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STATE OF GEORGIA

COUNTY OF CARROLL

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR LAKE TARA TOWNHOUSES III**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Lake Tara Townhouses III (hereinafter the "Declaration") is made on the date set below.

WITNESSETH:

WHEREAS, Fairfield Plantation, Inc., a Georgia corporation (hereafter referred to as "Declarant"), recorded that certain Declaration of Covenants and Restrictions for Lake Tara Townhouses III at Deed Book 428, Page 536, *et seq.*, of the Carroll County, Georgia land records on November 19, 1981 (hereafter referred to as the "Original Declaration");

WHEREAS, Lake Tara Townhouse Association III, Inc. (hereinafter the "Association"), is the homeowners association identified in the Original Declaration and operating at the Community;

WHEREAS, the By-Laws of Lake Tara Townhouse Association III, Inc., attached to the Original Declaration, are the bylaws of the Association (the "Original Bylaws");

WHEREAS, pursuant to Article XIII, Section 1 of the Original Declaration, the Original Declaration may be amended by the affirmative vote of voting members casting not less than 60% of the total vote of the members of the Association;

WHEREAS, pursuant to Article VIII, Section 1 of the Original Bylaws, the Original Bylaws may be amended at a regular or special meeting of the members, by a vote of a person or proxy;

WHEREAS, the Original Declaration provided for Interval Ownership of Units and as of the Effective Date of this Declaration, there are no Units Committed to Interval Ownership;

WHEREAS, in accordance with the terms of the Original Declaration, the Original Bylaws, and the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, *et seq.*, this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Lake Tara Townhouses III and Amended and Restated Bylaws for Lake Tara Townhouse Association III, Inc. were approved at a duly called meeting of the members of the Association by the affirmative vote of members holding at least two-thirds (2/3) of the total votes of the Association;

NOW, THEREFORE, the Original Declaration and Original Bylaws, and all amendments thereto, are stricken in their entirety and are hereby amended and restated as follows:

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR LAKE TARA TOWNHOUSES III**



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TABLE OF CONTENTS

ARTICLE I.	GEORGIA PROPERTY OWNERS’ ASSOCIATION ACT	5
ARTICLE II.	DEFINITIONS.....	5
2.1.	Act	5
2.2.	Association	5
2.3.	Common Property	5
2.4.	Board or Board of Directors.....	5
2.5.	Bylaws.....	5
2.6.	Community or Lake Tara Townhouses III.....	5
2.7.	Community-Wide Standard.....	5
2.8.	Declaration	5
2.9.	Effective Date of this Declaration	6
2.11.	Unit.....	6
2.12.	Master Association	6
2.13.	Master Declaration	6
2.14.	Mortgage	6
2.15.	Mortgagee or Mortgage Holder.....	6
2.16.	Occupant.....	6
2.17.	Original Declaration	6
2.18.	Owner	7
2.19.	Party Wall.....	7
2.20.	Person	7
2.21.	Plats	7
2.22.	Townhouse	7
2.23.	Unit.....	7
ARTICLE III.	PROPERTY SUBJECT TO DECLARATION	7
ARTICLE IV.	UNIT BOUNDARIES	7
ARTICLE V.	ASSOCIATION MEMBERSHIP AND VOTING RIGHTS	8
5.1.	Membership.....	8
5.2.	Voting.....	8
5.3.	Entity Members.....	8
ARTICLE VI.	ASSOCIATION RIGHTS AND RESTRICTIONS.....	9
6.1.	Association Rights and Restrictions.....	9
ARTICLE VII.	ASSESSMENTS.....	10
7.1.	Purpose of Assessment.....	10
7.2.	Creation of the Lien and Personal Obligation for Assessments.....	10
7.3.	Uniform Rate of Assessment and Specific Assessments	10

7.4.	Computation of Operating Budget and Assessment.....	11
7.5.	Reserve Budget and Reserve Account	12
7.6.	Special Assessments.....	12
7.7.	Capital Contribution Assessments (Initiation Fee)	12
7.8.	Delinquent Assessments.....	13
7.9.	Statement of Account	14
ARTICLE VIII.	ARCHITECTURAL CONTROLS	14
8.1.	Architectural Standards	14
8.2.	Architectural Control Committee.....	15
8.3.	Appeal	16
8.4.	Limitation of Liability	16
8.5.	No Waiver of Future Approvals.....	16
8.6.	Enforcement	16
8.7.	Commencement and Completion of Construction	17
8.8.	Condition of Approval.....	17
ARTICLE IX.	USE RESTRICTIONS.....	17
9.1.	Residential Use.....	18
9.2.	Number of Occupants.....	18
9.3.	Vehicles and Parking.....	19
9.4.	Pets	20
9.5.	Fences.....	21
9.6.	Window Treatments	21
9.7.	Antennas and Satellite Dishes	21
9.8.	Abandoned Personal Property	21
9.9.	Use of Common Property.....	21
9.10.	Prohibition of Nuisance and Noise.....	22
9.11.	Firearms and Fireworks.....	23
9.12.	Signs	23
9.13.	Grills.....	23
9.14.	Rubbish, Trash, Garbage and Dumping	24
9.15.	Trash Collection Services.....	24
9.16.	Unsightly or Unkempt Conditions	24
9.17.	Impairment of Townhouses and Easements.....	24
9.18.	Erosion Control	25
9.19.	Subdivision of Units.....	25
9.20.	Window Air Conditioners	25
9.21.	Clotheslines	25
ARTICLE X.	LEASING	25

ARTICLE XI.	MAINTENANCE RESPONSIBILITY	27
11.1.	Association’s Responsibility	27
11.2.	Owner’s Responsibility	30
11.3.	Failure to Maintain	30
11.4.	Measures Related to Insurance Coverage	31
11.5.	Maintenance Standards and Interpretation	31
ARTICLE XII.	PARTY WALLS.....	32
ARTICLE XIII.	EASEMENTS	32
13.1.	Easement for Entry.....	32
13.2.	Easement for Private Streets.....	32
13.3.	Easement for Utilities.....	33
13.4.	Easements for Use and Enjoyment.....	33
ARTICLE XIV.	SALE OF UNITS.....	34
14.1.	Grantor’s Obligation for Notice	34
14.2.	Grantee’s Obligation for Notice	35
ARTICLE XV.	INSURANCE.....	35
15.1.	Property Insurance.....	35
15.2.	Association Liability and Directors’ and Officers’ Liability Insurance..	35
15.3.	Premiums and Deductible on Association Policies.....	35
15.4.	Policy Terms.....	35
15.5.	Individual Unit Owner Insurance	36
ARTICLE XVI.	REPAIR AND RECONSTRUCTION.....	37
16.1.	Common Property	37
16.2.	Cost Estimates	37
16.3.	Source and Allocation of Proceeds	37
16.4.	Damage to or Destruction of Townhouses on Units	37
ARTICLE XVII.	MORTGAGEE’S RIGHTS	37
17.1.	Foreclosure	37
17.2.	Eligible Mortgage Holder.....	38
17.3.	Mortgagee Rights	38
17.4.	Financial Statement	39
17.5.	Non-Impairment	39
ARTICLE XVIII.	AMENDMENTS	39
ARTICLE XIX.	GENERAL PROVISIONS	39
19.1.	Enforcement	39

19.2.	Duration.....	41
19.3.	Master Declaration	41
19.4.	SECURITY	41
19.5.	Dispute Resolution	42
19.6.	No Discrimination	42
19.7.	Indemnification	42
19.8.	Eminent Domain.....	43
19.9.	Implied Rights	43
19.10.	Severability.....	43
19.11.	Conflicts	43
19.12.	Preparer	43

LIST OF EXHIBITS

- EXHIBIT “A” - DESCRIPTION OF SUBMITTED PROPERTY
- EXHIBIT “B” - AMENDED AND RESTATED BYLAWS

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR LAKE TARA TOWNHOUSES III**

ARTICLE I. GEORGIA PROPERTY OWNERS' ASSOCIATION ACT

The Lake Tara Townhouses III townhome community is a residential property owners' development which is submitted to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, *et seq.*, as may be amended or supplemented.

ARTICLE II. DEFINITIONS

2.1. Act means the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, *et seq.*, as may be amended or supplemented.

2.2. Association means Lake Tara Townhouse Association III, Inc., a Georgia nonprofit corporation, its successors or assigns.

2.3. Common Property means any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners. Common Property shall additionally mean any entrance monument and sign for the Community, as well as any associated improvements and landscaping. Common Property shall further mean all that property shown on the Plats for the Community other than the Units shown thereon.

2.4. Board or Board of Directors means the elected body responsible for the management and operation of the Association.

2.5. Bylaws mean the Amended and Restated Bylaws of Lake Tara Townhouse Association III, Inc., attached to this Declaration as Exhibit "B" and incorporated herein by this reference.

2.6. Community or Lake Tara Townhouses III means all property subjected and annexed to this Declaration and the Original Declaration.

2.7. Community-Wide Standard means the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board.

2.8. Declaration means this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Lake Tara Townhouses III.

2.9. Effective Date of this Declaration means the date that this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Lake Tara Townhouses III is recorded in the Carroll County, Georgia land records.

2.10. Limited Common Property means any portion of the Common Property allocated for the exclusive use of one or more, but fewer than all, of the Units. Additionally, any chute, flue, duct, wire, water line, sewer line, conduit, bearing wall, bearing column, fence, driveway, walkway, steps, stoop, front walk, balcony, deck, patio, courtyard, air conditioning unit, doorstep, mailbox, and utility box or other fixture or improvement located on the Common Property which serves only one Unit, shall be Limited Common Property allocated solely to that Unit, and any portions thereof which serve more than one Unit or any portion of the Common Property shall be deemed to be a part of the Common Property. The Board from time to time by resolution may designate other fixtures and improvements as Limited Common Property.

2.11. Unit means a portion of the Community intended for ownership and use as a single-family dwelling site and as shown on the plats for the Community recorded in the Carroll County, Georgia land records.

2.12. Master Association means Fairfield Plantation Property Owners Association, Inc., a Georgia nonprofit corporation established pursuant to the Master Declaration, to be the entity named as having the power and authority set forth therein.

2.13. Master Declaration means that certain Consolidated and Amended/Restated Declaration of Restrictions for Fairfield Plantation, recorded on May 24, 2022, in Deed Book 6074, Pages 131-150, of the Carrol County, Georgia land records, as may be supplemented and/or amended from time to time. All property subjected to this Declaration is also subjected to the Master Declaration.

2.14. Mortgage means any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation against a Unit.

2.15. Mortgagee or Mortgage Holder means the holder of any Mortgage.

2.16. Occupant means any Person occupying a Unit for any period of time, regardless of whether such Person is a tenant or the Owner of such property.

2.17. Original Declaration means the original Declaration of Covenants, Conditions, and Restrictions for Lake Tara Townhouses III, recorded at Deed Book 428, Page 536, *et seq.*, of the Carroll County, Georgia land records on November 19, 1981.

2.18. Owner means the record title holder of a Unit, whether one or more Persons, but shall not include a Mortgage Holder.

2.19. Party Wall means any wall built as part of the original construction of two or more Townhouses that is placed on the dividing line or platted lot line between such Units of such Townhouses.

2.20. Person means any individual, corporation, firm, association, partnership, trust, or other legal entity.

2.21. Plats means that plats for the Community recorded in the Carroll County real property records.

2.22. Townhouse means the one single-family dwelling constructed on a Unit.

2.23. Unit means a portion of the Community intended for ownership and use as a single-family dwelling site and as shown on the plats for the Community recorded in the Carroll County, Georgia land records.

ARTICLE III. PROPERTY SUBJECT TO DECLARATION

The property subject to this Declaration is as follows: (1) all that property described in Exhibit "A" attached hereto and incorporated herein by this reference; (2) all that property subjected to the Original Declaration, including all prior amendments and supplements thereto; and (3) all that property, including the Townhomes and Common Property, shown on the Plats.

ARTICLE IV. UNIT BOUNDARIES

Each Unit shall for all purposes constitute real property which shall be owned in fee simple and which, subject to the provisions of this Declaration, may be conveyed, transferred, and encumbered the same as any other real property. Each owner shall be entitled to the exclusive ownership and possession of his or her Unit, subject to the provisions of this Declaration.

Owners of Units separated by a Party Wall shall own that half of the Party Wall which rest inside each of such Owner's boundary line. Each such Owner shall also have a support easement over the entire Party Wall. A line running longitudinally down the center line of a Party Wall shall form the boundary line for the adjoining Units lying on either side of such Party Wall, notwithstanding the fact that the Plats might show such boundary lines being elsewhere.

Unless otherwise provided herein below, each Unit shall include the Townhouse and all other improvements and fixtures constructed on or attached to such Unit. All fixtures, equipment,

and appliances located in or attached to each Unit and the improvements located thereon, are deemed to be a part of such Unit, even though such improvements protrude beyond the boundaries of the Unit.

If any chutes, flues, ducts, conduits, wires, pipes, plumbing, or any other apparatus or facilities for the furnishing of utilities or other services to a Unit lie partially within and partially outside of the designated boundaries of the Unit, any portions thereof which serve only that Unit and are located on Common Property shall be deemed to be Limited Common Property, and any portions thereof which serve more than one Unit or any portion of the Common Property shall be deemed to be a part of the Common Property.

