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STATE OF GEORGIA

COUNTY OF LIBERTY

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR PARISH CROSSING SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARISH CROSSING (hereinafter referred to as the "Declaration") is made and published as of the 15th day of June, 2007 by COLONIAL COAST DEVELOPMENT COMPANY, a corporation organized and existing under the laws of the State of Georgia, the owner of the hereafter described real property (hereinafter referred to as "Declarant").

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of certain real property lying in Liberty and Long County, Georgia commonly known as "Parish Crossing" and being more particularly described on the attached Exhibit "A", which by this reference is made a part hereof for all purposes (as hereinafter defined, the "Community"); and

**WHEREAS**, Declarant desires to subject the Community to the covenants, conditions, restrictions, and easements hereinafter set forth for the purpose inter alia of protecting the value and desirability of said Community, and establishing a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the Community; and

**WHEREAS**, in furtherance of such purposes, Declarant has caused or intends to cause the Parish Crossing Homeowners Association, Inc. to be formed as a Georgia non-profit corporation to own, operate and maintain all Common Areas, as defined below, within the Community and to administer and enforce the provisions of the Governing Documents of said Community.

**NOW THEREFORE**, incorporating the foregoing recitals, and for and in consideration of the benefits to be derived by Declarant and each and every subsequent owner of the Community, or any portion thereof, Declarant hereby creates and establishes the covenants, conditions, restrictions, and easements set forth herein, and declares that the real property constituting the Community and any additional property subjected to this Declaration by Supplemental Declaration shall be held, transferred, sold, conveyed, used, occupied and mortgaged and otherwise encumbered subject to said covenants, conditions, restrictions, and easements in accordance with the provisions of this Declaration.

This instrument does not and is not intended to create a condominium within the meaning of the Georgia Condominium Act, O.C.G.A. § 44-3-70 et seq., and the Association, as defined herein, shall not be subject to the Georgia Property Owners' Association Act,

O.C.G.A. § 44-3-220 et seq.

**ARTICLE 1**  
**DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION**

**Section 1.01. Definitions.** Certain capitalized words and terms used in this Declaration may be defined in the text hereof. In addition to the words and terms defined elsewhere herein, the following words and terms are defined terms under this Declaration and shall have the meanings ascribed to them herein below:

"ARC" shall mean the Architectural Review Committee, as described in Section 9.02(b) hereof.

"Area of Common Responsibility" shall mean the Common Area, together with such other areas, if any, for which the Association has or assumes responsibility pursuant to the terms of this Declaration, any Supplemental Declaration or other applicable covenant, contract, or agreement.

"Articles of Incorporation" or "Articles" shall mean the Articles of Incorporation of the Association, as filed with the Secretary of State of the State of Georgia.

"Association" shall mean Parish Crossing Home Owners' Association, Inc. a Georgia non-profit corporation, its successors or assigns.

"Board of Directors" or "Board" shall mean the body responsible for administration of the Association, selected as provided in the Bylaws and generally serving the same role as the board of directors under Georgia corporate law.

"Builder" shall mean any Person who purchases one (1) or more Lots for the purpose of constructing improvements thereon for later sale to consumers or who purchases one (1) or more parcels of land within the Community for further subdivision, development, and/or resale in the ordinary course of such Person's business, and identified by the Declarant in writing as a "Builder" for purposes of this Declaration. Any Person occupying or leasing a Lot for residential purposes shall cease to be considered a Builder with respect to such Lot (i) immediately upon occupancy of the Lot for residential purposes, notwithstanding that such Person originally purchased the Lot for the purpose of constructing improvements for later sale to consumers, or (ii) upon written notice to such Person from the Declarant terminating such Person's status as a "Builder" hereunder.

"Bylaws" shall mean the Bylaws of the Association, as the same may be amended or supplemented from time to time.

"Class "A" Members" shall mean those Members of the Association defined in Section 3.02(a) of this Declaration.

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"Class "B" Member" shall mean the Declarant as set forth in Section 3.02(b) of this Declaration.

"Common Area" shall mean all real and personal property, including but not limited to easements, which the Association owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners, and all property, including drainage ponds and easements within the boundaries of the Community and not specifically deeded to any individual or entity.

"Common Expenses" shall mean the actual and estimated expenses incurred, or anticipated to be incurred, by the Association, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents. Except as otherwise authorized by this Declaration, Common Expenses shall not include any expenses incurred during the Development Period for initial development, original construction, initial installation of infrastructure, original capital improvements, or other new construction costs unless approved by a Majority of the total Class "A" votes of the Association.

"Community" shall mean the real property described on Exhibit "A," together with such additional property as may be subjected to this Declaration in accordance with Article 7.

"Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Community as initially established by the Declarant. After the Development Period terminates, such standard may be more specifically determined by the Board of Directors and the ARC as provided herein.

"Declarant" shall mean COLONIAL COAST DEVELOPMENT COMPANY, a Georgia Corporation, or any successor, successor-in-title, or assign who takes title to any portion of the property described on Exhibit "A," (or any additional property submitted to this Declaration) for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant. Upon such designation of successor Declarant, all rights and obligations of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that as to all of the Community, there shall be only one person or legal entity entitled to exercise the rights and powers of the "Declarant" at anyone time.

"Development Period" shall mean the period of time defined in Section 13.01 hereof during which the Declarant shall be afforded special privileges, rights, immunities, exceptions and other preferential treatment.

"General Assessment" shall mean assessments levied on all Lots subject to assessment under Article 8 to fund Common Expenses for the general benefit of all Lots, as more particularly described in Sections 8.01 and 8.03 of this Declaration.

"Governing Documents" shall mean and refer collectively to this Declaration and any applicable Supplemental Declaration, the Bylaws, the Articles, the Standards, and the Use

Restrictions and Rules, and all additional covenants governing any portion of the Community, as each may be amended from time to time.

**"Lot"** shall mean a portion of the Community, whether improved or unimproved, which is intended for development, use, and occupancy as a residence for a single family. The term shall include within its meaning, by way of illustration but not limitation, each numbered lot shown on a subdivision plat filed in the Public Records by Declarant with respect to any portion of the Community, together with the structures, if any, constructed thereon, as well as vacant land intended for further subdivision, but shall not include Common Areas or property dedicated to the public. In the case of a portion of the Community intended and suitable for subdivision into single-family lots but as to which no subdivision plat has been filed, such property shall be deemed to be a single Lot until such time as a subdivision plat is filed of record with respect to all or a portion of the property. Thereafter, the portion encompassed by such plat shall contain the number of Lots determined as set forth in the preceding paragraph and any portion not platted shall continue to be treated as a single Lot.

**"Majority"** shall mean those votes, Owners, Members, or other group, as the context may indicate, totaling more than fifty (50%) percent of the total eligible number thereof.

**"Member"** shall mean a Person subject to membership in the Association pursuant to Article 2 of this Declaration.

**"Mortgage"** shall mean a mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Lot.

**"Mortgagee"** shall mean a beneficiary or holder of a Mortgage.

**"Nuisance"** shall mean, but not be limited to, any usage of a Lot or other portion of the Community that:

- A. so annoys, disturbs or affects any Owner or occupant of any other Lot or the owners or occupants of lands contiguous to the Community so as to obstruct or interfere with the reasonable or compatible use of such other Lot or property or so as to render usage of the Lot dangerous or damaging to Persons or property thereon;
- B. violates federal, state, county or municipal law or other governmental regulation;
- C. violates, in whole or in part, the terms and conditions of this Declaration;
- D. emits dust, fumes, odors, dirt, or cinders into the atmosphere or discharges liquid, solid waste or other matter onto any other Lot or waterway, and which in the opinion of the ARC, may adversely affect the health, safety, comfort of, or intended use of the Community; or
- E. emits vibration, noise, sound or disturbance which, in the opinion of the ARC, is objectionable or harmful due to intermittence, beat, frequency, strength, shrillness, or volume.

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**"Owner"** shall mean one or more Persons who hold the record title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is owned by more than one (1) Person, all such Persons shall be jointly and severally obligated to perform the responsibilities of such Owner.

**"Person"** shall mean a natural person, a corporation, a partnership, a limited liability company, a fiduciary acting on behalf of another person, or any other legal entity.

**"Pond(s)"** shall mean any pond, detention or retention facility, drainage facility, or other body of water located within the Community, whether used for recreational purposes or otherwise.

**"Public Records"** shall mean the Office of the Clerk of the Superior Court of Liberty County, Georgia, or such other place which is designated as the official location for the recording of deeds and similar instruments affecting title to real estate in Liberty County, Georgia.

**"Special Assessment"** shall mean assessments levied in accordance with Section 8.05 of this Declaration.

**"Specific Assessment"** shall mean an assessments levied in accordance with Section 8.06 of this Declaration.

**"Standards"** shall mean those architectural standards and design guidelines and procedures applicable to all or any portion of the Community promulgated and administered pursuant to Article 9 hereof.

**"Supplemental Declaration"** shall mean an instrument filed in the Public Records pursuant to Article 7 which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument.

**"Use Restrictions and Rules"** shall mean those use restrictions and rules affecting the Community, which may be adopted, modified and repealed as set forth in Article 10. The initial Use Restrictions and Rules are set forth in this Declaration.

## ARTICLE II PROPERTY RIGHTS

**Section 2.01. Common Area.** Every Owner, including owners of Lots in additional phases of Parish Crossing, shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Area, which is appurtenant to and shall pass with the title to each Lot, subject to:

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(a) This Declaration and all other Governing Documents, as well as any other applicable covenants;

(b) Any restrictions or limitations contained in any deed conveying such property to the Association or otherwise appearing in the Public Records with respect to the Community or any part thereof prior to any such conveyance;

(c) The right of the Board and the membership to adopt, amend and repeal rules pursuant to Article 10 regulating the use and enjoyment of the Common Area, including rules limiting the number of or prohibiting the use by guests who may use the Common Area;

(d) The right of the Board to suspend the right of an Owner to use all or any portion of the Common Area pursuant to the Governing Documents;

(e) The right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area;

(f) The right of the Board to impose reasonable membership requirements and charge reasonable admission or other use fees for the use of any recreational facilities situated upon the Common Area;

(g) The right of the Board to permit use of any recreational facilities situated on the Common Area by persons other than Owners, their families, lessees and guests upon payment of such use fees as the Board may establish;

(h) The right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(i) All rights and privileges of the Declarant set forth in the Governing Documents, including the right of the Declarant to use such property during the Development Period without payment or charge for such purposes as Declarant, in its sole discretion, deems necessary and proper.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases his or her Lot shall be deemed to have assigned all such rights to the lessee of such Lot; provided that the Owner shall remain responsible for payment of all assessments and other charges as provided herein.

**Section 2.02. No Partition.** Except as permitted in this Declaration, there shall be no judicial partition of the Common Area. No Person shall seek any judicial partition unless the portion of the Common Area which is the subject of such partition action has been removed from the provisions of this Declaration. This Section shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing

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of real property which may or may not be subject to this Declaration.

