

**DECLARATION OF MASTER COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF  
TIMBER RIDGE PRESERVE**

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

TIMBER RIDGE PRESERVE

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (“Declaration”) is made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by TIMBER RIDGE PRESERVE, INC. AND Y&Y ENTERPRISES, INC D/B/A CENTURION HOMES

ARTICLE I

CREATION OF THE COMMUNITY

1.1 Purpose and Intent. The owner of the real property described in Exhibit “A” and/or other property annexed by the Developer, intends by the recording of this Declaration to create a general plan of development for the planned community known as Timber Ridge Preserve. This Declaration provides a procedure for the future expansion of Timber Ridge Preserve to include additional real property and provides for the overall development, administration, maintenance and preservation for the overall development, now and hereafter comprising Timber Ridge Preserve. An integral part of the development plan is the creation of the Timber Ridge Preserve Homeowners’ Association, Inc., an association to be comprised of all owners of residential real property in Timber Ridge Preserve, to operate and maintain various common areas and community improvements and to administer and enforce this Declaration and the other governing documents referred to in this Declaration.

1.2 Binding Effect.

(a) All property described in Exhibits “A” and/or other property annexed to Timber Ridge Preserve by the Developer which is made a part of Timber Ridge Preserve in the future by filing of one or more Supplemental Declarations in the Public Records, shall be owned, conveyed and used subject to all of the provisions of this Declaration, which shall run with the title to such property. This Declaration shall be binding upon all Persons having any right, title or interest in any portion of the Properties, as well as the occupants of any Unit and their guests and invitees.

(b) This Declaration shall be enforceable by Developer, the Association and their respective successor and assigns, and unless terminated as provided in Section 1.2(c), shall have perpetual duration. If Georgia law hereafter limits the period during which covenants may run with the land, then to the extent consistent with such law, this Declaration shall automatically be extended at the expiration of such period for successive periods of twenty (20) years each, unless terminated as provided below. Notwithstanding the above, so long as Georgia law recognizes the rule against perpetuities, if any of the provisions of this Declaration are unlawful, void or voidable for

violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of George Bush, the 41<sup>st</sup> President of the United States.

(c) Unless otherwise required by Georgia law, this Declaration may not be terminated except by an instrument signed by Owners of at least seventy-five percent (75%) of the total number of Units within the Properties and the Developer, if the Developer owns any portion of the Properties, with such additional approval as may be required pursuant to this Declaration. Any such instrument shall set forth the intent to terminate this Declaration and shall be recorded in the Official Records of Peach County, Georgia. Nothing in this section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement.

(d) If any court determines a provision of this Declaration is invalid, in whole or as applied in a particular instance, such determination shall not affect the validity of other provisions or applications.

1.3 Governing Documents. This Declaration, each Supplemental Declaration, the Articles of Incorporation, By-Laws and the Use Restrictions and Rules of Timber Ridge Preserve, and the other documents referenced in this Declaration (the “Governing Documents”) create a general plan of development for Timber Ridge Preserve which may be supplemented by additional covenants, restrictions and easements applicable to particular areas within Timber Ridge Preserve. In the event of a conflict between or among the Governing Documents, the Declaration shall control. Nothing in this section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Properties from containing more restrictive provisions than this Declaration. The Association may, but shall not be required to, enforce any such additional covenants.

## ARTICLE II CONCEPTS AND DEFINITIONS

The terms used in this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

2.1 “Area of Common Responsibility”. The Common Area, together with the areas, if any, which by the terms of this Declaration, any Supplemental Declaration or other applicable covenants, or by contract become the responsibility of the Association.

2.2 “Articles of Incorporation” or “Articles”. The Articles of Incorporation of Timber Ridge Preserve Homeowners’ Association, Inc., as filed with the Secretary of the State for the State of Georgia.

2.3 “Association”. Timber Ridge Preserve Homeowners’ Association, Inc., a Georgia not-for-profit corporation, its successors and assigns.

2.4 “Timber Ridge Preserve”. All property which is now or hereafter made subject to this Declaration.

2.5 “Base Assessment”. Assessment levied on all Units subject to assessment under Article VIII to fund common Expenses for the general benefit of all Units as determined in accordance with Section 8.1.

2.6 “Board of Directors” or “Board”. The body responsible for administration of the Association, selected as provided in the By-Laws and generally serving the same role as the Board of Directors under Georgia corporate law.

2.7 “Builder”. Any Person which purchases one or more Units for the purpose of constructing improvements for later sale to consumers or parcels of land within the Properties for further subdivision, development and/or resale in the ordinary course of such Person’s business.

2.8 “By-Laws”. The By-Laws of Timber Ridge Preserve Homeowners’ Association, Inc.

2.9 “Class B Control Period”. The period of time during which the Class “B” Member is entitled to appoint all the other members of the Board of Directors.

2.10 “Commercial Owner”. Any Person who owns commercial property within Timber Ridge Preserve.

2.11 “Common Area”. All real and personal property the Association owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners and the Properties generally.

2.12 “Common Expenses”. The expenses incurred or anticipated to be incurred by the Association for the general benefit of all Units, Including any reasonable reserve, as the board finds necessary and appropriate pursuant to this Declaration, the By-Laws and the Articles of Incorporation. Common Expenses shall not include any expenses incurred during the Class “B” Control Period for initial development, original construction, installation of infrastructure, original capital improvements or other original construction costs unless approved by Voting Members representing a majority of the Association’s total Class “A” vote. After the Class “B” Control Period, Common Expenses shall not include expenses for such items unless approved by Voting Members representing a majority of the total Class “A” votes and by Developer, as long as Developer owns any Units.

2.13 “Community-Wide Standard”. The standard of conduct, maintenance or other activity generally prevailing throughout the Properties. Such standard is expected to evolve over time as development progresses and may be more specifically determined

by the Board of Directors, the Developer and the Architectural Review Committee, if any, established pursuant to Article IV.

2.14 “Design Guidelines”. The architectural guidelines and procedures, if any, adopted pursuant to Article IV.

2.15 “Developer”. Timber Ridge Preserve, Inc. or any successor, successor-in-title, or assign who is assigned any of the rights, duties, responsibilities and obligations of Developer, as declarant of this declaration, pursuant to a recorded instrument executed by the immediately preceding successor, successor-in-title, or assign to those rights, duties, responsibilities and obligations, but only to the extent of such assignment.

2.16 “Developable Land”. All of the real property described in Exhibits “A”, “B” and “C” of this Declaration, as it may be amended, whether or not the same has been subjected to this Declaration in accordance with Article IX, exclusive of any wetlands, bodies of water and property subject to conservation easements or similar easements requiring that it be maintained in its natural state.

2.17 “Governing Documents”. This Declaration, any applicable Supplemental Declaration, the Design Guidelines, the By-Laws, the Articles of Incorporation, and Use Restrictions and Rules, as they may be amended.

2.18 “Master Plan”. The land use plan for the development of the Timber Ridge Preserve community, which plan includes the property described in Exhibits “A”, “B” and “C”, and/or other property annexed to Timber Ridge Preserve by the Developer. Inclusion of property on the Master Plan shall not, under any circumstances, obligate the Developer to subject such property to this Declaration, nor shall the exclusion of property described in Exhibits “A”, “B” and “C” from the Master Plan bar its later annexation in accordance with Article IX. The Master Plan may also be amended by the Developer as deemed necessary or appropriate.

2.19 “Member”. A Person entitled to membership in the Association, as provided in Section 6.2.

2.20 “Mortgage”. A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to a Unit.

2.21 “Mortgagee”. An institutional or governmental holder of a Mortgage which makes, holds, insures or guarantees Mortgage loans in the ordinary course of its business.

2.22 “Neighborhood” or “Neighborhood Area”. Each separate portion of the Timber Ridge Preserve Community as designated by the Developer as a separate Neighborhood or Neighborhood Area. The real property in Exhibit “A” shall constitute Neighborhood Area I (Station Square). The real property in Exhibit “B” shall constitute Neighborhood Area II (The Crossings I and II ). The real property in Exhibit “C” shall

constitute Neighborhood Area III (Pine Junction). If Additional Property is hereafter annexed to Timber Ridge Preserve Community, the Developer will identify the additional Neighborhood Area(s) and identify the portions of such Additional Property located in each of the Neighborhood Area(s).

2.23 “Owner”. One or more Persons who hold the record title to any Unit, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

2.24 “Person”. A natural person, a corporation, a partnership, a trustee, or any other legal entity.

2.25 “Properties” or “Residential Properties”. The real property described in Exhibit “A”, “B” and “C” together with additional property subjected to this Declaration in accordance with Article IX.

2.26 “Neighborhood Area Assessments”. Assessments levied against the Units in a particular Neighborhood Area to fund Neighborhood Area Expenses, as described in Section 8.2 Neighborhood.

2.27 “Neighborhood Area Expenses”. The actual or estimated expenses incurred or anticipated to be incurred by the Association for the benefit of the Owners and occupants of Units within a particular Neighborhood Area.

2.28 “Special Assessment”. Assessment levied in accordance with Section 8.4, which may include a reasonable reserve for capital repairs and replacements, as the Board may specifically authorize and as may be authorized herein or in Supplemental Declarations applicable to Neighborhoods as provided in Section 2.30.

2.29 “Specific Assessment”. Assessments levied in accordance with Section 8.5.

2.30 “Supplemental Declaration”. An amendment or supplement to this Declaration filed in the Official Records of Peach County, Georgia. Until termination of the Class “B” Control Period, the Developer may supplement this Declaration to define the rights and responsibilities of Commercial Owners, including designating the number of Units to be attributed to such Commercial Owners for assessment purposes based on a procedure established by the Developer in its sole discretion. In no event shall Commercial Owners be entitled to voting rights hereunder.

2.31 “Unit”. A portion of the Properties, whether improved or unimproved, which may be independently owned and is intended for development, use and occupancy as an attached or detached residence for a single family. The term shall refer to the land, if any, which is part of the Unit and any improvements thereon. In the case of a building or other structure containing multiple dwellings, each dwelling shall be deemed to be a separate Unit.

ARTICLE III  
USE AND CONDUCT

3.1 Framework for Regulation. The Developer has established a general plan of development for the Properties as a master planned community in order to enhance all Owners' quality of life and collective interests, the aesthetics and environment within the Properties, and the vitality of and sense of community within the Properties, all subject to the Board's and the Members' ability to respond to changes in circumstances, conditions, needs, and desires within the community. The Properties are subject to the land development, architectural, and design provisions described in Article IV, the other provisions of this Declaration governing individual conduct and uses of or actions upon the Properties, and the guidelines, rules and restrictions promulgated pursuant to this Article, all of which establish affirmative and negative covenants, easements, and restrictions on the properties.