The ownership of each Unit shall include, and there shall pass with each Unit as an appurtenance thereto, whether or not separately described, all of the right, title, and interest of an Owner in the Common Property and established hereunder, which shall include, but not be limited to, membership in the Association. Each Owner shall automatically become a member of the Association and shall remain a member thereof until such time as his or her ownership ceases for any reason, at which time his or her membership in the Association shall automatically pass to his or her successor-in-title to the Unit.

ARTICLE V. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

5.1. Membership. Each Owner of any Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be a member of the Association. This is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Unit owned. In the event of multiple Owners of a Unit, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

5.2. Voting. Members shall be entitled to one (1) equal vote for each Unit owned. When more than one (1) Person holds an ownership interest in any Unit, the vote for such Unit shall be exercised as those Owners determine among themselves. In the absence of such advice, the Unit's vote shall be suspended if more than one (1) Person seeks to exercise it. A member's right to vote shall automatically be suspended during any period in which a member is more than thirty (30) days delinquent on any assessment or charge, and the member shall be ineligible to vote on any matter until the member's account balance has been paid in full and such member's vote shall not be counted for any purpose.

5.3. Entity Members. In the event an Owner is a corporation, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary, or

other designated agent of such trust, or manager of such other legal entity shall be eligible to represent such entity in the affairs of the Association. Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity which is the Owner of the Unit. The membership rights of an Owner which is a corporation, partnership, or other legal entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

ARTICLE VI. ASSOCIATION RIGHTS AND RESTRICTIONS.

6.1. Association Rights and Restrictions. The Association, acting through its Board of Directors, shall have the right and authority, in addition to and not in limitation of any other right it may have, to:

(a) make and to enforce reasonable rules and regulations governing the use of the Units and of the Common Property and Limited Common Property;

(b) enforce the Declaration, Bylaws, and rules and regulations of the Association by imposing reasonable monetary fines and suspending use and voting privileges. These powers, however, shall not limit any other legal means of enforcing such documents or provisions by either the Association or, in an appropriate case, by an aggrieved Owner;

(c) grant permits, licenses, utility easements, and other easements, permits or licenses under, through or over the Common Property and Limited Common Property;

(d) entered into easement and cost-sharing agreement with other Persons that benefit and/or burden the Community pursuant to such terms as the Board deems reasonable;

(e) designate certain portions of the Common Property or other fixtures and improvements as Limited Common Property;

(f) convey all or a portion of the Common Property to any Person upon the written approval of at least two-thirds (2/3) of the total vote of the Association membership; provided, however, in the event such Common Property includes any portion of Limited Common Property, such written approval must be that of at least two-thirds (2/3) of the total vote of the Association membership and the Owner(s) of the Unit(s) that such Limited Common Property has been assigned;

(g) control, manage, operate, maintain, replace and, in the Board's discretion, alter or improve all portions of the Community for which the Association is assigned maintenance responsibility under this Declaration;

(h) deal with the Common Property in the event of damage or destruction as a result of casualty loss, condemnation, or eminent domain, in accordance with the provisions of this Declaration; and

(i) represent the Owners in dealing with governmental entities on matters related to the Common Property or Limited Common Property.

ARTICLE VII. ASSESSMENTS

7.1. Purpose of Assessment. The Association shall have the power to levy assessments as provided herein. Assessments shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Association and the membership, and for expenses of the Association as provided within the Declaration, and as otherwise authorized by the Board.

7.2. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments and charges; (ii) special assessments pursuant to Section 7.6 of this Article; and (iii) specific assessments pursuant to Section 7.3 of this Article.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred (including post-judgment attorney fees from any prior judgment, if any), shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Unit at the time when the assessment fell due. Each Owner and the Owner's grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board. The Board of Directors may, but is not obligated to, permit assessments to be paid in monthly, quarterly, or semi-annual installments. No Owner may be exempted from liability, or otherwise withhold payment of assessments, for any reason whatsoever.

The lien provided for herein shall have priority as provided in the Act. The Association, in the Board's discretion, may, but shall not be obligated to, record a notice of such lien in the Carroll County, Georgia land records evidencing the lien created under the Act and this Declaration.

7.3. Uniform Rate of Assessment and Specific Assessments. Annual assessments and special assessments shall be fixed at a uniform rate for all Units. Notwithstanding the above, the Board of Directors shall have the power to levy specific assessments against Units pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board of Directors to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to

exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. The Board of Directors shall have the power to levy specific special assessments as follows:

(a) Any common expenses benefiting less than all of the Units or significantly disproportionately benefiting all Units may be specifically assessed equitably among all of the Units which are benefited according to the benefit received; provided, however, except for expenses incurred in maintaining the Limited Common Property, which may be specifically assessed to the Owner or Owners to which the Limited Common Property has been assigned, nothing contained in this subsection (a) shall permit the Board to specifically assess an Owner for expenses incurred for maintenance and repair of items which are the Association's maintenance responsibility hereunder.

(b) Any common expenses occasioned by the conduct of less than all of those entitled to occupy all of the Units or by the licensees or invitees of any Unit may be specifically assessed against such Unit, including attorney's fees actually incurred by the Association in enforcing the Declaration, Bylaws or Association rules and regulations, regardless of whether or not an enforcement lawsuit has been filed.

(c) The Association shall have the right to install separate water submeters for each Unit, and any expense incurred by the Association for provision of water may be specifically assessed against the Unit and its Owner as a Specific Assessment in proportion to the actual usage of the utility provided to such Unit.

7.4. Computation of Operating Budget and Assessment. Prior to the beginning of each new fiscal year, the Board of Directors shall (1) prepare a budget covering the estimated expenses of the Association for the upcoming new fiscal year and shall fix in the budget the amount of the annual assessment for the upcoming new fiscal year, and (2) deliver a copy of the budget to each Owner at least thirty (30) days prior to the beginning of the new fiscal year. The budget shall not operate as a limitation on expenditures by the Board, but, rather, the budget is merely an estimate of expenses on which the Board may base the annual assessment. The annual assessment shall be paid in equal monthly installments. The budget and the assessment shall become effective unless disapproved by the majority of the total vote of the Association membership at a meeting of the membership prior to the beginning of the new fiscal year. Said meeting may be the annual meeting of the members if the annual meeting is held prior to the beginning of the new fiscal year, or may be at a special meeting requested in accordance with the Bylaws.

If either (1) the membership disapproves the budget prior to the beginning of the new fiscal year as provided herein, or (2) the Board fails for any reason to either (a) prepare a budget and fix the amount of the annual assessment for the new fiscal year or (b) deliver the budget to the members, as provided herein, then the budget and annual assessment in effect for the current

fiscal year shall continue for the upcoming new fiscal year. In such event, or in the event the annual assessment is insufficient to cover the actual common expenses of the Association during any fiscal year, the Board of Directors may propose a new budget at any time during the year at a duly called special meeting of the Association. The proposed budget and assessment shall be delivered to the members at least twenty-one (21) days prior to the proposed effective date thereof and at least fifteen (15) days prior to the special meeting. The proposed budget and assessment shall become effective unless disapproved by the majority of the total vote of the Association at such special meeting.

The fiscal year of the Association may be set by Board resolution or, in the absence thereof, shall be the calendar year.

7.5. Reserve Budget and Reserve Account. The Board may prepare an annual or multi-year reserve budget which shall take into account the number and nature of replaceable assets, the expected life of such assets, and the expected repair or replacement costs of the assets. The Board may establish a reserve account for such expected repair or replacement costs, and shall fund the reserve account from collected assessments. The reserve budget shall not operate as a limitation on the expenditures of funds in the reserve account, but, rather, the Board may spend funds in the reserve account as deemed reasonable by the Board.

7.6. Special Assessments. The Board may levy a special assessment against all Units to pay the costs of any improvement or repair on the Common Property, or for any other purpose as determined by the Board; provided, however, prior to becoming effective, any special assessment in excess of one-sixth ($1/6$) of the annual assessment for each Unit per fiscal year must be approved by the affirmative vote, written consent, or any combination of affirmative vote and written consent, of the Association members holding at least a majority of the total votes of the Association. An approved special assessment may be required to be paid during the fiscal year, or alternatively, upon the approval of the Board, may be paid over a set number of years.

7.7. Capital Contribution Assessments (Initiation Fee). Upon the conveyance of ownership of a Unit, including all resales, a capital contribution assessment (an initiation fee) shall become due and payable to the Association by each new Owner. The amount of the capital contribution assessment shall be equal to one-half ($1/2$) of the annual assessment in effect for the fiscal year in which the conveyance of ownership occurs. The capital contribution assessment shall not be deemed to be an advance payment of any assessment and may not be paid in lieu of any assessment. The capital contribution assessment shall be the personal obligation of the new Owner and shall constitute a lien against the Unit. Notwithstanding anything to the contrary herein, no capital contribution assessment shall be due as a result of a conveyance of a Unit to an Owner's spouse, the heir of a deceased Owner, or a corporation, partnership, company, or legal entity in which the Owner is a principal.

7.8. Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

(a) If any assessment, fine, or charge is not paid in full within ten (10) days of the due date, a late charge equal to the greater of ten dollars (\$10.00) or ten percent (10%) of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner, and interest at the rate of ten percent (10%) per annum, or such higher rate as permitted by the Act, shall accrue from the due date.

(b) If partial payment of an assessment, fine, or charge is made, the amount received may be applied by the Board, in respective order, to post-judgment attorney's fee from any prior judgment, if any, then to costs and attorney's fees not reduced to a judgment, then to interest, then to late charges, then to delinquent assessments and then to current assessments.

(c) If an assessment, fine, or charge due from an Owner remains delinquent and unpaid for more than thirty (30) days from the date due, then a notice of delinquency may be given to that Owner stating that if the unpaid assessment or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board may accelerate and declare immediately due all of that owner's unpaid installments of the assessment. If the Owner fails to pay all amounts currently due within ten (10) days of the date of the notice of delinquency, the Board may then accelerate and declare immediately due all installments of the assessment without any further notice being given to the delinquent Owner. Upon acceleration, that Owner shall thereby lose the privilege of paying the assessment in installments, unless reinstated in the Board's discretion. The notice of acceleration provided herein may be included in a collection litigation complaint filed against an owner for unpaid assessments and charges.

(d) If an assessment, fine, or charge remains unpaid more than sixty (60) days after the due date, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Act, the Declaration, the Bylaws, and Georgia law, including reasonable attorney's fees actually incurred (and including post-judgment attorney's fees from any prior judgment, if any).

(e) A member's right to vote shall automatically be suspended during any period in which a member is more than thirty (30) days delinquent on any assessment or charge, and the member shall be ineligible to vote on any matter until the member's account balance has been paid in full.

(f) If an assessment, fine, or charge remains unpaid more than thirty (30) days after the due date, the Association, acting through the Board, shall have the right to suspend water or other utility services to the Unit paid for as a common expense by the Association. Any costs incurred by the Association in discontinuing and/or reconnecting any utility service, including reasonable attorney's fees, shall be an assessment against the Unit. The water or other utility services shall not be required to be restored until all amounts owed by the Owner have paid in full.

and the expenses to disconnect and/or reconnect the water or utility service have been paid in full. An Owner whose utility or service has been suspended hereunder shall not be entitled to use any such utility or service from any source, and any such unauthorized use shall be considered a theft of services.

(g) If an assessment, fine, or charge remains unpaid more than thirty (30) days after the due date, the Association, acting through the Board, may suspend the right of the Owner, including any Occupant of the Owner's Unit and all guests of the Owner or Occupant, to bring or park vehicles on the Common Property, including the streets, parking lots, and any other parking area. Provided, however, the Board may not limit pedestrian, medical, fire, police or other health, safety, service or emergency vehicle ingress or egress to or from the Unit or deny necessary parking of clearly and properly identified handicapped vehicles used by handicapped Owners, Occupants or guests protected by the Fair Housing Act of 1988. Prior to suspending parking privileges, the Association shall provide the delinquent Owner written notice via United States First Class Mail or certified mail of its intention to do so not less than ten (10) days prior to the date of such suspension. Following the tenth (10th) day from the date of the mailing of the notice, the right of the Owner, including any Occupant of the Owner's Unit and all guests of the Owner or Occupant, to bring or park vehicles on the Common Property shall be automatically suspended until all amounts owed through the date of the notice are paid in full or unless otherwise agreed by the Board. Any vehicle of an Owner, including any Occupant of the Owner's Unit and all guests of the Owner or Occupants, brought or parked on the Common Property in violation of the suspension may be immediately towed, at the Owner's expense, without further notice to such Owner or notice to such Occupant, guest, or the owner of the vehicle.

7.9. Statement of Account. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Unit, or a lender considering a loan to be secured by a Unit, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against such Unit. The Association shall respond in writing within five (5) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten dollars (\$10.00) or such higher amount as may be authorized under the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Unit as of the date specified therein.

ARTICLE VIII. ARCHITECTURAL CONTROLS

8.1. Architectural Standards. No Owner, Occupant, or any other Person may: (1) make any exterior change, alteration, or modification to a Unit, Townhouse, structure on a Unit, or the Common Property, including the Limited Common Property; (2) place any object in any window which is visible from the exterior of the Townhouse; (3) erect, place or post any thing or object on the Common Property or Limited Common Property, or make any encroachment onto the Common Property or Limited Common Property; or (4) plant or remove any shrubbery, tree,

bush, or other foliage in the Community, without first obtaining the written approval of the Association's Architectural Control Committee ("ACC").