**Section 2.03. Condemnation.** If any part of the Common Area shall be taken or conveyed in lieu of and under threat of condemnation by any authority having the power of condemnation or eminent domain, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine. In this connection, the Association, acting through the Board, shall be sole representative with respect to condemnation proceedings concerning the Common Area and shall act as attorney-in-fact for all Owners in such matters.

**Section 2.04. View Impairment.** Neither the Declarant nor the Association guarantees or represents that any view over and across the Common Area from Lots will be preserved without impairment. Without limiting the generality of the foregoing, the Declarant and the Association shall have no obligation to prune or thin trees or other landscaping, and shall have the right to add trees and other landscaping within the Community.

**Section 2.05. Zoning Conditions.** The Community is subject to and shall be governed by all applicable zoning and land use regulations and other restrictions, laws, ordinances, and regulations imposed by governmental bodies having jurisdiction over the Community and its use. No Owner or any other Person may apply for or join in an application to amend, vary or modify the zoning ordinance applicable to, or rezone or apply for any zoning variance or waiver, as to all or any portion of the Community without the prior written consent of Declarant. Notwithstanding the foregoing, Declarant may apply for such rezoning as to any portion of the Community owned by it at any time during the Development Period.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

**Section 3.01. Membership.** Every Owner shall be a Member of the Association as a function of Lot ownership and there shall be one Association for all phases of Parish Crossing. There shall be only one (1) membership per Lot. If a Lot is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions, if any, on voting set forth in the Bylaws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

**Section 3.02. Voting.** The Association shall have two (2) classes of membership, Class "A" and Class "B."

(a) Class "A". Class "A" Members shall be all Owners except the Class "B" Member, if any. Membership is mandatory and automatic as a function of home ownership. Class "A" Members shall have one (1) equal vote for each Lot in which they hold

the interest required for membership hereunder; provided, there shall be only one (1) vote per Lot. No vote shall be exercised for any property which is exempt from assessment under Section 8.10.

In any situation where there is more than one Owner of a Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and notify the Secretary of the Association in writing prior to the vote being taken. Absent such notice, the Lot's vote shall be suspended if more than one Person seeks to exercise it.

(b) Class "B". The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve or withhold approval of actions proposed under the Declaration, the Bylaws, and the Articles, are specified in the relevant sections of this Declaration, the Bylaws and the Articles. The Class "B" Member may appoint the members of the Board of Directors until the first to occur of the following (the "Class B Control Period"):

(i) within one hundred eighty (180) days after 100% of the property described in Exhibit "A" has been developed and conveyed to Persons other than Declarant;

(ii) December 31, 2020; or

(iii) when Declarant voluntarily terminates such membership earlier by filing a written notice of termination in the Public Records.

At such time, the Class "B" membership shall terminate, and the Declarant shall become a Class "A" Member entitled to one (1) Class "A" vote for each Lot which it owns.

#### ARTICLE IV RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

**Section 4.01. Function of Association.** Subject to the rights of Declarant and the other provisions of this Declaration, the Association shall be the entity responsible for management, maintenance, operation and control of the Area of Common Responsibility. Subject to the rights of the Declarant and the other provisions of this Declaration, the Association shall also be the primary entity responsible for enforcement of this Declaration, the Standards, the Use Rules and Regulations, and such reasonable rules regulating use of the Community as the Board or the membership may adopt pursuant to Article 10. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Georgia.

**Section 4.02. Common Area.** All owners, including owners of Lots in additional phases of Parish Crossing, shall have equal access and right of use to all shared and common facilities or area. The Association, subject to the rights of the Owners and Declarant set forth



in this Declaration, shall manage and control the Common Area and all improvements thereon (including, without limitation, landscaping, furnishings, equipment, and other personal property of the Association used in connection with the Common Areas (excluding air conditioning units and air conditioning unit support structures, which shall be the sole responsibility of the Owner that the unit serves)), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the Governing Documents and consistent with the Community-Wide Standard. Said continued maintenance of open and shared space shall be perpetual and shall at all times comply with the Liberty and Long County Code of Ordinances and Zoning Ordinance. The Board is specifically authorized, but not obligated, to retain or employ professional management to assist in carrying out the Association's responsibilities under the Governing Documents, the cost of which shall be a Common Expense. If the Association fails to maintain the Common Area in a reasonable condition, the City of Hinesville may enter upon the common space and maintain it for one year and thereafter until the Association is prepared to provide maintenance. The cost of such maintenance shall be assessed against the Lots within the development and shall become a lien upon said properties.

**Section 4.03. Personal Property and Real Property for Common Use.** Subject to the remaining provisions of this Declaration, the Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Declarant and its designees may convey to the Association improved or unimproved real estate, or interests in real estate, located within the properties or personal property and leasehold and other property interests. Such property shall be accepted by the Association "AS IS" and thereafter shall be maintained and operated by the Association at its expense for the benefit of its Members, subject to any restrictions, conditions, and provisions set forth in the deed or other instrument transferring such property to the Association. Declarant shall not be required to make any improvements whatsoever to the property conveyed to the Association, including, without limitation, dredging or removing silt from the Ponds. Upon written request of Declarant, the Association shall reconvey to Declarant any unimproved portions of the Community originally conveyed by Declarant to the Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make adjustments in property lines or otherwise appropriately and profitably develop the Community (as determined by Declarant in its sole discretion).

**Section 4.04. Enforcement.** The Board or any committee established by the Board or this Declaration (to include the ARC), with the Board's approval, may impose sanctions for violation of the Governing Documents in accordance with applicable procedures set forth in the Bylaws. Such sanctions may include, without limitation:

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

- (b) suspending any Owner's right to vote;
- (c) suspending any Person's right to use the Common Area, provided, however, that nothing herein shall authorize the Board to limit ingress and egress to or from a Lot;
- (d) suspending any services provided by the Association to an Owner or an Owner's Lot; and
- (e) levying Specific Assessments to cover costs incurred in bringing a Lot into compliance in accordance with Sections 8.06 and 8.07 of this Declaration.

In addition, the Board may elect to enforce any provision of the Governing Documents by entering the Lot and exercising self-help (including the towing of vehicles that are in violation of parking rules, the removal of pets that are in violation of pet rules, or the correction of maintenance, construction or other violations of the Governing Documents) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedures set forth herein or in the Bylaws.

The Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action. Any such determination shall not be construed as a waiver of the right to enforce such provision under other circumstances or prevent the Association from enforcing any other covenant, restriction or rule.

All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. IN ANY ACTION TO ENFORCE THE PROVISIONS OF THE GOVERNING DOCUMENTS OR ASSOCIATION RULES, IF THE ASSOCIATION PREVAILS IT SHALL BE ENTITLED TO RECOVER ALL COSTS, INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES AND COURT COSTS, REASONABLY INCURRED IN SUCH ACTION.

**Section 4.05. Implied Rights: Board Authority.** The Association may exercise any right or privilege given to it expressly by this Declaration or the Bylaws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

**Section 4.06. Governmental Interests.** During the Development Period, the Declarant may designate sites within the Community for fire, police, and utility facilities, public parks, streets, and other public, quasi-public, or private facilities. No membership approval shall be required for such designation. The sites may include Common Areas, in which case the Association shall take whatever action is required with respect to such site to

permit such use, including conveyance of the site, if so directed by Declarant. The sites may include other property not owned by Declarant provided the owner of such property consents to such inclusion.

**Section 4.07. Indemnification.** THE ASSOCIATION SHALL INDEMNIFY EVERY OFFICER, DIRECTOR, AND COMMITTEE MEMBER, INCLUDING, WITHOUT LIMITATION, MEMBERS OF THE ARC, AGAINST ALL DAMAGES AND EXPENSES, INCLUDING ATTORNEYS' FEES, REASONABLY INCURRED IN CONNECTION WITH ANY ACTION, SUIT, OR OTHER PROCEEDING (INCLUDING SETTLEMENT OF ANY SUIT OR PROCEEDING, IF APPROVED BY THE THEN BOARD OF DIRECTORS) TO WHICH HE OR SHE MAY BE A PARTY BY REASON OF BEING OR HAVING BEEN AN OFFICER, DIRECTOR, OR COMMITTEE MEMBER, EXCEPT THAT SUCH OBLIGATION TO INDEMNIFY SHALL BE LIMITED TO THOSE ACTIONS FOR WHICH LIABILITY IS LIMITED UNDER THIS SECTION, THE ARTICLES OF INCORPORATION, OR GEORGIA LAW.

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

**Section 4.08. Dedication of Common Areas.** The Association may dedicate or grant easements across, over, and under portions of the Common Area to Liberty County or The City of Hinesville, Georgia, or to any other local, state, or federal governmental or quasi-governmental entity, or to any private or public utility company, or conservation preservation group subject to such approval as may be required by this Declaration. Notwithstanding the foregoing, no such dedication or grant shall be made by the Association during the Development Period without the written consent of Declarant.

**Section 4.09. Security.** The Association may, but shall not be obligated to, maintain or support certain activities within the Community designed to make the Community safer than it otherwise might be. NEITHER THE ASSOCIATION NOR THE DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE COMMUNITY, NOR SHALL ANY OF THEM BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE

ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY SECURITY SYSTEM OR MEASURES, INCLUDING ANY MECHANISM OR SYSTEM FOR LIMITING ACCESS TO THE COMMUNITY, CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS TENANTS AND ALL OCCUPANTS OF ITS LOT THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, AND THE DECLARANT ARE NOT INSURERS AND THAT EACH PERSON USING THE COMMUNITY ASSUMES ALL RISKS OF PERSONAL INJURY AND LOSS OR DAMAGE TO PROPERTY, INCLUDING LOTS AND THE CONTENTS OF LOTS, RESULTING FROM ACTS OF THIRD PARTIES.

**Section 4.10. Provision of Services.** The Association may provide services and facilities for the Members of the Association and their guests, lessees and invitees. The Association shall be authorized to enter into contracts or other similar agreements with other entities, including Declarant, to provide such services and facilities, and may make promissory notes and grant security title to and interests in the Common Area and other property of the Association to secure payment under such contracts. The costs of services and facilities provided by the Association may be funded by the Association as a Common Expense. In addition, the Board shall be authorized to charge use and consumption fees, impact fees, and other fees for services and facilities through Specific Assessments, by requiring payment at the time the service or facility is provided, or by other appropriate means. As an alternative, the Association may arrange for the costs of the services and facilities to be billed directly to Owners by the provider(s) of such services and facilities. By way of example only, some services and facilities which may be provided include landscape maintenance, garbage collection, fire protection, wastewater collection, treatment and disposal, dock access for boats, etc. The Board, without approval of the Class "A" Members of the Association, but subject to the restrictions, conditions, and provisions of the Governing Documents and any other agreement relevant to the provided services, shall be permitted to modify or cancel existing services or facilities provided, if any, or to provide additional services and facilities. Nothing contained herein shall be construed as a representation as to the services and facilities, if any, which will be provided by the Association.

