
After Recording Return To:
Lueder, Larkin & Hunter, LLC
5900 Windward Parkway, Suite 3900
Alpharetta, Georgia 30005
ATTN: John T. Lueder

Cross Reference:
Deed Book 1244, Page 43
Deed Book 1689, Page 297

STATE OF GEORGIA

HALL COUNTY

AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR STRATFORD ON LANIER SUBDIVISION

WHEREAS, on July 27, 1988, Lanier Overlook Partnership, a Georgia general partnership (the “Declarer”), executed that certain Declaration of Covenants, Conditions, Restrictions and Easements for Stratford on Lanier Subdivision, recorded on July 27, 1988 in Deed Book 1244, Page 42, et seq. of the Hall County, Georgia property records (the “1988 Declaration”);

WHEREAS, pursuant to the 1988 Declaration, the property that was submitted to the 1988 Declaration included Phase I of the Stratford on Lanier Subdivision, including the lots located at the following sixty-four addresses: 5728 Stratford Drive; 5734 Stratford Drive; 5746 Stratford Drive; 5804 Stratford Drive; 5805 Stratford Drive; 5812 Stratford Drive; 5813 Stratford Drive; 5816 Stratford Drive; 5817 Stratford Drive; 5820 Stratford Drive; 5821 Stratford Drive; 5824 Stratford Drive; 5825 Stratford Drive; 5829 Stratford Drive; 5833 Stratford Drive; 5904 Wellington Avenue; 5906 Wellington Avenue; 5908 Wellington Avenue; 5911 Wellington Avenue; 5916 Wellington

Avenue; 5920 Wellington Avenue; 5923 Wellington Avenue; 5924 Wellington Avenue; 5928 Wellington Avenue; 5932 Wellington Avenue; 5935 Wellington Avenue; 5936 Wellington Avenue; 5940 Wellington Avenue; 5941 Wellington Avenue; 5942 Wellington Avenue; 5945 Wellington Avenue; 5946 Wellington Avenue; 5949 Wellington Avenue; 5950 Wellington Avenue; 5951 Wellington Avenue; 5953 Wellington Avenue; 5954 Wellington Avenue; 5957 Wellington Avenue; 5958 Wellington Avenue; 5962 Wellington Avenue; 5966 Wellington Avenue; 5968 Wellington Avenue; 5969 Wellington Avenue; 5970 Wellington Avenue; 5972 Wellington Avenue; 5974 Wellington Avenue; 5975 Wellington Avenue; 5976 Wellington Avenue; 5978 Wellington Avenue; 5980 Wellington Avenue; 5982 Wellington Avenue; 5984 Wellington Avenue; 5986 Wellington Avenue; 5987 Wellington Avenue; 5988 Wellington Avenue; 5990 Wellington Avenue; 5991 Wellington Avenue; 5992 Wellington Avenue; 5993 Wellington Avenue; 5994 Wellington Avenue; 5994 Wellington Avenue; 5995 Wellington Avenue; 5997 Wellington Avenue; and 6000 Wellington Avenue;

WHEREAS, pursuant to Article X, Section 2 of the 1988 Declaration, the 1988 Declaration may be amended by the approval of (a) the Declarer if the Declarer is the then owner of any lot in Phase 1 of the Stratford on Lanier Subdivision; (b) at least two-thirds (2/3) of the owners of lots subject to the 1988 Declaration; and (c) the owner of the common property subject to the 1988 Declaration;

WHEREAS, the Declarer is no longer the owner of a lot in Phase 1 of the Stratford on Lanier Subdivision;

WHEREAS, Stratford on Lanier Homeowners Association, Inc. (the "Association") is the owner of the common property subject to the 1988 Declaration;

WHEREAS, on March 31, 1991, Anderson-Peterson, Ltd., a Georgia limited partnership, executed that certain Declaration of Covenants, Conditions, Restrictions and Easements for Stratford on Lanier Subdivision, recorded on March 31, 1991 in Deed Book 1689, Page 297, et seq. of the Hall County, Georgia property records (the “1991 Declaration”);

WHEREAS, pursuant to the terms of the 1991 Declaration, the property that was submitted to the 1991 Declaration included those lots within Phase I of the Stratford on Lanier Subdivision that were owned at that time by Anderson-Peterson, Ltd., as well as the lots within Phase II of the Stratford on Lanier Subdivision, which in total included the lots located at the following one hundred and thirty-nine addresses: 5728 Stratford Drive; 5734 Stratford Drive; 5746 Stratford Drive; 5804 Stratford Drive; 5805 Stratford Drive; 5812 Stratford Drive; 5813 Stratford Drive; 5817 Stratford Drive; 5820 Stratford Drive; 5821 Stratford Drive; 5825 Stratford Drive; 5829 Stratford Drive; 5833 Stratford Drive; 5904 Wellington Avenue; 5906 Wellington Avenue; 5911 Wellington Avenue; 5923 Wellington Avenue; 5924 Wellington Avenue; 5928 Wellington Avenue; 5932 Wellington Avenue; 5935 Wellington Avenue; 5936 Wellington Avenue; 5941 Wellington Avenue; 5942 Wellington Avenue; 5945 Wellington Avenue; 5946 Wellington Avenue; 5949 Wellington Avenue; 5950 Wellington Avenue; 5951 Wellington Avenue; 5953 Wellington Avenue; 5954 Wellington Avenue; 5957 Wellington Avenue; 5958 Wellington Avenue; 5962 Wellington Avenue; 5969 Wellington Avenue; 5975 Wellington Avenue; 5987 Wellington Avenue; 5990 Wellington Avenue; 5992 Wellington Avenue; 5993 Wellington Avenue; 5994 Wellington Avenue; 5995 Wellington Avenue; 6000 Wellington Avenue; 6000 Wellington Avenue; 6008 Wellington Avenue; 6011 Wellington Avenue; 6012 Wellington Avenue; 6020 Wellington Avenue; 6024 Wellington Avenue; 6025 Wellington Avenue; 6029 Wellington Avenue; 6030 Wellington Avenue; 6040 Wellington Avenue; 6041 Wellington

Avenue; 6044 Wellington Avenue; 6048 Wellington Avenue; 6049 Wellington Avenue; 6057 Wellington Avenue; 6060 Wellington Avenue; 6065 Wellington Avenue; 6076 Wellington Avenue; 6077 Wellington Avenue; 6079 Wellington Avenue; 6080 Wellington Avenue; 5917 Manchester Lane; 5925 Manchester Lane; 5929 Manchester Lane; 5933 Manchester Lane; 5937 Manchester Lane; 5943 Manchester Lane; 5947 Manchester Lane; 5955 Manchester Lane; 5959 Manchester Lane; 5960 Manchester Lane; 5963 Manchester Lane; 5964 Manchester Lane; 5967 Manchester Lane; 5971 Manchester Lane; 5977 Manchester Lane; 5981 Manchester Lane; 6129 Westchester Place; 6133 Westchester Place; 6137 Westchester Place; 6141 Westchester Place; 6142 Westchester Place; 6145 Westchester Place; 6148 Westchester Place; 6149 Westchester Place; 6152 Westchester Place; 6153 Westchester Place; 6106 Foxmoor Court; 6109 Foxmoor Court; 6110 Foxmoor Court; 6113 Foxmoor Court; 6114 Foxmoor Court; 6117 Foxmoor Court; 6118 Foxmoor Court; 6121 Foxmoor Court; 6122 Foxmoor Court; 6125 Foxmoor Court; 6126 Foxmoor Court; 5926 Rockingham Way; 5930 Rockingham Way; 6002 Rockingham Way; 6005 Rockingham Way; 6009 Rockingham Way; 6010 Rockingham Way; 6013 Rockingham Way; 6014 Rockingham Way; 6017 Rockingham Way; 6018 Rockingham Way; 6021 Rockingham Way; 6022 Rockingham Way; 6028 Rockingham Way; 6031 Rockingham Way; 6032 Rockingham Way; 6036 Rockingham Way; 6039 Rockingham Way; 6042 Rockingham Way; 6046 Rockingham Way; 6053 Rockingham Way; 6054 Rockingham Way; 6059 Rockingham Way; 6060 Rockingham Way; 6063 Rockingham Way; 6066 Rockingham Way; 6069 Rockingham Way; 6070 Rockingham Way; 6073 Rockingham Way; 6074 Rockingham Way; 6077 Rockingham Way; 6078 Rockingham Way; 6081 Rockingham Way; 6082 Rockingham Way; 6085 Rockingham Way; 6086 Rockingham Way; 6089 Rockingham Way; 6090 Rockingham Way; and 6093 Rockingham Way;