The standard for approval of all improvements hereunder shall include, but not be limited to: (1) aesthetic consideration; (2) materials to be used; (3) compliance with the Community-Wide Standard, this Declaration, or design standards which may be adopted by the ACC; (4) harmony with the external design of the existing Units, and the location in relation to surrounding Units and topography; and (5) any other matter deemed to be relevant or appropriate by the ACC.

Applications for approval of any such architectural modification shall be in writing and shall provide such information as the ACC may reasonably require. If the ACC fails to approve or to disapprove within forty-five (45) days after the application, and all information as the ACC may reasonably require have been submitted, then if the Owner desires to proceed, the Owner shall issue written notice by certified mail to the Association president and property manager informing each of them of the Owner's intent to proceed with the modification as identified in the application, unless the Association issues a written disapproval of the application within ten (10) days of receipt of the Owner's notice. If the Board fails to issue such written disapproval within that ten (10) day period, then its approval will not be required and this subparagraph will be deemed complied with as to the items specifically identified in the application, unless such construction, modification or improvement otherwise is in violation of the Declaration, the Bylaws, the design standards, the Association's rules and regulations, or applicable zoning ordinances.

The ACC shall be the sole arbiter of the application and may withhold approval for any reason whatsoever, including purely aesthetic considerations. The Association, acting through the Board, shall be entitled to stop any construction or modification which is not in conformance with approved plans. The ACC may publish design standards for exterior alterations or additions, and any request in compliance therewith shall be approved.

8.2. Architectural Control Committee. The Board of Directors shall appoint the members of the ACC. The ACC shall constitute a standing committee of the Association, and the ACC shall consist of the Board unless the Board delegates to other Persons the authority to serve on the ACC. The ACC shall have the authority to select and employ professional consultants to assist it in discharging its duties, the cost of such consultants to be paid by the Owner of any Unit for which an application has been submitted for approval. The Owner of any such Unit shall be responsible for paying the full costs of each review, whether or not the submitted application is approved by the ACC, and the ACC may require payment of all such costs prior to approval of the application. The ACC also may charge reasonable fees to cover the cost of review or inspections performed hereunder.

8.3. Appeal. In the event the ACC disapproves any application or part thereof, an Owner shall have the right to appeal the ACC's decision to the Board of Directors. The Board shall rule on the appeal within thirty (30) days of receiving written notice requesting an appeal from the Owner. If the Board fails to render a decision on such appeal within thirty (30) days after the appeal and such information as the Board may reasonably require shall have been submitted, the ACC decision shall be deemed overturned and this Article shall be deemed complied with, unless such construction, modification or improvement otherwise is in violation of the Declaration, the Bylaws, the design standards, the Association's rules and regulations, or applicable zoning ordinances. In ruling on the appeal, the Board shall consider all relevant materials presented to it by either the Owner or the ACC, the decision of the ACC, and the application of the Owner to the ACC. The Board of Directors shall have the final authority to approve, disapprove, or conditionally approve or disapprove the application of the Owner. If the Board does not receive written notice from the Owner by certified mail requesting an appeal within fourteen (14) days from the date of the ACC's notice to the Owner of its decision, the decision of the ACC shall become final and all rights of appeal shall terminate and thereafter be void.

8.4. Limitation of Liability. Review and approval of any application pursuant to this Article may be made on any basis, including solely the basis of aesthetic considerations, and neither the Board nor the ACC shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. Neither the Association, the Board, the ACC, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner, design, or quality of approved construction on or modifications to any Unit, nor may any action be brought against the Association, the Board, the ACC, or any member thereof, for any such injury, damage, or loss.

8.5. No Waiver of Future Approvals. Each Owner acknowledges that the members of the Board and the ACC will change from time to time and that interpretation, application, and enforcement of the architectural standards may vary accordingly. The approval of either the Board or the ACC of any proposals, plans, and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval of the Board or the ACC, shall not constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

8.6. Enforcement. Any construction, alteration, or other work done in violation of this Article, the Declaration, the Bylaws, the design standards or any applicable zoning regulations shall be deemed to be nonconforming. Upon written request from the Board, a violating Owner shall, at the Owner's sole cost and expense, remove such nonconforming construction, alteration, or other work and restore the property to substantially the same condition as existed prior to such construction, alteration or work. Should the Owner fail to do so, the Board or its designees shall have the right, in addition to all other available remedies to remove the violation and restore the

property, or obtain a court order compelling the violating Owner to do so. All costs thereof, including reasonable attorney's fees, may be assessed against such Unit, regardless of whether or not litigation is filed.

In addition to the above, the Board shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Article and its decisions or those of the ACC. All costs of any such action, including reasonable attorney's fees, may be assessed against such Unit. Furthermore, the Board shall have the authority to record in the Carroll County, Georgia land records notices of violation of the provisions of this Article. The Board may also pursue any other enforcement option set forth in this Declaration.

8.7. Commencement and Completion of Construction. All improvements approved by the ACC hereunder must be commenced within ninety (90) days from the date of approval. If not commenced within such time, then such approval shall be deemed revoked by the ACC, unless the ACC gives a written extension for commencing the work. Additionally, except with written ACC approval otherwise, and except for delays caused by strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the control of the Owner, all work approved by the ACC hereunder shall be completed within ninety (90) days of commencement. If the work is not completed within such time, then such approval shall be deemed revoked by the ACC, unless the ACC gives a written extension for completing the work.

8.8. Condition of Approval. As a condition of approval for a requested architectural change, modification, addition, or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance of such change, modification, addition, or alteration, unless otherwise agreed to in writing by the Board. It is the responsibility of every Owner of a Unit to determine for himself or herself what architectural modifications have been made to his or her Unit by any predecessor-in-interest. In the discretion of the Board, an Owner may be made to verify such condition of approval by written instrument in recordable form acknowledged by such Owner on behalf of himself or herself and all successors-in-interest.

ARTICLE IX. USE RESTRICTIONS

Each Owner of a Unit shall be responsible for ensuring that the Owner's family, guests, tenants, and Occupants comply with all provisions of this Declaration, the Bylaws, and the rules and regulations of the Association. Furthermore, each Owner and Occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Owner's family, guests, tenants, or Occupants, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants, or Occupants.

9.1. Residential Use. Each Unit shall be used for single-family residential purposes only, and no trade or business of any kind may be conducted in or from a Unit or any part of the Community, including business uses ancillary to a primary residential use, except that the Owner or Occupant residing in a Townhouse on a Unit may conduct such ancillary business activities within that Townhouse so long as (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the Townhouse; (2) the business activity does not involve visitation of the Unit by employees, clients, customers, suppliers, or other business invitees; provided, however, this provision shall not preclude delivery of materials or items by United States Postal delivery or by other customary parcel delivery services (U.P.S., Federal Express, etc.); (3) the business activity conforms to all zoning requirements for the Community; (4) the business activity does not increase traffic in the Community; (5) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; and (6) 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 Board's sole discretion.

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 therefor. Notwithstanding the above, the use of a Unit by an on-site management company operating on behalf of the Association shall not be considered a trade or business within the meaning of this Article.

9.2. Number of Occupants.

(a) The maximum number of occupants in a Townhouse on a Unit shall be limited to two (2) people per bedroom in the Townhouse as originally constructed. "Occupancy," for purposes hereof, shall be defined as staying overnight in a Townhouse for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year. Upon written application, the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Act of 1988 or any amendments thereto.

(b) If an Owner of a Unit is a corporation, partnership, trust or other legal entity not being a natural person, the entity shall designate in writing to the Board the name(s) of the natural person(s) who will occupy the Townhouse on the Unit; provided, however, in the event the corporation, partnership, trust or other legal entity not being a natural person, or any officer, director, member, employee, trustee, partner or agent of such legal entity, receives any

consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument from or on behalf of the designated person(s), then such arrangement shall be considered leasing for purposes of this Declaration and the Owner shall be required to comply with Article X of this Declaration. The designated person(s) to occupy the dwelling may not be changed more frequently than once every twelve (12) months.

9.3. Vehicles and Parking. No Owner or Occupant may keep more than a reasonable number of vehicles per Unit at any time. The Board may adopt reasonable rules limiting the number of vehicles which may be parked in the Community and such other reasonable rules governing the parking of vehicles within the Community, including guest parking. Each Unit is assigned one (1) parking space for the exclusive use of the Owner or Occupant of such Unit. No Owner or Occupant, or guest, invitee, or licensee of an Owner or Occupant, shall park a vehicle in a parking space assigned to another Unit. Vehicles shall not be parked on any lawn, yard, or street; provided, however, the Board shall be authorized, but not required, to adopt rules and regulations permitting temporary parking of vehicles on the street.

Disabled and stored vehicles are prohibited from being parked within the Community. For purposes of this Section, a vehicle shall be considered "disabled" if it does not have a current license tag or is inoperable. A vehicle shall be considered "stored" if it remains in a location, without prior written Board permission, for fourteen (14) consecutive days or longer, or if it is covered for more than two (2) consecutive days with a car cover or tarp. Repair of vehicles within the Community, other than within garages, is prohibited.

Boats, trailers, go-carts, ATVs, trucks with a load capacity of one (1) ton or more, full size vans (excluding mini vans or utility vehicles used as passenger vehicles), recreational vehicles (RV's and motor homes), vehicles used primarily for commercial purposes and containing visible evidence of commercial use (such as tool boxes or tool racks), and vehicles with commercial writings on their exteriors are prohibited from being parked in the Community, except in areas designated by the Board as parking areas for particular types of vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on a Unit or the Common Property during normal business hours for the purpose of serving the Unit or the Common Property; provided, that, without the written consent of the Board, no such vehicle shall be authorized to remain within the Common Property overnight or for any purpose except serving a Unit or the Common Property.

If any vehicle is parked on any portion of the Common Property in violation of this Section or in violation of the Association's rules and regulations, the Board may send a notice to the vehicle owner or user, or place a notice on the vehicle, specifying the nature of the violation and stating that after twenty four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of a person to contact regarding the alleged violation and shall include the name and telephone number of the person or entity which will do the towing. In addition, the notice shall include the cost of recovery and information as to the form of payment. If twenty

four (24) hours after such notice is placed on the vehicle, or three (3) days after the notice has been sent to the owner, the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed in accordance with the notice, without further notice to the vehicle owner or user.

If a vehicle is parked in a parking space designated for use by the Owner or Occupant of another Unit, is parked in a fire lane, is blocking another vehicle or access to another Owner's or Occupant's Unit or residence, is obstructing the flow of traffic, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately.

If a vehicle is towed in accordance with this Section, neither the Association nor any director, officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. The Association's right to tow is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

9.4. Pets. No Owner or Occupant may keep more than a reasonable number of generally recognized household pets on any portion of the Community. No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose.

Pets must be kept on a leash and be under the physical control of a responsible person at all times while outdoors in unfenced areas. Pets may not be left unattended while leashed or tethered to any post, tree, or object, or left unattended on a patio. No structure for the care, housing, or confinement of any pet shall be constructed or maintained within the Community.

Feces left by any pet on the Common Property, on any Unit, or in any Townhouse, including the pet owner's Unit or Townhouse, or anywhere in the Community must be removed promptly by the owner of the pet or the person responsible for the pet. Fines may be imposed to enforce this provision. The Board of Directors shall be authorized to require all pets to be registered with the Association.

No dog determined in the sole discretion of the Board to be a dangerous dog may be brought into or kept in the Community at any time by any Unit Owner, Occupant, or guest of an Owner or Occupant. Any pet which endangers the health of any Owner or Occupant of any Unit or any other pet or which creates a nuisance or unreasonable disturbance, as may be determined in the Board's sole discretion, must be permanently removed from the Community upon seven (7) days written notice by the Board. If the Owner or Occupant fails to comply with such notice, the Board may have the pet removed and/or obtain a court order requiring the Owner or Occupant to do so. Any pet which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any member of the Community may be removed by the Board without prior notice to the pet's owner.

Any Owner or Occupant who keeps or maintains any pet on any portion of the Community shall be deemed to have indemnified and agreed to hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Community.

9.5. Fences. No fence of any kind, including, but not limited to, functional or decorative fences, may be placed in the Community except as installed by or on behalf of the Association. “Invisible fences” for the confinement of pets are also prohibited.

9.6. Window Treatments. Unless otherwise approved in writing by the Board, all windows in a Townhouse that face toward the street shall have window treatments, and any portion of any window treatment in a Townhouse that is visible from outside of the Townhouse shall be white or off-white in color. Sheets, blankets, towels, flags, and other such items shall not be placed in any window or in way used as window treatments.

9.7. Antennas and Satellite Dishes. No transmission antenna of any kind may be erected anywhere in the Community without written approval of the ACC. No satellite dish, direct broadcast satellite (DBS) antenna, or multi-channel multi-point distribution service (MMDS) larger than one meter in diameter shall be placed, allowed, or maintained upon any portion of the Community, including a Unit. Satellite dishes and DBS and MMDS antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association authorized by the FCC, both as may be amended from time to time. Such items shall be installed in the least conspicuous location available on the Unit which permits reception of an acceptable signal. Except as provided by this Section, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors on any portion of the Community, whether attached to a home or structure or otherwise.

9.8. Abandoned Personal Property. Personal property is prohibited from being stored, kept, or allowed to remain for a period of more than twenty-four (24) hours upon any portion of the Common Property without prior written Board permission. Neither the Association nor any director, officer or agent thereof shall be liable to any Person for any claim of damage resulting from the removal and/or discard of the personal property after such twenty-four (24) hour period.