**Section 4.11. Relationship with Tax-Exempt Organizations.** The Declarant or the Association may create, enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over, across and under the Common Area, or any portion thereof, to non-profit, tax-exempt organizations for the benefit of the Community. The Association may contribute money, real or personal property or services to any such entity. Any such contribution shall be a Common Expense and included as a line item in the Association's annual budget. For purposes of this Section a "tax exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code, including but not limited to, Sections 501(c)(3) or 501(c)(4).

ARTICLE V  
MAINTENANCE

Section 5.01. Association's Responsibility.

(a) Maintenance Activities. Subject to the other provisions of this Declaration, the Association shall maintain and keep in good repair the Area of Common Responsibility, which shall include, but need not be limited to:

- (i) the Common Area,
- (ii) recreational amenities, open space, and all landscaping, signage, lighting, irrigation systems and equipment, fences, walls, and other structures and improvements, sidewalks, and paths situated upon the Common Area;
- (iii) landscaping and signage within public rights-of-way within the Community, as deemed necessary or appropriate in the discretion of the Board;
- (iv) All drainage systems, storm water retention or detention systems for the Community, including maintaining the grade and slope of any Ponds, fencing, retaining walls, bulkheads or dams (earthen or otherwise), provided that the Association shall not be responsible for otherwise ensuring the safety of such Ponds, or maintaining the water level therein;
- (v) such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, or any contract or agreement for maintenance thereof entered into by the Association;
- (vi) all furnishings, equipment and other personal property of the Association; and
- (vii) any property and facilities owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from the Declarant to the Association and to remain a part of the Area of Common Responsibility and to be maintained by the Association unless and until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.

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

- (b) Discontinuation of Activities. There are hereby reserved to the

Association easements over the Community as necessary to enable the Association to fulfill its responsibilities under this Declaration. The Association shall maintain the facilities and improvements within the Area of Common Responsibility in continuous operation, except for any periods necessary, as determined in the sole discretion of the Board, to perform required maintenance or repairs, unless Members representing seventy-five (75%) percent of the Class "A" votes in the Association and the Class "B" Member, if any, agree in writing to discontinue such operation.

Except as provided above, the Area of Common Responsibility shall not be reduced by amendment to this Declaration or any other means during the Development Period except with the prior written approval of the Declarant.

(c) Costs of Maintenance. Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Lots as part of the General Assessment, without prejudice to the right of the Association to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, other recorded covenants, or agreements with the owner(s) thereof.

(d) Performance by Declarant. In the event the Association fails to properly and timely perform its maintenance responsibilities hereunder and comply with the Community-Wide Standard at any time during the Development Period, the Declarant may, upon not less than five (5) calendar days notice and opportunity to cure such failure, cause such maintenance to be performed and in such event, shall be entitled to reimbursement from the Association for all costs incurred.

**Section 5.02. Owners' Responsibility.** Each Owner shall maintain his or her Lot and all structures, parking areas, and other improvements comprising the Lot in a manner consistent with the Community-Wide Standard and all Governing Documents. In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibility, the Association may perform such maintenance responsibilities and levy a Specific Assessment of all costs incurred by the Association against the Lot and the Owner. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation. Entry by the Association or its agents under this Section shall not constitute trespass.

**Section 5.03. Standard of Performance.** Unless otherwise specifically provided herein or in other instruments creating and assigning such maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary. All maintenance shall be performed in a manner consistent with the Community-Wide Standard and the Governing Documents. The Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property which it does not own except to the extent it has been negligent in the performance of its maintenance responsibilities hereunder.

**ARTICLE VI  
INSURANCE**

**Section 6.01    Owners' Insurance.** By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on the Owner's Lot, less a reasonable deductible. Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising the Owner's Lot, the Owner shall proceed promptly to repair or to reconstruct the same in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article 9 of this Declaration. Alternatively, with the consent of the Board (and the Declarant, if during the Development Period), the Owner shall clear the Lot of all debris and ruins and maintain the Lot in a neat and attractive, landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs which are not covered by insurance proceeds. The Owner shall provide a copy of the policy of insurance to the Association annually or periodically as requested by the Association.

**Section 6.02.    Limitation of Liability.** Notwithstanding the duty of the Association to maintain and repair portions of the Area of Common Responsibility and other areas within the Community, neither the Association, its Board of Directors or committees, its successors or assigns, Declarant, nor any officer, member, manager, shareholder, director or committee member, employee, contractor, or agent of any of them (collectively, the "**Association Protected Parties**"), shall be liable to any Member or their family members, guests, invitees, agents, servants, contractors or tenants for any injury, loss of life, or damage sustained in the Area of Common Responsibility or other area maintained by the Association, or for any injury or damage caused by the negligence or misconduct of any Members or their family members, guests, invitees, agents, servants, contractors or tenants, whether such loss occurs on the Area of Common Responsibility or on individual Lots.

EACH OWNER, BY VIRTUE OF THE ACCEPTANCE OF TITLE TO HIS OR HER LOT, AND EACH OTHER PERSON HAVING AN INTEREST IN OR RIGHT TO USE ANY PORTION OF THE COMMUNITY, BY VIRTUE OF ACCEPTING SUCH INTEREST OR RIGHT TO USE, SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS, AND CAUSES OF ACTION AGAINST THE ASSOCIATION PROTECTED PARTIES ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION PROTECTED PARTIES HAS BEEN DISCLAIMED UNDER THIS SECTION. EACH OWNER, ON BEHALF OF SAID OWNER AND THE OWNER'S FAMILY MEMBERS, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR TENANTS DOES HEREBY FURTHER SPECIFICALLY RELEASE AND DISCHARGE THE ASSOCIATION PROTECTED PARTIES FROM THE FOREGOING MATTERS FOR WHICH THE LIABILITY OF THE ASSOCIATION PROTECTED PARTIES HAS BEEN DISCLAIMED AND COVENANTS NOT TO SUE THE ASSOCIATION PROTECTED PARTIES FOR THE SAME.

**ARTICLE VII**  
**ANNEXATION AND WITHDRAWAL OF PROPERTY**

**Section 7.01. Annexation Without Approval of Membership.** At any time during the Development Period and for a period of ten (10) years thereafter, Declarant may unilaterally subject to the provisions of this Declaration real property identified by Declarant in a Supplemental Declaration filed in the Public Records. Such Supplemental Declaration shall not require the consent of Members, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing of such Supplemental Declaration in the Public Records unless otherwise provided therein. Nothing in this Declaration shall be construed to require the Declarant or any successor to annex or develop any such additional property in any manner whatsoever. The right of Declarant to subject additional property to the provisions of this Declaration during the Development Period is unconditional and may not be disturbed or impaired by the Association, Board, or any other Person.

**Section 7.02. Annexation With Approval of Membership.** The Association may annex any real property to the provisions of this Declaration with the consent of the owner of such property, the affirmative vote of Members representing a majority of the Class "A" votes of the Association represented at a meeting duly called for such purpose, and during the Development Period, the written consent of the Declarant.

Such annexation shall be accomplished by filing a Supplemental Declaration describing the property being annexed in the Public Records. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the annexed property, and by the Declarant, if the Declarant's consent is required. Any such annexation shall be effective upon filing unless otherwise provided therein.

**Section 7.03. Withdrawal of Property.** The Declarant reserves the right to amend this Declaration during the Development Period for the purpose of removing any portion of the Community from the coverage of this Declaration, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Community (as determined by Declarant in its absolute discretion). Such amendment shall not require the consent of any Person other than the Owner of the property to be withdrawn, if not the Declarant. If the property is Common Area, the Board, on behalf of the Association, shall execute a written consent to such withdrawal notwithstanding any other provision herein to the contrary, provided that the failure of the Board to provide such written consent within thirty (30) days of Declarant's notice to the Board of its intent to withdraw such property shall be deemed conclusive evidence of such consent. In the event the Association, at its cost and expense (and without contribution from Declarant), erects any structures on or makes other substantial improvements to the Common Area to be withdrawn, the Declarant shall pay to the Association the fair market value of such improvements (as calculated by Declarant in good faith) within sixty (60) days of such withdrawal.



**Section 7.04. Additional Covenants and Easements.** The Declarant may subject any portion of the Community to additional covenants and easements by filing a Supplemental Declaration in the Public Records, concurrent with or after the annexation of the subject property, setting forth such additional covenants and easements. Any such Supplemental Declaration shall require the written consent of the owner(s) of the subject property only, if other than the Declarant. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property (as determined by Declarant in its absolute discretion).

**Section 7.05. No Amendment.** This Article shall not be amended during the Development Period without the prior written consent of Declarant.

#### ARTICLE VIII ASSESSMENTS AND UTILITY CHARGES

**Section 8.01. Creation of and Obligation for Assessments.**

(a) Types. There are hereby created, and the Association is authorized to levy, assessments for the Common Expenses of the Association in performing its responsibilities. Such assessments shall commence at the time and in the manner set forth in this Article. There shall be three types of assessments: (a) General Assessments as described in Section 8.03; (b) Special Assessments as described in Section 8.05; and (c) Specific Assessments as described in Section 8.06. Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Community, is deemed to covenant and agree to pay these assessments.

(b) Personal Obligation and Lien. All assessments, together with interest (computed from the due date of such assessment at a rate established by the Board, subject to the limitations of Georgia law), late charges established by the Board (subject to the limitations of Georgia law), costs, and reasonable attorneys' fees, shall be a charge and continuing lien upon each Lot and also shall be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. However, no first Mortgagee who obtains title to a Lot by exercising the remedies provided in its Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

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

(d) Payment of Assessments. Assessments shall be paid in such

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manner and on such dates as the Board may establish which may include discounts for early payment or similar time/price differentials. The Board may require advance payment of assessments at closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment. The General Assessment shall be an annual assessment due and payable in advance on the first day of each fiscal year; provided, the Board may by resolution permit payment in two or more installments. If any Owner is delinquent in paying any assessments or other charges levied on his Lot, the Board may accelerate the installments and require all of the General Assessment to be paid in full immediately.

(e) Absolute Obligation. No Owner may exempt himself from liability for assessments by non-use of Common Area, abandonment of his Lot, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

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

**Section 8.02. Declarant's Obligation for Assessments.** During the Development Period, Declarant shall not be liable for payment of assessments, whether General, Special, Specific or otherwise; provided, however, Declarant may annually elect, but is not required, to contribute to the Association either (a) an amount equal to the assessments on all of its unsold Lots, notwithstanding the commencement date set forth in Section 8.08 hereinbelow, or (b) the difference between the amount of assessments levied on all other Lots subject to assessment and the amount of actual expenditures by the Association during the fiscal year (a "Subsidy"). After termination of the Development Period, the Declarant shall pay assessments on its Lots subject to assessment in accordance with Section 8.08 hereof in the same manner as any other Owner.

The Declarant may, but shall not be obligated to, make any Subsidy. Any such Subsidy may be treated in the Declarant's discretion as either: a voluntary contribution; an advance against future assessments (if any); or a loan by the Declarant to the Association. Any such advances may be evidenced by promissory notes from the Association in favor of the Declarant or the Declarant may cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for such a loan in the local area of the Community.