All provisions of the Governing Documents, including the Use Restrictions and Rules, shall apply to all Owners, tenants, occupants, guests and invitees of any Unit. Each Owner shall be responsible for inserting a provision in any lease of its Unit informing the tenant and all occupants of the Unit of the Governing Documents and all Use Restrictions and Rules affecting the Unit or the Common Area. However, failure to include such a provision in the lease shall not relieve any Person of responsibility for complying with the Governing Documents.

3.2 Rulemaking Authority. Within thirty (30) days after this Declaration is recorded in the Official Records of Peach County, Georgia, the Board shall adopt an initial set of Use Restriction and Rules applicable to all of the Properties, which shall be deemed effective immediately upon adoption by the Board. Subject to the terms of this Article, such Use Restrictions and Rules may be modified in whole or in part, repealed or expanded as follows:

(a) Subject to the terms of this Article III and in accordance with its duty to exercise business judgment on behalf of the Association and its Members, the Board may adopt rules which modify, cancel, limit, create exceptions to, or expand the Use Restrictions and Rules. The Board shall publish notice of the proposed action in a community newsletter, electronic bulletin board, or by other means which the Board determines will be reasonably effective in disseminating such notice on a community-wide basis, at least thirty (30) days prior to the Board meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken.

Any rule adopted by the Board shall become effective thirty (30) days after Board adoption, unless within such thirty (30) day period it is disapproved at a meeting by Owners representing a majority of the total Class "A" votes and by the Class "B" Member, if any. At any such meeting of the Owners, Owners may vote by proxy. The

Board shall have no obligation to call a meeting to consider disapproval except upon petition of the Owners as required for special meetings in the By-Laws.

(b) The Voting Members, at a meeting duly called for such purpose may adopt rules which modify, cancel, limit, create exceptions to, or expand the Use Restrictions and Rules applicable to all of the Properties, by a vote of a majority of the total Class "A" votes in the Association and with the approval of the Class "B" Member, if any. In addition, the Voting Members from any Neighborhood, may adopt, modify, repeal and create exceptions to rules applicable only to that Neighborhood, respectively, by a vote of a majority of the total Class "A" votes in such Neighborhood and with the approval of the Class "B" Member, if any.

(c) Notwithstanding the above, after the termination of the Class "B" Membership, no amendment to or modification of any Use Restrictions and Rules shall be effective without prior notice to and the written approval of the Developer so long as the Developer owns any portion of the Developable Land.

(d) At least thirty (30) days prior to the effective date of any action taken under subsection (a) or (b) of this section, the Board shall provide notice of the action to each Owner via mail or notice in newsletters or local newspapers. The Association shall provide, without cost, a copy of the Use Restrictions and Rules then in effect to any requesting Owner or Mortgagee.

(e) Except as set forth herein, nothing in this Article shall authorize the Board or the Members to adopt rules conflicting with the Design Guidelines or addressing matters of architectural control, which shall be governed by the Design Guidelines and controls described in Article IV.

3.3 Owners' Acknowledgment and Notice to Purchasers. All Owners and occupants of Units are hereby given notice that use of their Units is limited by the Use Restrictions and Rules. Each Owner, by acceptance of a deed, acknowledges and agrees the use and enjoyment and marketability of his or her property can be affected by this provision and the Use Restrictions and Rules may change from time to time.

3.4 Protection of Owners and Others. Except as specifically set forth in this Declaration (either initially or by amendment), neither the Board nor the Members may adopt any rule in violation of the following provisions:

(a) Equal Treatment. Similarly situated Owners and occupants shall be treated similarly. However, the Use Restrictions and Rules may vary from one portion of the Properties to another depending upon housing type and Neighborhood Area.

(b) Signs and Displays. The rights of Owners to display religious and holiday signs, symbols, and decorations on their Units of the kinds normally displayed in or outside of residences located in single-family residential neighborhoods shall not be abridged. However, the Association may adopt reasonable time, place and manner

restrictions (including design criteria) for the purpose of minimizing damage and disturbance to other Owners and occupants. No rules shall regulate the content of political signs; however, rules may reasonably regulate the time, place and manner (including design criteria) of posting such signs.

(c) Household Composition. No rule shall interfere with the freedom of occupants of Units to determine the composition of their households, except where required by law the Association shall have the power to limit the total number of occupants permitted in each Unit on the basis of the size and facilities of the Unit and its fair use of the Common Area.

(d) Activities Within Unit. No rule shall interfere with the activities carried on within the confines of structures or Units. Provided, however, the Association may prohibit activities not normally associated with property restricted to residential or home office use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, create a danger to the health or safety of occupants of other Units, generate excessive noise or traffic, create unsightly conditions visible outside the Unit, block the views from other Units, or create an unreasonable source of annoyance.

(e) Pets. The Association may adopt rules designed to minimize damage and disturbance to other Owners and occupants, including reasonable rules requiring damage deposits, waste removal, leash controls, noise controls, occupancy limits based on size and facilities of the Unit and fair share use of the Common Area. Nothing in this provision shall prevent the Association from requiring removal of any animal that presents an actual threat to the health or safety of residents or from requiring abatement of any nuisance or unreasonable source of annoyance.

(f) Allocation of Burdens and Benefits. The initial allocation of financial burdens and rights to use Common Areas among the various Units shall not be changed to the detriment of any Owner over that Owner's objection (expressed in writing to the Association). Nothing in this provision shall prevent the Association from changing the Common Areas available, from adopting generally applicable rules for use of Common Areas, or from denying use privileges to those who abuse the Common Area, violate the Governing Documents, or fail to pay assessments. This provision does not affect the right to increase the amount of assessments as provided in Article VIII.

(g) Alienation. No rule shall prohibit leasing or transfer of any Unit, or require consent of the Association or Board for leasing or transfer of any Unit for a period of one year or longer. The Association shall not by rule impose any fee on transfer of any Unit greater than an amount based on the costs to the Association of the transfer. This provision shall not preclude imposition of transfer or similar fees for the benefit of the Association or other entities pursuant to other recorded covenants.

(h) Abridging Existing Rights. If any rule would otherwise require Owners or occupants of Units to dispose of personal property which they maintained in or on the Unit prior to the effective date of such rule, and in compliance with all rules in force at

that time, such rule shall not apply to any such Owners without their written consent unless the rule was in effect at the time such Owners or occupants acquired their interest in the Unit.

(i) Reasonable Rights to Develop. No rule or action by the Association or Board shall impede the Developer's right to develop the Properties.

(j) Discharge into Waterbodies. Nothing other than stormwater or irrigation waters may be discharged into any lake, canal, or other body of water located within or adjacent to the Properties. Any device through which water is drawn (other than a pumping device from any lake, canal, or other body of water onto, or within any portion of the Properties) must not be visible unless necessary or unless its non-visibility would pose a hazard to navigation or water recreation. The construction and/or installation of any such device through which water is drawn shall be subject to the prior written approval of the Association. Irrigation water may not be withdrawn from any body of water within the Properties or the ground without the consent of the Association, which consent may be withheld in the sole discretion of the Association.

(k) Surface Water Management System. The Developer has caused or will cause to be constructed within the geographic area shown by the Master Plan drainage canals, lakes and drainage retention/detention ponds. These drainage structures are part of the overall drainage plan for Timber Ridge Preserve. Consequently, no Owner shall utilize, in any way, any of the drainage facilities or incorporate such facilities in the Owner's development plans, without the express prior written consent of the Association. Further, where an Owner of residential land is contiguous to any of the drainage facilities of Timber Ridge Preserve, the Owner shall develop its property so that the utilization of its property will not adversely affect the drainage facilities and structures and so as to be aesthetically compatible with such drainage facilities and structures.

The limitations set forth above apply to new rules only; not to the initial set of Use Rules and Restrictions to be adopted by the Board in accordance with this Article. Nothing herein shall be construed as a limitation on amendments adopted in accordance with Article XVIII.

#### ARTICLE IV ARCHITECTURE AND LANDSCAPING

4.1 Applicability. If the Developer has reserved rights of architectural review and control over any portion of the Properties pursuant to any contract, deed, covenant or other recorded instrument outside of this Declaration, then the provisions of such instrument shall control as to any matter within the scope of this Article. Approval by the Developer pursuant to such instrument of any matter within the scope of this Article shall be deemed full compliance with this Article unless, and except to the extent that:

(a) The Developer has assigned in writing any or all of its reserved rights under such instrument to the Architectural Review Committee established pursuant to this Article; or

(b) The Developer has recorded an instrument in the Official Records of Peach County, Georgia declaring its intent that this Declaration thereafter control as to any matter within the scope of this Article.

Except as otherwise provided above, no structure shall be placed, erected or installed upon any portion of the Properties and no improvements (including staking, clearing, excavation, grading, and other site work, exterior alteration of existing improvements, and plantings or removal of landscaping materials) (such activities being referred to in this Article as “Work”) shall take place within the Properties except in compliance with this Article and the Design Guidelines, if any, promulgated pursuant to Section 4.3.

This Article shall not apply to the activities of the Developer, nor shall it apply to the activities of the Association during the Class “B” Control Period.

This Article may not be amended without the written consent of the Developer so long as the Developer owns any land subject to this Declaration or subject to annexation to this Declaration.

#### 4.2 Architectural Review.

(a) The Developer Review. Each Owner, by accepting a deed or other instrument conveying any interest in any portion of the Properties, acknowledges that, as the Developer of the Properties and as an Owner of significant portions of the Properties as well as other real estate within the vicinity of the Properties, the Developer has a substantial interest in ensuring that the improvements within the Properties do not impair the ability to market, sell, or lease its property. Therefore, each Owner agrees no Work or alteration of any Unit shall be commenced on such Owner’s Unit unless and until the Developer has given its prior written approval for such alteration or Work, which approval may be granted or withheld in its sole discretion. In reviewing and acting upon any request for approval, the Developer shall be acting in its own interest and shall owe no duty to any other Person.

The rights reserved to the Developer under this Article shall continue so long as the Developer owns any portion of the Properties unless earlier terminated in a written instrument executed by the Developer and recorded in the Official Records of Peach County, Georgia.

(b) Architectural Review Committee. The Developer may from time to time, but shall not be obligated to, delegate all or a portion of its reserved rights under this Article or other recorded instruments to an architectural review committee appointed by the Association’s Board of Directors (the “ARC”), subject to (i) the right of the

Developer to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated, and (ii) the right of the Developer to veto any decision of the ARC which the Developer determines, in its sole discretion, to be inappropriate or inadvisable for any reason. So long as the Developer has the rights under this Article, the jurisdiction of the ARC shall be limited to such matters as are specifically delegated to it by the Developer. Unless and until the Developer delegates all or a portion of its reserved rights, the Association shall have no jurisdiction over architectural matters. Upon any such delegation, the ARC shall accept the exercise the jurisdiction so delegated in accordance with this Article.