9.9. Use of Common Property. There shall be no obstruction of the Common Property, nor shall any vehicle or anything else be kept, parked or stored on the private streets and drives within the Community without prior approval of the Board. No Owner or other Person shall make any modification to or alteration of the Common Property without the prior written approval of the Board.

With prior written Board approval, and subject to any restrictions imposed by the Board, an Owner or Owners may reserve portions of the Common Property for use for a period of time as set by the Board. The Board is authorized to charge a fee in an amount to be determined by the Board to the Owner for such reservation. Any such Owner or Owners who reserve a portion of the Common Property hereunder shall assume, on behalf of himself/herself/themselves and his/her/their guests, Occupants and family, all risks associated with the use of the Common Property and all liability for any damage or injury to any person or thing as a result of such use. The Association, nor any director, officer or agent thereof shall be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, or its agents or employees.

9.10. Prohibition of Nuisance and Noise. Noxious, destructive, offensive, or unsanitary activity shall not be carried on within the Community. No Unit Owner or Occupant may use or allow the use of the Unit or any portion of the Community at any time, in any way, which may endanger the health or property of other Occupants, unreasonably annoy, disturb or cause embarrassment or discomfort to other Owners or Occupants, or, in the Board's discretion, constitute a nuisance. The intention of this provision is to grant the Association and aggrieved Owners and Occupants a right of redress for actions, activities or conduct which unreasonably disturbs or impairs the peaceful and safe enjoyment of the Community. In this regard, specific unauthorized and unreasonable annoyances or disturbances shall include, but not be limited to, the following:

(a) Any fighting, raucous behavior, or insobriety if such conduct can be heard in any other Townhouse;

(b) The use of any alarm (except security, fire, or carbon monoxide detection), equipment, television, or devise which produces excessively loud sound if such sound can be heard in any other Townhouse;

(c) Any threatening or intimidating conduct towards any resident, guest, or pet in the Community;

(d) Any conduct which, in the Board's reasonable discretion, creates any danger or risk of injury to others or damage to property or which creates any threat to health or safety of any other resident or pet;

(e) Any consistent dog barking that can be heard in any other Townhouse;

(f) Any conduct which creates any noxious or offensive odor at any time if such odor can be detected in any other Townhouse;

(g) Any similar action or activity which interferes with the peaceful use and enjoyment of other Unit, the Common Property, or the Limited Common Property by any Owner, member of the Owner's family, guests, invitees, or Occupants; or

(f) Any construction or similar activities, which can be heard in other Unit outside the hours of 7:30 a.m. and 7:30 p.m. Monday through Friday and 9:00 a.m. and 6:00 p.m. Saturday.

Nothing herein shall be construed to affect the rights of an aggrieved Owner or Occupant to proceed individually against a violator of this Section. The Board may, in its discretion, require any aggrieved Owner or Occupant to seek redress personally against the violator before the Association intervenes and commences enforcement action hereunder; provided, further, due to the general nature of violations of this Section, the Board may, in its discretion, elect that the Association not intervene or enforce this Section. No claim for any loss, damage or otherwise, and no defense of selective, arbitrary, or capricious enforcement, shall exist for any Person as a result of any decision by the Board not to enforce this Section.

9.11. Firearms and Fireworks. The display or discharge of firearms at the Community is prohibited; provided, however, that the display or discharge of lawful firearms within the Community is permitted by law enforcement officers. The term "firearms" includes "BB" guns, pellet guns, and other firearms of all types, regardless of size. The use of fireworks within the Community is prohibited. The term "fireworks" shall include those items as listed in O.C.G.A. Section 25-10-1. Notwithstanding anything to the contrary contained herein or in the Bylaws, the Association shall not be obligated to take any action to enforce this Section.

9.12. Signs. Except as may be required by legal proceedings, no signs, advertising posters or billboards of any kind shall be erected, placed, or permitted to remain in the Community without the prior approval of the Board or its designee, except that two (2) professional security signs not to exceed ten inches (10") by ten inches (10") each in size may be displayed on a Unit or from within a Townhouse on a Unit and two (2) professionally lettered "For Sale" signs not to exceed two feet (2') by two feet (2') in size may be displayed from within a Townhouse on a Unit being offered for sale, one in the front of the Townhouse and one in the back of the Townhouse. The Board shall have the right to erect reasonable and appropriate signs on the Common Property on behalf of the Association. The Board also shall have the authority to adopt regulations permitting temporary signs on Units announcing open houses, births, birthdays or other events for limited periods of time. No "For Sale" signs or directional signs shall be permitted on the Common Property without the approval of the Board.

9.13. Grills. Owners and Occupants may only keep and use barbeque grills that comply with all applicable state laws and local ordinances having jurisdiction over the Community, subject to the limitations contained in this Section. The Board reserves the right to prohibit or restrict the existence and/or use of all or certain outdoor cooking grills if, in the Board's

discretion, a grill constitutes a fire hazard or is unattractive or oversized for the area in which it is kept. On permitted grills, (a) open fires must be supervised at all times; (b) gas tanks must be properly used and maintained; (c) no flames may be higher than the cooking surface; and (d) a grill may not be used near combustible materials. Notwithstanding the foregoing, to the extent permitted by all applicable state laws and local ordinances having jurisdiction over the Community, Owners and Occupants shall be allowed to have one (1) propane grill on his or her balcony and allowed two (2) propane tanks, each propane tank or LP-gas container being limited to a water capacity not greater than 50 pounds [nominal 20 pound LP-gas capacity] with an aggregate LP-gas capacity not to exceed 40 pounds (2 containers).

9.14. Rubbish, Trash, Garbage and Dumping. All rubbish (including plant material), trash, and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate on a Unit or in a Townhouse. Rubbish, trash, and garbage shall be disposed of in appropriate sealed bags and placed in proper receptacles for collection. The Board may establish rules and regulations regarding the storage location of trash bags, trash cans, and receptacles and the placement of same for pick-up. Dumping of grass clippings, leaves, or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere in the Community, except that fertilizers may be applied to landscaping on Units provided care is taken to minimize runoff.

9.15. Trash Collection Services. The term “Trash Collection Services” means the commercial collection of trash, garbage, debris, refuse, landscaping refuse, yard waste, recyclables, such as newspaper, plastic and glass, and other items and materials as may be determined by the Board of Directors to be included as trash. The Association may, but shall not be required to, provide Trash Collection Services for the Units. The Board of Directors shall have the right, but not the obligation, to negotiate with, contract with, and supervise, providers of Trash Collection Services. In the event the Association does provide Trash Collection Services, the costs of Trash Collection Services shall be a Common Expense of the Association. If any Owner creates any condition or disposes of any item which increases the expense of Trash Collection Services to the Association, then the increased expense may be specifically assessed against the Owner creating the additional expense.

9.16. Unightly or Unkempt Conditions. The pursuit of hobbies or other activities, including, but not limited to, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the Unit. This Section 14.21 shall not apply to the Declarant or any builder, or their agents or designees.

9.17. Impairment of Townhouses and Easements. An Owner shall not undertake any act or work that will impair the structural soundness or integrity of another Townhouse or impair

any easement, nor do any act nor allow any condition to exist which will adversely affect other Units or their Owners or Occupants.

9.18. Erosion Control. No activity which may create erosion or siltation problems anywhere in the Community shall be undertaken.

9.19. Subdivision of Units. No Unit may be subdivided into a smaller Unit.

9.20. Window Air Conditioners. No air condition shall be installed in any window of any Townhouse.

9.21. Clotheslines. No outside clothesline shall be permitted.

ARTICLE X. LEASING

10.1. Definitions. "Leasing," for purposes of the Declaration, is defined as the regular, exclusive occupancy of a Unit by any person or persons other than the Owner; provided, however, leasing shall not include occupancy by the spouse, child or parent of an Owner.

10.2. Leasing Provisions. Leasing of Units shall be governed by the following provisions:

(a) Notice. At least seven (7) days prior to entering into the lease of a Unit, the Owner shall provide the Board of Directors with a copy of the proposed lease and such other information as the Board may reasonably require. The Board may approve or disapprove the form of said lease. In the event a lease form is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease form into compliance with the Declaration, any rules and regulations adopted pursuant thereto, and any criteria determined by the Board. Within ten (10) days from the execution of the lease by both parties, the Owner shall provide the Board with a copy of the executed lease and the names and phone number of the lessees. Nothing contained in this Section shall permit the Board to approve or deny a lessee.

(g) Liability for Assessments and Compliance With Declaration, Bylaws, and Rules and Regulations. Any lease of a Unit shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by the existence of this covenant; and any lessee, by occupancy of a Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease, whether or not expressly therein stated:

(1) Liability for Assessments. Lessee agrees to be personally obligated for the payment of all assessments and all other charges which become due as a consequence of lessee's activities, including, but not limited to, activities which violate provisions of the Declaration, the

Bylaws, or the rules and regulations adopted pursuant thereto. The above provision shall not be construed to release the Unit Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

Additionally, when a Unit Owner who is leasing his or her Unit fails to pay any assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Unit Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon demand by the Board of Directors, lessee shall pay to the Association all unpaid annual and special assessments and other charges, as lawfully determined and made payable during the remaining term of the lease and any other period of occupancy by lessee following such demand. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's demand to pay assessments or other charges to the Association, lessee shall be personally obligated to pay to the Association all late charges, fines, interest, and costs of collection, including, but not limited to, reasonable attorney's fees actually incurred, to the same extent lessee would be required to make such payments to the Association if lessee were the Owner of the premises during the term of the agreement and any other period of occupancy by lessee, and including all amounts paid by lessee to lessor following the date of such demand from the Board.

(2) Compliance with Declaration, Bylaws, and Rules and Regulations. Lessee shall abide by and comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other occupants and guests in order to insure compliance with the foregoing. Lessee acknowledges that the violation by lessee or any occupant living with lessee of any provision of the Declaration, Bylaws, or rules and regulations adopted thereunder shall constitute a default under this lease. Owner shall cause all occupants of his or her Unit to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and is responsible for all violations and losses caused by such occupants, notwithstanding the fact that such occupants of the Unit are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto. If the lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule and regulation for which a fine is imposed, such fine may be assessed against the lessee and/or the Owner; provided, however, if a fine is not paid by the lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Board of the lessee's failure to do so. Unpaid fines shall constitute a lien against the Unit. Any lessee charged with a violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto is entitled to the same procedure to which an Owner is entitled prior to the imposition of a fine or other sanction.

Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by lessee, any occupant, or any person living with lessee is deemed to be a violation of the terms of the lease and authorizes the Owner to terminate the lease without liability and to

evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the irrevocable power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the irrevocable power and authority to evict the lessee on behalf and for the benefit of the Owner, in accordance with the terms hereof, or to require the Owner to do so. In the event the Association proceeds to evict the tenant, any costs, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the Unit and the Owner thereof, such being deemed hereby as an expense which benefits the leased Unit and the Owner thereof.

(h) Lease Administration Fee. The leasing of Units in the Community creates administrative burdens for the Association, including, but not limited to, updating the Association's records, issuing access control devices, if any, to the Common Property. Pursuant to this Declaration and the Act, the Association is authorized to assess individual Owners certain fees and expenses occasioned by and benefiting just those Owners. In accordance with those provisions, and in addition to annual assessments, special assessments, and other charges provided for in this Declaration and the Act, any Owner who leases a Unit will be required to pay the Association an annual Lease Administration Fee. The initial Lease Administration Fee shall be one hundred and fifty dollars (\$150.00) for the first calendar year in which the Lease Administration Fee goes into effect. Thereafter, the Board of Directors, in its sole discretion, and from time to time, may increase the annual Lease Administration Fee in an amount not to exceed ten percent (10%) of the amount of the Lease Administration Fee in effect for the prior calendar year. The Lease Administration Fee shall constitute a specific assessment as described in this Declaration.

(j) Use of Common Property. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property, including, but not limited to, the use of any and all recreational facilities and other amenities, if any; provided, however, the Owner shall retain the right to use the Common Property for ingress and egress to and from the Owner's Unit.

ARTICLE XI. MAINTENANCE RESPONSIBILITY

11.1. Association's Responsibility. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping, grass areas, paving, mail kiosk, and other improvements situated on the Common Property. The Association shall also maintain and keep in good repair all water and sewer pipes or facilities which serve only the Common Property, to the extent that such pipes and facilities are not maintained by public, private, or municipal utility companies. The Association shall maintain the detention/retention ponds and entry areas that serve the Community. Such maintenance shall be performed consistent with this Declaration and the Community-Wide Standard established pursuant hereto.

The Association shall also maintain and keep in good repair all landscaping within the Community, whether located on a Unit or Common Property, including the Limited Common Property, which shall consist of and be limited to: (i) mowing, edging, weeding, trimming, and keeping any planting beds in good condition and free of weeds; (ii) watering of all landscaping and paying for all costs connected therewith; (iii) maintaining any irrigation system and all components of same; (iv) replacement of any dead vegetation; (v) replacement of pine straw on a schedule as determined by the Board; and (vi) the adjustment and setting of the irrigation system and its automatic timers.

The Association shall also maintain and keep in good repair certain portions of the exteriors of the Townhouses and certain portions of the Limited Common Property, which shall consist of and be limited to: (i) the periodic pressure washing and painting of the exterior surfaces of the Townhouses, on a schedule to be determined by the Board; and (v) maintaining and keeping in good repair the walkways and front walks providing access to a Townhouse or Unit.

