, attractive condition consistent with the Community-Wide Standard.

To the extent that the proceeds of condemnation, sale, or insurance are insufficient to repair, restore, or reconstruct, the Board may levy a Special Assessment or borrow the funds necessary to cover the excess costs without the approval of the membership. Any such construction shall be in accordance with the original improvements or such other plans as the Board may approve.

If a decision is made not to repair, restore, or rebuild, or if net funds remain after completion of the repair, restoration, or reconstruction, then the Association shall deposit the proceeds or net funds to its capital improvements account to be used for future capital expenditures as the Board deems appropriate.

#### 8.6 Common Area to Remain Undivided.

No Person shall seek to have a court partition or divide the ownership interest of all or any portion of the Common Area unless the portion of the Common Area which is the subject of such action has been removed from the provisions of this Declaration. This section shall not apply to any property which was formerly Common Area once the Association no longer holds any legal interest in such property.

**ARTICLE IX      EXPANSION OF THE COMMUNITY****9.1      Expansion by Declarant.**

Declarant reserves the unilateral right to expand the Community to include all or any portion of the real property described in Exhibit "B." Such right shall expire seven years after the date on which this Declaration is recorded in the Public Records. Declarant may assign this right to any Person who is the developer of at least a portion of the real property described in Exhibit "A" and "B." Any such assignment shall be in writing, signed by the Declarant, and recorded in the Public Records.

Such expansion shall be accomplished by filing a Supplemental Declaration in the Public Records describing the property being added to the Community. Such Supplemental Declaration shall not require the approval of Members, but shall require the consent of the owner of such property, if other than Declarant.

Nothing in this Declaration shall be construed to require Declarant or any successor to expand the Community or develop any of the property described in Exhibit "B" in any manner whatsoever.

**9.2      Expansion by the Association.**

The Association may expand the Community to include additional real property with the consent of the owner of such property, the approval of persons entitled to cast a majority of the Class "A" votes represented at a meeting called for such purpose, and the consent of Declarant so long as Declarant has any rights under Section 9.1.

Such expansion shall be accomplished by filing in the Public Records a Supplemental Declaration describing the property being added to the Community. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of such property, and by Declarant, if Declarant's consent is required.

**9.3      Additional Covenants and Easements.**

Declarant may impose additional covenants, restrictions, and easements on any property in the Community by filing a Supplemental Declaration in the Public Records setting forth such additional covenants, restrictions, and easements. Any such Supplemental Declaration shall require the written consent of the owner(s) of the property upon which the additional provisions are being imposed, if other than Declarant. Any Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

**ARTICLE X      ADDITIONAL RIGHTS RESERVED TO DECLARANT****10.1      Withdrawal of Property.**

Declarant reserves the right to amend this Declaration so long as it has a right to annex additional property pursuant to Section 9.1, for the purpose of removing any portion of the Community from the coverage of this Declaration, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Community. Such amendment shall not require the consent of any Person other than the Owner of the Property to be withdrawn, if not the Declarant.

**10.2      Marketing and Sales Activities.**

Declarant and Builders authorized by Declarant may maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of Units, including, but not limited to, the exclusive use of the amenities for marketing and business offices, signs, model homes, and sales offices on the Common Area. Declarant and authorized Builders shall have easements for access to and use of such facilities.

**10.3      Right to Develop.**

Declarant, Builders authorized by Declarant, and its employees, agents, and designees shall have a right and easement over and upon all of the Common Area for the purpose of making, constructing, and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

For so long as Declarant owns any portion of the Community, Declarant may designate sites which it owns within the Community for public or quasi-public facilities and neither the Association nor any Owner shall have a right to object to such designation. The Declarant may also designate such sites on property which it does not own, provided the owner consents to such use.

**10.4      Right to Approve Additional Covenants.**

No Person shall record any declaration of covenants, conditions, and restrictions or similar instrument affecting any portion of the Community without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by Declarant and recorded in the Public Records.

**10.5      Right to Approve Changes in Community Standards.**

No amendment to or modification of the Use Restrictions or the Architectural Guidelines made after termination of the Developer Control Period shall be effective without prior notice to

and the written approval of Declarant so long as Declarant owns any portion of the Community primarily for development and sale.

#### 10.6 Right to Transfer or Assign Declarant Rights.

Any or all of the special rights and obligations of Declarant set forth in this Declaration or the By-Laws may be transferred or assigned in whole or in part to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which Declarant has under this Declaration or the By-Laws. No such transfer or assignment shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the Public Records.

The Declarant may permit other Persons to exercise, on a one time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right permanently or in its entirety, and in such case it shall not be necessary to record any written assignment except as may be required to evidence Declarant's consent to such exercise.

#### 10.7 Termination of Rights.

The rights set forth in this Article shall terminate upon the earlier of (a) 15 years from the date this Declaration is filed in the Public Records, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

#### 10.8 Easement to Inspect and Right to Correct

(a) Easement. Declarant reserves for itself, Builders, and such other Persons as it may designate perpetual non-exclusive easements throughout the Community to the extent reasonably necessary for the purposes of access, inspecting, testing, redesigning, or correcting any portion of the Community, including Units and the Area of Common Responsibility. Declarant shall have the right to redesign or correct any part of Community, including Units and the Area of Common Responsibility.

(b) Right of Entry. Entry onto a Unit shall be after reasonable notice, except in an emergency. Entry into a structure on a Unit shall be only after notice to the Unit's Owner.

(c) Damage. Declarant or the Builder, as applicable, shall promptly repair any damage to a Unit or the Area of Common Responsibility resulting from the exercise of the easement or right of entry described in subsections (a) and (b) of this Section at its own expense.

### ARTICLE XI EASEMENTS

#### 11.1 Easements for Encroachment.

There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and any adjacent Common Area and between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of

these restrictions) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

### 11.2 Easements for Utilities, Etc.

(a) There are hereby reserved to the Declarant, so long as the Declarant owns any property described on Exhibit "A" or "B" of this Declaration, the Association, and the designees of each (which may include, without limitation, any governmental or quasi-governmental entity and any utility company) perpetual non-exclusive easements upon, across, over, and under all of the Community (but not through a structure) to the extent reasonably necessary for the purpose of monitoring, replacing, repairing, maintaining, and operating cable television systems, master television antenna systems, and other devices for sending or receiving data and/or other electronic signals; security and similar systems; roads, walkways, pathways, and trails; wetlands and drainage systems; street lights and signage; and all utilities, including, but not limited to, water, sewers, telephone, gas, and electricity, and utility meters; and for the purpose of installing any of the foregoing on property which the Declarant or the Association owns or within easements designated for such purposes on recorded plats of the Community.

Declarant specifically grants to the local water supplier, electric company, and natural gas supplier easements across the Community for ingress, egress, installation, reading, replacing, repairing, and maintaining utility lines, meters and boxes, as applicable.

(b) There is hereby reserved to the Declarant, so long as the Declarant owns any property described on Exhibit "A" or "B" of this Declaration, the non-exclusive right and power to grant and record such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of any property described on Exhibit "A" or "B."