Upon expiration or termination of the Developer's rights under this Article, the Association shall assume jurisdiction over architectural matters hereunder and the Association, acting through the ARC, shall be entitled to exercise all powers previously reserved to the Developer under this Article. In exercising the discretion previously reserved to the Developer, the Association and the ARC shall act in the interest of the Association membership.

The ARC, if when appointed, shall consist of at least three, but not more than five, persons who shall serve and may be removed and replaced in the Board's discretion. The members of the ARC need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board. The Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. In addition, the ARC may, with the prior approval of the Board, retain architects, engineers or other professionals to assist in the review of any application and the Association may charge any fees incurred for such assistance to the applicant.

#### 4.3 Guidelines and Procedures.

(a) Design Guidelines. The Developer, or to the extent that the ARC has jurisdiction hereunder, the ARC (the entity having jurisdiction at any particular time is referred to in this Article as the "reviewing entity") may but shall not be required to establish design and construction guidelines and review procedures (the "Design Guidelines") to provide guidance to Owners and Builders regarding matters of particular concern to the Developer in considering applications for architectural approval. The Design Guidelines shall not be the exclusive basis for decisions hereunder and compliance with the Design Guidelines shall not guarantee approval of an application. Any such Design Guidelines may contain general provisions applicable to all of the Properties, as well as specific provisions which vary from one portion of the Properties to another depending upon the location, type of construction or use, and unique characteristics of the property.

Any Design Guidelines adopted pursuant to this section shall be subject to amendment from time to time in the sole discretion of the entity adopting them. Amendments to the Design Guidelines shall not apply to require modifications to or

removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines. Amendments may remove requirements previously imposed or otherwise to make the Design Guidelines more or less restrictive in whole or in part.

(b) Procedures. Prior to commencing any Work for which review and approval is required under this Article, an application for approval of such Work shall be submitted to the reviewing entity in such form required by the reviewing entity or the Design Guidelines. The application shall include Plans showing the site layout, exterior elevations, exterior materials and colors, landscaping, drainage, lighting, irrigation, and other features of the proposed construction, as required by the Design Guidelines and as applicable. The reviewing entity may require the submission of additional information it deems necessary to consider any application.

The reviewing entity may consider (but shall not be restricted to consideration of) visual and environmental impact, ecological compatibility, natural platform and finish grade elevation, harmony of external design with surrounding structures and environment, location in relation to surrounding structures and plant life, compliance with the general intent of the Design Guidelines, if any, and architectural merit. Decisions may be based on purely aesthetic considerations. Each owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

The reviewing entity shall, within thirty (30) days after receipt of each submission of the Plans, advise the party submitting the same, in writing, at an address specified by such party at the time of submission, of (i) the approval of Plans, or (ii) the disapproval of such Plans, specifying the segments or features of the Plans which are objectionable and suggestions, if any, for the curing of such objections. If the reviewing entity fails to advise the submitting party by written notice within the time set forth above of either the approval or disapproval of the Plans, the applicant may give the reviewing entity written notice of such failure to respond, stating that unless the reviewing entity response within ten (10) days of receipt of such notice, approval shall be deemed granted. Upon such further failure, approval shall be deemed to have been given, subject to the right of the Developer to veto approvals by the ARC as set forth in this section. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines, if any, unless a variance has been granted in writing pursuant to Section 4.5. Notice shall be deemed to have been given at the time the envelope containing such notice, properly addressed, the postage prepaid, is deposited with the U.S. Postal Service, registered or certified mail, return receipt requested. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery.

Within three business days after the ARC has approved any application relating to proposed Work within the scope of matters delegated to the ARC by the Developer, the ARC shall give written notice to the Developer of such action, together with such other information as the Developer may require. The Developer shall have ten (10) days after

receipt of such notice to veto any such action, in its sole discretion, by written notice to the ARC and the applicant.

If construction does not commence on any Work for which approval has been granted within twelve (12) months of approval, the approval shall be deemed withdrawn, and it shall be necessary for the Owner to re-submit the Plans for reconsideration in accordance with the Design Guidelines then in effect prior to commencing such Work. All Work shall be completed within six (6) months of commencement (or such other period as may be approved by the Developer, the ARC, or as specified in the notice of approval), unless completion is delayed due to causes beyond the reasonable control of the Owner, as determined in the sole discretion of the reviewing entity.

4.4 No Waiver of Future Approvals. Each Owner acknowledges the persons reviewing applications under this Article will change from time to time and decisions regarding aesthetic matters and interpretation and application of the Design Guidelines, if any, may vary accordingly. In addition, each Owner acknowledges it may not always be possible to identify objectionable features of proposed Work until the Work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the reviewing entity may refuse to approve similar proposals in the future. Approval of proposals, plans and specifications, or drawings for any Work done or proposed, or in connection with any matter requiring approval, shall not be deemed a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings or other matters whatever subsequently or additionally submitted for approval.

4.5 Variances. The reviewing entity may, but shall not be required to, authorize variances from compliance with any of the provisions of the Design Guidelines when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, or when architectural merit warrants such variance, as it may determine in its sole discretion. Such variances shall be granted only when, in the sole judgment of the reviewing entity, unique circumstances exist, and no Owner shall have any right to demand or obtain a variance. No variance shall (a) be effective unless in writing, (b) be contrary to this Declaration, or (c) estop the reviewing entity from denying a variance in other circumstances.

4.6 Limitation of Liability. The standards and procedures established by this Article are intended to provide a mechanism for maintaining the overall aesthetics of the Properties but shall not create any duty to any Person. Neither the Developer nor the ARC shall bear any responsibility for ensuring structural integrity or soundness, or compliance with building codes and other governmental requirements, or ensuring that structures on Units are located so as to avoid impairing views from or other negative impact on neighboring Units. No representation is made that all structures and improvements constructed within the Properties are or will be of comparable quality, value, size, or design. Neither the Developer, the Association, the Board, the ARC, nor any member of any of the foregoing shall be held liable for soil conditions, drainage problems or other general site work, nor for defects in any plans or specifications submitted, nor for any structural or other defect in work done according to approved

plans, nor for any injury, damages, or loss arising out of the manner, design or quality of approved construction on or modifications to any Unit.

4.7 Enforcement. Any Work performed in violation of this Article or in a manner inconsistent with the approved Plans shall be deemed to be non-conforming. Upon written request from the Developer, the Association, the Board, or the ARC, Owners shall, at their own cost and expense, remove any non-conforming structure or improvement and restore the property to substantially the same condition as existed prior to the non-conforming Work. If an Owner fails to remove and restore as required, the Developer, the Board, or their designees shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed. Any such action shall not be deemed a trespass. Upon demand, the Owner shall reimburse all costs incurred by any of the foregoing in exercising its rights under this section. The Association may assess any costs incurred in taking enforcement action under this section, together with interest at the maximum rate then allowed by law, against the Unit as a Specific Assessment.

The Developer and the Association, acting separately or jointly, may preclude any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Guidelines from continuing to performing any further activities in the Properties subject to the notice and hearing procedures contained in the By-Laws. Neither the Developer, the Association, nor their officers, directors or agents shall be held liable to any Person for exercising the rights granted by this paragraph.

In addition to the foregoing, the Association and the Developer shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provision of this Article and the decisions of the reviewing entities under this Article.

If the Association fails to take enforcement action within thirty (30) days after receipt of a written demand from Developer identifying the violator and specifying the nature of the violation, then the Association shall reimburse Developer for all costs reasonably incurred by Developer in taking enforcement action with respect to such violation, if Developer prevails in such action.

## ARTICLE V MAINTENANCE AND REPAIR

5.1 Maintenance of Units. Each Owner shall maintain his or her Unit and all structures, parking areas, landscaping, and other improvements comprising the Unit in a manner consistent with the Declaration unless such maintenance responsibility is otherwise assumed by or assigned to the Association.

Each Owner shall also maintain, mow, irrigate, replace sod, and prune all landscaping lying within the right-of-way of adjacent public streets and alleys between the Unit boundary and the curb (or pavement) of such public street or alley, and between

the Unit boundary and any adjacent easements for pedestrian paths or sidewalks. Such activities shall be in a manner consistent with the Declaration and the Rules unless responsibility for maintaining such landscaped areas has been assigned to or assumed by the Association. Owners of Units adjacent to lakes shall be responsible for maintenance to the edge of the water.

In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Unit and the Owner in accordance with Section 8.5. The Association shall afford the Owner notice and reasonable opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

5.2 Maintenance of Other Property. Upon Board resolution, the Owners the Units within each Neighborhood Area shall be responsible for paying through Neighborhood Area Assessments, the costs of operating, maintaining and insuring certain portions of the Area of Common Responsibility within or adjacent to such Neighborhood Area. This may include, without limitation, the costs of maintaining any signage, right-of-way and greenspace within the Neighborhood Area or between the Neighborhood Area and adjacent public roads, private streets with the Neighborhood Area, and lake or ponds within the Neighborhood Area, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association; provided, however, all areas which are similarly situated shall be treated the same.

The Association, having responsibility for the Neighborhood Areas (The Crossings) shall perform, with respect to all such property, all maintenance required of an Owner under Section 5.1 in a manner consistent with the Declaration. The Neighborhood Area Assessment, as described in Section 8.2 shall be levied against the benefited Unit and the Owner.

5.3 Responsibility for Repair and Replacement. Each Owner shall be responsible for obtaining and maintaining property insurance on all insurable improvements on his or her Unit, unless the Association carries such insurance. If the Association assumes responsibility for obtaining any insurance coverage on behalf of Owners, the premiums for such insurance shall be levied as a Specific Assessment against the benefited Unit and the Owner thereof pursuant to Section 8.5.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his or her Unit, the Owner shall proceed promptly to repair or to reconstruct in a manner consistence with the original construction or such other plans and specifications approved in accordance with Article IV of this Declaration. Alternatively, the Owner shall clear the Unit of all debris and ruins and maintain the Unit in a neat and attractive, landscaped condition consistent with the Declaration. The Owner shall pay any costs which are not covered by insurance proceeds.

Additional recorded covenants applicable to any portion of the Properties may establish more stringent requirements for insurance and more stringent standards for rebuilding or reconstructing structures on the Units within such portion of the Properties and for clearing and maintaining such Units in the event the structures are not rebuilt or reconstructed.

5.4 Standard of Performance. Maintenance, as used in this Article, shall include, without limitation, repair and replacement as needed, as well as such other duties, which may include irrigation, as the Board may determine necessary or appropriate. All maintenance and irrigation shall be performed in a manner consistent with the Declaration and all applicable covenants.