The Association's maintenance shall specifically exclude the following, all of which shall be the responsibility of the Owner: (i) landscaping within any patio, planter, or courtyard, if any; (ii) all portions of the heating and air conditioning system serving the Unit, including the compressor and any vents, electrical lines or other pipes or lines related thereto, whether or not located on the Owner's Unit; (iii) any pipe, line, conduit, structure, or other apparatus serving only one (1) Unit, whether or not located on the Owner's Unit; (iv) utility boxes serving an Owner's Unit and Townhouse; (v) any additional landscaping installed by or on behalf of an Owner; (vi) tree roots, including, but not limited to, tree roots entering into or otherwise affecting a pipe, line, conduit, structure, or other apparatus serving only one (1) Unit; (vii) foundations and footings of the Townhouse located on a Unit, including waterproofing; and (viii) all portions of any balcony, deck, porch, stoop, or patio serving the Townhouse, including surfaces, railings, steps, supports, and structures of same.

If, during the course of performing any maintenance required herein, the Association discovers that maintenance, repair, or replacement is required of an item which is the Owner's responsibility, and such maintenance, repair, or replacement must be performed for the Association to properly complete its maintenance project, then the Association may perform such work on behalf of the Owner and at the Owner's expense without prior notice to the Owner.

The Association, acting through the Board, may, but shall have no obligation to, make improvements, changes and/or alterations to the Common Property, Limited Common Property, and exterior portions of the Townhouses and Units. This includes, but is not limited to, changing exterior paint colors, removal and/or addition of landscaping and hardscape, addition, relocation, and/or removal of parking areas on the Common Property, and changing of the topography of the Units and Common Property, including the Limited Common Property

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Property or any other area within the Community by an Owner or Occupant which is the Association's responsibility hereunder shall be performed at the sole expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair. Additionally, in the event an Owner or Occupant performs such maintenance or repair, the Association may require the Owner or Occupant to restore such property to substantially the same condition as it existed prior to such maintenance or repair or may fine the Owner or Occupant in accordance with the terms of this Declaration.

The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Unit, or any other Person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Community or from any pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the Owner of any Unit or such Owner's Occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of portion of the Community. The Association shall not be liable to any Owner, or any Owner's Occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Article where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

If the Board determines that the need for maintenance or repair is in the Common Property or any other area within the Community which is the Association's responsibility hereunder, and is caused through the actions or inactions of any Owner or Occupant, or his or her family, guests, lessees or invitees, then the Association may assess the cost of any such work against the Owner's Unit.

11.2. Owner's Responsibility. Except as specifically provided in Section 11.1 above, each Owner shall maintain and keep in good repair, condition, and order the Owner's Unit, the Townhouse located on such Owner's Unit, the Limited Common Property assigned to such Owner's Unit, all structures located on such Owner's Unit and Limited Common Property assigned to such Owner's Unit. Without limiting the generality of the foregoing, each Owner is specifically responsible for: (i) roofs, which shall include the shingles, flashing, felt, roof decking, and trusses; (ii) gutters and downspouts; (iii) all dividing fences between any balcony, deck, porch, or patio; (iv) all exterior surfaces of the Townhouse, including any siding, brick, and trim, but excluding the pressure washing and painting of such exterior surfaces; (v) all windows, window cases, window frames, window sills, and caulking, including all glass surfaces and hardware; (vi) all exterior doors and doorframes which are part of the entry system, including all glass surfaces and hardware; (vii) shutters, columns, and pediments; (viii) landscaping within any patio, planter, or courtyard, if any; (ix) all portions of the heating and air conditioning system serving the Unit, including the compressor and any vents, electrical lines or other pipes or lines related thereto, whether or not located on the Owner's Unit; (x) exterior lighting attached to a Townhouse; (xi) any pipe, line, conduit, structure, or other apparatus serving only the Owner's Unit, whether or not located on the Owner's Unit; (xii) utility boxes serving an Owner's Unit and Townhouse; (xiii) any additional landscaping installed by or on behalf of an Owner; (xiv) tree roots, including, but not limited to, tree roots entering into or otherwise affecting a pipe, line, conduit, structure, or other apparatus serving only one (1) Unit; (xv) foundations and footings of the Townhouse located on a Unit, including waterproofing; and (xvi) all portions of any balcony, deck, porch, stoop, or patio serving the Townhouse, including surfaces, railings, steps, supports, and structures of same.

Such maintenance shall be performed consistent with this Declaration and the Community-Wide Standard established pursuant hereto. Each Owner shall perform the Owner's responsibility hereunder in such manner so as not to unreasonably disturb other Unit Owners. In performance of such maintenance responsibilities hereunder, the Owner shall comply with all other provisions of this Declaration, including, but not limited to, Article VIII of this Declaration. Each Owner shall also have the obligation to promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible to maintain, repair, and/or replace.

11.3. Failure to Maintain. If the Board determines that any Owner has failed or refused to discharge properly the Owner's obligation with regard to the maintenance as provided in this Article, then, except in the case of an emergency as determined in the sole discretion of the Board, the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense.

The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board. Unless the Board determines that an emergency

exists, the Owner shall have ten (10) days within which to complete the maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days and diligently pursue completion of such repair or replacement. If the Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as herein provided, then the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be an assessment and lien against the Owner and the Unit.

If, during the course of performing the maintenance of an Owner's Unit, Limited Common Property, or Townhouse, the Association discovers that maintenance, repair, or replacement is required of an item which is the Owner's responsibility, and such maintenance, repair, or replacement must be performed for the Association to properly complete its maintenance project, then the Association may perform such work on behalf of the Owner and at the Owner's expense without prior notice to the Owner.

The Board may alternatively or additionally enforce this Section through monetary fines against the Owner or Occupant of the Unit, and each day the maintenance, repair, or replacement is not completed shall constitute a separate violation for which fines may be assessed on a daily basis.

11.4. Measures Related to Insurance Coverage. The Board shall have the authority to require any Unit Owner to do any act or perform any work involving portions of the Community which are the Owner's maintenance responsibility, which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Community, reduce the Association's insurance premium(s) or otherwise assist the Board in procuring or maintaining insurance coverage, so long as the costs of such work does not exceed the greater of either five hundred (\$500.00) dollars per Unit in any twelve (12) month period or four installments of the annual assessment then in effect.

11.5. Maintenance Standards and Interpretation. The Board of Directors, in its discretion, may determine schedules of maintenance and repair for the Community, and may do so based on the availability of funds for performance of such projects. The Board shall attempt to determine and prioritize schedules based on its opinion of severity of damage and need for corrective work or maintenance. Maintenance and repairs which are part of the Association's maintenance obligation need not be made upon Owner request if, in the Board's discretion, an emergency condition does not exist and such maintenance or repair is included or is to be included within the Board's schedule of maintenance or repairs.

The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary from one term of the Board to another. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this Article. No decision or interpretation by the Board shall

constitute a binding precedent with respect to subsequent decisions or interpretations of the Board.

ARTICLE XII. PARTY WALLS

Each wall which is built as part of the original construction of the Townhouses and placed on the property line dividing Units shall constitute a Party Wall. The costs of maintenance, repair, or reconstruction of a party wall shall be shared equally by the Owners whose Townhouses contain the Party Wall; provided, however, in the event of damage or destruction to a Party Wall caused by the willful or negligent act or omission of an Owner, Occupant of the Owner's Unit, or a guest of an Owner or Occupant, such Owner shall be solely liable for the repair or reconstruction of the Party Wall, including any insurance deductible. To the extent not inconsistent with this Article, the general rules of law regarding party walls and liability for property damage due to negligence, willful acts, or omissions shall apply thereto.

Each Owner sharing a Party Wall shall have all easement rights reasonably necessary to perform the obligations contained herein over the Units or dwellings sharing the Party Wall. Without limiting the generality of the foregoing, in the event an electrical meter, electrical apparatus, CATV cable or other utilities apparatus is installed within a Unit and serves more than such Unit, the Owners of the other Unit(s) served thereby shall have an easement for access to inspection and repair of such apparatus, provided that such easement rights shall be exercised in a reasonable manner and the Owner of the Unit encumbered by the easement shall be reimbursed for any physical damage to his Unit as a result of such exercise by the Owner(s) making use of such easement(s).

ARTICLE XIII. EASEMENTS

13.1. Easement for Entry. The Association shall have an easement to enter onto any Unit and Townhouse for emergency, security, safety, and for other purposes reasonably necessary for the proper maintenance and operation of the Community, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation and in the performance of the Association's maintenance responsibilities as provided herein, entry shall be only during reasonable hours and after notice to the Owner or Occupant. This right of entry shall include the right of the Association to enter a Unit to cure any violation of the Declaration, Bylaws, or rules and regulations of the Association and any condition which may increase the possibility of a fire or other hazard in the event that an Owner fails or refuses to cure the condition upon request by the Board. Nothing contained in this Section shall require the Association to enter onto any Unit or dwelling for emergency, security, safety, or for other purposes.

13.2. Easement for Private Streets. Each Owner, subject to the terms of this Declaration, the Bylaws, and the rules and regulations of the Association, shall have a perpetual,

non-exclusive right-of-way easement for vehicular and pedestrian access, ingress and egress over and across the private streets within the Community. The right-of-way easement herein granted shall permit joint usage of such easement by (a) the Owners and Occupants, (b) the legal representatives, successors and assigns of the Owners, and (c) invitees and licensees of the Owners and Occupants. The Association shall have a perpetual, non-exclusive right and easement upon, over and across the private streets and roads and such other portions of the Community for the installation, maintenance, and use of such streets and roads, sidewalks, traffic directional signs, and related activities and improvements.

13.3. Easement for Utilities. There is hereby reserved to the Association blanket easements upon, across, above and under all property within the Community, including the Units, for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service which the Association may have installed to serve the Community. It shall be expressly permissible for the Association to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board on behalf of the Association shall have the right to grant such easement. Nothing contained in this Section shall require or obligate the Association to maintain such easement areas, or any facilities or improvements located therein or thereon.

The Association shall be authorized to install water submeters for each Unit, and such submeters may be installed on the exterior or interior of the Townhouse. Each Owner shall authorize the Association, during reasonable hours and after notice to the Owner or Occupant, to access the Townhouse, including the interior, to install water submeters and to provide ongoing maintenance to such water submeters.

13.4. Easements for Use and Enjoyment. Every Owner of a Unit shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property, subject to the following provisions:

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

(b) the right of the Association, acting through the Board, to make and to enforce reasonable rules and regulations governing the use of the Common Property, including the Limited Common Property;

(c) the terms and conditions of this Declaration, the Bylaws, and the rules and regulations of the Association;

(d) the rights of Owners to the exclusive use of the Limited Common Property assigned to his or her Unit, and the right to the Board to designate additional portions of the Common Property as Limited Common Property;

(e) the right of the Association to suspend the right of an Owner to use the Common Property in the Community, if any, for any period during which any assessment against the Owner or Owner's Unit which is provided for herein remains unpaid and for a reasonable period of time for an infraction of the Declaration, Bylaws, or rules and regulations, and to suspend vehicular access privileges pursuant to Article VII, Section 7.8(g) of this Declaration;

(f) the right of the Association to borrow money as may be set forth in this Declaration and the Bylaws; provided, however, the lien and encumbrance of any such mortgage given by the Association against the Common Property shall be subject and subordinate to any rights, interests, options, easements, and privileges herein reserved or established for any Unit or Unit Owner;

(g) the right of the Association to grant permits, licenses, or easements across the Common Property; and

(h) the right of the Board of Directors to convey all or a portion of the Common Property to any Person upon the written approval of at least two-thirds (2/3) of the total vote of the Association membership; provided, however, in the event such Common Property includes any portion of Limited Common Property, such written approval must be that of at least two-thirds (2/3) of the total vote of the Association membership and the Owner(s) of the Unit(s) that such Limited Common Property has been assigned.

Any Unit Owner may delegate the Owner's right of use and enjoyment in and to the Common Property and facilities located thereon to the members of the Owner's family, or to the Owner's tenants and guests, and shall be deemed to have made a delegation of all such rights to the Occupants if the Owner's Unit is leased; provided, however, the Owner shall retain such rights necessary for ingress and egress to and from the Owner's Unit.

ARTICLE XIV. SALE OF UNITS

14.1. Grantor's Obligation for Notice. A Unit Owner intending to make a transfer or sale of a Unit or any interest in a Unit shall give the Board written notice of such intention within seven (7) days after execution of the transfer or sales documents. The Owner shall furnish the Board, as part of the notice, the name and address of the intended grantee and such other information as the Board may reasonably require. This Article shall not be construed to create a right of first refusal in the Association or in any third party.

14.2. Grantee's Obligation for Notice. Within seven (7) days after receiving title to a Unit, the grantee of the Unit shall give the Board written notice of such ownership of the Unit. Upon failure of an Owner to give the required notice within the seven (7) day period provided herein, the Board may levy a fine against the Unit and Owner thereof, and assess the Owner for all costs incurred by the Association in determining the Owner's identity.

ARTICLE XV. INSURANCE

15.1. Property Insurance. The Association's Board or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Property for which it has the obligation to maintain. The insurance shall include fire and extended coverage, including coverage for vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

15.2. Association Liability and Directors' and Officers' Liability Insurance. The Board shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents in their capacities as such, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least one million (\$1,000,000.00) dollars.

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

15.4. Policy Terms. All such insurance coverage obtained by the Board shall be written in the name of the Association. Such insurance shall be governed by the following provisions:

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

(b) All policies on the Common Property shall be for the benefit of the Association and its members.