WHEREAS, since lots owned by Anderson-Peterson, Ltd. within Phase I of the Stratford on Lanier Subdivision were already subject to the 1988 Declaration at the time Anderson-Peterson, Ltd. additionally submitted those same lots to the 1991 Declaration, the lots at the following forty-three addresses are subject to both the 1988 Declaration and the 1991 Declaration: 5728 Stratford Drive; 5734 Stratford Drive; 5746 Stratford Drive; 5804 Stratford Drive; 5805 Stratford Drive; 5812 Stratford Drive; 5813 Stratford Drive; 5817 Stratford Drive; 5820 Stratford Drive; 5821 Stratford Drive; 5825 Stratford Drive; 5829 Stratford Drive; 5833 Stratford Drive; 5904 Wellington Avenue; 5906 Wellington Avenue; 5911 Wellington Avenue; 5923 Wellington Avenue; 5924 Wellington Avenue; 5928 Wellington Avenue; 5932 Wellington Avenue; 5935 Wellington Avenue; 5936 Wellington Avenue; 5941 Wellington Avenue; 5942 Wellington Avenue; 5945 Wellington Avenue; 5946 Wellington Avenue; 5949 Wellington Avenue; 5950 Wellington Avenue; 5951 Wellington Avenue; 5953 Wellington Avenue; 5954 Wellington Avenue; 5957 Wellington Avenue; 5958 Wellington Avenue; 5962 Wellington Avenue; 5969 Wellington Avenue; 5975 Wellington Avenue; 5987 Wellington Avenue; 5990 Wellington Avenue; 5992 Wellington Avenue; 5993 Wellington Avenue; 5994 Wellington Avenue; 5995 Wellington Avenue; and 6000 Wellington Avenue;

WHEREAS, Stratford on Lanier, LLC became the “Declarant,” as that term is defined and identified within the 1991 Declaration;

WHEREAS, pursuant to Article IX, Section 9.3, of the 1991 Declaration, the 1991 Declaration may be amended by the approval of (a) at least two-thirds (2/3) of the owners of lots subject to the 1991 Declaration; and (b) the Declarant during any period in which the Declarant has the right to appoint and remove directors and officers of the Association;

WHEREAS, the Declarant's right to appoint and remove directors and officers of the Association has expired, and as such, the approval of the Declarant to amend the 1991 Declaration is not required;

WHEREAS, that certain Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Stratford on Lanier was recorded on March 5, 2004 in Deed Book 4898, Page 1, et seq. of the Hall County, Georgia land records to amend various provisions of the 1988 Declaration and to submit the 1988 Declaration to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, et seq.;

WHEREAS, that certain Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Stratford on Lanier Subdivision was recorded on September 11, 2003 in Deed Book 4729, Page 469, et seq. of the Hall County, Georgia land records to amend various provisions of the 1991 Declaration and to submit the 1991 Declaration to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, et seq.;

WHEREAS, all owners of lots subject to the 1988 Declaration and/or the 1991 Declaration are members of the Association;

WHEREAS, the Bylaws of Stratford on Lanier Homeowners Association, Inc., (the "Bylaws") are the bylaws of the Association;

WHEREAS, pursuant to Article VI, Section 6.01 of the Bylaws, the Bylaws may be amended upon the affirmative vote of at least two-thirds (2/3) of the Association membership;

WHEREAS, the Board of Directors of the Association believes it to be in the best interest of the Association to amend and restate the 1988 Declaration, the 1991 Declaration, and the Bylaws in order to achieve cohesion, uniformity, and clarity regarding the rights and obligations of those in the Stratford on Lanier Subdivision;

WHEREAS, at a meeting of the Association, which occurred on _____, 202____, at least two-thirds (2/3) of the owners of lots subject to the 1988 Declaration approved this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Stratford on Lanier Subdivision;

WHEREAS, at such meeting of the Association, at least two-thirds (2/3) of the owners of lots subject to the 1991 Declaration approved this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Stratford on Lanier Subdivision;

WHEREAS, further at such meeting of the Association, at least two-thirds (2/3) of the members of the Association approved the Amended and Restated Bylaws of Stratford on Lanier Homeowners Association, Inc.;

WHEREAS, the four lots located at 6052 Wellington Avenue; 6064 Wellington Avenue; 6068 Wellington Avenue; and 6072 Wellington Avenue are not subject to either the 1988 Declaration or the 1991 Declaration, and the owners of such lots are not members of the Association;

WHEREAS, the owners of such four lots located at 6052 Wellington Avenue; 6064 Wellington Avenue; 6068 Wellington Avenue; and 6072 Wellington Avenue are hereby given the opportunity to submit their property to this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Stratford on Lanier Subdivision, and become members of the Association, by consent forms to be executed and recorded in the Hall County, Georgia property records;

NOW, THEREFORE, the 1988 Declaration, the 1991 Declaration, the Bylaws, and all amendments and supplements thereto are hereby stricken and the following is simultaneously substituted therefor:

AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR STRATFORD ON LANIER SUBDIVISION

LUEDER, LARKIN & HUNTER, LLC
Attorneys
5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005
770-685-7000

TABLE OF CONTENTS

ARTICLE I 1
GEORGIA PROPERTY OWNERS’ ASSOCIATION ACT 1
ARTICLE II 1
DEFINITIONS..... 1
ARTICLE III..... 2
PROPERTY SUBJECT TO DECLARATION 2
 3.1 Property Subject to Declaration..... 2
ARTICLE IV 3
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS 3
 4.1. Membership 3
 4.2. Voting 3
 4.3. Entity Members 3
ARTICLE V 3
ASSOCIATION RIGHTS 3
 5.1. Association Rights 3
ARTICLE VI 4
ASSESSMENTS..... 4
 6.1. Purpose of Assessment 4
 6.2. Creation of the Lien and Personal Obligation For Assessments 4
 6.3. Uniform Rate of Assessment and Specific Assessments..... 5
 6.4. Computation of Operating Budget and Assessment..... 5
 6.5. Reserve Budget and Reserve Account..... 6
 6.6. Special Assessments 6
 6.7. Capital Contribution Assessment (Initiation Fee) 6
 6.8. Delinquent Assessments. 7
 6.9. Statement of Account 8
ARTICLE VII 8
ARCHITECTURAL CONTROLS. 8
 7.1. General..... 8
 7.2. Architectural Control Committee 9

7.3.	Appeal.....	9
7.4.	Limitation of Liability	10
7.5.	No Waiver of Future Approvals	10
7.6.	Enforcement and Inspection	10
7.7.	Commencement and Completion of Construction	10
ARTICLE VIII.....		11
USE RESTRICTIONS.....		11
8.1.	Residential Use and Dwellings.....	11
8.2.	Number of Occupants	12
8.3.	Vehicles and Parking	12
8.4.	Pets.....	13
8.5.	Fences	13
8.6.	Window Treatments	13
8.7.	Antennas and Satellite Dishes	13
8.8.	Prohibition of Nuisance and Noise.....	14
8.9.	Firearms.....	15
8.10.	Signs	15
8.11.	Rubbish, Trash, and Garbage	15
8.12.	Unsightly or Unkempt Conditions.....	15
8.13.	Impairment of Lots and Easements.....	16
8.14.	Erosion Control.....	16
8.15.	Subdivision of Lots.....	16
8.16.	Garage Sales	16
8.17.	Landscaping.....	16
8.18.	Tree Removal	16
8.19.	Mailboxes	16
8.20.	Pools	17
8.21.	Clotheslines	17
8.22.	Recreational Equipment	17
8.23.	Sight Distance at Intersections and Driveways	17
8.24.	Drainage.....	17