Any such Subsidy shall be disclosed as a line item in the Common Expense budget and the treatment of such Subsidy shall be made known to the membership. The payment of such Subsidy in any year shall under no circumstances obligate the Declarant to continue

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payment of such Subsidy in future years, unless otherwise provided in a written agreement between the Association and the Declarant.

**Section 8.03. Computation of General Assessments.** At least thirty (30) days before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Common Expenses during the coming year, which may include a capital contribution to establish a reserve fund. General Assessments shall be fixed at a uniform rate for all Lots subject to assessment under Section 8.08. Such assessment rate shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including reserves. In determining the total funds to be generated through the levy of General Assessments, the Board, in its discretion, may consider other sources of funds available to the Association, including any surplus from prior years and any assessment income expected to be generated from any additional Lots.

The Board shall send a copy of the final budget and notice of the amount of the General Assessment for the following year to each Owner at least thirty (30) days prior to the beginning of the fiscal year for which it is to be effective. Such budget and assessment shall become effective unless disapproved at a meeting by at least 67% of the Class "A" Members and by the Class "B" Member, if such exists. There shall be no obligation to call such a meeting unless a petition for a special meeting is presented to the Board within ten (10) days of the delivery of the notice of assessment.

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

**Section 8.04. Reserve Budget and Capital Contribution.** The Board may prepare a reserve budget which takes into account the number and nature of replaceable assets within the Area of Common Responsibility, the expected life of each asset, and the expected repair or replacement cost. If established, the Board shall include as a line item in the Common Expense budget capital contribution in an amount sufficient to permit meeting the projected needs of the Association over the budget period. There shall be no obligation to establish a reserve budget and make such assessments. If reserves are not established or are insufficient for the repair or replacement of any capital asset, Special Assessments may be levied.

Upon acquisition of record title to a Lot by the first Owner thereof other than the Declarant or a Builder, a contribution shall be made by or on behalf of the purchaser to the capital reserve account of the Association in an amount equal to annual General Assessment per Lot for that year (or such lesser or greater amount as determined by the Board). This amount shall be in addition to, not in lieu of, the annual General Assessment and shall not be considered an advance payment of any assessment. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in owning and maintaining the capital assets of the Association.

**Section 8.05. Special Assessments.** In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover unbudgeted

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expenses or expenses in excess of those budgeted. Any Special Assessment which would exceed the amount of the General Assessment in any fiscal year shall require the affirmative vote or written consent of a majority of the total Class "A" votes in the Association, and the affirmative vote or written consent of the Class "B" Member, if such exists. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. Except as otherwise provided in Section 8.08, Special Assessments shall be levied equally on all Lots.

**Section 8.06. Specific Assessments.** The Association shall have the power to levy Specific Assessments against a particular Lot as follows:

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

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

(c) to cover any tax liability in case of default.

**Section 8.07. Lien for Assessments.** The Association shall have a lien against each Lot to secure payment of delinquent assessments, as well as interest at a rate set by the Board (subject to the maximum interest rate limitations of Georgia law), late charges in such amount as the Board may establish (subject to the limitations of Georgia law), costs of collection, and attorneys fees. Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure in the same manner as mortgages are foreclosed under Georgia law.

The Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be

levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

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

**Section 8.08. Date of Commencement of Assessments.** The obligation to pay assessments shall commence as to each Lot on the first day of the month following: (a) the month in which the Board shall establish the Common Expense budget and levy assessments, or (b) the date upon which the Lot is conveyed or transferred from the Declarant to an Owner for residential occupancy, whichever is later. The first annual General Assessment levied on each Lot, whether levied at the partial or full rate, shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot.

**Section 8.09. Failure to Assess.** Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay General Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

**Section 8.10. Exempt Property.** The following property shall be exempt from payment of assessments:

(a) all Common Area and such portions of the Community owned by the Declarant as are included in the Area of Common Responsibility pursuant to Section 5.01;

(b) any property dedicated to and accepted by any governmental authority or public or private utility; and

(c) any property that is owned by a charitable nonprofit corporation or public agency whose primary purposes include the acquisition and preservation of recreational and open space for public benefit and held by such agency or organization for such recreational and open space purposes.

**Section 8.11. Utility Charges.**

(a) Water and Power. The Association will be served by W & D Utilities community water and by Canoochee Electric Membership Corporation (being collectively referred to as the "Utility Providers"). The Association and all Owners shall timely pay to the Utility Providers all impact fees, connection fees, monthly service fees, usage fees, and other fees and charges assessed by said Utility Providers (collectively, the "Utility Charges") for the respective services provided to the Association and the Owners. All impact fees, connection fees and other fees not regularly occurring shall be invoiced and paid by the Owner at the time of purchase of the Owner's Lot, and all other Utility Charges shall be paid by the Owner, or if for utilities relating to Common Area, by the Association, monthly or as otherwise invoiced by the Utility Providers. The failure to pay any such Utility Charges when due shall constitute a violation of this Declaration and shall entitle the Association or the Declarant, as the case may be, to enforce payment of the same as authorized by Section 4.04 hereof and the laws of the State of Georgia.

(b) Easements; Owner Responsibility. By virtue of providing utility services to the Community, the Utility Providers are hereby granted an easement over and across the Community and the Lots therein for the purpose of constructing, maintaining, operating, repairing, and replacing said utility systems as set forth in Article 11 of this Declaration. Notwithstanding the obligation of the Utility Providers to furnish the water, wastewater and power services described herein, each Owner shall be solely responsible for maintaining, repairing, and replacing, as needed and at the Owner's sole cost, all lines, pipes and other components of said water and wastewater systems located on the Owner's Lot and dedicated to said Lot, unless such maintenance, repair and replacement obligations are assumed by the Utility Providers in writing. All Owners and their Lots are bound to the respective water and wastewater systems serving the Community, and neither the Association nor any Owner shall be permitted to drill a well on any Lot for any purpose other than irrigation, or dispose of wastewater by individual septic tank or other means, but shall at all times use and remain connected to the water and wastewater systems servicing the Community as a whole.

**ARTICLE IX  
ARCHITECTURAL STANDARDS**

**Section 9.01. General.** No structure shall be placed, erected, or installed upon any Lot, and no improvements shall take place except in compliance with this Article, and with the prior written approval of the reviewing body specified in Section 9.02 hereof. This Article shall not apply to the activities of the Declarant, a Builder, or the Association. This Article may not be amended during the Development Period without the Declarant's written consent.

**Section 9.02. Architectural Review.**

(a) New Construction. During the Development Period, the Declarant shall have exclusive authority to administer and enforce architectural controls under

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this Article and to review and act upon all applications for original construction and modification within the Community. There shall be no surrender of this right prior to that time except in a written instrument assigning such right in recordable form executed by Declarant and filed in the Public Records; it being acknowledged that Declarant may condition such assignment during the Development Period as deemed appropriate by Declarant.

(b) Modifications. Upon the expiration or assignment of the Declarant's authority to control architectural review for all or a portion of the Community, the Board shall create and appoint an Architectural Review Committee ("ARC"). The ARC shall consist of at least three (3), but not more than five (5), persons who shall serve and may be removed in the Board's discretion; provided, however that the Declarant shall be entitled to appoint and remove (and reappoint as necessary) all members of the ARC during the Development Period. Unless otherwise specifically consented to by Declarant by formal amendment hereto filed in the Public Records, the ARC shall have no rights or authority until the Declarant's authority expires or is assigned. At such time, the ARC shall have authority over modifications, additions, or alterations made on or to existing structures on Lots. At any time during the review process (and assuming that the Declarant has assigned to the ARC the requisite authority), the Declarant shall have the right to veto any action taken by the ARC during the Development Period.

**Section 9.03. Enforcement.** Any structure, improvement or alteration to any structure or improvement placed or made in violation of this Article or the Standards shall be deemed to be nonconforming, unless a variance has been granted. Upon written request from the Board or the Declarant, Owners shall, at their own cost and expense, remove such structure, improvement or alteration and restore the property to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Declarant or the Board shall have the right to record a notice of violation in the Public Records and to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with interest at the maximum rate then allowed by law, may be assessed against the Owner and Lot and collected as a Specific Assessment.

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

Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Standards may be

excluded by the Board from the Community, subject to the notice and hearing procedures contained in the Bylaws. In such event, neither the Association, its officers, or directors shall be held liable to any Person for exercising the rights granted by this Section.

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

#### ARTICLE X USE RESTRICTIONS AND RULES

**Section 10.01. General.** This Article sets out certain use restrictions that must be complied with by all Owners and occupants of any Lot. All Lots and other property constituting the Community shall be used only for residential, recreational, and related purposes (which may include, without limitation, model homes, sales offices for Declarant and or Builders, an information center and/or sales office for any real estate broker or agent retained by Declarant to assist in the sale of property within the Community, offices of any property manager retained by the Association, business offices of the Declarant or the Association and related parking facilities) consistent with this Declaration and any Supplemental Declaration. Each Owner, by acceptance of a deed or entering into and recording a contract of sale, acknowledges and agrees that the use and enjoyment and marketability of his or her Lot can be affected and that the Use Restrictions and Rules may change from time to time as provided in this Declaration; provided, however that this Article shall not extend or apply to Declarant or any Builder during the Development Period.

**Section 10.02. Occupants and Others Bound.** All provisions of this Declaration and of any rules and regulations governing the conduct of Owners and establishing sanctions against Owners shall also apply to all occupants, tenants, guests and invitees even though such persons are not specially mentioned herein.

**Section 10.03. Residential Use.** Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot or any part of the Community, including business uses ancillary to a primary residential use, except that the Owner or occupant residing in a dwelling on a Lot may conduct such ancillary business activities within that dwelling so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the dwelling; (b) the business activity conforms to all applicable zoning and other governmental requirements; (c) the business activity does not increase traffic in the Community in excess of what would be expected for residential dwellings in the Community without the business activity (other than routine and minimal deliveries by couriers, express mail carriers, parcel delivery services and other such similar residential delivery services); (d) 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 (e) 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.

No other business, trade, or similar activity shall be conducted upon a Lot without the prior written consent of the Board. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing or regular 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: (a) such activity is engaged in full or part-time; (b) such activity is intended to or does generate a profit; or (c) a license is required.

**Section 10.04. Improvements on Lots.**

(a) No structure shall be placed, erected, or installed upon any Lot, and no improvements shall take place except in compliance with Article 9 of this Declaration.

(b) Except as otherwise expressly permitted by this Declaration, no structure shall be erected, altered, placed or permitted to remain on any residential Lot other than one detached, single-family dwelling, not to exceed two and one-half stories in height.

(c) No structure, including fences, garages or other outbuildings shall be erected on any Lot without a approval from the ARC in accordance with Article 9 hereof, nor shall any trailer or basement be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. There shall be no structures of temporary nature placed on any Lot. No privies or unsightly outbuildings shall be erected on any Lot. Outbuildings provided for herein, which are subject to prior written approval of the ARC, shall be consistent and harmonious with the style and construction of the residential buildings. Additionally, no manufactured homes shall be placed on any Lot or otherwise permitted within the Community, except for manufactured homes which may be used by Declarant or its agents during the Development Period in connection with its construction and sales activities. For purposes of this paragraph, "manufactured home" shall mean a dwelling unit fabricated in an off-site facility for installation or assembly at a building site, bearing a label certifying it is constructed in compliance with the Federal Manufactured Home and Standards Act, 42 U.S.C. 5401 et seq.