(c) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board; provided, however, no Mortgagee having an interest in

such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

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

(e) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies should be reviewed annually by one or more qualified persons.

(f) The Board shall use reasonable efforts to secure insurance policies that will provide for the following:

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

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

(iii) a provision that no policy may be canceled, invalidated, suspended or subjected to nonrenewal on account of any one or more individual Owners, and a provision that no policy may be canceled, invalidated, suspended, or subjected to nonrenewal due to any defect or conduct of any director, officer, or agent of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time for the required cure to be performed;

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

(v) that no policy may be canceled or substantially modified or subjected to nonrenewal without at least thirty (30) days prior written notice to the Association.

15.5. Individual Unit Owner Insurance. Each Owner shall carry blanket all-risk casualty insurance, if reasonably available, or if not reasonably available, fire and extended coverage, on the Owner's Unit, Townhouse, and the Limited Common Property assigned to such Owner's Unit, and all structures constructed thereon meeting the same requirements as set forth in this Article for insurance on the Common Property obtained by the Association. Upon request by the Board, the Owner shall furnish a copy of such insurance policy or policies to the Association. In the event that any Owner fails to obtain insurance or fails to furnish proof of a current insurance policy in effect, the Association may purchase such insurance on behalf of the Owner and assess the cost thereof to the Owner. The Association may in addition, or in the alternative, impose a monetary

fine to enforce this provision. Nothing contained in this Section shall require the Association to purchase insurance on behalf of the Owner.

The Board shall upon request make available for review by Owners a copy of the Association's insurance policies to allow Owners to assess their personal insurance needs.

ARTICLE XVI. REPAIR AND RECONSTRUCTION

16.1. Common Property. In the event of damage to or destruction of all or any part of the Common Property insured by the Association as a result of fire or other casualty, unless eighty percent (80%) of the Unit Owners vote not to proceed with the reconstruction and repair of the structure, the Board or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the damaged part of the Common Property.

16.2. Cost Estimates. Promptly after a fire or other casualty causing damage to the Common Property, the Board shall obtain reliable and detailed estimates of the cost of repairing and restoring the Common Property to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary.

16.3. Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, a special assessment shall be made against all of the Unit Owners without the necessity of a vote of the members or compliance with Article VII, Section 7.6 above. If, after repair and reconstruction is completed, there is a surplus of funds, such funds shall be common funds of the Association to be used as directed by the Board.

16.4. Damage to or Destruction of Townhouses on Units. In the event of damage to or destruction of a Townhouse, structures on a Unit, Limited Common Property or any other improvement to Owner is required to maintain hereunder, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article VIII hereof. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds.

ARTICLE XVII. MORTGAGEE'S RIGHTS

17.1. Foreclosure. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Unit obtains title pursuant to judicial or nonjudicial foreclosure of the first Mortgage, it shall not be liable for assessments or charges by the Association chargeable to such

Unit which became due prior to such acquisition of title. Such acquirer shall be responsible for all charges accruing subsequent to the passage of title.

17.2. Eligible Mortgage Holder. A Mortgage Holder shall become an Eligible Mortgage Holder if the Mortgage Holder provides to the Association in writing its name, address, and phone number, as well as the address of the Unit and name of the Unit Owner to which it holds a Mortgage; provided, however, a settlement statement (HUD-1) from a closing shall not be sufficient information to enable a Mortgage Holder to become an Eligible Mortgage Holder. Upon becoming an Eligible Mortgage Holder, an Eligible Mortgage Holder shall be entitled to timely written notice of the following:

(a) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first Mortgage held by such Eligible Mortgage Holder which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Owner of any other obligation under this Declaration which is not cured within sixty (60) days; or

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

17.3. Mortgagee Rights. Notwithstanding any provisions to the contrary herein provided, unless the holders of at least seventy-five percent (75%) of the first priority mortgagees on Units within the Community have consented in writing, the Association shall not do any of the following:

(a) seek to abandon, partition, subdivide, encumber, sell, or transfer the Association's property, except as provided in Sections 6.1(c) and 13.1(e);

(b) change the method contained in this Declaration for determining financial obligations of members;

(c) change, waive, or abandon the process for regulation and enforcement contained in this Declaration for architectural standards, design, and maintenance of Units and the Common Property; or

(d) use the proceeds of property insurance on any Common Property for any purpose other than repair, replacement, or reconstruction, except as may be provided in this Declaration for the use of excess proceeds and proceeds upon dissolution.

Upon written request, the Association shall provide notice in a reasonable manner to any first priority mortgagee of any default under this Declaration, the Bylaws, or the rules and regulations of the Association by the Owner of the Unit which is encumbered by such mortgage if the default is not cured within sixty (60) days from the time it occurs.

17.4. Financial Statement. Any holder of a first Mortgage shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting.

17.5. Non-Impairment. Notwithstanding anything to the contrary herein contained, the provisions of this Declaration governing sales and leases shall not apply to impair the right of any first Mortgagee to: (i) foreclose or take title to a Unit pursuant to remedies contained in its Mortgage; (ii) take a deed or assignment in lieu of foreclosure; or (iii) sell, lease, or otherwise dispose of a Unit acquired by the Mortgagee.

ARTICLE XVIII. AMENDMENTS

This Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent, of the Association members holding at least two-thirds (2/3) of the total vote of the Association. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and filed in Carroll County, Georgia land records.

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the owners, may amend the Declaration to comply with any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA").

Any action to challenge the validity of this Declaration or an amendment adopted under this Article must be brought within one (1) year of the recording of same in the Carroll County, Georgia land records. No action to challenge this Declaration or any such amendment may be brought after such time.

ARTICLE XIX. GENERAL PROVISIONS

19.1. Enforcement. In addition to any other enforcement right set forth within the Declaration or Bylaws, the Association, acting through the Board of Directors, shall have the right to enforce any violation of the Declaration, Bylaws or rules and regulations of the Association by a proceeding at law or in equity, or as otherwise provided herein. Owners may enforce the Declaration against other Owners by a proceeding at law or in equity.

(a) Fines and Suspensions of Use. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Unit, for any violation of the Declaration, Bylaws, or any Association rules and regulations. The Board shall further have

the power to suspend the use of any Common Property for any violation of the Declaration, Bylaws, or any Association rules and regulations. If any Occupant violates the Declaration, Bylaws or Association rules and regulations and a fine is imposed, the fine may be imposed against the Owner and/or Occupant. The Board may establish and promulgate a fining schedule. The Board shall not impose a fine or suspend the right to use the Common Property, unless and until the Board has sent or delivered written notice to the Owner or Occupant as provided herein.

(i) Notice. If any provision of the Declaration or Bylaws or any Association rule or regulation is violated, the Board shall send the violating Owner or Occupant written notice identifying the violation and fine and/or suspension being imposed and advising the Owner or Occupant of the right to request a hearing before the Board to contest the violation or the fine and/or suspension or to request reconsideration of the fine and/or suspension. A request for a hearing must be in writing and must be received by the Association from the Owner or Occupant within ten (10) days of the date of the notice. Fines and suspensions may commence upon sending of the notice despite the fact that the Owner or Occupant may request a hearing. In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per day basis without further notice to the Owner or Occupant.

(ii) Hearing. If a written request for a hearing is received from the Owner or Occupant within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a Board meeting as a hearing affording the Owner or Occupant a reasonable opportunity to be heard, and no fines shall be imposed until after the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time. Failure to request a timely hearing as provided herein shall result in loss of the right to challenge and request reconsideration of the fines or suspension.

(b) Suspension of Voting. A member's right to vote shall automatically be suspended during any period in which a member is more than thirty (30) days delinquent on any assessment or charge or during any period in which the member is in violation of the Declaration. The Association shall not be required to provide any notice to such member that the member's voting rights have been automatically suspended.

(c) Abatement and Self-Help. The Board or its designee may exercise self-help in order to remove or abate any violation of the Declaration; provided, however, the Board shall first provide the Owner of the Unit ten (10) days notice of the Board's intention to exercise self-help and provide the Owner with an opportunity to remove or abate the violation, provided further, such notice shall not be required if the Board determines that an emergency exists. All costs of self-help or of otherwise enforcing the Declaration, Bylaws or Association rules, including

reasonable attorney's fees actually incurred, shall be assessed against the Owner, Occupant and/or Unit subject to the violation.

(d) Notice of Violation. The Association shall have the authority to record in the Carroll County, Georgia land records a notice of violation identifying an uncured violation of the Declaration, Bylaws, or rules and regulations regarding a Unit.

(e) Enforcement Costs. The Owner or Occupant responsible for a violation shall be liable for all costs incurred in enforcement, including reasonable attorney's fees actually incurred, whether or not a legal proceeding in law or equity is filed in connection with the violation. In the event an Occupant is responsible for the violation, the Owner shall also be liable for all costs incurred in enforcement against such Occupant, including reasonable attorney's fees actually incurred, whether or not a legal proceeding in law or equity is filed in connection with the violation. The costs shall become a lien against the Owner's Unit.

(f) Waiver. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

19.2. Duration. The Covenants and Restrictions within the Declaration shall run with and bind the property subject to this Declaration perpetually or as otherwise provided by Georgia law.

19.3. Master Declaration. Each Owner understands and acknowledges that the Community is subject to the provisions of the Master Declaration and the jurisdiction of the Master Association. Each Owner and Occupant further understands that the covenants, conditions and restrictions set forth herein are in addition to, not in lieu of those set forth in the Master Declaration. Each Owner and Occupant shall be obligated to and shall comply with the provisions of this Declaration and the Master Declaration. Each Owner and Occupants understands and acknowledges that the failure to comply with the terms of the Master Declaration, may subject such Owner or Occupant to such enforcement remedies set forth in the Master Declaration, which may include, but not be limited to, suspension of the use and enjoyment of the Master Association Common Properties and the right to use the gate card access to the Fairfield Plantation community. Each Owner further understands and acknowledges that is also a member of the Master Association, and shall have all such rights, duties, and obligations set forth in the Master Declaration, in addition to those as set forth herein.

19.4. SECURITY. THE ASSOCIATION MAY, BUT SHALL NOT BE REQUIRED TO, FROM TIME TO TIME, PROVIDE MEASURES OR TAKE ACTIONS WHICH DIRECTLY OR INDIRECTLY IMPROVE SAFETY AT THE COMMUNITY; HOWEVER, EACH OWNER, FOR HIMSELF OR HERSELF AND HIS OR HER TENANTS, GUESTS, LICENSEES, AND INVITEES, ACKNOWLEDGES AND

AGREES THAT THE ASSOCIATION IS NOT A PROVIDER OF SECURITY AND SHALL HAVE NO DUTY TO PROVIDE SECURITY AT THE COMMUNITY. IT SHALL BE THE RESPONSIBILITY OF EACH OWNER TO PROTECT HIS OR HER PERSON AND PROPERTY AND ALL RESPONSIBILITY TO PROVIDE SUCH SECURITY SHALL LIE SOLELY WITH EACH UNIT OWNER.

THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SAFETY MEASURES UNDERTAKEN.

19.5. Dispute Resolution. Any Unit Owner or Occupant must give written notice to the Board requesting a hearing with the Board and attend such hearing to discuss amicable resolution of any dispute against the Association before that Owner or Occupant files any lawsuit against the Association, the Board, or any officer or director, or any agent of same. The Owner or Occupant shall, in such notice and at the hearing, make a good faith effort to explain the grievance and resolve the dispute in an amicable fashion, and shall give the Association a reasonable opportunity to address the Owner's or Occupant's grievance before filing suit. Upon receiving a request for a hearing, the Association shall give notice of the date, time, and place of the hearing to the Person requesting the hearing. The Association shall schedule the hearing for a date not less than seven (7) nor more than twenty-one (21) days from the date of receipt of the notice of hearing from the Person requesting the hearing. Alternatively, the Board may notify the Owner or Occupant that it is waiving the requirement of the Owner or Occupant to request and attend the hearing with the Board.

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

19.7. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall

maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

19.8. Eminent Domain. If all or any part of the Common Property shall be taken or conveyed in lieu of or under threat of condemnation by any authority having power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. If the taking involves a portion of the Common Property on which improvements have been constructed, then, unless within one hundred and eighty days (180) days after such taking at least seventy-five percent (75%) of the total number of Owners shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining Common Property to the extent land is available therefor.

If the Common Property or any portion thereof, or any Unit or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder of any mortgage will be entitled to timely written notice of any such proceeding or proposed acquisition, and no provision of this Declaration or any other document establishing or relating to the Community will entitle any Owner or any other party to priority over such Owner's mortgagee with respect to the distribution of the proceeds of any award or settlement relating to such Owner's Unit.

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

19.10. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise shall in no way affect the application of such provision to other circumstances or affect any other provision, which shall remain in full force and effect.

19.11. Conflicts. The duties, powers, and obligations of the Association, including the members, directors, and officers, shall be those set forth in the Act, the Georgia Nonprofit Corporation Code, the Declaration, the Bylaws, the Articles of Incorporation, and the rules and regulations of the Association. If there are conflicts or inconsistencies between such, then the provisions of the Act, the Georgia Nonprofit Corporation Code, the Declaration, the Bylaws, the Articles of Incorporation, and the rules and regulations of the Association, in that order, shall prevail; and, each Owner of a Unit, by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

19.12. Preparer. This Declaration was prepared by Brendan R. Hunter, Lueder, Larkin & Hunter, LLC, 5900 Windward Parkway, Suite 390, Alpharetta, Georgia 30005.