8.25. Exterior Security Devices	17
8.26. Retaining Walls	17
8.27. Outbuildings and Similar Structures.....	17
ARTICLE IX	17
LEASING	17
9.1. General.....	17
ARTICLE X.....	22
MAINTENANCE RESPONSIBILITY	22
10.1. Owner’s Responsibility	22
10.2. Association's Responsibility.....	23
ARTICLE XI	24
EASEMENTS.....	24
11.1. Easement for Use and Enjoyment	24
11.2. Easement for Entrance Sign, Landscaping, and Perimeter Fence.	24
11.3. Easements on Plats.	24
ARTICLE XII.....	24
SALE OF LOTS	24
12.1. Grantee’s Obligation for Notice	24
ARTICLE XIII.....	25
INSURANCE.....	25
13.1. Hazard Insurance on Common Property	25
13.2. Association Liability and Directors’ and Officers’ Liability Insurance	25
13.3. Premiums and Deductible on Association Policies	25
13.4. Policy Terms.....	25
13.5. Individual Lot Owner Insurance.....	25
ARTICLE XIV.....	25
REPAIR AND RECONSTRUCTION.....	25
14.1. Damage to or Destruction of Dwellings on Lots	25
ARTICLE XV.....	26
MORTGAGEE'S RIGHTS	26
15.1. Foreclosure	26

15.2. Eligible Mortgage Holder.....	26
15.3. Financial Statement.....	26
15.4. Non-Impairment.....	26
ARTICLE XVI.....	27
AMENDMENTS.....	27
16.1. Amendments.....	27
ARTICLE XVII.....	27
GENERAL PROVISIONS.....	27
17.1. Enforcement.....	27
17.2. Duration.....	29
17.3. Security.....	29
17.4. Dispute Resolution.....	29
17.5. No Discrimination.....	29
17.6. Indemnification.....	29
17.7. Implied Rights.....	30
17.8. Severability.....	30
17.9. Conflicts.....	30
17.10. Preparer.....	30

LIST OF EXHIBITS

EXHIBIT “A” -	DESCRIPTION OF SUBMITTED PROPERTY
EXHIBIT “B” -	BYLAWS

AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR STRATFORD ON LANIER SUBDIVISION

ARTICLE I

GEORGIA PROPERTY OWNERS' ASSOCIATION ACT

Stratford on Lanier is a residential property owners' development which is submitted to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, *et seq.*, as may be amended or supplemented.

ARTICLE II

DEFINITIONS

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

2.2. Association means Stratford on Lanier Homeowners Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

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

2.4. Bylaws mean the By-Laws of Stratford on Lanier Homeowners Association, Inc., as amended, attached to this Declaration as Exhibit "A" and incorporated herein by this reference.

2.5. Common Property means any and all real and personal property now or hereafter owned by the Association.

2.6. Community or Stratford on Lanier means all property subjected and annexed to this Declaration and all amendments thereto.

2.7. Community-Wide Standard means the standard of conduct, maintenance, design, architecture, construction, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board, including design, construction, and modification guidelines within written Design Guidelines.

2.8. Declaration means this Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Stratford on Lanier.

2.9 Design Guidelines mean the design, construction, and modification guidelines, Lot protocols, and application and review procedures applicable to the Community promulgated and administered pursuant to Article VII of this Declaration.

2.10. Effective Date of this Declaration means the date this Declaration is recorded in the Hall County, Georgia land records.

2.11. Governing Documents refer collectively to this Declaration, the Bylaws, Articles of Incorporation, Design Guidelines, rules and regulations of the Association, and any additional covenants governing any portion of the Community, as each may be amended.

2.12. Lot means any parcel of land shown upon any plat for the Community recorded in the Hall County, Georgia land records, whether or not a dwelling has been constructed upon the parcel. Lot shall not include the Common Property.

2.13. Member means any Person subject to membership in the Association pursuant to Article IV, Section 4.1 herein.

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

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

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

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

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

ARTICLE III

PROPERTY SUBJECT TO DECLARATION

3.1 Property Subject to Declaration. The property subject to this Declaration is all that property originally subject to the 1988 Declaration, all amendments thereto, the 1991 Declaration, all amendments thereto, and all that property described in Exhibit "A" attached hereto and incorporated herein by this reference.

ARTICLE IV

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

4.1. Membership. There shall be one category of membership referred to as member or membership. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be a Member of the Association. This is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot owned. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no event shall more than one (1) vote be cast for each Lot owned.

4.2. Voting. Members shall be entitled to one (1) equal vote for each Lot owned. When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners determine among themselves. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it.

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

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

ARTICLE V

ASSOCIATION RIGHTS

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

- (a) make and to enforce reasonable rules and regulations governing the use of the Common Property;
- (b) grant permits, licenses, utility easements, and other easements, permits or licenses under, through or over the Common Property;
- (c) the right of the Board of Directors to convey all or a portion of the Common Property to any Person upon the written approval of at least three-quarters (3/4) of the total vote of the Association membership;
- (d) deal with the Common Property in the event of damage or destruction as a result of casualty loss, condemnation, or eminent domain;
- (e) represent the Owners in dealing with governmental entities on matters related to the Common Property; and,
- (f) 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.

ARTICLE VI

ASSESSMENTS

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

6.2. Creation of the Lien and Personal Obligation For Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to (i) annual assessments and charges; (ii) specific assessments pursuant to Section 6.3 of this Article; (iii) special assessments pursuant to Section 6.6 of this Article; (iv) any other charge authorized by the Declaration.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred (including post-judgment attorney fees from any prior judgment, if any), shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. Each Owner and the Owner's grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board. The Board of Directors may, but is not obligated to, permit assessments to be paid in

monthly, quarterly, or semi-annual installments. No Owner may be exempted from liability, or otherwise withhold payment of assessments, for any reason whatsoever.

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

6.3. Uniform Rate of Assessment and Specific Assessments. Annual and special assessments shall be fixed at a uniform rate for all Lots. Owners of multiple Lots may be assessed as follows: (a) all Lots on which an Owner's dwelling is erected shall be subject to the full assessment amount; (b) all other Lots owned by an Owner who has a dwelling erected on another Lot and which Lots do not have a dwelling thereon shall be subject to an assessment in an amount equal to one-fourth (1/4th) of the assessment amount; and (c) Owners of multiple Lots that do not have a dwelling erected on any Lot shall have the lowest numbered Lot designated as the Owner's Primary Lot, which shall be subject to the full assessment amount, and all other Lots of the Owners shall be designated as the Owner's Secondary Lot(s), which shall be subject to an assessment in an amount equal to one-fourth (1/4th) of the full assessment amount.

Notwithstanding the above, the Board of Directors shall have the power to levy specific assessments against a particular Lot or Lots as follows:

(a) Except for expenses incurred for maintenance and repair of items which are the Association's maintenance responsibility hereunder, any common expenses benefiting less than all of the Lots or significantly disproportionately benefiting all Lots may be specifically specially assessed equitably among all of the Lots which are benefited according to the benefit received.

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

(c) Fines levied by the Association and all costs incurred in bringing a Lot into compliance with the terms of the Governing Documents, including reasonable attorney's fees actually incurred, regardless of whether or not a lawsuit is filed, shall be specifically assessed to the Owner of such Lot.