## ARTICLE VI THE ASSOCIATION AND ITS MEMBERS

6.1 Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Common Area within the Properties. The Association shall be the primary entity responsible for enforcement of this declaration and such reasonable rules regulating use of the Properties as the Board may adopt. Upon delegation by Developer or termination of the Developer's authority over architectural matters, pursuant to the provisions of Article IV, the Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration and in Design Guidelines. The Association shall perform its functions in accordance with this Declaration, the By-Laws, the Articles, and Georgia laws.

6.2 Membership. Every owner shall be a Member of the Association. There shall be only one membership per Unit. If a Unit is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth herein and in the By-Laws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners.

The membership rights and privileges of an Owner who is natural person may be exercised by the Member or the Member's spouse. The membership rights of an Owner which is a corporation, partnership or other legal entity may be exercised by any officer, director, partner, or trustee, or by any other individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

6.3 Voting. The Association shall have two classes of membership, Class "A" and Class "B".

(a) Class "A". Class "A" Members shall be all Owners. Each Class "A" Member shall have one vote for each Unit owned. There shall be only one vote per Unit and no votes shall be exercised for any unimproved property owned by the Class "B"

Member as long as the Class "B" membership exists, and no votes shall be exercised on account of any property which is exempt from assessment under Section 8.9.

(b) Class "B". The sole Class "B" Member shall be the Developer. The rights of the Class "B" Member under this Declaration and the By-Laws are specified elsewhere in the Declaration and the By-Laws. During the Class "B" Control Period the Class "B" Member shall appoint the Board of Directors. As provided in the Articles, the Developer shall be entitled to appoint one (1) Member of the Board for so long as the Developer owns any portion of the Properties. The Class "B" Member may assign and transfer its Class "B" membership status.

The Class "B" membership shall terminate two (2) years after termination of the Class "B" Control Period (defined below) or when, in its discretion, the Class "B" Member so determines and declares in a recorded instrument. The Class "B" Control Period is that period until the first of the following to occur:

- (i) when seventy-five percent (75%) of the total number of Units proposed by the Master Plan for the property described in Exhibits "A", "B" and "C" of the Declaration have certificates of occupancy issued thereon and have been conveyed to Persons other than Builders;
- (ii) forty (40) years after the date on which the Declaration is recorded in the Official Records of Peach County, Georgia; or
- (iii) when, in its discretion, the Class "B" Member so determines.

After termination of the Class "B" Control Period, the Class "B" Member shall continue to have a right to disapprove actions by the Association, the Board and any committee, but only as provided herein and in the By-Laws.

(c) Exercise of Voting Rights. Except as otherwise specified in this Declaration or the By-Laws, the vote for each Unit owned by a Class "A" Member shall be exercised by the Voting Member representing the Neighborhood in which the Unit is located.

In any situation in which a Member is entitled personally to exercise the vote for his Unit and there is more than one Owner of a particular Unit, the vote for such Unit shall be exercised as such co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the close of balloting. Absent such advise, the Unit's vote shall be suspended if more than one Person seeks to exercise it.

## ARTICLE VII ASSOCIATION POWERS AND RESPONSIBILITIES

7.1 Acceptance and Control of Association Property. The Association may acquire, hold, and dispose of tangible and intangible personal property and real property. The Developer and its designees may convey to the Association improved or unimproved real estate located within the Properties described in Exhibits “A”, “B” and “C”, and/or other property annexed to Timber Ridge Preserve by the Developer, personal property and leasehold and other property interest. Such property shall be accepted by the Association and thereafter be maintained as Common Area by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring such property to the Association. The Developer shall convey the initial Common Area to the Association prior to the conveyance of a Unit to any Person other than a Builder.

7.2 Maintenance of Area of Common Responsibility. The Association shall manage and control the Common Area and all improvements thereon (including, without limitation, furnishings, equipment, and common landscaped areas). The Association shall keep the Common Area in good, clean, attractive, and sanitary condition, order and repair, consistent with this Declaration and the Community-Wide Standard, which activities and responsibilities shall include, but need not be limited to:

(a) all landscaping and other flora, parks, lakes, signage, structures, and improvements, including any private streets, and bike and pedestrian pathways/trails, situated upon the Common area;

(b) landscaping, sidewalks, streetlights and signage within public rights-of-way within or abutting the Properties, and landscaping and other flora within any public utility easement within the Properties (subject to the terms of any easement relating thereto), except to the extent responsibility therefore has been assigned to or assumed by the Owner or Owners of adjacent Units pursuant to Section 5.2;

(c) such portions of any additional property included within the Area of Common Responsibility pursuant to this Declaration, any Supplemental Declaration; or any agreement for maintenance entered into by the Association;

(d) all ponds, lakes, streams and/or wetlands located within the Properties which serve as part of the drainage and storm water retention system for the Properties, including any retaining walls, bulkheads or dams (earthen or otherwise) retaining water therein, and any fountains, lighting, pumps, conduits, and similar equipment installed therein or used in connection therewith. The Association shall complete all above-ground, aesthetic maintenance of storm water ponds and if necessary, shall complete all maintenance and repair of the pond control structure system, all underground storm sewer pipes, and manholes. The Association shall also submit all required annual governmental reports; and

(e) any property and facilities owned by the Developer and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and some or all of its Members. Such property and facilities shall be identified by written

notice from the Developer to the Association, shall maintain a part of the Area of Common Responsibility and be maintained by the Association until the Developer to the Association revokes such privilege of use and enjoyment by written notice to the Association.

There are hereby reserved to the Association easements over the Properties as necessary to enable the Association to fulfill its responsibilities under this section. The Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation (except for any periods necessary to perform required maintenance or repairs), unless voting Members representing fifty-one percent (51%) of the Class "A" votes in the Association and the Class "B" Member, if any, agree in writing to discontinue such operation. This limitation shall not apply to streets or roadways which the Association owns or controls. The Association, acting through the Board, may temporarily close portions of any such streets or roadways to control traffic or traffic flow, or to enhance privacy, or for similar purposes, without approval of the membership.

The Association may assume maintenance responsibility for property within any Neighborhood Area, in addition to that designated by any Supplemental Declaration, either by agreement with the Neighborhood Area or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard. All costs of maintenance pursuant to this paragraph shall be assessed as a Neighborhood Area Assessment only against the Units within the Neighborhood Area to which the services are provided.

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

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

If the Association fails to properly perform its maintenance responsibilities hereunder, the Developer may, upon not less than ten (10) days' notice and opportunity to cure such failure, cause such maintenance to be performed and in such event, shall be entitled to reimbursement from the Association for all costs incurred.

### 7.3 Insurance.

(a) Required Coverages. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

- (i) Blanket property insurance covering “risks of direct physical loss” on a “special form” basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area, if any, and on other portions of the Area of Common Responsibility to the extent that it has assumed responsibility for maintenance, repair and/or replacement in the event of a casualty. The Association shall have the authority to and interest in insuring any privately or publicly owned property for which the Association has maintenance or repair responsibility. Such property shall include, by way of illustration and not limitation, any insurance improvements on or related to parks, rights-of-way, medians, easements, and walkways which the Association is obligated to maintain. If such coverage is not generally available at reasonable cost, then “broad form” coverage may be substituted. All property insurance policies obtained by the Association shall have policy limits sufficient to cover full replacement cost of the insured improvements;
- (ii) Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on the Association’s behalf. If generally available at reasonable cost, the commercial general liability coverage (including both primary and any umbrella policies) shall have a limit of at least \$1,000,000 per occurrence with respect to bodily injury, and property damage. If additional coverage and higher limits are available at reasonable cost which the Board, in the exercise of its business judgment, deems advisable, the Association shall obtain such additional coverages or limits;
- (iii) Workers Compensation insurance and employers liability insurance;
- (iv) Directors and officers liability coverage;
- (v) Fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board’s business judgment. Fidelity insurance policies shall include coverage for officers, directors and other persons serving without compensation; and

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

Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses and shall be included in the Base Assessment.

(b) Policy Requirements. The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the Bryon, Georgia area.

All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon reasonable request, to the Owner of any insured Unit.

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 policy limits satisfy that requirements of Section 7.3(a). In the event of an insured loss, the deductible shall be treated as a Common Expense or a Neighborhood Area Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may specifically assess the full amount of such deductible against such Owner(s) and their Units pursuant to Section 8.5.

All insurance coverage obtained by the Board shall:

- (i) be written with a company whose primary business is providing insurance coverage and which is authorized to conduct business in the State of Georgia and which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;
- (ii) be written in the name of the Association as trustee for the benefited parties, Policies on the Common Area shall be for the benefit of the Association and its Members. Policies, if any, secured by the Association on behalf of a Neighborhood Area shall be for the benefit of the Owners of Units within the Neighborhood Area and their Mortgagees, as their interests may appear;
- (iii) not be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees; and
- (iv) include an agreed amount endorsement, if the policy contains a co-insurance clause.

In addition, the Board shall use reasonable efforts to secure insurance policies which name the Owners and their Mortgagees (as a class) as additional insured and provide:

- (A) a waiver of subrogation as to any claims against the Association's Board, officers, employees, and manager, the owners and their tenants, servants, agents, and guests;
- (B) a waiver of the insurer's rights to repair and reconstruct instead of paying cash;
- (C) an endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;
- (D) a cross liability provision; and
- (E) a provision vesting in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

(c) Damage and Destruction. Immediately after damage or destruction to all or any part of the Properties covered by insurance written in the name of the Association, the Board or its duly authorized agent shall file all insurance claims and obtain reliable and detailed estimates of the costs of repair or reconstruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Any damage to or destruction of the Common Area shall be repaired or reconstructed unless Voting Members representing at least fifty-one percent (51%) of the total Class "A" votes in the Association, and the Class "B" Member, if any, decide within sixty (60) days after the loss not to repair or reconstruct.

If either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the Association within such sixty (60) day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

If determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements

are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement, shall be retained by and for the benefit of the Association or the Neighborhood Area, as appropriate, and placed in a capital improvements account. This is a covenant for the benefit of the Mortgagees and may be enforced by the Mortgagee of any affected Unit.

If insurance proceeds received (after application of any applicable deductible) are insufficient to cover the costs of repair or reconstruction, the Board of Directors may, without a vote of the Voting Members, levy Special Assessments to cover the shortfall against the Owners responsible for the premiums for the applicable insurance coverage under Section 7.3 (a).

(d) Policy Requirements for Owners of Units in the Crossings I and II Neighborhood Areas. All Owners of Units in the Crossings I and II Neighborhood Areas must provide the Association with a Certificate of Insurance in the minimal amount of the purchase price of their Unit, showing the Association as an additional insured.