IN WITNESS WHEREOF, the President and Secretary of Lake Tara Townhouse Association III, Inc. hereby certify that the agreement of the required majority to approve this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Lake Tara Townhouses III and the Amended and Restated Bylaws of Lake Tara Townhouse Association III, Inc. was lawfully obtained and that all notices required by the Georgia Property Owners' Association Act were properly given.

This 15th day of August, 2024

LAKE TARA TOWNHOUSES III
HOMEOWNERS ASSOCIATION, INC.

Shelia Corn

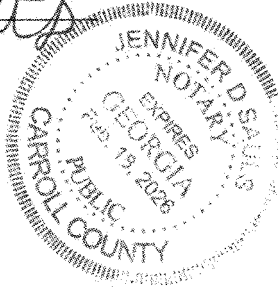
Signature of President

Print Name: Shelia Corn

Sworn to and subscribed before me
this 15th day of August, 2024

Witness: Verdine Corn

Jennifer D. Sauls
Notary Public



Angela J. Gowan

Signature of Secretary

Print Name: Angela Gowan

Sworn to and subscribed before me
this 15th day of August, 2024

Witness: Verdine Corn

Jennifer D. Sauls
Notary Public

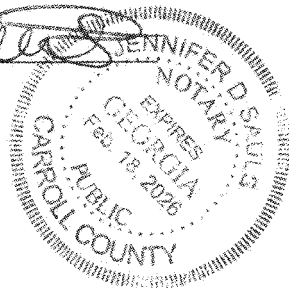


EXHIBIT "A"

DESCRIPTION OF SUBMITTED PROPERTY

All that tract or parcel of land lying and being in Fairfield Plantation, Carroll County, Georgia, in Land Lots 15 and 16 of the 5th District, having the boundaries as shown and delineated on a plat prepared by Ian M. Bragg & Assoc., Inc., dated July 22, 1981, titled "Survey for Lake Tara Townhouses III, Buildings 7, 8, 9, & 10," a copy of which plat is recorded in Plat Book 22, Page 154, Carroll County Public Real Estate Records, which plat and the record thereof are by reference incorporated herein.

Together with:

All that tract or parcel of land lying and being in Fairfield Plantation, Carroll County, Georgia, in Land Lots 15 and 16 of the 5th District, having the boundaries as shown and delineated on a plat prepared by Ian M. Bragg & Assoc., Inc., dated August 13, 1982, titled "Survey for Lake Tara Townhouses III, Buildings 11, 12, 13 and 14," a copy of which plat is recorded in Plat Book 23, Page 91, Carroll County Public Real Estate Records, which plat and the record thereof are by reference incorporated herein.

EXHIBIT "B"

BYLAWS

OF

LAKE TARA TOWNHOUSE ASSOCIATION III, INC.



LUEDER, LARKIN & HUNTER, LLC
ATTORNEYS AT LAW

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TABLE OF CONTENTS

ARTICLE I.	GENERAL.....	4
1.1.	Applicability.....	4
1.2.	Name.	4
1.3.	Definitions.	4
1.4.	Membership.....	4
1.5.	Voting.....	4
1.6.	Entity Members.	5
1.7.	Purpose.....	5
ARTICLE II.	MEETINGS OF MEMBERS.....	5
2.1.	Annual Meetings.	5
2.2.	Special Meetings.	6
2.3.	Telephonic or Virtual Meetings.	6
2.4.	Notice of Meetings.	6
2.5.	Waiver of Notice.	6
2.6.	Quorum.....	7
2.7.	Adjournment.....	7
2.8.	Proxy.	7
2.9.	Order of Business.	7
2.10.	Action Taken Without a Meeting.....	7
ARTICLE III.	BOARD OF DIRECTORS.....	8
3.1.	Composition.	8
3.2.	Election and Term.	8
3.3.	Nomination.....	9
3.4.	Removal of Directors.	9
3.5.	Vacancies.....	9
3.6.	Compensation.....	9
3.7.	Director Conflicts of Interest.....	9
3.8.	Regular Meetings.	10
3.9.	Special Meetings.	10
3.10.	Waiver of Notice.	10
3.11.	Quorum and Conduct of Meetings.....	10
3.12.	Open Meetings.	10
3.13.	Action Without a Meeting.....	10
3.14.	Powers and Duties.	11
3.15.	Management Agent.	12
3.16.	Borrowing.....	12
3.17.	Liability and Indemnification of Officers and Directors.....	12
ARTICLE IV.	OFFICERS.....	13
4.1.	Designation.....	13
4.2.	Appointment of Officers.	13
4.3.	Removal of Officers.	13

4.4.	Vacancies.....	13
4.5.	President.	13
4.6.	Vice President.....	13
4.7.	Secretary.	13
4.8.	Treasurer.....	13
4.9.	Other Officers.....	13
4.10.	Agreements, Contracts, Deeds, Leases, Etc.	13
ARTICLE V.	AMENDMENTS	14
ARTICLE VI.	MISCELLANEOUS	14
6.1.	Committees.....	14
6.2.	Notices.....	14
6.3.	Severability.....	15
6.4.	Captions.....	15
6.5.	Fiscal Year.....	15
6.6.	Financial Review.....	15
6.7.	Conflicts.	15
6.8.	Books and Records.....	16
6.9.	Preparer.	16

BYLAWS
OF
LAKE TARA TOWNHOUSE ASSOCIATION III, INC.

ARTICLE I. GENERAL

1.1. Applicability. These Bylaws provide for the self-government of Lake Tara Townhouse Association III, Inc., in accordance with the Georgia Property Owners' Association Act, the Articles of Incorporation filed with the Secretary of State and the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Lake Tara Townhouses III (hereafter referred to as the "Declaration").

1.2. Name. The name of the corporation is Lake Tara Townhouse Association III, Inc. (hereafter referred to as the "Association").

1.3. Definitions. The terms used herein shall have their generally accepted meanings or the meanings specified in Article II of the Declaration.

1.4. Membership. Each Owner of any Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be a member of the Association. This is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Unit owned. In the event of multiple Owners of a Unit, votes and rights of use and enjoyment shall be as provided in the Declaration and in these Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

1.5. Voting. Members shall be entitled to one (1) equal vote for each Unit owned. When more than one (1) Person holds an ownership interest in any Unit, the vote for such Unit shall be exercised as those Owners determine among themselves. In the absence of such advice, the Unit's vote shall be suspended if more than one (1) Person seeks to exercise it. A member's right to vote shall automatically be suspended during any period in which a member is more than thirty (30) days delinquent on any assessment or charge.

No member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, if that member is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association or if the member has had its voting rights suspended for any reason. If a member's voting rights have been suspended, that member shall not be counted as an eligible vote for purposes of establishing a quorum or for any other purpose.

1.6. Entity Members. In the event a member is a corporation, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary, or other designated agent of such trust, or manager of such other legal entity shall be eligible to represent such entity in the affairs of the Association. Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity which is the member of the Unit. The membership rights of an Owner which is a corporation, partnership, or other legal entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

1.7. Purpose. The Association shall have the responsibility of administering the Community, establishing the means and methods of collecting the assessments in accordance with the Declaration, and performing all of the other acts that may be required to be performed by the Association pursuant to the Act, the Declaration, and the Georgia Nonprofit Corporation Code. Except as to those matters which the Act, the Declaration, or the Georgia Nonprofit Corporation Code specifically require to be performed by the vote of the Association membership, the administration of the foregoing responsibilities shall be performed by the Board of Directors.

1.8. Electronic Communications.

(a) Records and Signatures. Whenever the Declaration or these Bylaws require that a document, record or instrument be written or in writing, the requirement is deemed satisfied by an electronic record pursuant to the Georgia Uniform Electronic Transactions Act. Whenever the Declaration or these Bylaws require a signature on a document, record or instrument, an electronic signature, in accordance with the Georgia Uniform Electronic Transactions Act, satisfies that requirement.

(b) Verification and Liability for Falsification. The Board of Directors may require reasonable verification of any electronic signature, document, record, or instrument. Absent or pending verification, the Board of Directors may refuse to accept any electronic signature or electronic record that, in the Board's sole discretion, is not authentic. Neither the Board of Directors nor the Association shall be liable to any Owner or any other Person for accepting or acting in reliance upon an electronic signature or electronic record that the Board of Directors reasonably believes to be authentic, or rejecting any such item which the Board of Directors reasonably believes not to be authentic. Any Owner or Person who negligently, recklessly or intentionally submits any falsified electronic record or unauthorized electronic signature shall fully indemnify the Association for actual damages, reasonable attorneys' fees actually incurred and expenses incurred as a result of such acts.

ARTICLE II. MEETINGS OF MEMBERS

2.1. Annual Meetings. The regular annual meeting of the members shall be held each year with the date, hour, and place to be set by the Board.

2.2. Special Meetings. Special meetings of the members may be called for any purpose at any time by the President, or by request of any two (2) or more Board members, or upon written petition of fifteen (15%) percent of the total members of Association. Any such written petition by the members must be submitted to the Association's Secretary. The Secretary shall then verify that the required number of members have joined in the petition and shall submit all proper petitions to the Association's President. The President shall then promptly call a special meeting for the purpose stated in the petition, at a date, time and location selected by the President, and the Secretary shall send notice of such meeting in accordance with these Bylaws and within thirty (30) days of the date of delivery of the petition to the Secretary.

2.3. Telephonic or Virtual Meetings. In the Board's discretion, any meeting of the members may be held by means of remote telephone or electronic communication, including, but not limited to, virtual meeting platforms, video conferencing, the internet, or other similar means, provided all persons participating in the meeting can hear each other or can otherwise communicate with each other. The Board of Directors may adopt rules and procedures governing the conduct of meetings by remote telephone or electronic communication. For in-person meetings of the members, the Board of Directors may, but shall not be required, to allow attendance by remote telephone or electronic communication.

2.4. Notice of Meetings. The Secretary shall mail or deliver to each member of the Association a notice of each Association meeting at least twenty-one (21) days prior to each annual meeting and at least ten (10) days prior to each special meeting. All notices shall state the date, time, and location of the annual or special meeting. Notices of special meeting shall also state the purpose or purposes of such meeting. If any member wishes notice to be given to an address other than the Owner's Unit address, the member shall designate such other address by written notice to the Secretary. The mailing or delivering of a meeting notice as provided in this Section shall constitute proper service of notice.

2.5. Waiver of Notice. Waiver of notice of an Association meeting shall be deemed the equivalent of proper notice. Any Association member may, in writing, waive notice of any meeting of the membership, either before or after such meeting. Attendance at a meeting by a member, whether in person or represented by proxy, shall be deemed waiver by such member of notice of the time, date, and place thereof unless such member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

2.6. Quorum. The presence, in person or by proxy at the beginning of the meeting, of members entitled to cast at least twenty-five percent (25%) of the eligible votes of the Association shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. Members whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted as eligible votes toward the quorum requirement.

2.7. Adjournment. Any meeting of the Association members may be adjourned for periods not exceeding ten (10) days by vote of the members holding the majority of the votes represented at such meeting, regardless of whether a quorum is present. The time and place of the reconvened session shall be set at the original session. Any business which could have been transacted properly at the original session of the meeting with a quorum present may be transacted at a reconvened session with a quorum present, and no additional notice of such reconvened session shall be required.

2.8. Proxy. Any Association member entitled to vote may do so by written proxy duly executed by the member setting forth the meeting at which the proxy is valid. The term “proxy” shall mean the written document in which the member authorizes any other person to attend a membership meeting on behalf of the member and vote the member’s vote at the meeting. The written proxy document shall not be required to be in any particular form; but to be valid, the proxy must be signed, dated, and filed with the Secretary prior to the opening of the meeting for which it is to be used or such earlier date as the Board may set for a particular meeting. The member giving the proxy shall be the “proxy giver” and the person holding the proxy and authorized to attend on behalf of the proxy giver and vote for the proxy giver shall be the “proxy holder.” Proxies may be delivered by either the proxy giver or the proxy holder by personal delivery, U.S. Mail, facsimile transmission, email, or other electronic means to any Board member or the property manager, if any. Proxies may be revoked only by written notice of the proxy giver delivered to the Secretary, except that the presence in person by the proxy giver at a meeting for which the proxy is given shall automatically invalidate the proxy for that meeting. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy. Proxies shall be counted towards establishment of a quorum.

2.9. Order of Business. At all meetings of the Association, Roberts Rules of Order (latest edition) shall govern when not in conflict with the Declaration, these Bylaws or the Articles of Incorporation, unless the members present at a particular meeting vote to suspend Robert’s Rules at that meeting. The failure to comply with Roberts Rules of Order (latest edition) shall not invalidate any action taken by the members.

2.10. Action Taken Without a Meeting. In the Board’s discretion, any action that may be taken by the Association members at any annual or special meeting may be taken without a meeting if the Board delivers a written consent form or written ballot to every member entitled to vote on the matter.

(a) Ballot. A written ballot shall: (1) set forth each proposed action; (2) provide an opportunity to vote for, or withhold a vote for, each candidate for election as a director, if any; and (3) provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when (1) the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and (2) the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

All solicitations for votes by written ballot shall: (1) indicate the number of responses needed to meet the quorum requirements; (2) state the percentage of approvals necessary to approve each matter other than election of directors; and (3) specify the time by which a ballot must be received by the Board in order to be counted. A written ballot may not be revoked. The Association shall maintain such ballots in its file for at least three (3) years.