(c) Any damage to a Unit resulting from the exercise of the easements described in subsections (a) and (b) of this Section shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of these easements shall not extend to permitting entry into the structures on any Unit, nor shall it unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

### 11.3 Easements to Serve Additional Property.

Declarant hereby reserves for itself and its duly authorized agents, representatives, and employees, successors, assigns, licensees, and mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access, and development of any property described in Exhibit "B" or any property adjacent to the property described in Exhibit "B", whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area and the right to connect or tie in to roads and utilities to serve such property. Declarant agrees that it or the Person exercising such easement

shall be responsible for any damage caused to the Common Area as a result of the exercise of such easement.

#### 11.4 Right of Entry.

The Association shall have the right, but not the obligation, to enter upon any Unit for emergency, security, and safety reasons. Such right may be exercised by any member of the Board, the Association's officers, agents, employees, managers, and members of the ARC. Such right of entry shall also extend to all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall not authorize entry into any single family detached dwelling without permission of the Owner, except by emergency personnel acting in their official capacities.

#### 11.5 Easements to Exercise Powers and Perform Responsibilities.

The Declarant hereby reserves to itself and grants to the Association, perpetual, non-exclusive easements over the Community as necessary to enable the Declarant and the Association, and their respective agents, employees and assigns, to exercise the authority and fulfill the responsibilities that each of them are granted or assigned elsewhere in the Governing Documents, and to inspect for the purpose of ensuring compliance with the Governing Documents.

### ARTICLE XII MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders of first Mortgages on residences in Parkview Estates. The provisions of this Article 12 apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained herein.

#### 12.1 Notices of Action.

An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Association, which request states the name and address of such holder, insurer, or guarantor and the residence number (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 development or which affects any residence 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 residence subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a residence of any obligation under the Declaration or By-Laws 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 eligible Mortgagees.



### 12.2 Special FHLMC Provision.

So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds (2/3) of the first Mortgages or at least two-thirds (2/3) of the total Members entitled to vote thereon consent, the Association shall not; (a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area which the Association owns, directly or indirectly (the granting of easement for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this paragraph); (b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a residence; (c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of residences and of the Common Area (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision); (d) fail to maintain insurance, as required by this Declaration; or (e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property. First Mortgages may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy and first Mortgages making such payments shall be entitled to immediate reimbursement from the Association.

### 12.3 No Priority.

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

### 12.4 Notice to Association.

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

### 12.5 Amendment by Board.

Should the Veterans Administration, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provision of this Article 12 or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article 12 to be recorded to reflect such changes.

### 12.6 HUD and Veterans Administration Approval.

As long as the Declarant has an option unilaterally to subject property to this Declaration

as provided in Article 9, the following actions shall require the prior approval of the Department of Housing and Urban Development (HUD) and the Veterans Administration so long as HUD and/or the Veterans Administration is insuring or guaranteeing any mortgage in the development; annexation of additional property to the development, except for annexation by Declarant in accordance with Article 9, pursuant to a plan of annexation previously approved by HUD or the Veterans Administration; dedication of Common Area to any public entity; and material amendment of the Declaration, By-Laws, or Articles of Incorporation.

#### 12.7 Applicability of Article 12.

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

#### 12.8 Failure of Mortgagee to Respond.

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

#### 12.9 Dissolution.

If the Association is dissolved, the assets shall be dedicated to a public body, or conveyed to a non-profit organization with similar purposes.

### **ARTICLE XIII DISPUTE RESOLUTION AND LIMITATION ON LITIGATION**

#### 13.1 Agreement to Avoid Litigation.

The Declarant, the Association, its officers, directors, and committee members, all Persons subject to this Declaration, any Builder, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the Community, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that those claims, grievances or disputes described in Section 13.2 ("Claims") shall be resolved using the procedures set forth in Section 13.3 in lieu of filing suit in any court.

#### 13.2 Claims.

Unless specifically exempted below, all claims, grievances, or disputes arising out of or relating to the interpretation, application, or enforcement of the Governing Documents, or the rights, obligations and duties of any Bound Party under the Governing Documents or relating to the design or construction of improvements on the Community shall be subject to the provisions of Section 13.3.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 13.3:

(a) Any suit by the Association against any Bound Party to enforce the provisions of Article VII (Assessments);

(b) any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Article III (Architectural Standards) and Article IV (Use and Conduct);

(c) any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents;

(d) any suit in which any indispensable party is not a Bound Party; and

(e) any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 13.3.

### 13.3 Mandatory Procedures.

(a) Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (collectively, the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:

(i) the nature of the Claim, including the Persons involved and Respondent's role in the Claim;

(ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(iii) Claimant's proposed remedy; and

(iv) that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

(b) Final and Binding Arbitration.

(i) The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties

in resolving the dispute by mediation. The Parties may by agreement submit the claim to mediation which may continue as long as the Parties shall agree.

(ii) If the Parties do not agree in writing to a settlement of the Claim within 15 days of the Notice or such additional time as they shall agree, the Claimant shall submit the Claim to arbitration with Construction Arbitration Associates Ltd., or if such agency is unavailable, in accordance with the Rules of Arbitration contained in Exhibit "E" or such rules as may be required by the agency providing the arbitrator. If not timely submitted to arbitration or if the Claimant fails to appear for the arbitration proceeding, the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons other than Claimant.

(iii) This subsection (b) is an agreement to arbitrate and is specifically enforceable under the applicable arbitration laws of the State of Georgia. The arbitration award (the "Award") shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Georgia.

**13.4 Allocation of Costs of Resolving Claims.**

(a) Prior to arbitration, each Party shall bear its own costs, including any attorneys' fees incurred, and each Party shall share equally all charges rendered by any mediator(s).

(b) Any arbitration Award shall include all of the prevailing party's arbitration costs, filing fees and other expenses.

The following illustrates the order in which the parties shall apply the foregoing procedures to Claims:

**DISPUTE RESOLUTION TIMELINE**

<b>CLAIM BETWEEN BOUND PARTIES</b>			
Day 1	Day 2-30	Day 31-60	Day 61-90+
<b>Written Notice Of Claim</b>	<b>Negotiations</b>	<b>Request Mediation</b>	<b>Mediation</b>
<ul style="list-style-type: none"> <li>* Factual Basis</li> <li>* Legal Basis</li> <li>* Propose a resolution</li> <li>* Propose a meeting</li> <li>* Send copy to Board</li> </ul>	<ul style="list-style-type: none"> <li>* Good faith effort</li> <li>* Parties meet in person</li> <li>* May request Board assistance</li> </ul>	<ul style="list-style-type: none"> <li>* Claimant must submit claim</li> <li>* Mediator assigned by Association or independent agency</li> <li>* If Claim is not submitted, it is waived</li> </ul>	<ul style="list-style-type: none"> <li>* Agency supplies rules</li> <li>* Fee split between parties</li> <li>* Written summary from each side</li> <li>* Supervised negotiation</li> <li>* Contractual settlement</li> <li>* Termination of mediation</li> </ul>

### 13.5 Enforcement of Resolution.

After resolution of any Claim, if any Party fails to abide by the terms of any agreement or Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in Section 13.3. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys' fees and court costs.