Should the Owner of such Unit fail to provide a copy of the policy or policies within ten (10) days of a request by the Association, the Association may, at its' option, cause insurance aforesaid to be issued; and in such event, Owner agrees to pay the premium for insurance promptly as a special assessment.

7.4 Compliance and Enforcement. Every Owner and occupant of any Unit shall comply with the Governing Documents. Subject to the terms of Article XIII, failure to comply shall be grounds for an action by the Association, the Developer, or (in a proper case) by any aggrieved Unit Owner(s) to recover sums due for damages or injunctive relief, or for any other remedy available at law or in equity, in addition to those enforcement powers granted to the Association pursuant to this section and in the By-Laws.

All remedies set forth in this Declaration and the By-laws shall be cumulative of any remedies available at law or in equity. In any action to enforce the provisions of the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorneys' and paralegals' fees and court costs, reasonably incurred in such action.

Subject to applicable Georgia Statutes, the Association may impose sanctions for violations of the Governing Documents in accordance with procedures set for in the By-Laws, including reasonable monetary fees and suspension of the right to vote and to use any recreational facilities within the Common Area. In addition, the Association may exercise self-help to cure violations, and may suspend any services it provides to the Unit

of any Owner who is more than thirty (30) days delinquent in paying any assessment or other charge due to the Association.

The Association may refuse to take action (a) to enforce any provision of the Governing Documents which the Board reasonably determines is inconsistent with applicable law, or (b) with respect to any violation of the Governing Documents which the Board reasonably determines to be so minor or unobtrusive as not be objectionable to a reasonable person; or (c) in any case in which the Board reasonably determines the Association's position is not strong enough to justify taking enforcement action. Any such determination shall not be construed as a waiver of the right to enforce such provision under other circumstances or estop the Association from enforcing any other covenant, restriction or rule.

7.5 Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly by this Declaration or the By-Laws, and any right or privilege which could reasonably be implied from or which is reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the By-Laws or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

7.6 Indemnification of Officers, Directors and Others. The Association shall indemnify every officer, director, and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member. Such obligation to indemnify shall be limited to those actions as to which liability is limited under this section and Georgia law.

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

Each Owner shall indemnify and hold harmless the Association from any loss, damages, and expenses, including counsel fees, which it may incur as a result of the failure of such Owner, any occupant of such Owner's Unit, or any contractor, employee, or agent of such Owner acting within the scope of its contract, agency or employment to comply with this Declaration, any Supplemental Declaration or other covenants

applicable to such Owner's Unit, the Design Guidelines, By-Laws and rules of the Association.

7.7 Enhancement of Safety. THE ASSOCIATION MAY, BUT SHALL NOT BE OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE PROPERTIES DESIGNED TO ENHANCE THE SAFETY OF THE PROPERTIES. NEITHER THE ASSOCIATION, THE DEVELOPER, NOR ANY SUCCESSOR OF THE DEVELOPER SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY OR SAFETY WITHIN THE PROPERTIES, NOR SHALL ANY OF THEM BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM CAN NOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS TENANTS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS OR COMMITTEES, THE DEVELOPER, AND ANY SUCCESSOR OF THE DEVELOPER ARE NOT INSURERS AND THAT EACH PERSON USING THE PROPERTIES ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSON, TO UNITS AND TO THE CONTENTS OF UNITS RESULTING FROM ACTS OF THIRD PARTIES.

7.8 Powers of the Association Relating to Other Associations. The Association shall have the power to veto any action taken or contemplated to be taken by any similar owners association having concurrent jurisdiction with the Association over any portion of the Properties ("homeowners association") which the Board determines to be adverse to the interests of the Association or its Members or inconsistent with the Declaration. The Association also shall have the power to require specific action to be taken by any homeowners association in connection with any of its obligations and responsibilities. Without limiting the generality of the foregoing, the Association may (a) require specific maintenance or repairs or aesthetic changes to be effectuated by the homeowners association, and (b) require that the homeowners association include certain items within its budget and that specific expenditures be made.

Any action required by the Association in a written notice pursuant to the foregoing paragraph shall be taken within the time frame set by the Association in such written notice. If the homeowners association fails to comply with the requirements set forth in such written notice, the Association shall have the right to effect such action on behalf of the homeowners association.

To cover the Association's administrative expenses in connection with the foregoing and to discourage failure to comply with the requirements of the Association, the Association shall assess the Units subject to the jurisdiction of such homeowners

association for their pro rata share of any expenses incurred by the Association in taking such action in the manner provided in Section 8.5. Such assessments may be collected as a Specific Assessment hereunder and shall be subject to all lien rights provided for herein.

7.9 Assumption of Obligations Under Development Order. The Developer shall have the right to assign to the Association any of its continuing obligations or responsibilities and the Association shall accept, assume and fulfill such obligations and responsibilities.

## ARTICLE VIII ASSOCIATION FINANCES

8.1 Budget and Allocating Common Expenses. At least ninety (90) days before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Common Expenses during the coming year, including a capital contribution to establish a reserve fund.

The Association is hereby authorized to levy Base Assessments equally against all Units subject to assessment to fund the Common Expenses. The Base Assessment shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including reserves. In determining the total funds to be generated through Base Assessments, the Board, in its discretion, may consider other sources of funds available in the Association. The Board shall take into account the number of Units subject to assessment on the first day of the fiscal year for which the budget is prepared and may consider the number of Units reasonably anticipated to become subject to assessment during the fiscal year.

So long as the Developer has the right unilaterally to annex additional property, the Developer may, but shall not be obligated to, reduce the Base Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by the Developer under Section 8.7), which may be either a contribution, an advance against future assessments due from the Developer, or a loan, in the Developer's discretion. Any such subsidy and the nature thereof shall be conspicuously disclosed as a line item in the Common Expense budget and shall be made known to the membership. The payment of such subsidy in any year shall under no circumstances obligate the Developer to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and the Developer.

The Board shall send a copy of the budget and notice of the Base Assessment for the following year to each Owner at least sixty (60) days prior to the beginning of the fiscal year for which it is to be effective. Such budget and assessment shall become effective unless disapproved at a meeting of Voting Members representing at least seventy-five percent (75%) of the total Class "A" votes in the Association and seventy-five percent (75%) of the total number of Voting Members and by the Class "B" Member, if such exists. There shall be no obligation to call a meeting for the purpose of

considering the budget except on petition of the Voting Members as provided for special meetings in the By-Laws, which petition must be presented to the Board within ten (10) days after delivery of the notice of assessments.

If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year.

8.2 Budgeting and Allocating Neighborhood Area Expenses. At least ninety (90) days before the beginning of each fiscal year, the Board shall prepare a separate budget covering the estimated Neighborhood Area Expenses for each Neighborhood Area on whose behalf Neighborhood Area Expenses are expected to be incurred during the coming year. The Board shall be entitled to set such budget only to the extent that this Declaration, any Supplemental Declaration, or the By-Laws specifically authorizes the Board to assess certain costs as a Neighborhood Area Assessment. Any Neighborhood Area may request a petition of Owners of at least a majority of the total Units within any existing Neighborhood Area, that additional services or a higher level of services be provided by the Association, and in such case, any additional costs shall be added to such budget.

The Association is hereby authorized to levy Neighborhood Area Assessments equally against all Units in the Neighborhood Area which are subject to assessment to fund Neighborhood Area Expenses. If so specified in the Supplemental Declaration applicable to such Neighborhood Area or if so directed by petition signed by a majority of the Owners within the Neighborhood Area, any portion of the assessment intended for exterior maintenance of structure, insurance on structures, or replacement reserves which pertain to particular structures shall be levied on each of the benefited Units in proportion to the benefit received.

The Board shall cause a copy of the budget and notice of the amount of the Neighborhood Area Assessment for the coming year to be delivered to each Owner of a Unit in the Neighborhood Area at least sixty (60) days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved by a majority of the Owners of Units in the Neighborhood Area to which the Neighborhood Area Assessment applies. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Owners of at least ten percent (10%) of the Units in such Neighborhood Area, which petition must be submitted to the Board within ten (10) days after deliver of the notice of assessments. This right to disapprove shall only apply to those line items in the Neighborhood Area budget which are attributable to services requested by the Neighborhood Area.

If the proposed budget for any Neighborhood Area is disapproved or if the Board fails for any reason to determine the budget for any year, then until a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year.

8.3 Budgeting for Reserves. The Board shall annually prepare reserve budgets for both general and Neighborhood Area purposes which take into account the number and nature of replaceable assets maintained as a Common expense or Neighborhood Area Expense, respectively, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budgets, with respect both to amount and timing by annual base Assessments or Neighborhood Area Assessments, as appropriate, over the budget period.

8.4 Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Any Special Assessment may be levied against the entire membership, if such Special Assessment is for Common Expenses, or against the Units within any Neighborhood Area if such Special Assessment is for Neighborhood Area Expenses.

Except as otherwise specifically provided in this Declaration, any Special Assessment which would exceed twenty percent (20%) of the annual budget of the year immediately preceding that in which the Special Assessment is approved shall require the affirmative vote or written consent of Voting Members (if a Common Expense) or Owners (if a Neighborhood Area Expense) representing at least fifty-one percent (51%) of the total votes allocated to Units which will be subject to such Special Assessment, and the affirmative vote or written consent of the Class "B" Member, if such exists. Special Assessments shall be payable in such manner and at times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

8.5 Specific Assessments. The Board shall have the power to levy Specific Assessments against a particular Unit or Units constituting less than all Units within the Properties, as follows:

(a) to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Unit or occupants thereof upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners, which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner; and

(b) to cover costs incurred in bringing the Unit into compliance with the terms of this Declaration, any applicable Supplemental Declaration, the By-Laws or rules, or costs incurred as consequence of the conduct of the Owner or occupants of the Unit, their licensees, invitees, or guests. The Board shall give the Unit Owner prior written notice and an opportunity for a hearing before levying a Specific Assessment under this subsection (b).

The Association may also levy a Specific Assessment against any homeowners, townhouses or similar association to reimburse the Association for costs incurred in bringing the property under its control and compliance with the provisions of the Declaration, any applicable Supplemental Declaration, the Articles, the By-Laws, and rules, provided the Board gives such homeowners association prior written notice and an opportunity to be heard before levying any such assessment.

8.6 Authority to Assess Owners: Time of Payment. The Association is hereby authorized to levy assessments against each Unit as provided for in this Article and elsewhere in the Declaration and the By-Laws. The obligation to pay assessments shall commence as to each Unit on the first day of the month following: (a) the month in which the Unit is made subject to this Declaration, or (b) the month in which the Board first determines a budget and levies assessments pursuant to this Article, whichever is later. The first annual Base Assessment and Neighborhood Area Assessment, if any, levied on each Unit shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Unit.