6.4. Computation of Operating Budget and Assessment. Prior to the beginning of each new fiscal year, the Board of Directors shall (1) prepare a budget covering the estimated expenses of the Association for the upcoming new fiscal year and shall fix in the budget the amount of the annual assessment for the upcoming new fiscal year, which shall not exceed fifteen percent (15%) of the immediately preceding annual assessment; and (2) deliver a copy of the budget to each Owner at least thirty days prior to the beginning of the new fiscal year. The budget shall not

operate as a limitation on expenditures by the Board, but, rather, the budget is merely an estimate of expenses on which the Board may base the annual assessment. The Board may, but is not obligated to, permit the annual assessment to be paid in monthly, quarterly, or semi-annual installments. The budget and the assessment shall become effective unless disapproved by the majority of the total vote of the Association membership at a meeting of the membership within the first ninety days of the new fiscal year. Said meeting may be the annual meeting of the members if the annual meeting is held during the first ninety days of the new fiscal year or may be at a special meeting requested in accordance with the Bylaws. If either (1) the membership disapproves the budget within the first ninety days of the new fiscal year as provided herein, or (2) the Board fails for any reason to either (a) prepare a budget and fix the amount of the annual assessment for the new fiscal year or (b) deliver the budget to the members, as provided herein, then the budget and annual assessment in effect for the current fiscal year shall continue for the upcoming new fiscal year. The fiscal year of the Association may be set by Board resolution or, in the absence thereof, shall be January 1st through December 31st.

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

6.6. Special Assessments. The Board of Directors may levy special assessments for the purpose of defraying, in whole or in part, the cost of any capital addition to, capital improvement of or repair or replacement of a portion of the Common Property (including the necessary fixtures and personal property attached thereto) or for the cost of defraying, in whole or in part, any other lawful expense of the Association; provided, however, that the total amount of special assessments allocable to each Lot in any one fiscal year will not exceed the annual assessment then in effect. If the total amount of special assessments allocable to each Lot assessed in any one fiscal year exceeds the annual assessment then in effect, then a majority of eligible Owners shall be required to approve the special assessment, by the affirmative vote, written consent, or any combination of affirmative vote and written consent. For purposes of this Article, the term "eligible Owner" shall mean an Owner whose voting rights have not been suspended pursuant to this Declaration and/or the Bylaws. The amounts and due dates of such special assessment so levied shall be as specified by the Board. An approved special assessment may be required to be paid during the fiscal year, or alternatively, may be paid over a set number of years at the discretion of the Board.

6.7. Capital Contribution Assessments (Initiation Fee). Upon the conveyance of ownership of a Lot, including all resales, a capital contribution assessment (an initiation fee) shall become due and payable to the Association by each new Owner. The amount of the capital contribution assessment shall be equal to the amount of the annual assessment in effect at the time of the conveyance, or such other amount as the Board may from time to time decide, provided that

in no event shall the capital contribution exceed two times the annual assessment amount. The capital contribution assessment shall not be deemed to be an advance payment of any assessment and may not be paid in lieu of any assessment. The capital contribution assessment shall be the personal obligation of the new Owner and shall constitute a lien against the Lot. Notwithstanding anything to the contrary herein, no capital contribution assessment shall be due as a result of a conveyance of a Lot to an Owner's spouse, child, or a corporation, partnership, company, or legal entity in which the Owner is a principal; no capital contribution assessment shall be due from any Person who takes title through foreclosure upon the lien of any first priority Mortgage covering the Lot or the lien of any secondary purchase money Mortgage covering the Lot.

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

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

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

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

(d) If an assessment, fine, or charge remains unpaid more than thirty (30) days after the due date, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Act, the Declaration, the Bylaws, and Georgia law, including reasonable attorney's fees actually incurred (and including post-judgment attorney's fees from any prior judgment, if any).

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

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

ARTICLE VII

ARCHITECTURAL CONTROLS.

7.1. General. No Owner, Occupant, or any other Person may make any exterior change, alteration, modification (including exterior painting), or construction on a Lot, including re-grading of any Lot, nor erect, place or post any thing or object which may affect the appearance of a Lot, including, but not limited to, any fence, playground equipment, light (except for reasonable seasonal decorations, such as wreaths, inflatables, and lighting), nor place any object in any window which is visible from the exterior of a dwelling, without first obtaining the written approval of the Architectural Control Committee ("ACC"). The Design Guidelines may provide that preapproval of the ACC is granted for certain items.

The standard for approval of all improvements hereunder shall include, but not be limited to: (1) aesthetic consideration; (2) compliance with the Community-Wide Standard, this Declaration, or Design Guidelines which may be adopted by the ACC; (3) harmony with the external design and relative size of the existing dwelling, Lots and structures, and the location in relation to surrounding dwellings, structures, topography and finished grade elevation; and (4) any other matter deemed to be relevant or appropriate by the ACC.

Applications for approval of any such modification shall be in writing and shall provide such information as the ACC may reasonably require, such as plans and specifications showing the nature, kind, shape, color, materials, and location of all proposed structures and improvements, as well irrigation systems, drainage, lighting, re-grading, and other features of proposed construction, as applicable. If the ACC fails to approve, conditionally approve, or to disapprove such application within thirty (30) days after the application and such information as the ACC may reasonably require shall have been submitted, its approval will not be required and this Article shall be deemed complied with, unless such construction, modification or improvement otherwise

is in violation of the Declaration, the Bylaws, the Design Guidelines, the Association's rules and regulations, or applicable zoning ordinances.

The ACC may withhold approval for any reason, including purely aesthetic considerations. The Association, acting through the Board, shall be entitled to stop any construction or modification which is not in conformance with approved plans. The Board may, but shall not be obligated to, publish written Design Guidelines for exterior alterations or additions. The Design Guidelines are intended to provide guidance to Owners regarding matters of particular concern to the ACC in considering applications hereunder. The Design Guidelines are not the exclusive basis for decisions of the ACC and compliance with the Design Guidelines does not guarantee approval of any application. The Board shall have the sole and full authority to amend the Design Guidelines and may seek recommendations from the ACC. Any change to the Design Guidelines shall apply prospectively only. No limitations shall be imposed on the scope of changes to the Design Guidelines except that no change shall require the modification or removal of any structure previously approved once the approved construction or modification has commenced. The Board is expressly authorized to change the Design Guidelines to remove requirements previously imposed, or otherwise to make the Design Guidelines less restrictive.

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

7.3. Appeal. In the event the ACC disapproves any application or part thereof, an Owner shall have the right to appeal the ACC's decision to the Board of Directors. If the Board does not receive written notice from the Owner by certified mail requesting an appeal within fourteen (14) days from the date of the ACC's notice to the Owner of its decision, the decision of the ACC shall become final. The Owner, within the Owner's notice of appeal, may request a hearing before the Board. The Board shall rule on the appeal within thirty (30) days of receiving written notice requesting an appeal from the Owner, or within thirty (30) days of the hearing (if a hearing is requested by the Owner), whichever is later. If the Board fails to render a decision on such appeal within such period of time, the ACC decision shall be deemed overturned and this Article shall be deemed complied with, unless such construction, modification or improvement otherwise is in violation of the Declaration, the Bylaws, the Design Guidelines, the Association's rules and regulations, or applicable zoning ordinances. In ruling on the appeal, the Board shall consider all relevant materials presented to it by either the Owner or the ACC, the decision of the ACC, and the application of the Owner to the ACC. The Board of Directors shall have the final

authority to approve, disapprove, or conditionally approve or disapprove the application of the Owner.

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

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

7.6. Enforcement and Inspection. Any construction, alteration, or other work done in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board, a violating Owner shall, at the Owner's sole cost and expense, remove such nonconforming construction, alteration, or other work and restore the property to substantially the same condition as existed prior to such construction, alteration or work. Should the Owner fail to do so, the Board may exercise any of the enforcement rights set forth in this Declaration.