### 13.6 Initiation of Litigation by Association.

In addition to complying with the foregoing alternative dispute resolution procedures, if applicable, the Association shall not initiate any judicial or administrative proceeding unless first approved by a vote of persons entitled to cast 75% of the total Class "A" votes in the Association, except that no such approval shall be required for actions or proceedings:

- (a) initiated during the Developer Control Period;
- (b) initiated to enforce the provisions of this Declaration, including collection of Assessments and foreclosure of liens;
- (c) initiated to challenge ad valorem taxation or condemnation proceedings;
- (d) initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or
- (e) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it; or

## ARTICLE XIV COMPLIANCE AND ENFORCEMENT

### 14.1 Obligation to Comply with Governing Documents; Right to Enforce.

(a) Every Owner and occupant of a Unit shall comply with the Governing Documents and shall ensure that his or her guests and any visitors to the Unit also comply. Failure to comply shall be cause for:

- (i) the Association or the Declarant to impose sanctions against the Owner, the occupant, and the Unit as authorized in the Governing Documents; and
- (ii) the Declarant, the Association, or any Owner to take action in a court of law or equity to enforce the Governing Documents, subject to the dispute resolution procedures set forth in Article XIII, if applicable.

(b) The Association may enforce applicable county ordinances and permit local governments to enforce their ordinances within the Community for the benefit of the Association and its Members.

(c) The Association shall not be obligated to take enforcement action if the Board reasonably determines that, under the particular circumstances, (i) the Association's legal position is not strong enough to justify taking action, or (ii) although a technical violation may exist, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources. Such a decision shall not be construed as a waiver of the right of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other provision of the Governing Documents.

14.2 Association Remedies and Sanctions.

In addition to any remedies or sanctions specifically authorized elsewhere in the Governing Documents, the Association may seek or impose any of the following remedies and sanctions for violations of the Governing Documents:

(a) levy monetary fines which shall constitute a lien upon the violator's Unit (in the event that any occupant, guest, or invitee of a Unit violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator; provided, however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board);

(b) suspension of the Owner's right to vote;

(c) suspension of any Person's right to use any recreational facilities within the Common Area for up to 60 days per violation, or for the duration of any continuing violation plus 60 days (however, the Board may not unreasonably restrict access to or from a Unit);

(d) suspension of any services provided by the Association to an Owner or the Owner's Unit if the Owner is more than 30 days delinquent in paying any Assessment or other charge owed to the Association;

(e) upon the Owner's failure to take required action after written notice and a reasonable opportunity to do so, entering upon the Unit (which entry shall not be considered a trespass) and taking action to cure any condition or remove any thing or structure which is in violation of the Governing Documents and to restore the Unit to a complying condition, in which event the Association may charge all costs incurred against the Unit and the Owner as a Specific Assessment;

(f) precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of Article III and the Architectural Guidelines from continuing or performing any further activities in the Community (in which event the Association shall have no liability to any Person);

(g) levying Specific Assessments to cover costs incurred by the Association to bring a Unit into compliance with the Governing Documents; and

(h) recording a notice of violation in the Public Records.

#### 14.3 Notice and Hearing Procedures.

Except as set forth in Section 14.3(c), prior to imposing any sanction for violations of the Governing Documents, taking any action to enforce the provisions of the Governing Documents, or exercising the rights granted to the Association under this Article, the Association shall comply with the notice and hearing procedures set forth in subsections (a) and (b) below.

(a) Notice. The Association shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the action which the Association proposes or intends to take, and (iii) a period of not less than 10 calendar days within which the alleged violator may present a written request for a hearing. If a timely request for a hearing is not made within the 10-day period, the Association may proceed with the action or impose the sanction described in the notice. If the violation is abated within the 10-day period, the Association may, but shall not be obligated to, suspend the proposed action or sanction. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person. Notwithstanding any suspension of proceedings hereunder, if the same or a similar violation is repeated within 12 months after the date of notice of the original violation, the Association may pursue any and all remedies described in the original notice without further notice to the alleged violator.

(b) Hearing. If a hearing is requested within the allotted 10-day period, the hearing shall be held before the Board or a committee appointed by the Board consisting of not less than five persons, all of whom shall be Owners or residents of the Community or representatives of the Declarant. A representative of the Association shall be afforded a reasonable opportunity to make a statement describing the alleged violation and to present any evidence or witnesses to support its statement. The alleged violator shall also be afforded a reasonable opportunity to be heard and to present any evidence or witnesses on his or her behalf. At the conclusion of all statements and presentations, the Board or committee may close the hearing and retire to discuss the evidence and to render a judgment as to whether, in fact, a violation has occurred. If the hearing is before a committee, the committee shall notify the Association and the alleged violator in writing of its determination within 5 days after the hearing. If it is determined that a violation has occurred, the Association may pursue any and all remedies described in its original notice of the violation

(c) Applicability. The notice and hearing procedures set forth in this Section 14.3 shall not apply to any claim which the Association is required or elects to submit to the dispute resolution procedures set forth in Article XIII, nor to the exercise of self-help to cure violations in the event of an emergency. The Association may file suit on any exempt claim in a court of law or equity to enforce the Governing Documents, to enjoin any violation, or to recover monetary damages for any violation without the necessity of complying with the notice and hearing procedures set forth above.

14.4 Remedies Cumulative; Recovery of Costs.

All remedies set forth in this Declaration and the By-Laws shall be cumulative of any remedies available at law or in equity.

In any action to enforce the Governing Documents, if the party seeking to enforce prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

**ARTICLE XV**      **MISCELLANEOUS PROVISIONS**

15.1 Binding Effect and Duration.

All of the property described in Exhibit "A" and any additional property subjected to this Declaration by Supplemental Declaration shall be held, sold, used, and conveyed subject to the terms of this Declaration which shall run with the title to such real property. This Declaration shall be binding upon all parties having any right, title, or interest in any portion of the Community, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each Owner of any portion of the Community.

Unless terminated by the Owners as provided below, this Declaration is intended to have perpetual duration. However, if Georgia law limits the period during which covenants may run with the land, any provision of this Declaration affected by such law shall run with and bind the land so long as permitted by the law, after which time the provisions shall be automatically extended for successive period of 10 years, unless amended or terminated by the record Owners as provided in Section 15.2.

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, agrees that provisions of this Declaration may be extended and renewed as provided in this Section. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement.

If any provision of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provision shall continue in effect only until 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

15.2 Amendment.

Until conveyance of the first Unit to a Person other than a Builder, the Declarant may amend this Declaration without the approval of the Association or the Owners. Thereafter, as long as the Declarant owns any property in the Community or which may become part of the Community, the Declarant may amend this Declaration without the approval of the Association or the Owners, if such amendment (i) is necessary to enable any institutional or governmental entity to make, purchase, insure, or guarantee mortgage loans on the Units, (ii) is required to



comply with any governmental ordinance, statute, rule, or judicial determination or (iii) does not materially adversely affect the rights of any Owner under this Declaration without such Owner's consent.

Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of persons entitled to cast at least 67% of the total number of Class "A" votes in the Association and the consent of Declarant, so long as Declarant owns any property within the Community or which may become part of the Community.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class "B" Member without the written consent of Declarant or the Class "B" Member, respectively (or the assignee of such right or privilege).