(b) Written Consent. Approval by written consent shall be valid only when the number of written consents received equals or exceeds the requisite majority of the voting power for such action. Executed written consents shall be included in the minutes or filed with the Association's records. If an action of the members is approved by written consent hereunder, the Board shall issue written notice of such approval to all members who did not sign written consents. Membership approval shall be effective ten (10) days after written notice is issued; provided, however, if the consent is to an amendment to the Declaration or Bylaws which must be recorded, the effective date shall be no earlier than the date of recording of such amendment.

ARTICLE III. BOARD OF DIRECTORS

3.1. Composition. The affairs of the Association shall be governed by a Board of Directors composed of three (3) persons. The directors shall be members or the spouse of a member; provided, however no member and his or her spouse may serve on the Board at the same time, and no co-Owners may serve on the Board at the same time. No member or such member's spouse shall be eligible to be elected to the Board of Directors if that member is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association or if the member has had his or her voting rights suspended for any reason.

3.2. Election and Term. Those directors serving on the date these Bylaws are recorded in the Carroll County, Georgia land records shall remain in office until the first annual meeting following the date these Bylaws are recorded in the Carroll County, Georgia land records. At the first annual meeting following the date these Bylaws are recorded in the Carroll County, Georgia land records, the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years, and one (1) director for a term of three (3) years. At each annual meeting thereafter, the members shall elect directors for a term of three (3) years. Those natural persons receiving the most votes shall be elected to the number of positions on the Board to be filled. There shall be no cumulative voting. Voting for election of Board members shall be by secret written ballot (unless dispensed by unanimous consent at the meeting at which such voting is conducted). Each newly elected

Board shall meet within thirty (30) days following the meeting at which the election occurred for the purpose of appointing officers and any other business that comes before the Board.

In the event that the terms of Board of Directors are no longer staggered for any reason (including for example, but without limitation, if quorum is not met at an annual meeting, and an election cannot be held to replace those directors whose terms are expiring), at the election of directors of the Association at the next annual meeting at which a quorum is obtained, directors shall be elected for such terms as the Board may reasonably determine in order to reestablish the staggered terms as provided herein. The expressed purpose of this Section is to provide for continued staggered terms of directors.

3.3. Nomination. Nomination for election to the Board may be made from the floor at the meeting. Nominations also may be made by a nominating committee, if appointed by the Board. The Board may also establish additional procedures for the nomination of directors.

3.4. Removal of Directors. At any valid regular or special Association meeting, any one or more directors may be removed with or without cause by members of the Association representing a majority of the total vote of the Association and a successor may then and there be elected to fill the vacancy created and shall hold office for the remainder of the term of the director being removed. In addition, any director who has had three (3) consecutive unexcused absences from regularly scheduled Board meetings or is more than thirty (30) days past due in the payment of any assessment or charge may be removed by the vote of a majority of the other directors. Any director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting to consider his or her removal and shall be given an opportunity to be heard at the meeting.

3.5. Vacancies. Vacancies on the Board caused by any reason, except the removal of a director by vote of the membership as provided in Section 3.4 of this Article, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any Board meeting. The successor selected shall hold office for the remainder of the term of the director being replaced.

3.6. Compensation. Directors shall not be compensated for services. However, directors may be reimbursed for the expenses incurred in carrying out their duties as directors upon Board approval of such expenses. For purposes hereof, reasonable food and beverages purchased for Board meetings shall not be considered compensation.

3.7. Director Conflicts of Interest. Nothing herein shall prohibit a director from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as director, provided the director's interest is disclosed to the Board and the contract is approved by a majority of the directors who are at a meeting of the Board of Directors at which a quorum is present, excluding the director with whom the contract is made. The interested director shall not count for purposes of establishing a quorum of the Board. The interested director shall be entitled to be present at the meeting at

which the proposed contract is discussed, but the director must leave the room during the discussion on such matter.

3.8. Regular Meetings. Regular Board meetings may be held at such time and place as determined by the Board, but at least once every three (3) months.

3.9. Special Meetings. Special Board meetings may be called by the President on three (3) days notice to each director given by mail, in person, by telephone, by facsimile transmission, or by email, which notice shall state the time, date, location, and purpose of the meeting. Special Board meetings shall be called by the President, Vice President, Secretary, or Treasurer in like manner and on like notice upon the written request of at least two (2) directors.

3.10. Waiver of Notice. Any director at any time, in writing, may waive notice of any Board meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any Board meeting shall also constitute a waiver of notice by him or her of the time and place of such meeting. If all directors are present at any Board meeting, no notice shall be required and any business may be transacted at such meeting.

3.11. Quorum and Conduct of Meetings. The President shall preside over all Board meetings, and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. The presence of directors entitled to cast one-half of the votes of the Board shall constitute a quorum for the transaction of business. One or more directors who participate in a meeting by means of telephone or electronic communication shall be deemed present and in attendance for all purposes at such meeting, provided all persons participating in the meeting can hear each other. At all Board meetings of the Association, Roberts Rules of Order (latest edition) shall govern when not in conflict with the Act, the Declaration, these Bylaws or the Articles of Incorporation, unless the directors present at a particular meeting vote to suspend Robert's Rules at that meeting. The failure to comply with Roberts Rules of Order (latest edition) shall not invalidate any action taken by the Board.

3.12. Open Meetings. All Board meetings shall be open to all Association members, but members other than directors may not participate in any discussion or deliberation unless expressly authorized by the Board. Notwithstanding the above, the Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, delinquent assessments, litigation in which the Association is or may become involved, bids for work to be completed, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

3.13. Action Without a Meeting. Any Board action required or permitted to be taken at any meeting may be taken without a meeting if a majority of the directors consent in writing to such action. The written consents must describe the action taken. The written consents shall be filed with the minutes of the Board. The written consent may be by email or other electronic means; a copy of the consents shall be filed with the minutes of the Board.

3.14. Powers and Duties. The Board shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Community and may do all such acts and things as are not by the Act, the Declaration, the Articles of Incorporation, or these Bylaws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these Bylaws, the Board shall have the power to and shall be responsible for the following, in the way of explanation, but not limitation:

(a) preparation and adoption of an annual budget, in which there shall be established the contribution of each Owner to the common expenses;

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

(c) providing for the operation, care, upkeep, and maintenance of all of the Common Property;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, repair and replacement of the Common Property, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a financial depository or institution which it shall approve, or otherwise investing the proceeds in accordance with any limitations set forth in O.C.G.A. Section 14-3-302, and using the proceeds to administer the Association;

(f) making and amending rules and regulations for the Community and imposing sanctions for violation thereof, including reasonable monetary fines;

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

(h) making or contracting for the making of repairs, additions and improvements to, or alterations of, the Common Property after damage or destruction by fire or other casualty, in accordance with the other provisions of the Declaration and these Bylaws;

(i) entering into easement and cost-sharing agreement with other Persons that benefit and/or burden the Community pursuant to such terms as the Board deems reasonable;

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

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

(l) paying the costs of all services rendered to the Association or its members and not directly chargeable to specific Owners;

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

(n) contracting with any Person for the performance of various duties and functions. The Board shall have the power to enter into management agreements. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

3.15. Management Agent. The Association may, but shall not be required to, hire a professional management agent or agents, at a compensation established by the Board, to perform such duties and services as the Board of Directors shall authorize.

3.16. Borrowing. The Board shall have the power to borrow money for the purpose of maintenance, repair, restoration or improvement to the Common Property or for any other purpose; provided, however, if the total amount of such borrowing exceeds or would exceed Fifty Thousand Dollars (\$50,000.00) of outstanding debt at any one time, such borrowing must first be approved by members of the Association holding a majority of the total vote of the Association.

3.17. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

ARTICLE IV. OFFICERS

4.1. Designation. The principal officers of the Association shall be the President, Vice President, Secretary, and Treasurer. The President, Vice President and Secretary must be directors. The Treasurer shall be elected by the Board, but need not be a director. The Board may appoint one or more Assistant Treasurers, Assistant Secretaries, and such other subordinate officers as in its judgment may be necessary. Except for the offices of Secretary and Treasurer, which may be held by the same person, no person may hold more than one (1) office.

4.2. Appointment of Officers. The Association officers shall be appointed annually by the Board of Directors at the first meeting of the Board following each annual meeting of the members and shall hold office at the pleasure of the Board and until a successor is elected.

4.3. Removal of Officers. Upon the affirmative vote of a majority of the Board members at any Board meeting at which a quorum is established, any officer may be removed, either with or without cause, and a successor may be elected.

4.4. Vacancies. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

4.5. President. The President shall be the chief executive officer of the Association and shall preside at all Association and Board meetings.

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

4.7. Secretary. The Secretary shall keep the minutes of all Association and Board meetings and shall have charge of the Association's books and records.

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

4.9. Other Officers. Other offices may be created by the Board, and the Board members which hold such offices shall have such titles and duties as are defined by the Board.

4.10. Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases, checks, promissory notes, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by Board resolution.

ARTICLE V. AMENDMENTS

These Bylaws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding at least two-thirds (2/3) of the total vote of the Association. Notice of a meeting, if any, at which a proposed amendment will be considered, shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Carroll County, Georgia land records and the Forsyth County, Georgia land records. Any amendment duly certified and recorded shall be conclusively presumed to have been duly adopted in accordance with these Bylaws.

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the Owners, may amend these Bylaws to comply with any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association, the Department of Housing and Urban Development and the Veterans Administration.

Any action to challenge the validity of these Bylaws or an amendment adopted under this Article must be brought within one (1) year of the recording of same in the Carroll County, Georgia land records and the Forsyth County, Georgia land records. No action to challenge these Bylaws or any such amendment may be brought after such time.

ARTICLE VI. MISCELLANEOUS

6.1. Committees. The Board may establish any committee as the Board deems desirable with the powers and duties that the Board shall authorize. Members of any committee shall be appointed by the Board and shall serve at the pleasure of the Board. Any committee member may be removed with or without cause at any time and with or without a successor being named.

6.2. Notices.

(a) Method of Giving Notice. All notices, demands, bills, statements, or other communications shall be in writing and shall be given:

- (1) Personal delivery to the addressee;
- (2) Via United States mail, first class, postage prepaid;
- (3) Via electronic mail; or
- (4) Via facsimile; or
- (5) Via any other legal means.

(b) Addressee. Notice sent by one of the methods described herein shall be deemed to have been duly given:

(1) If to an Owner, at the address, electronic mail address or facsimile number which the Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Owner's Unit;

(2) If to an Occupant, to the electronic mail address or facsimile number which the Occupant has designated in writing, or if no such address has been designated, at the address of the Unit occupied; or

(3) If to the Association, the Board or the managing agent, if any, at the postal address, facsimile, or electronic mail address of the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary.

6.3. Severability. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws or the Declaration.

6.4. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

6.5. Fiscal Year. The fiscal year of the Association may be set by Board resolution or, in the absence thereof, shall be the calendar year.

6.6. Financial Review. A financial review of the accounts of the Association shall be performed annually in the manner provided by the Board. However, after having received the Board's financial review at the annual meeting, the members may, by a majority of the Association members present at such meeting, in person or proxy, require that the Association accounts be audited as a common expense by an independent accountant.

6.7. Conflicts. The duties, powers, and obligations of the Association, including the members, directors, and officers, shall be those set forth in the Georgia Property Owners' Association Act, the Georgia Nonprofit Corporation Code, the Declaration, these Bylaws, the Articles of Incorporation, and the rules and regulations of the Association. If there are conflicts or inconsistencies between such, then the provisions of the Georgia Property Owners' Association, the Georgia Nonprofit Corporation Code, the Declaration, these Bylaws, the Articles of Incorporation, and the rules and regulations of the Association, in that order, shall prevail; and each Owner of a Unit, by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

6.8. Books and Records. To the extent provided for, and restricted in, Section 14-3-1602 of the Georgia Nonprofit Corporation Code, as such Code Section may be amended from time to time, all Association members and any institutional holder of a first Mortgage shall be entitled to inspect Association records at a reasonable time and location specified by the Association, upon written request at least five (5) business days before the date on which the member wishes to inspect and copy. The Association may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the member. Notwithstanding anything to the contrary, the Board may limit or preclude member inspection of confidential or privileged documents, including attorney/client privileged communications, executive session meeting minutes, and financial records or accounts of other members. Minutes for any Board or Association meetings do not become effective as an official Association record until approved by the Board or Association membership, as applicable, at a subsequent meeting. All Board members may inspect and copy any book or record of the Association.

6.9. Preparer. These Bylaws were prepared by Brendan R. Hunter, Lueder, Larkin & Hunter, LLC, 5900 Windward Parkway, Suite 390, Alpharetta, Georgia 30005.

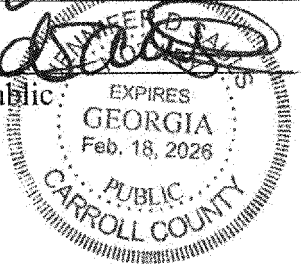
This 15th day of August, 2024

LAKE TARA TOWNHOUSE
ASSOCIATION III, INC.

Shelia Corn
Signature of President
Print Name: Shelia Corn

Sworn to and subscribed before me
this 15th day of August, 2024

Witness: Vendrick Co

Jennifer D. Saunders
Notary Public


Angelak Yowan
Signature of Secretary
Print Name: Angela Yowan

Sworn to and subscribed before me
this 15th day of August, 2024

Witness: Vendrick Co

Jennifer D. Saunders
Notary Public