Assessments shall be paid in such manner and on such dates as the Board may establish. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment and any Neighborhood Area Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his or her Unit, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately.

8.7 Personal Obligation.

(a) Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay all assessments authorized in this Declaration. All assessments, together with interest from the due date of such assessment at a rate determined by the Board (but not less than ten percent (10%) per annum, subject to the limitations of Georgia law), reasonable late charges in such amount established by resolution of the Board, costs, and reasonable attorneys' and paralegals' fees, shall be a charge and continuing lien upon each Unit against which the assessment is made until paid. Each such assessment, together with interest, late charges, costs, and reasonable attorneys' and paralegals' fees, also shall be the personal obligation of the Person who was the Owner of such Unit at the time the assessment arose. Upon a transfer or title to a Unit, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. Any Person who obtains title to a Unit following foreclosure of a first priority Mortgage given in good faith and for value shall be liable for unpaid assessments which accrued prior to such foreclosure.

Failure of the Board to fix assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each owner shall

continue to pay Base Assessments and Neighborhood Area Assessments on the same basis as during the last year for which an assessment was levied, if any, until a new assessment is made, at which time the Association may retroactively assess any difference.

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

(b) The Developer's Option to Fund Budget Deficits. During the Class "B" Control Period, the Developer may elect either to pay regular assessments on its unsold Units, or to pay the difference between the amount of assessments levied on all other Units subject to assessment and the amount of actual expenditures by the Association during the fiscal year. The Developer may make such election at any time.

8.8 Lien for Assessments. All assessment authorized in this Article shall constitute a lien against the Unit against which they are levied until paid. The lien shall also secure payment of interest, late charges (subject to the limitations of Georgia law), and costs of collection (including attorneys' and paralegals' fees). Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levied which by law would be superior, and (b) the lien or charge of any first priority Mortgage of record made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure in the same manner as mortgages or real property are foreclosed under Georgia law.

The Association may bid for the Unit at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Unit. While a Unit is owned by the Association following the foreclosure: (a) no right to vote shall be exercised on its behalf; and (b) no assessment shall be levied on it. The Association may sue for unpaid Common Expenses and costs without foreclosing or waiving the lien securing the same.

The sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments. However, the sale or transfer of any Unit pursuant to foreclosure of a first priority Mortgage given in good faith and for value shall extinguish the lien as to any installments of such assessments due prior to such sale or transfer. A Mortgagee or other purchaser of a Unit who obtains title following foreclosure of such a Mortgage shall be personally liable for assessments on such Unit due prior to such acquisition of title.

The lien right created in this Declaration shall be for the benefit of the Association.

8.9 Exempt Property. The following property shall be exempt from payment of Base Assessments, Neighborhood Area Assessments, and Special Assessments:

(a) all Common Areas, any property specifically zoned commercial, and any property owned by the Developer which is included in the Area of Common Responsibility;

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

(c) all property dedicated for recreational use and owned by the Association or a local public authority;

(d) lands designated as public parks, lakes or which are used in the stormwater surface water management systems.

**8.10 CAPITALIZATION OF ASSOCIATION UPON ACQUISITION OF RECORD TITLE TO A UNIT BY THE FIRST OWNER THEREOF OTHER THAN THE DEVELOPER OR A BUILDER HOLDING TITLE FOR RESALE IN THE ORDINARY COURSE OF SUCH BUILDER'S BUSINESS, THE OWNER WILL BE RESPONSIBLE UPON COMPLETION OF THE FIRST YEAR OF OCCUPANCY TO REMIT THE SUM OF \$250.00 TO THE WORKING CAPITAL OF THE ASSOCIATION. THIS AMOUNT SHALL BE IN ADDITION TO, NOT IN LIEU OF, THE BASE ASSESSMENT, AND SHALL NOT BE CONSIDERED ANY PART OF SUCH AN ASSESSMENT. THIS AMOUNT SHALL BE DEPOSITED INTO THE TIMBER RIDGE PRESERVE HOMEOWNER'S ASSOCIATION FOR USE IN COVERING OPERATING EXPENSES AND OTHER EXPENSES INCURRED BY THE ASSOCIATION PURSUANT TO THE TERMS OF THIS DECLARATION AND THE BY-LAWS.**

8.11 Subordination of Assessment Liens to Mortgages. The lien of the assessment provided for herein is subordinate to the lien of any first Mortgage now or hereafter placed upon a Unit. However, such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments.

## ARTICLE IX EXPANSION OF THE COMMUNITY

9.1 Expansion by the Developer. Until all property described in Exhibits "A" and/or other property annexed to Timber Ridge Preserve by the Developer has been subjected to this Declaration or forty (40) years after the recording of this Declaration, whichever is earlier, the Developer may annex (i.e., unilaterally subject to the provision

of this Declaration) other property to Timber Ridge Preserve with such transfer being memorialized in a written, recorded instrument executed by the Developer.

Such annexation shall be accomplished by filing a Supplemental Declaration in the Official Records of Peach County, Georgia, describing the property to be annexed and specifically subjecting it to the terms of this Declaration. Such Supplemental Declaration shall not require the consent of Voting Members, but shall require the consent of the Owner of such property, if other than the Developer. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

Covenants and Restrictions applicable to annexations shall be compatible with, but need not be identical to, the Covenants and Restrictions set forth in this Declaration. Such a condition is retained by Developer in recognition that with Timber Ridge Preserve there will be a variety of land uses and housing types, thereby necessitating differing restrictive covenants.

9.2 Expansion by Association. The Association may subject any real property (in Exhibits "A" and/or other property annexed to Timber Ridge Preserve by the Developer) to the provisions of this Declaration with the consent of the Owner of such property, the affirmative vote of Voting Members representing a majority of the Class "A" votes of the Association represented at a meeting duly called for such purpose, and the consent of the Developer so long as the Developer owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1.

Such annexation shall be accomplished by filing a Supplemental Declaration in the Official Records of Peach County, Georgia, describing the property to be annexed and specifically subjecting it to the terms of this Declaration. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the Owner of the annexed property, and by the Developer, if the Developer's consent is required. Any such annexation shall be effective upon filing unless otherwise provided therein.

9.3 Additional Covenants and Easements. The Developer may subject any portion of the property submitted to this Declaration to additional covenants and easements, including covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through Neighborhood Area Assessments. Such additional covenants and easements shall be set forth in a Supplemental Declaration filed either concurrent with or after the annexation of the subject property, and shall require the written consent of the Owner(s) of such property, if other than the Developer. Any such Supplemental Declaration may supplement or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

9.4 Amendment. This Article shall not be amended without the prior written consent of the Developer so long as the Developer owns any property described in Exhibits "A" and/or other property annexed to Timber Ridge Preserve by the Developer.

ARTICLE X  
ADDITIONAL RIGHTS RESERVED TO THE DEVELOPER

10.1 Withdrawal of Property. The Developer reserves the right to amend this Declaration, so long as it has a right to annex additional property pursuant to Section 9.1 for the purpose of removing any portion of the Properties from the coverage of this Declaration, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Properties. Such amendment shall not require the consent of any Person other than the Owner of the property to be withdrawn, if not the Developer. Withdrawals shall be accomplished by filing a Supplemental Declaration describing the real property to be withdrawn and shall become effective when such Supplemental Declaration is filed in the Official Records of Peach County, Georgia.

10.2 Right to Transfer or Assign the Developer Rights. Any or all of the special rights and obligations of the Developer set forth in this Declaration or the By-Laws may be transferred in whole or in part to other Persons. No such transfer shall be effective unless it is in a written instrument signed by the Developer and duly recorded in the Official Records of Peach County, Georgia. The foregoing shall not preclude the Developer from permitting other Persons to exercise, on a one time or limited basis, any right reserved to the Developer in this Declaration where the Developer does not intend to transfer such right in its entirety. In such case it shall not be necessary to record any written assignment unless necessary to evidence the Developer's consent to such exercise. The Association or the Developer's may from time to time delegate any and all of its rights, powers, discretion and duties hereunder to such agent or agents as it may nominate.

10.3 Right to Use Common Area. The Developer and its designees may maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of the Developer, may be required, convenient, or incidental to the construction or sale of Units, including, but not limited to business offices, signs, model units, and sales offices. The Developer and its designees shall have easements for access to and use of such facilities. The Developer and its designees, during the course of construction on the Properties adjacent to any Common Area, may use such Common Area for temporary storage and for facilitating construction on adjacent property. Upon cessation of such use, the user of such Common Area shall restore it to its condition prior to such use. If the Developer's use under this section results in additional costs to the Association, the Developer shall reimburse the Association for such costs. The Developer shall not be obligated to pay any use fees, rent or similar charges for its use of Common Areas pursuant to this section.

The Developer and its employees, agents and designees shall also have a right and easement over and upon all of the Common Area for the purpose of making, constructing

and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

10.4 Right to Approve Additional Covenants. No Person shall record any declaration of covenants, conditions and restrictions, or similar instrument affecting any portion of the Properties without the Association's (and the Developer's, so long as a Class "B" Membership exists) review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Association (and the Developer, so long as Class "B" Membership exists).

10.5 Right to Approve Changes in Community Standards. Notwithstanding any contrary provision of this Declaration, no amendment to or modification of any Use Restrictions and Rules or Design Guidelines shall be effective without prior notice to and the written approval of the Developer so long as the Developer owns any Developable Land.

10.6 Exclusive Right to Use the Name of the Development. No person shall use the word "Timber Ridge Preserve" or any derivative in any printed or promotional material without the Developer's prior written consent. However, Owners may use the term "Timber Ridge Preserve" in printed or promotional matter solely to specify that particular property is located within Timber Ridge Preserve, and the Association shall be entitled to use the word "Timber Ridge Preserve" in its name.

10.7 Amendment and Termination of Right. This Article may not be amended without the written consent of the Developer so long as the Developer has any rights hereunder. The rights contained in this Article shall terminate upon the earlier of (a) seventy-five (75) years from the date of this Declaration is recorded, or (b) upon recording by the Developer of a written statement that all of its sales activity has ceased.

10.8 Master Plan Modifications. The Developer intends to develop the Properties and their adjoining lands in accordance with the Master Plan, but reserves the right to modify the Master Plan (with respect to the Properties and other lands included in the Master Plan) from time to time in its sole discretion and at its option. The Developer shall not be required to follow any predetermined order of improvement and development within the Master Plan or the Properties. The Developer shall have the full power to add to, subtract from or make changes in the Master Plan regardless of the fact that such actions may alter the relative voting strength of the Members of the Association.