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon recording in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within three months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

#### 15.3 Severability.

Invalidation by judgment or court order of any provision of this Declaration shall not affect the validity of other provisions of this Declaration. Invalidation of any provision as applied in a particular case shall not affect the validity of other applications of the same provision.

#### 15.4 Cumulative Effect; Conflict.

The provisions of this Declaration shall be cumulative with the provisions of any applicable Supplemental Declaration. Any Supplemental Declaration or other recorded instruments affecting title to any portion of the Community may contain provisions which are more restrictive than the provisions of this Declaration, and in such case, the more restrictive provision shall control. The Association shall have the standing and authority to enforce all such restrictions.

15.5 Notice of Sale or Transfer of Title.

Any Owner desiring to sell or otherwise transfer title to his or her Unit shall give the Board at least seven days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The Person transferring title shall be jointly and severally responsible with the Person to whom title is transferred for all obligations of the Owner of the Unit, including Assessment obligations, until the date upon which such notice is received by the Board, notwithstanding the transfer of title.

15.6 Exhibits.

Exhibit "A," "B," "C," "D" and "E" attached to this Declaration are incorporated by this reference. Amendments to Exhibit "A," "B" and "E" shall be governed by the provisions of Section 15.2. Exhibit "C" may be amended as set forth in Article IV. Exhibit "D," the By-Laws, is attached for informational purposes and may be amended as provided therein.

(Signatures to follow on next page)

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 26 day of June, 2006.

**DECLARANT:** **PARKVIEW ESTATES DEVELOPMENT, LLC**  
A Georgia Limited Liability Company (SEAL.)

By: [Signature]  
Its: PR13

Attest: [Signature]  
Its: V.P.

Signed, sealed, and delivered  
this 26 day of June  
2006, in the presence of:

[Signature]  
WITNESS

[Signature]  
NOTARY PUBLIC

**My Commission Expires March 4, 2008**

My Commission Expires: \_\_\_\_\_



**Exhibit "A"**

**Land Initially Submitted**

ALL THAT TRACT OR PARCEL OF LAND, lying and being in Land Lot 174 of the 9F District, of Fulton County, Georgia, containing approximately 106 acres and being designated as Parkview Estates, and containing 188 Lots, as more particularly described in that certain Final Plat of Parkview Estates, prepared by TerraMark Land Surveying, Inc. which plat was recorded \_\_\_\_\_, 2006 in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, of the Fulton County, Georgia land records.

**EXHIBIT "B"**

**Land Subject to Annexation**

ALL THAT TRACT OR PARCEL OF LAND, lying and being in Land Lot \_\_\_\_ or the Land Lots adjacent thereto, of the \_\_\_\_\_ District, of Fulton County, Georgia, which is adjacent to the property described on Exhibit "A."

## EXHIBIT "C"

### Initial Use Restrictions

The following restrictions applicable to property within the Community shall remain in effect until such time as they are amended, modified, repealed, or limited by action of the Association adopted pursuant to Article IV of the Declaration.

1. General. The Community shall be used only for residential, recreational, and related purposes (which may include, without limitation, sales offices of Declarant and Builders, offices for any manager retained by the Association, and a community center) consistent with this Declaration.

2. Restricted Activities. The following activities are prohibited within the Community unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:

(a) Parking of any vehicles on streets or thoroughfares, or parking of commercial vehicles or equipment, mobile homes, recreational vehicles, boats and other watercraft, trailers, stored vehicles, or inoperable vehicles in places other than in carports except on a temporary basis for such period of time as is reasonably necessary to load, unload, or prepare such vehicles for imminent use;

(b) Raising, breeding, or keeping of animals, livestock, or poultry of any kind, except that a reasonable number of dogs, cats, or other usual and common household pets may be permitted on a Unit; however, those pets which are permitted to roam freely outside the boundaries of the owner's Unit, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Units shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may remove the pet, in addition to imposing such other sanctions as are authorized by the Declaration and By-Laws. Dog owners shall keep their dogs on a leash at all times when outside the boundaries of the Unit;

(c) Any activity which emits foul or obnoxious odors outside the Unit or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Units;

(d) Dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any stream, pond, or elsewhere within the Community, except that fertilizers may be applied to landscaping on Units provided care is taken

to minimize runoff, and Declarant and Builders may dump and bury rocks and trees removed from a building site on such building site;

(e) Accumulation of rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved and properly stored sanitary containers;

(f) Obstruction or rechanneling of drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that Declarant and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Unit without the Owner's consent;

(g) Subdivision of a Unit into two or more Units, or changing the boundary lines of any Unit after a subdivision plat including such Unit has been approved and filed in the Public Records, except that Declarant shall be permitted to subdivide, combine, or replat Units which it owns;

(h) Use of any structure of a temporary character, trailer, tent, shack, or other outbuilding as a residence, either temporarily or permanently;

(i) Any business, trade, or similar activity, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (ii) the business activity conforms to all zoning requirements for the Community; (iii) the business activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Community; and (iv) the business activity is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Community, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

Leasing of a Unit shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by Declarant or a Builder approved by Declarant with respect to its development and sale of the Community or its use of any Units which it owns within the Community; and

(j) Any construction, erection, or placement of any thing, permanently or temporarily, on the outside portions of the Unit, whether such portion is improved or unimproved, except in strict compliance with the provisions of Article IV of the Declaration. If not addressed in the Architectural Guidelines, the Board or the ARC, in their discretion, may prohibit or permit such

things as it deems appropriate. This shall include, without limitation, mailboxes, signs, basketball hoops, swing sets and similar sports and play equipment; garbage cans; ornamental lawn figures; above-ground swimming pools; and hedges, walls, dog runs, animal pens, or fences of any kind including, without limitation, invisible pet fences.

3. Prohibited Activities and Conditions. The following shall be prohibited within the Community:

(a) Satellite dishes, antennas and similar devices for the transmission of television, radio, satellite, or other signals of any kind, except that (i) Declarant and the Association shall have the right, without obligation, to erect or install and maintain any such apparatus for the benefit of all or a portion of the Community, and (ii) satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; (b) satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter or diagonal measurement; or (c) satellite dishes designed to receive television broadcast signals ("Permitted Devices") shall be permitted, *provided that* any such Permitted Device is placed in the least conspicuous location on the Unit in which an acceptable quality signal can be received and is screened from the view of adjacent Units in a manner consistent with the Community-Wide Standard and the Architectural Guidelines.

(b) Sprinkler or irrigation systems or wells of any type which draw upon water from creeks, streams, ponds, or other ground or surface waters within the Community; except that Declarant and the Association shall have the right to collect and divert storm water runoff from streets and other hard surfaces for irrigation and other purposes.

(c) Exterior lighting on any Unit which allows excessive light to be directed or reflected on the Common Area or other Units, except as may be permitted by the Reviewer in accordance with Article III of the Declaration.

(d) The storage of garbage, trash, refuse piles or unsightly objects except in containers and in areas approved by the Association.

(e) Laundry drying facilities including, but not limited to, clothes lines, outside of any improvement constructed on a Unit. In addition, the use of porch railings or any other part of the exterior of the Unit for drying or storing of clothes or other articles is prohibited.

(f) Any thing or condition which will result in the cancellation, or increase in premium, or reduction in coverage of insurance maintained by the Association or which would be in violation or any law or other applicable requirement of governmental authorities.