(d) No structure shall be erected, placed, altered or permitted to remain on any Lot that is sub-standard or that fails to meet any existing and applicable building, electrical or sanitary code. Zoning regulations applicable to the Community shall be observed. In the event of any conflict between any provision of such zoning regulations and the covenants of this Declaration, the more restrictive provision shall apply.

(e) Before any dwelling may be occupied, it must be completely finished on the exterior in accordance with plans approved by the Association, all of the yard which is visible from any street must be planted with grass or have other suitable ground cover, and the driveway surface must be paved of the surface approved by the Association.

Overhead utility lines, including lines for cable television, are not permitted except for temporary lines as required during emergency and lines installed by or at the request of the Declarant.

**Section 10.05. No Subdivision of Lots.** No Lot may be subdivided, reconfigured, its boundary lines changed, or otherwise used or transferred apart from the original parcel of purchase, whether or not the same shall create additional parcels of land, except with prior written approval of the Declarant during the Development Period, and the prior written consent of the Board thereafter. In addition, no home shall be subdivided or partitioned to create housing for more than a single family. Notwithstanding the foregoing, Declarant hereby expressly reserves the right to replat, subdivide, reconfigure or otherwise alter any Lot or Lots that it owns; provided that the same conforms to all applicable laws and regulations of any governing authority having jurisdiction over the Declarant or the Property.

**Section 10.06. Drainage and Erosion Control.**

(a) Catch basins and drainage areas are for the purpose of natural flow of water only. No structures, improvements, obstructions or debris shall be placed in these areas. No Owner or occupant may obstruct, impede, or rechannel the drainage flows after location and installation of drainage swales, storm sewers, storm drains or similar drainage improvements.

(b) Each Owner shall be responsible for controlling natural and man-made water flow from the Owner's Lot. No Owner shall be entitled to overburden the drainage areas or drainage system within any portion of the Community with excessive water flow from the Owner's Lot. Owners shall be responsible for all remedial acts necessary to cure any unreasonable drainage flows from their Lots; provided that neither the Declarant nor the Association shall bear any responsibility or liability for remedial actions to any Lot.

(c) The encroachment of structures or other improvements into, over or across catch basins, drainage areas, or other similar easements (as established on any recorded subdivision plat or the Community, by this Declaration, or by regular usage) is strictly prohibited. Furthermore, the use of any such drainage areas and easements by any Owner or occupant shall be made subject to the provisions of this Declaration and the right of the Declarant and the Association to enter upon and maintain such drainage and easement areas. Such maintenance activities may include, but are not limited to, the disturbance of landscaping within any such drainage area or easement, notwithstanding approval of the landscaping pursuant to Article 9 hereof.

(d) No Person shall alter the grading of any Lot without the prior written approval of the ARC pursuant to Article 9 of this Declaration; provided, however, that the Declarant hereby reserves for itself and the Association a perpetual easement over, across and under the Community for the purpose of altering drainage and water flow. The exercise of such an easement shall be accomplished so as not to materially diminish the value of or unreasonably interfere with the use of any Lot without the Owner's consent.

**Section 10.07. Rubbish, Trash and Construction Debris.** All garbage cans shall be located to the rear of each Lot. Only on the day of garbage pick-up may the containers be left in the open. In no event may garbage containers be left out more than 48 continuous hours. All construction debris, rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. No person shall dump or bury rubbish, garbage or any other form of solid waste, except compost, on any Lot or on the Common Area.

**Section 10.08. Clotheslines.** No outdoor clotheslines shall be allowed.

**Section 10.09. Vehicles.** Automobiles, mini-vans, sports utility vehicles, pick-up trucks, motorcycles, and other vehicles in good repair may be parked on any lot. Campers, boats, motor homes, and recreational vehicles (RV's) may be parked on any Lot only if it is parked to the rear of the dwelling and is enclosed in a fenced area. Disabled vehicles (obviously inoperable or without a current license tag), or commercial equipment, shall not be parked on any Lot or common area unless specifically approved by the Board. No motorized vehicles of any kind are permitted on pathways, walkways, or sidewalks, or unpaved Common Area, except for public safety vehicles and vehicles authorized by the Board. Parking within the streets and roadways of the Community is prohibited.

**Section 10.10. Animals and Pets.** No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of a reasonable number of domestic pets including dogs, cats, or other usual and common household pets, as may be determined in the discretion of the Board. No pets shall be kept, bred or maintained for any commercial purpose. No run, lead or line for the housing, care or confinement of any animal or pet shall be constructed or placed on any Lot or in Common Area. Pet owners shall not allow pets to roam unattended. Further, no dog shall be allowed to remain unattended on the exterior of any improvement, including porches, unless confined in an area fenced with approved fencing materials. Dogs shall at all times whenever they are outside be on a leash held by a responsible person. All Owners and occupants keeping pets within the Community shall comply with all applicable governmental ordinances and regulations. Animal control authorities shall be permitted to enter the Community to patrol and remove pets. Pets shall be registered, licensed and inoculated as required by law. If a pet leaves feces on any portion of the Community the pet owner will be responsible for its removal. If not removed immediately, a fine may be levied by the Board.

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, including, but not limited to, personal injury and property damage.

**Section 10.11. Firearms.** The discharge of firearms in the Community is prohibited. Notwithstanding this prohibition, police or other security personnel that may be on the Community may discharge firearms in the line of duty. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

**Section 10.12. Nuisance.** It shall be the responsibility of each Owner and occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot, and no such Owner or occupant shall use his or her Lot in such a manner as to create a Nuisance or any duration. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause a Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be stored that will discharge foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of property in the Community. Without limiting the generality of the foregoing, no horn, whistle, siren, bell, amplifier or other sound device, except for devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law. However, any siren or device for security purposes shall contain a device that causes it to automatically shut off within fifteen (15) minutes.

**Section 10.13. Unsightly Activities.** The pursuit of hobbies or other activities which might tend to cause disorderly, unsightly, or unkempt conditions, including without limitation, the assembly and disassembly of motor vehicles and other mechanical devices, shall not be pursued or undertaken in any part of the subdivision. Notwithstanding this provision, occasional minor repairs and maintenance to a vehicle in the driveway completed on the day commenced shall not be prohibited.

**Section 10.14. Window Covering.** All window coverings, including, but not limited to curtains, blinds, shades, or drapes shall be white or shall have a white backing exposed to the exterior of each home.

**Section 10.15. Signs.** No more than one commercial sign, including "for rent," "for sale" and other similar signs shall be erected or maintained on any lot without the written permission of the Board or except as may be required by legal proceedings. Signs exceeding five (5) square feet may not be erected without the written permission of the Board. Such sign must be free standing.

**Section 10.16. Erection of Fences.** No fence, wall, hedge, or shrub planting (in the nature of a fence) shall be allowed to extend in front of the center line of the main body of any house, said center line to be located at the point midway between the front and rear of the main body of all houses. Only vertical wooden fences shall be allowed. No chain link fences shall be permitted. Fences shall not be erected with a height from the ground greater than six (6) feet and no fences shall be allowed on a corner lot except that the Board may, at its sole discretion allow a limited amount of fencing to enclose pets or for other purposes.

Additionally, no fences shall be erected on any lot without prior written approval from the Board.

**Section 10.17. Fuel Tanks and Storage Receptacles.** No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within an accessory building, within a screened area, or buried underground.

**Section 10.18. Removal of Trees.** No large trees measuring ten (10) inches or more in diameter at a point four (4) feet above the ground may be removed without the written approval of the Architectural Control Committee, unless located within ten (10) feet of the main dwelling or accessory building, or within two (2) feet of the driveway location as shown on the above described plot plan. Such approval shall not be unreasonably withheld. The only exception to this shall be live oak trees. No live oaks are to be removed from any lot without prior written approval from the Board.

**Section 10.19. Mail Box and Mail Box Post.** The Declarant or ARC shall establish guidelines for uniformity in the size, style, color, installation and location of mail boxes and mail box posts throughout the subdivision. It shall be the responsibility of each lot owner, at his/her own expense to install, maintain, repair and replace a mail box and mail box post in accordance with such guidelines.

**Section 10.20. Playground and Lawn Equipment.** Playground equipment and other lawn equipment, including but not limited to swings, merry-go-rounds, play pens, sandboxes and toys, will be located in the rear or side yard of the home and not in the front yard. Lawn maintenance equipment, including mowers, tractors, attachments and other implements including hand tools, shovels, rakes, hoes and other tools shall be stored within the confines of a garage or other similar structure when the same are not in use. However, nothing herein shall prohibit the installation of a basketball goal in the front of the dwelling on the main driveway of the dwelling.

**Section 10.21 Satellites and Antennas.** Satellites and antennas will be allowed (for receiving purposes only), but must be placed to the rear of the dwelling. The satellite dish must be dark gray or black in color, and both the satellite dish and antenna must be inconspicuously placed to the rear of the dwelling or in such position on the roof of the house where same is not visible from the street. Said satellite dish cannot be larger than 18" in diameter.

It shall be the responsibility of each lot owner to prevent the placement of a satellite or antenna on such lot which shall tend to decrease the beauty of the lot or neighborhood as a whole.

**Section 10.22. Lot Maintenance.** All maintenance of the Lot and all structures on the Lot shall be the sole responsibility of the Owner, who shall maintain the Lot in a manner consistent with this Declaration and any rules and regulations promulgated in accordance with this Declaration. Such maintenance shall include, but not be limited to, maintaining fencing

in good repair and exterior painting as needed. All yards shall be adequately irrigated and maintained in a neat and orderly condition. Notwithstanding the foregoing, the Declarant shall not be required to observe the requirements of this Section during the Development Period.

#### ARTICLE XI EASEMENTS

Declarant hereby reserves, creates, establishes, promulgates, and declares the non-exclusive, perpetual easements set forth herein for the enjoyment of the Declarant, the Association, the Members, the Owners, and their successors-in-title, as well as any Builder (to the extent set forth hereinbelow).

**Section 11.01. Easements of Encroachment.** There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area and between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions),

**Section 11.02. Easements for Utilities, Etc.**

(a) Declarant hereby reserves, creates, establishes, promulgates and declares for itself during the Development Period, for the Association, and the designees of each (which may include, without limitation, any governmental or quasigovernmental entity and any public or private utility provider perpetual, non-exclusive easements upon, across, over, and under all of the Community (but not through a structure) to the extent reasonably necessary for the purpose of monitoring, replacing, repairing, maintaining and operating cable television systems, master television antenna systems, and other devices for sending or receiving data and/or other electronic signals; security and similar systems; roads, walkways, pathways and trails; wetlands and drainage systems; street lights and signage; and all utilities, including, but not limited to, water, sewers, telephone, gas, and electricity, and utility meters; and an easement for access of vehicular and pedestrian traffic over, across and through the Community, as necessary, to exercise the easements described above.