The ACC and Board of Directors shall have the right, during reasonable hours and after reasonable notice, to enter upon any Lot to inspect for the purpose of ascertaining whether any improvement or modification is in violation of this Article. Entry for these purposes and in compliance with this provision shall not constitute a trespass. The Association, Board, ACC, or their members, agents, officers, directors, or representatives shall not be held liable to any Person for exercising the rights granted by this Article.

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

by the ACC hereunder shall be completed within the time limits established by the ACC at the time the project is approved by the ACC.

ARTICLE VIII

USE RESTRICTIONS

8.1. Residential Use and Dwellings.

(a) 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, except that the Owner or Occupant residing on a Lot may conduct ancillary business activities within that Lot so long as: (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the dwelling; (2) the business activity does not involve visitation of the Lot by employees, clients, customers, suppliers, or other business invitees; provided, however, this provision shall not preclude delivery of materials or items by United States Postal delivery or by other customary parcel delivery services (U.P.S., Federal Express, etc.); (3) the business activity conforms to all zoning requirements for the Community; (4) the business activity does not increase traffic in the Community; (5) the business activity is consistent with the residential character of the Community; and (6) the business activity does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Community.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Lot shall not be considered a business or trade within the meaning of this Section.

(b) Dwellings. Not more than one single-family dwelling shall be erected on any Lot. Dwellings shall not contain less than 2,200 square feet of heated finished living areas, exclusive of open porches, unfinished basements, porte cocheres, garages, carports and breezeways. The front of each dwelling must face the street located in front of the Lot, and no dwelling may be constructed on an angle within the Lot. A majority of the entire front of all dwellings shall be finished with brick, stucco, decorative stone, or a combination thereof. Roof shingles shall be of the architectural style. Metal on any part of a dwelling shall be used only for accent purposes as determined by the ACC. Driveways shall be concrete and must be fully installed prior to the initial occupancy of any newly constructed or reconstructed dwelling. No newly constructed or reconstructed dwellings may include a split foyer.

8.2. Number of Occupants.

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

(b) No garage, attached or detached, nor any other structure on a Lot, may be converted to a finished space for use as an apartment or other integral part of the living area of the dwelling.

8.3. Vehicles and Parking. The Board may establish and modify further rules and regulations regarding vehicles, parking, and sanctions, including but not limited to fines and towing for violations of this Article or the rules and regulations.

(a) Vehicles may only be parked in garages, driveways, or other areas authorized in writing by the Board. Vehicles parked in driveways may not impede any sidewalk.

(b) Disabled vehicles are prohibited from being parked in the Community except in garages. A vehicle shall be considered "disabled" if it does not have a current license tag or is inoperable.

(c) Stored vehicles are prohibited from being parked in the Community except in garages. A vehicle shall be considered "stored" if it remains in a location, other than in a garage, without prior written Board permission, for thirty (30) consecutive days or longer, or if it is covered for more than thirty (30) consecutive days with a car cover or tarp.

(d) Boats, trailers, recreational vehicles (RV's, ATV's, campers, and motor homes), vehicles used primarily for commercial purposes and containing visible evidence of commercial use (such as tool boxes or tool racks), and vehicles with commercial writings on their exteriors are prohibited from being parked in the Community, including on streets, except for the following:

(i) in garages;

(ii) areas designated in writing by the Board;

(iii) vehicles used primarily for commercial purposes and containing visible evidence of commercial use (such as tool boxes or tool racks) and vehicles with commercial writings on their exteriors shall be allowed temporarily on a Lot, street, or the Common Property during normal business hours for the purpose of serving a Lot or the Common Property;

(iv) Boats, trailers, and recreational vehicles (RV's, ATV's, campers, and motor homes) shall be allowed temporarily on a Lot or street for up to forty-eight (48) hours during any seven-day period; and

(v) Boats and trailers may be stored behind a dwelling (including the garage of the dwelling) as long as same are not visible from a street.

8.4. Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number, as determined by the Board. No Owner or Occupant may keep, breed or maintain any pet for any commercial purposes. All permitted pets shall be controlled by the owner whenever outside a home and shall not be allowed to become a nuisance by barking or other acts. The owner of the pet shall be responsible for all of the pet's actions. Dogs shall be kept on a leash and be under the physical control of a responsible person at all times while outdoors in unfenced areas. Dogs may not be left unattended while leashed or tethered to any post, tree, or object. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on a Lot without prior written ACC approval. If state or local ordinances provide for additional restrictions on pets, Owners and Occupants shall abide by whichever is more restrictive.

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.

8.5. Fences. No chain link fence or barbed wire may be placed in the Community. All fences, including "invisible fences" for the confinement of pets, must first be approved by the ACC before the commencement of any installation of the fence. Notwithstanding anything to the contrary stated herein, the Association may erect any type of fence on the Common Property or elsewhere within the Community as the Association's Board of Directors may deem appropriate or as necessary to satisfy the requirements of any law, regulation or governmental entity or for the health and safety of the Owners and Occupants.

8.6. Window Treatments. Sheets, blankets, towels, flags, and other such items shall not be placed in any window or in any way used as window treatments.

8.7. Antennas and Satellite Dishes. No transmission antenna of any kind may be erected anywhere in the Community without written approval of the ACC. No satellite dish, direct broadcast satellite (DBS) antenna, or multi-channel multi-point distribution service (MMDS) larger than one meter in diameter shall be placed, allowed, or maintained upon any portion of the Community, including a Lot. Satellite dishes and DBS and MMDS antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association

authorized by the FCC, both as may be amended from time to time. Such items shall be installed in the least conspicuous location available on the Lot which permits reception of an acceptable signal. Except as provided by this Article, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors on any portion of the Community, whether attached to a home or structure or otherwise.

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

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

(b) Any alarm (except security, fire, or carbon monoxide detection), equipment, or device which produces excessively loud sound if such sound can be heard in a dwelling on any other Lot;

(c) Any exterior light shines into the bedroom within a dwelling on any other Lot;

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

(e) Any consistent dog barking that can be heard in a dwelling on any other Lot;

(f) Any conduct which creates any noxious or offensive odor at any time if such odor can be detected in a dwelling on any other Lot, and any conduct, substance, thing or material that creates any noxious or offensive odors or that will cause any other condition that will or might, in the sole discretion of the Board, disturb the peace, quiet, safety, comfort, or serenity of the Occupants of surrounding Lots;

(g) Any construction or similar activities which can be heard in a dwelling on any other Lot between the hours of 9:00 p.m. and 7:00 a.m.; or

(h) Any plants, animals, device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community.

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

8.9. Firearms. The discharge of firearms within the Community is prohibited; provided, however, that lawfully carrying and possessing firearms in the Community for protection shall be allowed.

8.10. Signs. Except as may be required by legal proceedings, no signs, advertising posters or billboards of any kind shall be erected, placed, or permitted to remain in the Community, including on Common Property, without the prior approval of the Board, except:

(a) Two professional security signs not to exceed ten inches by ten inches each in size may be displayed on a Lot or from within a dwelling on a Lot;

(b) One professionally lettered "For Sale" or "For Lease" sign not to exceed two feet by two feet in size may be displayed on a Lot.

(c) Two temporary signs announcing open houses, births, birthdays or other events for limited periods of time.

8.11. Rubbish, Trash, and Garbage. All rubbish, trash, and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate on a Lot or in a dwelling. Rubbish, trash, and garbage shall be disposed of in appropriate sealed bags and placed in proper receptacles for collection. No dumpster, including for construction debris, may remain on a Lot for more than thirty days without Board approval. All other garbage containers, woodpiles, and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property; provided, however, no exterior garbage or trash containers or exterior enclosures for same will be permitted without ACC approval. The Board may establish rules and regulations regarding the storage location of trash bags, trash cans, and receptacles and the placement of same for pick-up.