(g) Fences or walls placed on any lot nearer to the street or streets adjoining such lot than is permitted under the set-back requirements for the main residence on such lot, except for decorative subdivision entry features (if any).



## EXHIBIT "E"

### Rules of Arbitration

1. Claimant shall submit a Claim to arbitration under these Rules by giving written notice to all other Parties stating plainly and concisely the nature of the Claim, the remedy sought, and Claimant's submission of the Claim to arbitration ("Arbitration Notice").
2. The Parties shall select arbitrators ("Party Appointed Arbitrators") as follows: all the Claimants shall agree upon one (1) Party Appointed Arbitrator, and all the Respondents shall agree upon one (1) Party Appointed Arbitrator. The Party Appointed Arbitrators shall, by agreement, select one neutral arbitrator ("Neutral") so that the total arbitration panel ("Panel") has three (3) arbitrators.
3. If the Panel is not selected under Rule 2 within 45 days from the date of the Arbitration Notice, any party may notify the nearest chapter of the Community Associations Institute, for any dispute arising under the Governing Documents, or Construction Arbitration Associates, Ltd., or such other independent body providing arbitration services, for any dispute relating the design or construction of improvements on the Community, which shall appoint one Neutral ("Appointed Neutral"), notifying the Appointed Neutral and all Parties in writing of such appointment. The Appointed Neutral shall thereafter be the sole arbitrator and any Party Appointed Arbitrators or their designees shall have no further duties involving the arbitration proceedings.
4. No person may serve as a Neutral in any arbitration in which that person has any financial or personal interest in the result of the arbitration. Any person designated as a Neutral or Appointed Neutral shall immediately disclose in writing to all Parties any circumstance likely to affect impartiality, including any bias or financial or personal interest in the outcome of the arbitration ("Bias Disclosure"). If any Party objects to the service of any Neutral or Appointed Neutral after receipt of that Neutral's Bias Disclosure, such Neutral or Appointed Neutral shall be replaced in the same manner in which that Neutral or Appointed Neutral was selected.
5. The Appointed Neutral or Neutral, as the case may be ("Arbitrator") shall fix the date, time, and place for the hearing. The place of the hearing shall be within the Community unless otherwise agreed by the Parties. In fixing the date of the hearing, or in continuing a hearing, the Arbitrator shall take into consideration the amount of time reasonably required to determine Claimant's damages accurately.
6. Any Party may be represented by an attorney or other authorized representative throughout the arbitration proceedings. In the event the Respondent fails to participate in the

arbitration proceeding, the Arbitrator may not enter an Award by default, but shall hear Claimant's case and decide accordingly.

7. All persons who, in the judgment of the Arbitrator, have a direct interest in the arbitration are entitled to attend hearings. The Arbitrator shall determine any relevant legal issues, including whether all indispensable parties are Bound Parties or whether the claim is barred by the statute of limitations.

8. There shall be no stenographic record of the proceedings.

9. The hearing shall be conducted in whatever manner will, in the Arbitrator's judgment, most fairly and expeditiously permit the full presentation of the evidence and arguments of the Parties. The Arbitrator may issue such orders as it deems necessary to safeguard rights of the Parties in the dispute without prejudice to the rights of the Parties or the final determination of the dispute.

10. If the Arbitrator decides that it has insufficient expertise to determine a relevant issue raised during arbitration, the Arbitrator may retain the services of an independent expert who will assist the Arbitrator in making the necessary determination. The scope of such professional's assistance shall be determined by the Arbitrator in the Arbitrator's discretion. Such independent professional must not have any bias or financial or personal interest in the outcome of the arbitration, and shall immediately notify the Parties of any such bias or interest by delivering a Bias Disclosure to the Parties. If any Party objects to the service of any professional after receipt of a Bias Disclosure, such professional shall be replaced by another independent licensed professional selected by the Arbitrator.

11. No formal discovery shall be conducted in the absence of express written agreement among all the Parties. The only evidence to be presented at the hearing shall be that which is disclosed to all Parties at least 30 days prior to the hearing; provided, however, no Party shall deliberately withhold or refuse to disclose any evidence which is relevant and material to the Claim, and is not otherwise privileged. The Parties may offer such evidence as is relevant and material to the Claim, and shall produce such additional evidence as the Arbitrator may deem necessary to an understanding and determination of the Claim. The Arbitrator shall be the sole judge of the relevance and materiality of any evidence offered, and conformity to the legal rules of evidence shall not be necessary. The Arbitrator shall be authorized, but not required, to administer oaths to witnesses.

12. The Arbitrator shall declare the hearings closed when satisfied the record is complete.

13. There will be no post hearing briefs.

14. The Award shall be rendered immediately following the close of the hearing, if possible, and no later than 14 days from the close of the hearing, unless otherwise agreed by the Parties. The Award shall be in writing, shall be signed by the Arbitrator and acknowledged

before a notary public. If the Arbitrator believes an opinion is necessary, it shall be in summary form.

15. If there is more than one Arbitrator, all decisions of the Panel and the Award shall be by majority vote.

16. Each Party agrees to accept as legal delivery of the Award the deposit of a true copy in the mail addressed to that Party or its attorney at the address communicated to the Arbitrator at the hearing.

**EXHIBIT "D"**

**BY-LAWS OF  
PARKVIEW ESTATES HOMEOWNERS ASSOCIATION, INC.**

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**BY-LAWS**  
**OF**  
**PARKVIEW ESTATES HOMEOWNERS ASSOCIATION, INC.**

**Article I      Name, Principal Office, Definitions**

1.1      Name.

The name of the corporation is Parkview Estates Homeowners Association, Inc. (the "Association").

1.2      Principal Office.

The principal office of the Association shall be located in Cobb County, Georgia or at such other office designated by the Board. The Association may have such other offices, either within or outside the State of Georgia, as the Board of Directors may determine or as the affairs of the Association may require.

1.3      Definitions.

The words used in these By-Laws shall be given their normal, commonly understood definitions, unless otherwise specified. In order to minimize repetition, some terms are capitalized to indicate that they have specific definitions as set forth in the Declaration of Covenants, Conditions and Restrictions for Parkview Estates (the "Declaration"), filed by Parkview Estates Development, LLC, a Georgia limited liability company, in the Public Records of Fulton County, Georgia, as such Declaration may be amended.

**Article II      Membership and Meetings**

2.1      Membership.

The Association shall have two classes of membership, Class "A" and Class "B," described in the Declaration, the terms of which pertaining to membership are incorporated by this reference.

2.2      Place of Meetings.

Meetings of the Association shall be held at the Association's principal office or at such other suitable place convenient to the Members as the Board may designate, either within the Community or as convenient as possible and practical.

2.3 Annual Meetings.

The first meeting of the Association membership, whether a regular or special meeting, shall be held within one year from the date of incorporation of the Association. Subsequent regular annual meetings shall be set by the Board so as to occur during the third quarter of the Association's fiscal year on a date and at a time set by the Board.

2.4 Special Meetings.

The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a petition signed by Members representing at least 25% of the total Class "A" votes in the Association.