Declarant may grant to the local water supplier, wastewater handler, electric company, and natural gas supplier easements across the Community for ingress, egress, installation, reading, replacing, repairing, and maintaining utility lines, meters and boxes, and other related facilities, as applicable.

(b) There is hereby reserved to the Declarant during the Development Period the non-exclusive right and power to grant such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of any property.

(c) Any damage to a Lot resulting from the exercise of the

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

(d) Declarant reserves unto itself the right, in the exercise of its sole discretion, upon the request of any Person holding, or intending to hold an interest in the Community, or at any other time, (i) to release all or any portion of the Community from the burden, effect, and encumbrance of any of the easements granted or reserved under this Section, or (ii) to define the limits of any such easements.

**Section 11.03. Easements for Maintenance and Flood Water.** The Declarant reserves for itself, the Association, and their successors, assigns, and designees, the nonexclusive right and easement over the Community for access, ingress and egress to the Ponds and wetlands located within the Area of Common Responsibility and for (a) installing, keeping, maintaining repairing, and replacing pumps in order to provide water for the irrigation of any of the Area of Common Responsibility; (b) constructing, maintaining, and repairing any bulkhead, retaining wall, levee, or other structure retaining water; and (c) removing trash and other debris therefrom. All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from, the intentional exercise of such easements. Nothing herein shall be construed to make Declarant, the Association or any other Person liable for damage resulting from flooding due to heavy rainfall or other natural occurrences.

**Section 11.04. Easements to Serve Additional Property.** The Declarant hereby reserves, creates, and declares non-exclusive, perpetual easements for itself and its duly authorized agents, representatives, and employees, successors, assigns, licensees, and mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access, and development of any additional property now owned or hereafter acquired by Declarant whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, construction of roads, for the posting of signs, and for connecting and installing utilities serving such additional property. Declarant agrees that it and its successors or assigns shall be responsible for any material damage caused to the Common Area as a result of the exercise of this easement.

**Section 11.05. Right of Entry.** The Association and, during the Development Period, the Declarant shall have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance pursuant to Article 5 hereof, and to inspect for the purpose of ensuring compliance with the Governing Documents. Such right may be exercised by the Declarant or any member of the Board, the Association's officers, agents, employees, and managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association and, during the Development Period,

the Declarant to enter upon any Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Declarant or the Board, as the case may be, but shall not authorize entry into any single family detached dwelling without permission of the Owner, except by emergency personnel acting in their official capacities.

**Section 11.06. Landscaping and Signage Easements.** The Declarant and the Association shall have perpetual, non-exclusive easements exercisable by their respective employees, agents and contractors over those portions of Lots designated as "no access easement" or "entry easements" on the recorded subdivision plats relating to the Community for the purpose of installation, maintenance, repair and replacement of lot bollards, neighborhood entrance monuments, signs, fences, lighting, irrigation systems, parking pads and landscaping within the easement area. No fences, structures, driveways, plantings, swings, wood piles, dog runs or any other objects, temporary or permanent, shall be permitted in such areas without the Association's prior written approval, other than those initially installed by Declarant. Nothing herein shall obligate the Declarant or the Association to exercise such easements or to construct or install any of the foregoing within any Landscaping and Signage Easement.

**Section 11.07. Liability for Use of Easements.** No Owner shall have a claim or cause of action against the Declarant, or its successors or assigns, arising out of the exercise or non-exercise of any easement reserved hereunder or shown on any subdivision plat for the Community, except in cases of willful or wanton misconduct.

## ARTICLE XII DECLARANT'S RIGHTS

**Section 12.01. Development Period.** The Declarant shall be afforded special privileges, rights, immunities, exceptions and other preferential treatment as provided herein throughout the term of this Declaration until the earlier of:

- (a) when the Declarant no longer owns any Lots or other property within the Community, as presently constituted or hereafter expanded;
- (b) when the Declarant no longer has the unilateral right to subject additional property to this Declaration pursuant to Article 7 hereof; or
- (c) when, in its discretion, the Declarant so determines and expressly and specifically declares in an instrument filed in the Public Records.

Such period shall be referred to in this Declaration as the "**Development Period.**" If the Declarant voluntarily terminates the Development Period prior to the termination of the Class "B" membership, the Class "B" Member shall have a right to disapprove actions of the



Board and committees as provided in this Declaration and the other Governing Documents.

**Section 12.02. Assignment by Declarant.** Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the Bylaws may be transferred or assigned in whole or in part to the Association or to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration or the other Governing Documents. Upon any such transfer, the Declarant shall be automatically released from any and all liability arising with respect to such transferred rights and obligations. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records.

**Section 12.03. Development and Sales.** During the Development Period, the Declarant and any Builder may maintain and carry on without fee or charge upon portions of the Common Area such activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the development of the Community and/or the construction or sale of Lots, including, but not limited to, sales activities, promotional and other events, and restrict Members and other Persons from using the Common Area during such activities. Such activities shall be conducted in a manner to minimize (to the extent practicable) any substantial interference with the Members' use and enjoyment of the Common Area. The Declarant and all Builders shall have easements over the Common Area for access, ingress and conducting such activities.

In addition, the Declarant may establish within portions of the Common Area, without fee or other charge, such facilities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the development of the Community and/or the construction or sale of Lots, including, but not limited to, business offices, signs, model units, tents, sales offices and related parking facilities. During the Development Period, Members and other Persons may be excluded from use of all or a portion of such facilities in the Declarant's sole discretion. The Declarant and all Builders shall have easements over the Common Area for access to and use of such facilities.

During the Development Period, the Declarant may permit use of any facilities situated on the Common Area by Persons other than Members without the payment of any use fees or other charges.

**Section 12.04. Improvements to Common Areas.** The Declarant and its employees, agents and designees shall also have a right and easement over and upon all of the Common Area for the purpose of making, constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

**Section 12.05. No Further Restriction.** No Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Community without Declarant's review and written consent, which may be withheld in Declarant's sole discretion. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless

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subsequently approved by written consent signed by the Declarant and recorded in the Public Records. No such instrument recorded by any Person, other than the Declarant pursuant to Article 7, may conflict with the Governing Documents.

**Section 12.06. No Modification.** Notwithstanding any contrary provision of this Declaration, no amendment to or modification of any Use Restrictions and Rules, the Standards, or any other rule or regulation made after termination of the Class B Control Period shall be effective without prior notice to and the written approval of Declarant, during the Development Period. This Article may not be amended without the written consent of the Declarant.

### ARTICLE XIII GENERAL PROVISIONS

**Section 13.01. Duration.** Subject to the limitations of Georgia law, this Declaration shall have perpetual duration. If Georgia law hereafter limits the period during which covenants may run with the land, then to the extent consistent with such law, this Declaration shall automatically be extended at the expiration of such period for successive periods of twenty (20) years each. Notwithstanding the above, if any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

**Section 13.02. Amendment.** This Declaration may be amended as provided in this Section. Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

(a) **By Declarant.** During the Development Period, the Declarant may unilaterally amend this Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Declaration to (i) bring any provision hereof into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) enable any title insurance company to issue title insurance coverage; (iii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans; or (iv) if such amendment is necessary to enable any governmental agency or private insurance company to insure or guarantee Mortgage loans; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing. Further, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Lot Owners hereunder, nor shall it adversely affect title to any Lot without the consent of the affected Lot Owner, except as otherwise expressly provided for in this Declaration, to include without limitation, Article 7.

(b) By the Owners. This Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the Lots and the consent of Declarant, during the Development Period.

(c) By the Board. The Board shall be authorized to amend this Declaration without the consent of the Owners to submit the Association to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220 et seq., and to conform this Declaration to any mandatory provisions thereof. During the Development Period, any such amendment shall require the written consent of the Declarant.

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

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

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

**Section 13.03. Severability.** Each restriction, covenant, and other provision contained herein is severable and distinct from each other restriction, covenant, and provision contained herein and in its application to all or any portion of the Community and the invalidity or unenforceability of any restriction, covenant or other provision contained herein as to any portion of the Community shall not affect the validity or enforceability of any of the other restrictions, covenants, or provisions contained herein.

**Section 13.04. Litigation.** Except as provided below, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of 75% of the Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided in Article 8; (c) proceedings involving challenges to ad valorem taxation; or (d) counter-claims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

**Section 13.05. Cumulative Effect.** The provisions of this Declaration shall be cumulative with the provisions of any applicable Supplemental Declaration. Nothing in this Section shall preclude any Supplemental Declaration or other recorded declaration, covenants and restrictions applicable to any portion of the Community from containing additional

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restrictions or provisions which are more restrictive than the provisions of this Declaration, and the Association shall have the standing and authority to enforce the same.

**Section 13.06. Compliance.** Every Owner and occupant of any Lot shall comply with this Declaration, any applicable Supplemental Declaration, the Bylaws, the Standards, the Use Restrictions and Rules promulgated pursuant to Article 10, and any and all other Governing Documents. Subject to the terms of this Declaration, failure to comply shall be grounds for an action by the Association or, in a proper case, by any aggrieved Lot Owner(s) to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, in addition to those enforcement powers granted to the Association in Section 4.04.

**Section 13.07. Exhibits.** All exhibits attached to this Declaration are incorporated by this reference and, unless otherwise provided herein, amendment of such exhibits shall be governed by the provisions of Section 14.02.

**Section 13.08. No Waiver.** No failure of Declarant or the Association to exercise any power herein given or to insist upon strict compliance with any obligation specified herein and no custom or practice at variance with the terms hereof shall constitute a waiver of Declarant's or the Association's right to demand exact compliance with the terms and provisions hereof, unless expressly waived in writing by Declarant or the Association, as the case may be.

**Section 13.09. No Merger.** Notwithstanding the fact that Declarant is the current owner of the Community, it is the express intention of Declarant that the easements established in the Declaration for the benefit of the Community and Owners shall not merge into the fee simple estate of individual Lots conveyed by Declarant or its successor(s), but that the estates of the Declarant and individual Lot Owners shall remain as separate and distinct estates. Any conveyance of all or a portion of the Community shall be subject to the terms and provisions of this Declaration, regardless of whether the instrument of conveyance refers to this Declaration.