8.12. Unsightly or Unkempt Conditions. Each Owner and Occupant shall have the responsibility to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on the Owner's Lot. No Lot within the Community shall be used, in whole or in part, for the storage

of any property or thing that will cause the Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye. The pursuit of hobbies or other activities, including, but not limited to, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community, except in a garage with the garage door shut. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the dwelling. Only appropriate outdoor items, such as neatly stacked firewood, patio furniture, grills, and similar items may be kept outside of a dwelling.

8.13. Impairment of Lots and Easements. An Owner shall not undertake any act or work that will impair the structural soundness or integrity of another dwelling or impair any easement, nor do any act nor allow any condition to exist which will adversely affect other Lots or their Owners or Occupants.

8.14. Erosion Control. No activity which may create erosion or siltation problems anywhere in the Community shall be undertaken without ACC approval.

8.15. Subdivision of Lots. No Lot may be subdivided into a smaller Lot.

8.16. Garage Sales. No garage sale, yard sale, or similar activity shall be conducted in the Community without prior approval of the Board; provided, however, the Board shall set at least two days annually for the Community to have such sales, and each Owner shall be permitted at least two days annually, at the Owner's discretion, for garage sales.

8.17. Landscaping. Sod shall be required from the front of the dwelling to the curb, excluding those portions of the a Lot with landscaping, such as planting beds or areas covered in pine straw or mulch. Corner Lots shall require sod from the front of the dwelling to the curb of the street the dwelling faces, sod from the side of the dwelling facing any street or streets to the curb of such street or streets, and sod from the rear of the dwelling to the back property line.

8.18. Tree Removal. No trees that are more than six inches in diameter at a point two feet above the ground shall be removed without the prior written consent of the ACC; provided however, any diseased or dead trees needing to be removed for safety reasons may be removed without the written consent of the ACC. In the case of a shared tree located between two Lots, written approval from both Owners for the removal of the tree must be submitted along with the ACC application.

8.19. Mailboxes. Each Lot must have a mailbox. Mailboxes shall be a uniform standard consistent with the Community-Wide Standard and shall visibly include the Lot address. Owners shall apply for and receive written approval from the ACC prior to installation or replacement of a mailbox. Mailboxes for new construction or replacement must be black metal with an ACC-approved post.

8.20. Pools. No above ground pool may be permitted; provided, however, temporary child pools not exceeding ten feet in diameter and two feet in height may be permitted in the backyard of a Lot behind the dwelling. All pools (other than such described child pools), spas, whirlpools or hot tubs must be approved by the ACC prior to installation.

8.21. Clotheslines. No outside clothesline shall be permitted.

8.22. Recreational Equipment. Recreational and playground equipment should not be placed on any Lot, including any corner Lot, which is visible from the street abutting such Lot; provided, however, the ACC may grant exceptions, on a case-by-case basis, and may require recreational and playground equipment to be screened from view of the street with fencing, landscaping or other methods determined by the ACC.

8.23. Sight Distance at Intersections and Driveways. With respect to those Lots located at or near any street intersection, as well as those driveway entrances located at or near any street intersection, such Lots shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem or obscure any street sign, sidewalk, or intersection.

8.24. Drainage. No Owner or Occupant may obstruct or re-channel stormwater drainage from a drainage easement, swales, or storm drains.

8.25. Exterior Security Devices. Window bars shall not be permitted on any dwelling.

8.26. Retaining Walls. No retaining wall of any kind shall be placed, erected, allowed or maintained upon any portion of the Community, including any Lot, unless the type and location thereof shall have received approval of the ACC. Any new retaining wall visible from the street shall be made of brick or stone, or other material approved by the ACC.

8.27. Outbuildings and Similar Structures. No structure of a temporary nature, unless approved in writing by the ACC, shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, carport, barn or other structure may be used as a dwelling, either temporarily or permanently.

ARTICLE IX

LEASING

9.1. General. In order to protect the equity of the Owners within the community, to carry out the purpose for which the community was formed by preserving the character of the community as a residential property of predominantly owner-occupied homes, to prevent the community from assuming the character of a renter-occupied complex, leasing of Lots shall be governed by the restrictions imposed by this Section.

(a) Leasing. Leasing of Lots is permitted only as provided herein.

(b) Definitions. “Leasing,” for purposes of the Declaration, is defined as the regular, exclusive occupancy of a Lot by any person or persons other than the Owner; provided, however, leasing shall not include exclusive occupancy by the spouse, domestic partner, child, or parent of an Owner and shall not include the occupancy by a roommate of an Owner who occupies the Lot as such Owner’s primary dwelling.

(c) Short Term Leasing. Notwithstanding anything to the contrary herein, short-term rentals, transient tenants, and any other service utilized to temporarily rent Lots as accommodations to guests or tenants (for example, Airbnb, VRBO, or other similar services) are expressly prohibited, and such rental arrangements shall be considered an impermissible business activity.

(d) General. Any Owner who desires to lease such Owner’s Lot may do so only if the Owner has applied for and received from the Board a “Leasing Permit” or a “Hardship Leasing Permit.” Such a permit, upon its issuance, will allow an Owner to lease the Owner’s Lot provided that such leasing is in strict accordance with the terms of the permit and this Section. The Board shall have the authority to establish conditions as to the duration and use of such permits consistent with this Section. All permits shall be valid only as to a specific Lot Owner and shall not be transferable between either Lots or Lot Owners. **No more than fifteen (15) Lots in the Stratford on Lanier community may be leased or issued Leasing Permits at any time;** such number shall include any Grandfathered-Owners, but shall not include any Hardship Leasing Permits. No leasing permit shall be issued or retained unless the Owner applying for a permit contracts with a vendor to maintain the exterior of the Owner’s Lot for the duration of the lease. The Board shall have the authority to establish further requirements for maintenance contracts.

No Owner, entity, member, partner, person, or the like having any interest in a Lot approved for leasing shall be issued more than one Leasing Permit in the Stratford on Lanier community at any time. The expressed purpose of this provision is to not allow Owners or those with an interest in more than one Lot to lease multiple Lots in the Stratford on Lanier community at the same time. The Board shall have the authority to request all records and information it deems necessary to enforce compliance with this provision before issuing any Leasing Permit.

(e) Leasing Permits. An Owner's request for a Leasing Permit shall be approved if such Owner has regularly occupied the Lot for which the Leasing Permit is requested as his or her primary residence for at least twelve (12) consecutive months, the current number of Lots leased is below fifteen (15), the Owner provides the Board with a copy of a contract with a landscaping firm for the maintenance of the exterior of the Owner’s Lot that meets the Board’s approval and lasts for the duration of the proposed lease, the Owner complies with all other rules and regulations, and complies with any authorized requests by the Board. A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (1) the sale or transfer of the Lot to a third party; (2) the failure of a Lot Owner to lease his or her Lot within ninety (90)

days of the Leasing Permit having been issued; (3) the failure of a Lot Owner to have his or her Lot leased for any consecutive ninety (90) day period thereafter; (4) the occurrence of the date referenced in a written notification by the Owner to the Association that the Owner will, as of said date, no longer need the Leasing Permit; or (5) an Owner failing to maintain their Lot, or if such Owner's maintenance contract with a landscaping firm for the exterior maintenance of their Lot is cancelled or not renewed for any period of more than ten (10) days prior or during the term of the lease.