10.9 Developer's Rights. Notwithstanding any provision contained in this Declaration to the contrary, so long as the Developer owns Units within the Property, Developer shall have the following rights, and the following restrictions described shall remain in effect:

(a) The Board or the Association shall have no authority to, and shall not, undertake any action which shall:

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- (i) Impose any fine upon Developer's lands or upon the Developer;
- (ii) Diminish the powers of the ARC as stated herein;
- (iii) Amend the Declaration, the Articles or By-Laws of the Association;
- (iv) Modify, amend or alter the Master Plan;
- (v) Terminate or waive any rights of the Association under this Declaration;
- (vi) Convey, lease, mortgage or pledge any easement or common property of the Association;
- (vii) Terminate or cancel any easements granted hereunder or by the Association;
- (viii) Terminate or impair in any fashion any easements, powers or rights of the Developer hereunder;
- (ix) Restrict the Developer's right of use, access and enjoyment of any of the Properties.

None of the above activities shall occur without the express prior written consent of the Developer.

## ARTICLE XI EASEMENTS

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

(a) this Declaration, the By-Laws and any other applicable covenants and easements, including any declaration of easements and covenant to share costs or similar instruments relating to such Common Area which grant non-Members rights to use and enjoy portions of the Common Area upon payment of fees or a portion of the costs relating to such Common Area;

(b) any restrictions or limitations contained in any deed conveying such property to the Association;

(c) the right of the Board to adopt rules regulating the use and enjoyment of the Common Area, including rules restricting use of recreational facilities within the

Common Area to occupants of Units and their guests, the rules limiting the number of guests who may use the Common Area;

(d) the right of the board to suspend the right of any Owner to use recreational facilities within the Common Area (I) for any period during which any charge against such Owner's Unit remains delinquent, and (ii) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation of the Governing Documents after notice and a hearing;

(e) the right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area subject to such approval requirements as may be set forth in this Declaration;

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

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

(h) the right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; provided, however, the Association shall not mortgage or convey the Common Area (or any portion thereof) without the consent of at least two-thirds (2/3) of the first Mortgagees or at least two-thirds (2/3) of the Class "A" Members and the Class "B" Member, if any;

(i) the right of the Developer or the Association to grant easements over the Common Area to "tax-exempt organizations."

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, subject to reasonable regulation as provided for in this Section 11.1 and Article III. An Owner who leases his or her Unit shall be deemed to have assigned all such rights to the lessee of such Unit. Furthermore, in the event ingress or egress to any residence is through the Common Area, any conveyance or encumbrance of such Common Area shall be subject to the lot Owner's easement.

Absolute liability shall not be imposed upon any lot Owner for damage to the Common Area or other lots, including improvements, within the community. Owners shall only be liable for damages to the extent they would be legally responsible under state law.

11.2 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and any adjacent Common Area and between adjacent Units due to

the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered on a Unit or the Common Area (in accordance with the terms of these restrictions) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, and Owner, occupant, or the Association.

11.3 Easements of Utilities, Etc. There are hereby reserved unto the Developer, so long as the Developer owns any property described in Exhibits "A" and/or other property annexed to Timber Ridge Preserve by the Developer of this Declaration, and hereby granted to the Association, and the designees of each (which may include, without limitation, the City of Byron, Georgia, and any utility), access and maintenance easements upon, across, over, and under all of the Properties to the extent necessary for the purpose of replacing, repairing, and maintaining cable television systems, security and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity, and for the purpose of installing any of the foregoing on property which it owns or within easements designated for such purposes on recorded plats of the Properties. This easement shall not entitle the holders of the easement rights to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing dwelling on a Unit, and any damage to a Unit resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after notice to the Owner or occupant.

The Developer specifically grants to the local utility companies, easements across the Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining, utility meters and boxes. However, the exercise of this easement shall not extend to permitting entry into the dwelling on any Unit, nor shall any utilities be installed or relocated on the Properties except as approved by the Board or the Developer.

11.4 Easements for Lake and Pond Maintenance and Flood Water. The Developer reserves for itself and its successors, assigns, and designees, the nonexclusive right and easement, but not the obligation, to enter upon the lakes, ponds, streams, and wetlands located within the Area of Common Responsibility to (a) install, keep, maintain, and replace pumps in order to provide water for the irrigation of any of the Area of Common Responsibility; (b) construct, maintain, and repair any bulkhead, wall, dam, or other structure retaining waters; and (c) remove trash and other debris therefrom and fulfill their maintenance responsibilities as provided in this Declaration.

The Developer's rights and easements provided in this section shall be transferred to the Association at such time as the Developer shall cease to own any property subject to the Declaration, or such earlier time as the Developer may elect, in its sole discretion, to transfer such rights by a written instrument. The Developer, the Association, and their

designees shall have an access easement over and across any of the Properties abutting or containing any portion of any of the lakes, ponds, streams, or wetlands to the extent necessary to exercise their rights under this section.

There is further reserved herein for the benefit of the Developer, and its designees (and granted to the Association, for itself and its designees) a perpetual, nonexclusive right and easement of access and encroachment over the Common Area and Units (but not the dwellings thereon) adjacent to or within fifty (50) feet of retention beds, ponds, and streams within the Properties, in order to enter upon and across such portions of the Properties to the extent reasonably necessary for the purpose of exercising its rights under this section. All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from the intentional exercise of such easements. Nothing herein shall be construed to make the Developer or any other Person liable for damage resulting from flooding due to hurricanes, heavy rainfall, or other natural disasters.

11.5 Easements to Serve Additional Property. The Developer hereby reserves for itself and its duly authorized agents, representatives, successors, successors-in-title, assigns, licensees, and mortgagees, a perpetual nonexclusive easement over the Common Area for the purposes of enjoyment, use, access, and development of the property described in Exhibits "A", "B" and "C", and/or other property annexed to Timber Ridge Preserve by the Developer, whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property. The Developer agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of such property. The Developer further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof is not made subject to this Declaration, the Developer (its successors or assigns) shall enter into a reasonable agreement with the Association to share the cost of maintenance of any private roadway serving such property.

11.6 Easements for Maintenance, Emergency and Enforcement. The Developer, the Association (and their respective designees) shall have the right, but not the obligation, to enter upon any Unit for emergency, security, and safety reasons, to perform maintenance pursuant to Article VII hereof, and to inspect for the purpose of ensuring compliance with the Governing Documents, which right may be exercised by any member of the Board, the Association, officers, agents, employees, and managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties.

Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right to enter upon any Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Board, but shall not authorize entry into any single family detached

dwelling without permission of the Owner (except by emergency personnel acting in their official capacities).

11.7 Easement for Special Events. The Developer hereby reserves for itself (its successors, assigns and designees) a perpetual, non-exclusive easement over the Common Areas for the purpose of conducting parades, running, biking or other sporting events, educational, cultural, artistic, musical and entertainment activities and other activities of general community interest, at such locations and times as the Developer, in its sole discretion, deems appropriate. Each Owner, by accepting a deed or other instrument conveying any interest in a Unit, acknowledges and agrees the exercise of this easement may result in a temporary increase in traffic, noise, gathering of crowds, and related inconveniences, and each Owner agrees on behalf of itself and the occupants of its Unit to take no action, legal or otherwise, which would interfere with the exercise of such easement. The Association shall not take any action which would interfere with or otherwise attempt to restrict the exercise of this easement.

11.8 Easements for Stormwater Drainage and Retention. Each portion of the Properties is hereby subjected to a non-exclusive easement appurtenant to and for the benefit of each other portion of the Properties and for the benefit of the Developer for the purpose of stormwater drainage and runoff in accordance with the master drainage plan established by the Developer for the Properties. The easement shall include, but shall not be limited to, the right to tie in to existing stormwater drainage facilities and to divert stormwater runoff from each Unit into such stormwater drainage facilities at such points and in such manner as approved by the Developer, and for the flow of stormwater runoff over the Properties to such points and from such points through the stormwater drainage facilities into wetlands, ponds, or other retention facilities within or outside the Properties. The foregoing easements shall be subject to any and all restrictions regarding quantity, rate and quality of discharge which the Developer may hereafter impose or which may be imposed on the Properties, the Developer or any Owner by any governmental entity having jurisdiction. The rights created herein include a right in favor of the Developer, the Association and the City of Byron, Georgia (or any other governmental entity asserting jurisdiction over the drainage facilities described herein) to enter upon the lakes, ponds, streams and wetlands within the surface water management system to operate and maintain the system. Developer, the Association and their designees shall have an access easement over any portion of the Properties to the extent necessary to exercise their rights under this Section.

## ARTICLE XII PARTY WALLS AND OTHER SHARED STRUCTURES

12.1 General Rules of Law to Apply. Each wall, fence, driveway or similar structure built as part of the original construction on the Units which serve and/or separates any two adjoining Units shall constitute a party structure. To the extent not inconsistent with the provisions of this section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

12.2 Maintenance: Damage and Destruction. All Owners who make use of any party structure shall share the cost of reasonable repair and maintenance of such structure equally.

If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners subsequently use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

12.3 Right to Contribution Runs With Land. The right of an Owner to contribution from any other Owner under this section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

12.4 Disputes. Any dispute concerning a party structure shall be subject to the dispute resolution procedures set forth in Article XIII.

### ARTICLE XIII DISPUTE RESOLUTION AND LIMITATIONS ON LITIGATION

13.1 Consensus for Association Litigation. Except as provided in this section, the Association shall not commence a judicial or administrative proceeding without the prior approval of at least seventy-five percent (75%) of the Voting Members. A Voting Member shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of Owners holding seventy-five percent (75%) of the total votes attributable to Units in the Neighborhood represented by the Voting Member. This section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of the Governing Documents (including without limitation the foreclosure of liens); (b) the imposition and collection of assessments as provided in Article VIII; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. This section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

13.2 Alternative Method for Resolving Disputes. The Developer, the Association, its officers, directors and committee members, all Persons subject to this Declaration and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties"), agree to encourage the amicable resolution of disputes involving the Properties without the financial costs of litigation. Accordingly, each Bound Party covenants to use good faith efforts to resolve claims, grievances or disputes described in Section 13.3 ("Claims") using the procedures set forth in Section 13.4 before filing suit in any court.

13.3 Claims. Unless specifically exempted below, all Claims arising out of or relating to the interpretation, application or enforcement of the Governing Documents, or the rights, obligations and duties of any Bound Party under the Governing Documents, or relating to the design or construction of improvements on the Properties, shall be subject to the provisions of Section 13.4.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 13.4:

- (a) Any suit by the Association against any Bound Party to enforce the provisions of Article VIII (Association Finances);
- (b) Any suit by the Association to obtain a temporary restraining order (or for equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Article III (Use and Conduct) and Article IV (Architecture and Landscaping).
- (c) Any suit between Owners which does not include the Developer or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents;
- (d) Any suit in which any indispensable party is not a Bound Party; and
- (e) Any suit which otherwise would be barred by any applicable statute of limitations.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 13.4.