**Section 13.10. Governing Law; Venue.** THIS DECLARATION SHALL BE CONSTRUED UNDER AND ACCORDING TO THE LAWS OF THE STATE OF GEORGIA (EXCLUDING ITS CONFLICT OF LAW RULES), AND EVERY OWNER AGREES THAT ALL ACTIONS RELATING TO, OR ARISING OUT OF, THIS DECLARATION SHALL BE INSTITUTED AND PROSECUTED IN THE COURTS OF THE COUNTY OF LIBERTY, STATE OF GEORGIA, OR THE UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF GEORGIA, AND BY EXECUTION OF THIS DECLARATION, SUCH OWNERS IRREVOCABLY AND UNCONDITIONALLY SUBMIT TO THE JURISDICTION (BOTH SUBJECT MATTER AND PERSONAL) OF EACH SUCH COURT AND IRREVOCABLY AND UNCONDITIONALLY WAIVE: (A) ANY OBJECTION THEY MIGHT NOW OR HEREAFTER HAVE TO THE VENUE IN ANY SUCH COURT; AND (B) ANY CLAIM THAT ANY ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT

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FORUM. ALL OWNERS FURTHER ACKNOWLEDGE THAT NEITHER DECLARANT, THE ASSOCIATION, THE OWNERS, NOR ANY OTHER PERSON HAS ANY EXPECTATION THAT, AND THERE IS NO BASIS FOR, ANY SUCH ACTION BEING INSTITUTED OR MAINTAINED IN ANY COURT OTHER THAN AS SPECIFIED ABOVE (WHETHER OUTSIDE OR INSIDE THE STATE OF GEORGIA), AND EVERY OWNER COVENANTS AND AGREES THEY SHALL IN NO EVENT INSTITUTE OR PROSECUTE ANY SUCH ACTION IN ANY OTHER COURT EXCEPT AS SPECIFIED HEREINABOVE, AND THAT THIS SECTION SHALL BAR AND SERVE AS A COMPLETE DEFENSE TO ANY ACTION BROUGHT OR PROSECUTED BY ANY OWNER IN ANY OTHER COURT (WHETHER LOCATED OUTSIDE OR INSIDE THE STATE OF GEORGIA).

**Section 13.11. Construction.** The provisions of this Declaration shall be liberally construed to effectuate their purpose of protecting the value and desirability of the Community, and establishing a flexible and reasonable procedure for the overall development, administration, maintenance and preservation thereof while recognizing the preferential treatment and special rights granted to the Declarant, and shall not be construed against the Declarant or the Association by virtue of the Declarant or the Association being deemed to have drafted any provision hereof.

**Section 13.12. Conflicting Provisions.** If any provision of this Declaration is found to be inconsistent with or contrary to the Articles or the Bylaws, the Declaration shall be deemed to control and the Articles and Bylaws shall be deemed modified accordingly and, as so modified, to continue in full force and effect.

{Signatures Appear on Following Page}

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IN WITNESS WHEREOF, Declarant has executed this Declaration by causing its name to be hereunto subscribed by its duly authorized manager, all being done as of the day and year first above written.

DECLARANT:

Colonial Coast Development Company

By: C. Joel Oster  
C. Joel Oster  
President



Signed, sealed and delivered  
in the presence of:

Kati Duncan  
Witness

Charlotte I. Long  
Notary Public  
My Commission Expires: 11-27-07  
(NOTARY SEAL)



## **BYLAWS OF PARISH CROSSING HOMEOWNERS' ASSOCIATION, INC.**

PARISH CROSSING HOMEOWNERS ASSOCIATION, INC. (the "Association") is the nonprofit corporation organized to enforce the Declaration of Covenants, Conditions and restrictions for Parish Crossing Subdivision (the "Declaration"), consisting of homes in Liberty and Long County, Georgia developed by Colonial Coast Development Company (the "Developer"), in accordance with the laws of the State of Georgia. If there is any conflict between these bylaws and the Declaration of Covenants, Conditions and Restrictions for Parish Crossing Subdivision as recorded in the Office of the Clerk of Court of Liberty and Long County, Georgia, then the recorded Declaration of Covenants, Conditions and Restrictions for Parish Crossing Subdivision shall control. The Association is incorporated pursuant to the Georgia Non-Profit Corporation Code O.C.G.A. §14-3-101 *et seq.* and is subject to said code sections (the "Act").

### **ARTICLE 1. OFFICES.**

The principal office of the Association shall be in Georgia. The Association shall designate a registered office and shall maintain it continuously. The Association may have offices at such other places as the Board of Directors may from time to time determine.

### **ARTICLE 2. MEMBERS.**

**Section 1. Membership.** Every Owner shall be a Member of the Association as a function of Lot ownership and there shall be one Association for all phases of Parish Crossing. There shall be only one (1) membership per Lot. If a Lot is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions, if any, on voting set forth in the Bylaws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner or Director, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

**Section 2. Voting.** The Association shall have two (2) classes of membership, Class "A" and Class "B."

(a) Class "A". Class "A" Members shall be all Owners except the Class "B" Member, if any. Membership is mandatory and automatic as a function of home ownership. Class "A" Members shall have one (1) equal vote for each Lot in which they hold the interest required for membership hereunder; provided, there shall be only one (1) vote per Lot. No vote shall be exercised

for any property which is exempt from assessment under Section 8.10. Further, no vote shall be exercised or counted by any member who is delinquent in paying assessments and only votes cast by members in good standing shall count toward a quorum.

In any situation where there is more than one Owner of a Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and notify the Secretary of the Association in writing prior to the vote being taken. Absent such notice, the Lot's vote shall be suspended if more than one Person seeks to exercise it.

(b) Class "B". The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve or withhold approval of actions proposed under the Declaration, the Bylaws, and the Articles, are specified in the relevant sections of this Declaration, the Bylaws and the Articles. The Class "B" Member may appoint the members of the Board of Directors until the first to occur of the following (the "**Class B Control Period**"):

(i) within one hundred eighty (180) days after 100% of the property described in in the subdivision has been developed and conveyed to Persons other than Declarant;

(ii) December 31, 2020; or

(iii) when Declarant voluntarily terminates such membership earlier by filing a written notice of termination in the Public Records.

At such time, the Class "B" membership shall terminate, and the Declarant shall become a Class "A" Member entitled to one (1) Class "A" vote for each Lot which it owns.

**Section 3. Transfer of Membership.** The rights of each Owner shall be appurtenant to his or her ownership of a home, may not be separated from said ownership, and shall automatically pass to the heirs, successors and assigns (including mortgagees) of an Owner upon the recordation of the change in ownership of the home in the Public Records and in the records of the Association.

**Section 4. Annual Meetings.** The purpose of the annual meeting of Members is to elect Directors and to transact such other matters as may properly come before the Members. The annual meeting of the Members of the Association shall be held at the times and places designated by the Board of Directors or the President of the Association. The annual meeting of Members for any year shall be held no later than thirteen (13) months after the last annual meeting of Members. However, failure to hold an annual meeting timely shall in no way affect the terms of Officers or Directors of the Association or the validity of actions of the Association.

**Section 5. Special Meetings.** Special meetings of Members may be called by the President or by a majority of the Board of Directors then in office or by Members owning one-fourth (1/4) or more of the outstanding votes of the Association. The purpose of each special meeting shall be stated in the notice and may only include purposes that are lawful and proper for Members to consider.



**Section 6. Place of Meeting.** The Board of Directors may designate any place as the place of meeting for any meeting of Members. If no designation is made, then the place of meeting shall be the principal office of the Association.

**Section 7. Notice of Meeting.** Written or printed notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered personally, by U.S. mail or electronically to the email address on record with the Association not less than ten (10) days nor more than sixty (60) days before the date of the meeting. Notice shall be given by or at the direction of the President or the Secretary or the persons calling the meeting to each Member of record entitled to vote at the meeting. If mailed, such notice shall be deemed to have been delivered when deposited in the United States Mail addressed to the Member at his or her address as it appears on the records of the Association. If an electronic notice is given, the notice shall be deemed to have been delivered at the time of the electronic stamp created by the electronic notice.

**Section 8. Waiver of Notice.** A written waiver of notice signed by a Member, whether before or after a meeting, shall be equivalent to the giving of such notice. Attendance of a Member at a meeting shall constitute a waiver of notice of such meeting, except when the Member attends for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

**Section 9. Action Without Meeting.** Any action of the Members may be taken without a meeting, without prior notice and without a vote, if a consent in writing setting forth the action so taken is signed by a majority of Members of the Association. Within ten (10) days after obtaining such authorization by written consent, notice must be given to those Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. Any certificate to be filed as a result of the Members' action under this section shall state that written consent was given in accordance with the Act.

**Section 10. Voting Record.** If the Association has six (6) or more Voting Members of record, the officers having charge of the membership records of the Association shall make, at least three (3) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof. The list shall be kept on file at the registered office of the Association or at the principal place of business of the Association and any Member shall be entitled to inspect the list at any time during usual business hours. The list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member at any time during the meeting. If the requirements of this section have not been substantially complied with, then upon demand of any Member in person or by proxy, the meeting shall be adjourned until the requirements are complied with. If no such demand is made, failure to comply with the requirements of this section shall not affect the validity of any action taken at such meeting.

**Section 11. Member Quorum and Voting.** Unless otherwise required in the Articles of Incorporation, a

majority of the Members appearing in person or by proxy shall constitute a quorum at a meeting of Members. When a specified item of business is required to be voted on by a class of Members, unless otherwise required in the Articles of Incorporation, a majority of the Members of such class shall constitute a quorum for the transaction of such items of business by that class. If a quorum is present, unless otherwise provided by law or in the Articles of Incorporation, the affirmative vote of a majority of the Members at the meeting entitled to vote on the subject matter shall be the act of the Members. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members, so as to reduce the number of Members entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof. If a quorum is not present when a meeting starts, then a majority of the Members at the meeting may adjourn the meeting from time to time without further notice until a quorum is present.

**Section 12. Votes.** Each Voting Member shall be entitled to one (1) vote on each matter submitted to the Members; provided, however, that there shall only be one (1) vote per home. If a home is owned by two (2) or more Voting Members, then the Owners of that home shall designate in writing one (1) Owner as its proxy to cast its vote and represent the home. If a home is owned by a corporation, trust, or other non-natural person who is a Voting Member, then it shall designate in writing a natural person as its proxy to cast its vote and represent the home.

**Section 13. Proxies.** Every Member entitled to vote at a meeting of Members or to express consent or dissent without a meeting may authorize another person or persons to act for him by proxy. Every proxy shall be in writing and shall be signed by the Member or his otherwise duly authorized attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing it, except as otherwise provided by law.

### **ARTICLE 3. BOARD OF DIRECTORS.**

**Section 1. General Powers.** Subject to the limitations of the Articles of Incorporation, these Bylaws, and the Act concerning corporate action that must be authorized or approved by the Members of the Association, all corporate powers shall be exercised by or under the authority of the Board of Directors, and the management and affairs of the Association shall be controlled by the Board of Directors.

**Section 2. Number, Qualification, Election, and Tenure.** The number of Directors shall be the number of Directors elected from time to time in accordance with these Bylaws, but shall never be less than three (3) nor more than five (5). The number of Directors may be increased or decreased from time to time by election in accordance with these Bylaws. The Directors must be Members of this Association, but are not required to be residents of the subdivision. No delinquent Member of this Association can become a Director, and should a Director become delinquent while serving, the Board by a majority vote may remove that director after thirty (30) days of unpaid assessments. Directors shall be elected by the Voting Members at the annual meeting of Members and shall serve until the next succeeding annual

meeting and until their successors have been elected and qualified.

**Section 3. Annual Meetings.** The Board of Directors shall hold its annual meeting at the same place as and immediately following each annual meeting of Members for the purpose of the election of Officers and the transaction of such other business as may come before the meeting. If a majority of the Directors are present at the annual meeting of Members, no prior notice of the annual meeting of the Board of Directors shall be required. However, another place and time for such meeting may be fixed by written consent of all of the Directors.