2.5 Notice of Meetings.

Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than 10 nor more than 50 days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when hand delivered or deposited in the United States mail addressed to the Member at the address of the Member's Unit or such other address as the Member may have designated in writing to the Association, with postage prepaid.

2.6 Waiver of Notice.

Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Attendance at a meeting by a Member 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. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7 Adjournment of Meetings.

If any meeting of the Association cannot be held because a quorum is not present,



a majority of the Members who are present at such meeting may adjourn the meeting to a time not less than 5 nor more than 30 days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is initially present may continue to do business until adjournment, notwithstanding the withdrawal of some Members leaving less than a quorum, provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

#### 2.8 Voting.

The voting rights of the Members shall be as set forth in the Declaration and in these By-Laws, and such voting rights provisions are specifically incorporated by this reference.

#### 2.9 Proxies.

Members may vote in person or by proxy, subject to the limitations of Georgia law relating to use of proxies and subject to any specific provision to the contrary in the Declaration or these By-Laws. Every proxy shall be in writing and shall identify the Unit for which it is given. Proxies shall be signed by the Member or the Member's attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective.

Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast. In the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

Every proxy shall be revocable and shall automatically cease upon conveyance of any Unit for which it was given, upon receipt by the Secretary of written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who is a natural person, or one year from the date of the proxy, unless a shorter period is specified in the proxy.

#### 2.10 Majority.

As used in these By-Laws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totaling more than 50% of the total eligible number.

### 2.11 Quorum.

Except as otherwise provided in these By-Laws or in the Declaration, the presence of persons entitled to cast at least 25% of the total Class "A" votes in the Association shall be required to transact business at any meeting of the membership.

### 2.12 Conduct of Meetings.

The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

### 2.13 Action Without a Meeting.

Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote, if written consent specifically authorizing the proposed action is signed by all Members entitled to vote thereon. Such consent shall be filed with the minutes of the Association, and shall have the same force and effect as a vote of the Members at a meeting. Within 10 days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

## **Article III Board of Directors**

### A. Composition and Selection.

#### 3.1 Governing Body; Composition.

The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one equal vote. Except with respect to directors appointed by the Class "B" Member, the directors shall be Members or residents; provided, however, no Owner and resident representing the same Unit may serve on the Board at the same time. A "resident" shall be any natural person 18 years of age or older whose principal residence is a Unit within the Community. In the case of a Member which is not a natural person, any officer, director, partner, employee, or trust officer of such Member shall be eligible to serve as director unless otherwise specified by written notice to the Association signed by such Member; provided, no Member may have more than one such representative on the Board at a time, except in the case of directors appointed by the Class "B" Member.

#### 3.2 Number of Directors.

The Board shall consist of three to five directors, as provided in Sections 3.3 and 3.5 below. The initial Board shall consist of three directors as identified in the Articles of Incorporation.

### 3.3 Directors During Developer Control Period.

Subject to the provisions of Section 3.5, the Declarant, as the Class "B" Member, shall be entitled to appoint, remove, and replace the directors in its sole discretion during the Developer Control Period. Unless earlier terminated by the Declarant in its discretion, the Developer Control Period shall terminate upon the first to occur of the following:

(a) 60 days after the date as of which 75% of the Units proposed to be constructed on the property described on Exhibit "A" and "B" of the Declaration have (i) been conveyed by Declarant and (ii) have been improved with dwellings for which a certificate of occupancy has been issued; or

(b) December 31, 2014.

### 3.4 Nomination and Election Procedures.

(a) Nominations and Declarations of Candidacy. Prior to each election of directors, the Board shall announce the opening date and the closing date of a reasonable period in which any eligible person who has an interest in serving as a director may file as a candidate for any position for which he or she may be eligible. The Board shall also establish such other rules and regulations as it deems appropriate to conduct the nomination of directors in a fair, efficient, and cost-effective manner.

Except with respect to directors selected by the Class "B" Member, nominations for election to the Board may also be made by a Nominating Committee. The Board shall appoint the members of the Nominating Committee, if one is to be appointed, not less than 30 days prior to the election and such appointment shall be announced in the notice of each election.

Each candidate shall be given a reasonable, uniform opportunity to communicate his or her qualifications to the Members and to solicit votes.

(b) Election Procedures. Each Member may cast all votes assigned to its Unit for each position on the Board of Directors to be filled by such election. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

### 3.5 Election and Term of Office.

Not later than the first annual meeting after the termination of the Developer Control Period, the Board shall be increased to five directors and an election shall be held. Three directors shall be elected by the Class "A" Members, and the remaining two directors being elected for a term of one year. Thereafter, all directors shall be elected for

a two year term. Directors elected by the Class "A" Members shall hold office until their respective successors have been elected.

### 3.6 Removal of Directors and Vacancies.

Any director elected by the Class "A" Members may be removed, with or without cause, by a two-thirds vote of the Class "A" Members present and entitled to vote at any meeting at which a quorum is present. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director elected by the Class "A" Members who has three consecutive unexcused absences from Board meetings, or who is more than 30 days delinquent (or is the representative of a Member who is so delinquent) in the payment of any assessment or other charge due the Association, may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and the Board may appoint a successor to fill the vacancy for the remainder of the term.

In the event of the death, disability, or resignation of a director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members entitled to fill such directorship may elect a successor for the remainder of the term.

This Section shall not apply to directors appointed by the Class "B" Member or to any director serving as a representative of the Declarant. The Class "B" Member or the Declarant shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability, or resignation of a director appointed by or elected as a representative of the Class "B" Member or the Declarant.

## B. Meetings.

### 3.7 Organizational Meetings.

The first meeting of the Board following each annual meeting of the membership shall be held within 10 days thereafter at such time and place the Board shall fix.

### 3.8 Regular Meetings.

Regular meetings of the Board may be held at such time and place as a majority of the directors shall determine, but at least four such meetings shall be held during each fiscal year with at least one per quarter.

Notice of the time and place of a regular meeting shall be communicated to directors not less than four days prior to the meeting; provided, however, notice of a

meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

3.9 Special Meetings.

Special meetings of the Board shall be held when called by written notice signed by the President or by any two directors.

3.10 Notices; Waiver of Notice.

(a) Notices of meetings of the Board shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. The notice shall be given to each director by:

- (i) personal delivery
- (ii) first class mail, postage prepaid;
- (iii) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or
- (iv) facsimile, computer, fiber optics or other electronic communication device, with confirmation of transmission.

All such notices shall be given at the director's telephone number, fax number, electronic mail address, or sent to the director's address as shown on the records of the Association. Notices of special meetings of the Board shall also be posted in a prominent place within the Community. Notices sent by first class mail shall be deposited into a United States mailbox at least five business days before the time set for the meeting. Notices given by personal delivery, telephone, or other device shall be delivered or transmitted at least 72 hours before the time set for the meeting.

(b) The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

### 3.11 Telephonic Participation in Meetings.

Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

### 3.12 Quorum of Board of Directors.

At all Board meetings, the presence of a majority of the directors shall be necessary to establish a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these By-Laws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

### 3.13 Compensation.

Directors shall not receive any compensation from the Association for acting as such. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. The Association may compensate a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board of Directors, excluding the interested director.