(f) Hardship Leasing Permits. If the failure to lease will result in an undue hardship, an Owner may seek to lease on a hardship basis by applying to the Board for a Hardship Leasing Permit. The Board of Directors shall have the sole authority to issue or deny requests for Hardship Leasing Permits in its discretion. In making such a determination, the Board may take any factor into account, including: (1) the nature, degree, and likely duration of the hardship, (2) the number of Hardship Leasing Permits which have been issued to other Owners, (3) the Owner's ability to cure the hardship, and (4) whether previous Hardship Leasing Permits have been issued to the Owner. The Board shall have the authority to request all records and information it deems necessary to determine if a Hardship Leasing Permit should be approved. Hardship Leasing Permits shall be valid for a term not to exceed one year. Owners may apply for additional Hardship Leasing Permits.

(g) Leasing Provisions. All leasing within the Development shall be governed by the following provisions:

(i) Notice. Within twenty one (21) days from the execution of the lease by both parties thereto, the Owner shall provide the Board with a copy of the executed lease, the names and phone numbers of the lessees, and such other information as the Board may reasonably require.

(ii) General. Lots may be leased only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Lots or assignment of leases unless approved in writing by the Board. All leases shall be for a period of at least twelve (12) months, except with written approval from the Board. The Lot Owner must provide the tenant copies of the Declaration, Association's Bylaws, and Association Rules and Regulations.

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

(1) Liability for Assessments. Lessee agrees to be personally obligated for the payment of all assessments and all other charges against the Owner which become due during the term of the lease and any other period of occupancy by the lessee or which become due as a consequence of lessee's activities, including, but not limited to, activities which violate provisions of the Declaration, the Bylaws, or the rules and regulations adopted pursuant thereto. The above provision shall not be construed to release the Lot Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

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

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

Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by lessee, any occupant, or any person living with lessee is deemed to be a violation of the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee on behalf and for the benefit of the Owner, in accordance with the terms hereof, or to require the Owner to do so. In the event the Association proceeds to evict the tenant, any costs, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the Lot and the Owner thereof, such being deemed hereby as an expense which benefits the leased Lot and the Owner thereof; and the Owner shall not again lease the Owner's Lot to any person without the expressed written approval of the Board.

(3) Exclusive Use of Common Property. The Owner transfers and assigns to the lessee, for the term of the lease, the exclusive right and privilege to use the Common Property, including, but not limited to, the use of any and all recreational facilities and other amenities. During the term of the lease, the Owner shall not utilize the Common Property, including, but not limited to, the recreational facilities or other amenities.

(h) Entity Owners. If the Owner of a Lot is a corporation, limited liability company, partnership, trust, or other legal entity not being a natural person, the entity shall designate in writing to the Board of the Directors the name(s) of the natural person(s) who will occupy the Lot. To constitute a valid designation in accordance with this subsection, the natural person must have a substantial relationship to the legal entity, including, by way of illustration and not limitation, being a shareholder, director, or officer of the corporation, being a member of the limited liability company, being a partner in the partnership, or being a beneficiary of the trust. In no event shall the natural person(s) designated to occupy the Lot be changed more frequently than once every twelve (12) months.

If the entity Owner receives any consideration or benefit, including, but not limited to, rent, a fee, service, or gratuity from or on behalf of the designated person(s) occupying the Lot, then such arrangement shall be considered leasing, and the Owner shall be required to comply with the entirety of this Section. The express purpose of this subsection is to ensure that entity Owners do not utilize the designation of a natural person to occupy the Lot in order to circumvent the leasing restriction contained within this Section 9.1 Entity Owners shall be eligible to be Grandfathered-Owners in the event any entity Owner complies with the grandfathering provisions within this Section.

(i) Leasing Administration Assessment. The leasing of Lot in the Stratford on Lanier community creates administrative burdens for the Association, including, but not limited to, updating the Association's records, monitoring leases, issuing access control devices, if any, to recreational facilities. Pursuant to this Declaration, the Association is authorized to assess

individual Owners certain expenses benefiting less than all Lots. In accordance with this Declaration, and in addition to annual assessments, special assessments, and other charges provided for in this Declaration, any Owner who leases a Lot will be required to pay to the Association an annual Lease Administration Fee. The Board, in its sole discretion, may set the initial fee and from time to time, may increase the annual Lease Administration Fee. The Board may, but shall not be required to, hire a rental management service for the purpose of monitoring rentals, waitlists and related renting functions in the Stratford on Lanier community.

(j) Applicability of this Section (Grandfathered Lots that are Currently Being Leased). Except as provided herein, the leasing restrictions within this Section 9.1 shall not apply to any Owner who is an Owner of a Lot on the Effective Date of this Declaration if the Owner is leasing the Lot on such date in accordance with the terms of the 1988 Declaration or the 1991 Declaration (“Grandfathered Owner”). The Grandfathered Owner may continue to lease the Lot in accordance with the terms of the 1988 Declaration or the 1991 Declaration as same existed prior to the Effective Date of this Declaration; provided, however, upon the conveyance of ownership of the Lot, all leasing restrictions of this Section 9.1 shall apply. The expressed purpose of this grandfathering provision is to allow Owners who are properly leasing Lots as of the Effective Date of this Declaration to continue to lease their Lots without a Leasing Permit, but to thereafter restrict leasing upon conveyance of ownership of the Lots (e.g., resales).

Grandfathered Owners shall within ninety (90) days of the Effective Date of this Declaration provide a copy of a fully executed lease evidencing that the Owner’s Lot was leased as of the Effective Date of this Declaration. Failure to provide such lease shall create a presumption that the Lot was not leased on the Effective Date of this Declaration, and thus, does not create a Grandfathered Owner. Any and all leases entered into by a Grandfathered Owner must comply with subsections (g) and (h) of this Section. Leases pursuant to this Section shall be counted when calculating the total number of Lots issued Leasing Permits.

ARTICLE X

MAINTENANCE RESPONSIBILITY

10.1. Owner’s Responsibility.

(a) Each Owner shall maintain and keep the Owner’s Lot and dwelling in good repair, condition, and order, including, but not limited to, exterior painting, repairs, mowing, edging, weeding, trimming, removing dead trees and bushes (including fallen trees), and keeping planting beds in good condition and free of weeds. Sidewalks shall be clear of vegetation. Each Owner shall keep trees and shrubbery from becoming overgrown so that same does not create a traffic or sight problem or obscure any street sign or sidewalk.

(b) Each Owner shall maintain any public right of way located between the Owner’s Lot and the curb of the street(s) bordering such Lot.

(c) All maintenance hereunder shall be performed consistent with this Declaration and the Community-Wide Standard established pursuant hereto.

(d) An "Undeveloped Lot" mean a Lot without a dwelling located on the Lot. Each Owner of an Undeveloped Lot authorizes and consents to the Association performing maintenance on the Undeveloped Lot as determined in the sole discretion of the Board and that any costs of such maintenance shall be a specific assessment against such Owner and Undeveloped Lot; provided, however, if an Owner owns an Undeveloped Lot and a Lot on which a dwelling is located, this provision shall not apply. The Association is not required to undertake any maintenance on an Undeveloped Lot, rather the intent of this provision is to allow the Board to maintain Undeveloped Lots of Owners who do not own a dwelling in the Community and to specifically assess such maintenance cost to such Owners.

(e) Other than as provided in subpart (d) above, if the Board determines that any Owner has failed or refused to discharge properly the Owner's obligation with regard to the maintenance or repair of the Owner's Lot, then, the Association, at the sole discretion of the Board, may give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board. Unless the Board determines that an emergency exists, the Owner shall have ten days within which to complete the maintenance or repair. If the maintenance or repair is not capable of completion within such time period, the Owner shall commence replacement or repair within ten days, or such other time as determined by the Board. If the Board determines that (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as herein provided; then the Association may, but is not required, to enter the Owner's Lot and provide any such maintenance or repair at the Owner's cost, and such costs shall be an assessment and lien against the Owner and the Lot. Any interference or rejection by the Owner, or by any Person on behalf of the Owner, including by law enforcement personnel, with the Association's right hereunder to enter the Lot shall constitute a violation of this Declaration.