**Section 4. Regular Meetings.** Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall be determined from time to time by the Board of Directors.

**Section 5. Special Meetings.** Special meetings of the Board of Directors may be called by the Chairman of the Board (if there is one), the President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix a reasonable time and place for holding them.

**Section 6. Telephone Meetings.** Directors may participate in meetings of the Board of Directors by means of a conference telephone or similar communications equipment by which all persons participating can hear each other at the same time, and participation by such means shall constitute presence in person at such a meeting.

**Section 7. Action Without Meeting.** Any action of the Board of Directors may be taken without a meeting if a consent in writing setting forth the action so taken signed by all of the Directors is filed in the minutes of the Board of Directors. Such consent shall have the same effect as a unanimous vote.

**Section 8. Notice and Waiver.** Notice of any special meeting shall be given at least three (3) days prior thereto by written notice delivered personally, by mail or by telegram to each Director at his address. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail with postage prepaid. If notice is given by facsimile transmission, such notice shall be deemed to be delivered when electronic confirmation of the transmission is received by the sender. Any Director may waive notice of any meeting, either before, at, or after such meeting by signing a waiver of notice. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of such meeting or the manner in which it has been called or convened, except when a Director states at the beginning of the meeting any objection to the transaction of business because the meeting is not lawfully called or convened.

**Section 9. Quorum and Voting.** A majority of Directors in office shall constitute a quorum for the transaction of business. The vote of a majority of Directors present at a meeting at which a quorum is present shall constitute the action of the Board of Directors. If less than a quorum is present, then a majority of those Directors present may adjourn the meeting from time to time without notice until a quorum is present.

**Section 10. Vacancies.** Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors even though it is less than a quorum of the Board of Directors, unless otherwise provided by law or the Articles of Incorporation. A Director elected to fill a vacancy shall hold office only until the next election of Directors by the Members. Any Directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting of Members or a special meeting of Members called for that purpose.

**Section 11. Removal.** At any meeting of Members called expressly for that purpose, any Director or Directors may be removed from office, with or without cause, by majority vote of the Voting Members. New Directors may be elected by the Members for the unexpired terms of Directors removed from office at the same meetings at which such removals are voted. If the Members fail to elect persons to fill the unexpired terms of removed Directors, and if the Members did not intend to decrease the number of Directors to serve on the Board, then the vacancies unfilled shall be filled in accordance with provisions in these Bylaws for vacancies.

**Section 12. Presumption of Assent.** A Director of the Association who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he or she votes against such action or abstains from voting because of an asserted conflict of interest.

#### **ARTICLE 4. OFFICERS.**

**Section 1. Officers.** The Officers of this Association shall be a President, Vice President, Secretary, and Treasurer, each of whom shall be elected by the Board of Directors. A Chairman of the Board, additional Vice Presidents, and such other officers and assistant officers as may be deemed appropriate may be elected by the Board of Directors from time to time. Any two (2) or more offices may be held by the same person. A failure to elect a President, Vice President, Secretary, or Treasurer shall not affect the existence of the Association.

**Section 2. Election and Term of Office.** The Officers of the Association shall be elected annually by the Board of Directors at its meeting after each annual meeting of Members. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his or her death, or until he shall resign or shall have been removed in the manner hereinafter provided.

**Section 3. Removal.** Any Officer may be removed from office at any time, with or without cause, on the affirmative vote of a majority of the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby. Removal shall be without prejudice to any contract rights of the person so removed, but election of an Officer shall not of itself create contract rights.

**Section 4. Vacancies.** Vacancies in offices, however occasioned, may be filled at any time by election

by the Board of Directors for the unexpired terms of such offices.

**Section 5. Duties.** The Chairman of the Board, or the President if there is no Chairman of the Board, shall preside at all meetings of the Board of Directors and of the Members. The President shall be the chief executive officer of the Association. Subject to the foregoing, the Officers of the Association shall have such powers and duties as usually pertain to their respective offices and such additional powers and duties specifically conferred by law, by the Articles of Incorporation, by these Bylaws, or as may be assigned to them from time to time by the Board of Directors.

**Section 6. Salaries.** The salaries, if any, of the Officers shall be fixed from time to time by the Board of Directors, and no Officer shall be prevented from receiving such salary by reason of the fact that he or she is also a Director of the Association.

**Section 7. Delegation of Duties.** In the absence or disability of any Officer of the Association or for any other reason deemed sufficient by the Board of Directors, the Board may delegate his or her powers or duties to any other Officer or to any other Director.

## **ARTICLE 5. EXECUTIVE AND OTHER COMMITTEES.**

**Section 1. Creation of Committees.** The Board of Directors may, by resolution passed by a majority of the whole Board, designate an Executive Committee and one (1) or more other committees.

**Section 2. Executive Committee.** The Executive Committee (if there is one) shall consult with and advise the Officers of the Association in the management of its affairs and shall have and may exercise, to the extent provided in the resolution of the Board of Directors creating such Executive Committee, such powers of the Board of Directors as can be lawfully delegated by the Board.

**Section 3. Other Committees.** Such other committees shall have such functions and may exercise such power of the Board of Directors as can be lawfully delegated and to the extent provided in the resolution or resolutions creating such committee or committees.

**Section 4. Meetings.** Regular meetings of the Executive Committee and other committees may be held without notice at such time and at such place as shall from time to time be determined by the Executive Committee or such other committees, and special meetings of the Executive Committee or such other committees may be called by any member thereof upon two (2) days' notice to the other members of such committee, or on such shorter notice as may be agreed to in writing by each of the other members of such committee, given either personally or in the manner provided in these Bylaws pertaining to notice for Directors' meetings.

**Section 5. Vacancies.** Vacancies on the Executive Committee or on other committees shall be filled by



the Board of Directors then in office at any regular or special meeting of the Board of Directors.

**Section 6. Quorum.** At all meetings of the Executive Committee or other committees, a majority of the committee's members then in office shall constitute a quorum for the transaction of business.

**Section 7. Manner of Acting.** The acts of a majority of the members of the Executive Committee or other committees present at any meeting at which there is a quorum shall be the act of such committee.

**Section 8. Minutes.** The Executive Committee (if there is one) and the other committees shall keep regular minutes of their proceedings and report the same to the Board of Directors when required.

## **ARTICLE 6. MEMBERSHIP CERTIFICATES.**

**Section 1. Form and Issuance.** Members of the Association may be issued certificates signed by the President or a Vice President, and by the Secretary or an Assistant Secretary. Each Membership certificate shall state the following: (a) the name of the Association; (b) that the Association is organized under the laws of *Georgia* as a nonprofit corporation; (c) the name of the person or persons to whom issued; and (d) the class of Membership. The Membership certificate itself shall convey no rights or privileges, but shall only be for identification.

**Section 2. Lost, Stolen, or Destroyed Certificates.** The Association may issue a new Membership certificate in the place of any certificate previously issued if the Member named in the certificate: (a) makes proof in affidavit form that it has been lost, destroyed, or stolen; (b) requests the issuance of a new certificate; and (c) satisfies any other reasonable requirements imposed by the Association.

## **ARTICLE 7. BOOKS, RECORDS, AND REPORTS.**

**Section 1. Report to Members.** The Association shall send an annual report to the Members of the Association not later than four (4) months after the close of each fiscal year. Said report shall include a balance sheet as of the close of the fiscal year of the Association. Also, said report shall include a budget for the current fiscal year. Said budget shall be approved by the Board and shall not require a vote of the Membership. Such financial statements shall be prepared from and in accordance with the books of the Association.

**Section 2. Inspection of Corporate Records.** Any person who is a Voting Member of the Association shall have the right, for any proper purpose and at any reasonable time, on written demand stating the purpose thereof, to examine and make copies from the relevant books and records of accounts, minutes, and records of Members of the Association. Upon the written request of any Voting Member, the Association shall mail to such Member a copy of the most recent balance sheet and revenue and

disbursement statement. If such request is received by the Association before such financial statements are available for its last fiscal year, the Association shall mail such financial statements as soon as they become available. In any event, the financial statements must be mailed within four (4) months after the close of the last fiscal year. Additionally, balance sheets and revenue and disbursement statements shall be filed in the registered office of the Association in *Georgia*, shall be kept for at least five (5) years, and shall be subject to inspection during business hours by any Voting Member, in person or by agent.

## **ARTICLE 8. NONPROFIT OPERATION.**

The Association will not have or issue shares of stock. No dividends will be paid. No part of the income or assets of the Association will be distributed to its Members, Directors, or Officers without full consideration. The Association may contract in due course with its Members, Directors, and Officers without violating this provision.

## **ARTICLE 9. FISCAL YEAR.**

The fiscal year of the Association shall be the period selected by the Board of Directors as the taxable year of the Association for federal income tax purposes.

## **ARTICLE 10. SEAL.**

The corporate seal shall bear the name of the Association between two (2) concentric circles and in the inside of the inner circle shall be the year of incorporation.

## **ARTICLE 11. INDEMNIFICATION.**

The Association shall indemnify each Officer and Director, including former Officers and Directors, to the full extent permitted by the *Georgia* Act.

## **ARTICLE 12. AMENDMENTS.**

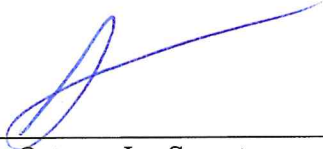
These Bylaws may be altered, amended, or replaced and new Bylaws may be adopted by a majority vote of the Board of Directors. A copy of each amendment to these Bylaws, certified by the Secretary of the Corporation, shall be filed with the records of the Association. Furthermore, if the Articles of Incorporation of the Association are amended, a copy of the amendment certified by the Secretary of

State of *Georgia* shall be filed for record in the Public Records of Liberty and Long County, *Georgia*.



**CERTIFICATE OF SECRETARY**

KNOW ALL MEN BY THESE PRESENTS that the undersigned Secretary of the Corporation known as **PARISH CROSSING HOME OWNERS ASSOCIATION, INC.**, a Georgia nonprofit corporation, does hereby certify that the above and foregoing Bylaws were duly adopted by the Directors of said Corporation as the Bylaws of said Corporation on the 19<sup>th</sup> day of June, 2019, and that they do now constitute the Bylaws of said Corporation.

  
\_\_\_\_\_  
James N. Osteen, Jr., Secretary

**RESOLUTION OF**  
**PARISH CROSSING HOMEOWNERS' ASSOCIATION, INC.**

In accordance with 3.02 (b) of Article III of the Declaration of Covenants, Conditions and Restrictions for Parish Crossing Subdivision, the Class "B" Member hereby appoints the following individuals as the initial Board of Directors to terms beginning July 1, 2019, as follows:

Randy Wright – 2 year term  
Joseph Constantine – 2 year Term  
James Snowden – 2 year Term

The Secretary is hereby directed to file this resolution in the records of the Corporation.

This 19th day of June, 2019.

  
\_\_\_\_\_  
James N. Osteen, Jr. - Secretary