### 3.14 Conduct of Meetings.

The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

### 3.15 Open Meetings.

Subject to the provisions of Section 3.16, all meetings of the Board shall be open to all Members, but attendees other than directors may not participate in any discussion or deliberation unless permission to speak is requested on their behalf by a director. In

such case, the President may limit the time any such individual may speak. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, and may exclude persons other than directors, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

### 3.16 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 a consent in writing, setting forth the action so taken, is signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

## C. Powers and Duties.

### 3.17 Powers.

The Board of Directors shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Governing Documents and as provided by law. The Board may do or cause to be done, without a vote of the membership, all acts and things except those as to which the Governing Documents or Georgia law require a vote of the membership.

### 3.18 Duties.

The duties of the Board shall include, without limitation:

- (a) preparing and adopting, in accordance with the Declaration, an annual budget establishing each Owner's share of the Common Expenses;
- (b) levying and collecting such assessments from the Owners;
- (c) providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility;
- (d) designating, hiring, and dismissing the personnel necessary to exercise the authority and carry out the responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) depositing all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association; provided, any reserve funds may be deposited, in the directors' best business judgment, in depositories other than banks;

- (f) making and amending Use Restrictions and Rules in accordance with the Declaration;
- (g) opening of bank accounts on behalf of the Association and designating the persons authorized to sign on such accounts;
- (h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the Declaration and these By-Laws;
- (i) enforcing by legal means the provisions of the Governing Documents;
- (j) bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association, subject to the provisions of Article XIII of the Declaration;
- (k) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;
- (l) paying the cost of all services rendered to the Association;
- (m) keeping books with detailed accounts of the receipts and expenditures of the Association;
- (n) making available to any prospective purchaser of a Unit, any Owner, and the holders, insurers, and guarantors of any Mortgage on any Unit, current copies of the Governing Documents and the books, records, and financial statements of the Association;
- (o) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Community;
- (p) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association to the extent such indemnity is required by Georgia law, the Articles of Incorporation, or the Declaration; and
- (q) assisting in the resolution of disputes between owners and others without litigation, as set forth in the Declaration.

3.19 Right of Declarant to Disapprove Actions.

So long as the Class "B" membership exists, the Class "B" Member shall have a right to disapprove any action, policy, or program of the Association, the Board, and any committee which, in the sole judgment of the Class "B" Member, would tend to impair rights of the Declarant or Builders under the Declaration or these By-Laws, or interfere



with development or construction of any portion of the Community, or diminish the level of services being provided by the Association.

(a) The Class "B" Member shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board, or any committee. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, which notice complies as to the Board meetings with Section 3.10 and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth with reasonable particularity the agenda to be followed at such meeting; and

(b) The Class "B" Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein.

No action, policy, or program subject to the right of disapproval set forth herein shall become effective or be implemented until and unless the requirements of subsections (a) and (b) above have been met.

The Class "B" Member, its representatives or agents shall make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee. The Class "B" Member, acting through any officer or director, agent or authorized representative, may exercise its right to disapprove at any time within 10 days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting at any time within 10 days following receipt of written notice of the proposed action. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction on behalf of any committee, or the Board or the Association. The Class "B" Member shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

### 3.20 Management.

The Board may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary for the manager to assist the Board in performing its duties, but shall not delegate policy-making authority. The Declarant or an affiliate of the Declarant may be employed as managing agent or manager.

The Board of Directors may delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board.

### 3.21 Accounts and Reports.

The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

- (a) cash or accrual accounting, as defined by generally accepted accounting principles, shall be employed;
- (b) accounting and controls should conform to generally accepted accounting principles;
- (c) cash accounts of the Association shall not be commingled with any other accounts;
- (d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;
- (e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;
- (f) an annual report consisting of at least the following shall be made available to all Members within 120 days after the close of the fiscal year; (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited, reviewed, or compiled basis, as the Board determines, by an independent public accountant; provided, upon written request of any holder, guarantor, or insurer of any first Mortgage on a Unit, the Association shall provide an audited financial statement.

### 3.22 Borrowing.

The Association shall have the power to borrow money for any legal purpose; provided, the Board shall obtain approval of Members entitled to cast at least a majority of the votes cast at a duly called and held meeting of the Members at which a quorum is represented, if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 25% of the budgeted gross expenses of the Association for that fiscal year. During the Developer Control Period, no Mortgage lien shall be placed on any portion of the Common Area without the affirmative vote or written consent, or any combination thereof, of Members representing at least 67% of the total Class "A" votes in the Association and the approval of the U.S. Department of Housing and Urban Development or the U.S. Department of Veterans Affairs, if either such agency is insuring or guaranteeing the mortgage on any Unit.

### 3.23 Right to Contract.

The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or other owners or residents associations, within and outside the Community; provided, any common management agreement shall require the consent of a majority of the total number of directors of the Association.

### 3.24 Board Standards.

While conducting the Association's business affairs, the Board shall be protected by the business judgment rule. The business judgment rule protects a director appointed by Declarant from personal liability so long as the director; (a) serves in a manner the director believes to be in the best interests of the Association and the Members; or (b) serves in good faith. The business judgment rule protects a director not appointed by Declarant from liability for actions taken or omissions made in the performance of such director's duties, except for liability for wanton and willful acts or omissions.

In fulfilling its governance responsibilities, the Board's actions shall be governed and tested by the rule of reasonableness. The Board shall exercise its power in a fair and nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents.

The burden of proof in any challenge to an action or inaction by a director shall be on the party asserting liability.

The operational standards of the Board and any committee the Board appoints shall be the requirements set forth in the Governing Documents or the minimum standards which Declarant, the Board, and the Architectural Review Committee may establish. Such standard shall, in all cases, meet or exceed the standards set by Declarant and the Board during the Declarant Control Period. Operational standards may evolve as the needs and demands of the Community change.

## Article IV **Officers**

### 4.1 Officers.

The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The President and Secretary shall be elected from among the members of the Board; other officers may, but need not be members of the Board. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary.

4.2 Election and Term of Office.

The Board shall elect the officers of the Association at the first meeting of the Board following each annual meeting of the Members, to serve until their successors are elected.

4.3 Removal and Vacancies.

The Board may remove any officer whenever in its judgment the best interests of the Association will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

4.4 Powers and Duties.

The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

4.5 Resignation.

Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. 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.

4.6 Agreements, Contracts, Deeds, Leases, Checks, Etc.

All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two officers or by such other person or persons as may be designated by Board resolution.

4.7 Compensation.

Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.13.

**Article V Committees**

The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such period as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

**Article VI    Miscellaneous**

6.1    Fiscal Year.

The fiscal year of the Association shall be the calendar year unless the Board establishes a different fiscal year by resolution.

6.2    Parliamentary Rules.

Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Georgia law, the Articles of Incorporation, the Declaration, or these By-Laws.

6.3    Conflicts.

If there are conflicts between the provisions of Georgia law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Georgia law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

6.4    Books and Records.

(a) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any Mortgagee, any Member, or the duly appointed representative of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Unit: the Governing Documents, the membership register, books of account, and the minutes of meetings of the Members, the Board, and committees. The Board shall provide for such inspection to take place at the office of the Association or at such other place within the Community as the Board shall designate.