In the event the Board exercises such self-help as provided within this Article, and in the event further self-help is deemed necessary by the Board within the following six months, the Board may exercise such self-help without further notice to the Owner, and all costs shall be an assessment and lien against the Owner and the Lot.

The Board, in its discretion, may alternatively enforce this Article through any enforcement right set forth in this Declaration. The Board shall not be required to undertake self-help as an enforcement remedy.

10.2. Association's Responsibility. The Association shall maintain and keep in good repair the Common Property. The Association may pay the electric bill for street lighting within the Community. The Association shall be solely liable for the maintenance, repair and replacement of any perimeter fence and entrance features, including landscaping and annual flowers. The

Association may, as a Common Expense, maintain other property and improvements that the Association does not own if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

ARTICLE XI

EASEMENTS

11.1. Easement for Use and Enjoyment. Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to the Owner's Lot, subject to the following provisions:

(a) the right of the Association to provide for the exclusive use and enjoyment of the Common Property or specific portions thereof at certain designated times by an Owner, the Owner's family, tenants, guests, and invitees;

(b) the right of the Association to suspend the right of an Owner to use the Common Property for any period during which any assessment against the Owner or Owner's Lot which is provided for herein remains unpaid and for a reasonable period of time for an infraction of the Declaration, Bylaws, or rules and regulations; and

(c) the right of the Association to grant permits, licenses, or easements across the Common Property.

11.2. Easement for Entrance Sign, Landscaping, and Perimeter Fence. The Association shall have an easement over any portion of a Lot on which any perimeter fence or entrance feature, including, but not limited to, the Community sign and landscaping, is located. The Association shall be solely liable for the maintenance, repair and replacement of any perimeter fence and entrance features, including landscaping and annual flowers.

11.3. Easements on Plats. Each Lot shall be subject to those easements, if any, shown on any recorded plat for the Community, as well as any other applicable easements shown on any recorded instrument filed in the Hall County land records.

ARTICLE XII

SALE OF LOTS

12.1. Grantee's Obligation for Notice. Any Person who becomes an Owner of a Lot shall give the Board written notice of such ownership, including the name of each Owner of the Lot and the address of each Owner, within seven days after becoming an Owner.

ARTICLE XIII

INSURANCE

13.1. Hazard Insurance on Common Property. The Association's Board or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Property.

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

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

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

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

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

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

13.5. Individual Lot Owner Insurance. Each Owner shall carry all-risk casualty insurance, if reasonably available, or if not reasonably available, then fire and extended coverage, on the Owner's Lot and structures constructed thereon in an amount to rebuild all structures thereon in the event of a casualty.

ARTICLE XIV

REPAIR AND RECONSTRUCTION

14.1. Damage to or Destruction of Dwellings on Lots. In the event of damage to a structure on a Lot, the Owner shall repair or reconstruct the damaged structure in a manner

consistent with the original construction or such other plans and specifications as are approved in accordance with Article VII above, unless a determination not to rebuild is made by the Lot Owner in cases of substantial damage or destruction. The Owner shall have six months from the date of the damage to repair or reconstruct the structure; provided, however, (a) the Board shall have the exclusive authority to extend the six-month period as the Board may determine, and (b) in the event the dwelling on a Lot is substantially destroyed, the Owner shall have sixteen months to rebuild the dwelling. If the dwelling is substantially destroyed and a determination is made not to rebuild or to reconstruct, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction, and, thereafter, the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with the Community-Wide Standard.

ARTICLE XV

MORTGAGEE'S RIGHTS

15.1. Foreclosure. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Lot obtains title pursuant to judicial or non-judicial foreclosure of the first Mortgage, it shall not be liable for assessments or charges by the Association chargeable to such Lot which became due prior to such acquisition of title and shall be liable for all assessment from the date of foreclosure until title has been thereafter conveyed.

15.2. Eligible Mortgage Holder. A Mortgage Holder shall become an Eligible Mortgage Holder if the Mortgage Holder provides to the Association in writing its name, address, and phone number, as well as the address of the Lot and name of the Lot Owner to which it holds a Mortgage. Upon becoming an Eligible Mortgage Holder, an Eligible Mortgage Holder shall be entitled to timely written notice of the following:

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

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

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

15.4. Non-Impairment. Notwithstanding anything to the contrary herein contained, the provisions of this Declaration governing sales and leases shall not apply to impair the right of any first Mortgagee to: (i) foreclose or take title to a Lot pursuant to remedies contained in its Mortgage;

(ii) take a deed or assignment in lieu of foreclosure; or (iii) sell, lease, or otherwise dispose of a Lot acquired by the Mortgagee.

ARTICLE XVI

AMENDMENTS

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

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

ARTICLE XVII

GENERAL PROVISIONS

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

(a) Fines and Suspensions of Use. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Lot, for any violation of the Declaration, Bylaws, or any Association rules and regulations. The Board shall further have the power to suspend the use of any Common Property for any violation of the Declaration, Bylaws, or any Association rules and regulations. If any Occupant violates the Declaration, Bylaws or Association rules and regulations and a fine is imposed, the fine may be imposed against the Owner and/or Occupant. The Board may establish and promulgate a fining schedule. The Board shall not impose a fine or suspend the right to use the Common Property, unless and until the Board has sent or delivered written notice to the Owner or Occupant as provided herein.

(i) Notice. If any provision of the Declaration, Bylaws or any Association rule or regulation is violated, the Board shall send the violating Owner or Occupant written notice identifying the violation and fine and/or suspension being imposed and advising the Owner or Occupant of the right to request a hearing before the Board to contest the violation or

the fine and/or suspension or to request reconsideration of the fine and/or suspension. Fines and suspensions may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the Owner or Occupant's right to request a hearing before the Board to challenge the fine and/or suspension. In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the Owner or Occupant.

(ii) Hearing. If a written request for a hearing is received from the Owner or Occupant within ten days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a hearing affording the Owner or Occupant a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time. Failure to request a timely hearing as provided herein shall result in loss of the right to challenge and request reconsideration of the fines or suspension.

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

(c) Abatement and Self-Help. The Board or its designee may enter upon a Lot to exercise self-help in order to remove or abate any violation thereon of the Declaration; provided, however, the Board shall first provide the Owner of the Lot ten days notice of the Board's intention to enter the Owner's Lot and provide the Owner with an opportunity to remove or abate the violation, provided further, such notice shall not be required if the Board determines that an emergency exists. All costs of self-help or of otherwise enforcing the Declaration, Bylaws or Association rules, including reasonable attorney's fees actually incurred, shall be assessed against the Owner, Occupant and/or Lot subject to the violation.

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

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

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

17.2. Duration. The covenants, conditions, restrictions, and easements within the Declaration shall run with and bind the property subject to this Declaration perpetually or as otherwise provided by Georgia law.

17.3. Security. Each Owner and Occupant of a Lot, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in the Community. The Association may, but shall not be obligated to, maintain or support certain activities within the Community intended, either directly or indirectly, to make the Community safer. By undertaking these activities, the Association shall not be considered in any way insurers or guarantors of security within the Community, and shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Owner and Occupant, for itself, himself or herself and its, his or her tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security to the Community.

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

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

17.6. Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer, director, or committee member may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers, directors, and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers, directors, or committee members may also be members of the

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

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

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

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

17.10. Preparer. This Declaration was prepared by John T. Lueder of Lueder, Larkin & Hunter, LLC, 5900 Windward Parkway, Suite 390, Alpharetta, Georgia 30005.

This _____ day of _____, 202__.

STRATFORD ON LANIER HOMEOWNERS
ASSOCIATION, INC.

Signature of President

Print Name: _____

Sworn to and subscribed before me
this ____ day of _____, 202__.

Witness: _____

Notary Public

Signature of Secretary
Print Name: _____

Sworn to and subscribed before me
this ____ day of _____, 202__.

Witness: _____

Notary Public