Rules for Inspection. The Board shall establish 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
- (ii) payment of the cost of reproducing documents requested.

(b) 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 a copy of relevant documents at the expense of the Association.

## 6.5 Notices.

Except as otherwise provided in the Declaration or these By-Laws, all notices, demands, bills, statements, or other communications under the Declaration or these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member; or

(b) if to the Association, a committee, the Board, or the managing agent, at the principal office of the Association or the managing agent or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

## 6.6 Amendment.

(a) By Class "B" Member. Until conveyance of the first Unit to a Person other than a Builder, the Declarant may amend these By-Laws, subject to the approval requirements set forth in Article XV of the Declaration, if applicable. Thereafter, until the end of the Developer Control Period, Declarant, subject to the approval requirements described in Article XII of the Declaration, if applicable, may amend these By-Laws if such amendment is necessary to: bring any provision into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (ii) enable any reputable title insurance company to issue title insurance coverage on the Units; or (iii) enable any institutional or governmental entity to make, purchase, insure, or guarantee mortgage loans on the Units, or (iv) does not materially adversely affect the rights of any Member without that Member's consent.

(b) By Members Generally. Except as provided above, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of persons entitled to cast 51% of the total Class "A" votes in the Association, and the consent of the Class "B" Member, if such exists. In addition, the approval requirements set forth in Article XII of the Declaration shall be met, if applicable.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

No amendment may remove, revoke, or modify any right or privilege of the Declarant or the Class "B" Member without the written consent of the Declarant, the Class "B" Member, respectively (or the assignee of such right or privilege).

The U.S. Department of Veterans Affairs (if it is then guaranteeing Mortgages in the Community or has issued a project approval for the guaranteeing of such mortgages) and/or the U.S. Department of Housing and Urban Development (if it is then insuring any

Mortgage in the Community or has issued a project approval for the insuring of such mortgages) shall have the right to veto amendments to these By-Laws for as long as the Declarant has the right to appoint and remove the directors and officers of the Association.

(b) Validity and Effective Date of Amendments. Amendments to these By-Laws shall become effective upon recording in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within three months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

Deed Book 42904 Pg 220  
Juanita Hicks  
Clerk of Superior Court  
Fulton County, Georgia

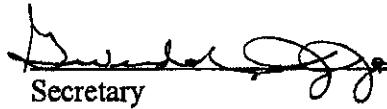
**CERTIFICATION**

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Parkview Estates Homeowners Association, Inc., a Georgia corporation;

That the foregoing By-Laws constitute the original By-Laws of such Association, as duly adopted at a meeting of the Board of Directors thereof held on the 27<sup>th</sup> day of JUNE 2006.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 27<sup>th</sup> day of JUNE, 2006.

 (SEAL)  
Secretary



Return to:  
Karen Nalewako  
Parkview Estates Development, LLC  
4994 Lower Roswell Road  
Marietta, GA 30068

References: Declaration Book 42904  
Page 149

**AMENDMENT TO THE DECLARATION COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
FOR PARKVIEW ESTATES**

THIS AMENDMENT is made as of the date set forth below by Parkview Estates Development, LLC, a Georgia limited liability company ("Declarant").

WHEREAS, on June 29, 2006, Declarant filed that certain Declaration of Covenants, Conditions, and Restrictions for Parkview Estates, recorded in Book 42904, Page 149, in the Office of the Clerk of the Superior Court of Fulton County, Georgia (the "Declaration"); and

WHEREAS, pursuant to the terms of Section 15.2 of the Declaration, as long as the Declarant owns any property that is subject to, or may become subject to, the Declaration, the Declarant may unilaterally amend the Declaration provided the amendment does not materially adversely affect the rights of any Owner under the Declaration without the consent of such Owner; and

WHEREAS, Declarant owns property that is subject to the Declaration and desires to amend the Declaration; and

WHEREAS, the proposed amendment does not materially adversely affect the rights of any Owner under the Declaration.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby amends the Declaration as provided herein. All property subject to the Declaration shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Amendment to the Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns.

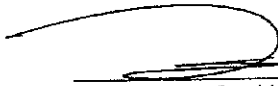
1. The second paragraph of Section 7.3 of the Declaration is hereby amended by striking the first sentence thereof and replacing it with the following provision:

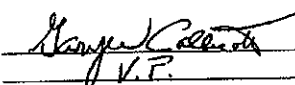
18

Upon acquisition of record title to a Unit by the first Owner thereof other than Declarant, a contribution shall be made by the purchaser to the working capital of the Association in the amount of \$650.00.

IN WITNESS WHEREOF, the Developer hereby executes this instrument under seal by and through the duly authorized officers, this 22 day of February, 2007.

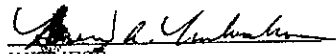
**DECLARANT:** Parkview Estates Development, L.L.C.,  
a Georgia limited liability company


By:   
Frank H. Betz, President

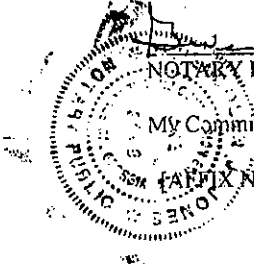
Attest:   
Its: V.P.

[AFFIX CORPORATE SEAL]

Signed, sealed, and delivered  
this 22 day of February,  
2007, in the presence of:

  
WITNESS

  
NOTARY PUBLIC  
My Commission Expires: 6-2-09  
AFFIX NOTARY SEAL



Deed Book 44541 Pg 197  
Cathelene Robinson  
Clerk of Superior Court  
Fulton County, Georgia



NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby submits the property described on Exhibit "A" hereto to the Declaration and to the jurisdiction of the Association. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns.

IN WITNESS WHEREOF, Declarant hereby executes this instrument under seal by and through its duly authorized officers, this 8<sup>th</sup> day of June, 2007.

DECLARANT: PARKVIEW ESTATES DEVELOPMENT, LLC, a Georgia limited liability company

By: [Signature]

Its: V.P.

Attest: [Signature]

Its: Secretary

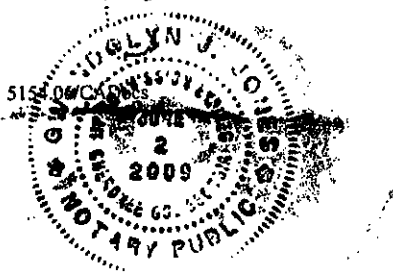
Signed, sealed, and delivered this 8<sup>th</sup> day of June, 2007, in the presence of:

[Signature]  
WITNESS

[Signature]  
NOTARY PUBLIC

My Commission Expires: 6-2-09

[NOTARY SEAL]



**EXHIBIT "A"**

**Legal Description**

ALL OF THOSE LOTS, TRACTS OR PARCELS OF LAND lying and being in Land Lots 174 of the 9F District of Fulton County, Georgia and shown and described on that certain Final Plat for Parkview Estates Subdivision, Phase 1, prepared by TerraMark, Inc., under the professional seal of Joseph D. Sowerby, R.L.S. No. 2998, dated July 20, 2006, and recorded March 8, 2007, in the office of the Clerk of Superior Court of Fulton County, Georgia, in Plat Book 317, Page 32 to 38, *et seq.*

Such Final Plat has the metes and bounds set forth therein.