#### 13.4 Mandatory Procedures.

- (a) Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (collectively, the "Parties") shall notify each Respondent in writing (the "Notice") stating plainly and concisely:
  - (i) the nature of the claim, including the Persons involved in the Respondent's role in the Claim;
  - (ii) the legal basis of the claim (i.e., the specific authority out of which the Claim arises);
  - (iii) Claimant's proposed remedy; and
  - (iv) that Claimant will meet with Respondent to discuss in good faith ways to resolve the claim;

(b) Negotiation.

- (i) The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the claim by good faith negotiation.
- (ii) Upon receipt of a written request from any Party, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in resolving the dispute by negotiation, if the Association is not a Party and the Board, in its discretion, believes its efforts will be beneficial to the Parties and to the welfare of the community.

(c) Mediation.

- (i) If the Parties do not resolve the Claim through negotiation within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) (“Termination of Negotiations”), Claimant shall have thirty (30) additional days within which to submit the claim to mediation pursuant to the provisions of the Georgia Rules of Civil Procedures.
- (ii) If Claimant does not submit the Claim to mediation within thirty (30) days after Termination of Negotiations, or does not appear for the mediation, Claimant shall be deemed to have waived the claim, the Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons not a Party to the foregoing proceedings.
- (iii) Any settlement of the claim through mediation shall be documented in writing by the mediator. If the Parties do not settle the claim within thirty (30) days after submission of the matter to the mediation process, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings (“Termination of Mediation”). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date mediation was terminated.

(d) Arbitration.

- (i) If the Parties do not resolve the Claim through mediation, the Claimant shall have thirty (30) days following termination (as determined by the mediator) of the mediation proceedings (“Termination of Mediation”) to submit the Claim to arbitration in

accordance with the rules of the American Arbitration Association or the Claim shall be deemed abandoned, and the Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim. Nothing herein shall release or discharge the Respondent from any liability to Persons not a Party to the foregoing proceedings.

- (ii) Unless the Parties agree in writing to be bound by the arbitrator's decision (the "Award") prior to the commencement of arbitration proceedings under the foregoing paragraph, any Party shall be free to reject the Award and sue in any court of competent jurisdiction or initiate proceedings before any appropriate administrative tribunal.

### 13.5 Allocation of Costs of Resolving Claims.

(a) Each party shall bear all of its own costs incurred prior to and during the proceedings described in Section 13.4(a), (b) and (c), including the fees of its attorney or other representative. Each Party shall share equally all charges rendered by the mediator(s) pursuant to Section 13.4(c).

(b) Each Party shall bear all of its own costs (including the fees of its attorney or other representative) incurred after the Termination of Mediation under Section 13.4(c) and shall share equally in the costs of conducting the arbitration proceeding (collectively, "Post Mediation Costs"), except as otherwise provided in this subsection.

If any of the Parties rejects the Award and pursues a judicial resolution under Section 13.4 (d)(2), and the final judgment is either the same as the Award or more advantageous to any non-rejecting Party, each such non-rejecting party shall be entitled to recover its Post Mediation Costs from the rejecting Party. If there is more than one rejecting Party, such non-rejecting Party's Post Mediation Costs shall be allocated pro rata among all rejecting Parties.

13.6 Enforcement of Resolution. If the Parties agree to resolve any Claim through negotiation or mediation in accordance with Section 13.4 and any Party thereafter fails to abide by the terms of such Agreement, or if the Parties agree to accept the Award following arbitration and any Party thereafter fails to comply with such Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to against comply with the procedures set forth in Section 13.4. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including without limitation attorneys' and paralegals' fees and court costs.

## ARTICLE XIV

## MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Units in the Properties. The provisions of this Article apply to both this Declaration and the By-Laws, notwithstanding any other provisions contained therein.

14.1 Notice of Action. Any institutional holder, insurer or guarantor of a first Mortgage who provides a written request to the Association stating its name and address and the street address of the Unit to which its Mortgage relates shall be deemed an “Eligible Holder” and shall be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects any Unit on which there is a first Mortgage held, insured or guaranteed by such Eligible Holder.

(b) Any delinquency in the payment of assessments or charges owed by a Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Governing Documents relating to such Unit or the Owner or occupant which is not cured within sixty (60) days. The Association may also provide such notice without receiving a request from an Eligible Holder.

(c) Any proposed action which would require the consent of a specified percentage of Eligible Holders.

(d) A Mortgagee may pay taxes or other charges which are in default and which may or have become a charge against any Common Property, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such Common Property. Mortgagees making such payments shall be owed immediate reimbursement thereof from the Association. Mortgagees shall not be required to collect special or specific assessments made by the Association.

14.2 Additional Provisions. If any neighborhood area elects to add additional provisions, then Section 14.2 shall apply. Unless at least sixty-seven percent (67%) of the first Lien Holder or Voting Members representing at least sixty-seven percent (67%) of the total Class “A” votes in the Association and the Class “B” Member consent, the Association shall not with respect to such neighborhood area portions:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer all or any portion of the real property comprising the Common Area which the Association owns in townhouse form, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

(b) Change the method of determining the obligations, assessments, dues of other charges which may be levied against an Owner of a Unit (actions by the Board or

provisions of any declaration subsequently recorded on any portion of the townhouse portions of the Properties regarding assessments for Neighborhood Areas or other similar areas shall not be subject to this provision where such action or subsequent declaration is other wise authorized by this Declaration);

(c) By act or omission change, waive or abandon any scheme of regulations or enforcement pertaining to architectural design, exterior appearance or maintenance of Units and the Common Area (the issuance and amendment of Design Guidelines, procedures and Use Restrictions and Rules shall not constitute a change, waiver or abandonment within the meaning of this provision);

(d) Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement or reconstruction of such property.

First Mortgagees may, jointly and singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

14.3 Other Provisions for First Mortgagees. To the extent not inconsistent with Georgia law, Article 6, Property Owners' Associations:

(a) Any restoration or repair of the Properties after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications unless the approval for contrary action is obtained of the Eligible Holders of first Mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to Mortgages held by such Eligible Holders are allocated.

(b) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Holders of first Mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to Mortgages held by such Eligible Holders are allocated.

(c) An election to terminate the Association under any other circumstances shall require the consent of Voting Members representing at least sixty-seven percent (67%) of the Class "A" votes and of the Developer, so long as it owns any land subject to this Declaration, and the approval of the Eligible Holders of first Mortgages on Units to which at least sixty-seven percent (67%) of the votes of Units subject to a Mortgage held by an Eligible Holder appertain.

14.4 Amendments to Documents. The approval of Eligible Holders of first Mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to a Mortgage held by an Eligible Holder appertain shall be required to materially amend

any provision of this Declaration, the By-Laws or the Articles which are specifically for the express benefit of holders, guarantors or insurers of first Mortgages on Units.

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

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

14.7 Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of its respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may record an amendment to this Article to reflect such changes.

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

14.9 Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

## ARTICLE XV CHANGES IN OWNERSHIP OF UNITS

Any Owner desiring to sell or otherwise transfer title to his or her Unit shall give the Board at least seven (7) days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Unit, including assessment obligations, until the later of: (a) the date upon which such notice is received by the Board; or (b) the date upon which title is transferred.

## ARTICLE XVI CHANGES IN COMMON AREAS

16.1 Condemnation. If any part of the Common Area is taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Voting Members representing at least sixty-seven percent (67%) of the total Class "A"

votes in the Association and of the Developer (as long as Developer owns any property described in Exhibits “A”, “B” and “C”, and/other property annexed to Timber Ridge Preserve by the Developer) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within sixty (60) days after such taking the Developer, so long as the Developer owns any of the Properties, and Voting Members representing at least fifty-one percent (51%) of the total Class “A” votes in the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 7.3(c) regarding funds for the repair of damage or destruction shall apply.

If the taking does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

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

16.3 Transfer or Dedication of Common Areas. The Association may dedicate portions of the Common Areas to the City of Bryon, Georgia or to any other local, state or federal government or quasi-governmental entity, subject to such approval as may be required by Article XIV of this Declaration.

## ARTICLE XVII AMENDMENT OF DECLARATION

17.1 By the Developer. Until termination of the Class “B” Control Period, the Developer may unilaterally amend this Declaration for any purpose, provided the amendment has no materially adverse effect upon any material rights of any affected Owner. Thereafter, the Developer may unilaterally amend this Declaration at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable government statute, rule, regulation or judicial determination which is in conflict therewith; (ii) to enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Properties; or (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, for example, the Federal National Mortgage Association, the

Federal Home Loan Mortgage Corporation, or the Veterans' Administration, to make, purchase, insure or guarantee mortgage loans on the Units; or (iv) to satisfy the requirements of any governmental agency. However, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as the Developer still owns property described in Exhibits "A", "B" and "C", and/or other property annexed to Timber Ridge Preserve by the Developer, the Developer may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

17.2 By Members. Except as otherwise set forth elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing seventy-five percent (75%) of the total Class "A" votes in the Association including seventy-five percent (75%) of the Class "A" votes held by Members other than the Developer, and the consent of the Developer, so long as the Developer has an option to subject additional property to this Declaration pursuant to Section 9.1. In addition, the approval requirements set forth in Article XIV hereof shall be met if applicable.

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

17.3 Validity and Effective Date of Amendments. Amendments to this Declaration shall become effective upon recordation in the Official Records of Peach County, Georgia, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provision of this Declaration.

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

No amendments may, directly or indirectly, remove, revoke or modify the status of, or any right or privilege of, the Developer without the written consent of the Developer.

17.4 Exhibits. Exhibits attached to this Declaration are incorporated by this reference and amendment of such exhibits shall be governed by this Article, except as otherwise specifically provided in this Declaration.

## ARTICLE XVIII MISCELLANEOUS

18.1 No Partition. Except as permitted in the Declaration or amendments thereto, there shall be no physical partition of the Common Area or any part thereof nor shall any person or entity acquire any interest in the Properties or any part thereof or seek any judicial partition unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board from acquiring title to real property which may or may not be subject to this Declaration.

18.2 Special Exceptions and Variances. Unless the written consent of the Association is first obtained, no Owner shall file a request for zoning variations, special exceptions or zoning changes affecting or relating to land within the Properties.

18.3 Neighborhoods. Neighborhoods may organize informally for the purposes established in this Declaration and the By-Laws, but shall not incorporate nor subject any Unit within the Neighborhood to additional covenants, conditions or restrictions without the express written consent of the Board. Each Neighborhood shall have the right to propose to the Board, for consideration for adoption by the Board, reasonable rules designed to restrict the use of Common Areas located within the Neighborhood to Owners (their guests and invitees) of Units within such Neighborhood. The Board shall consider such proposed rules at the next regularly scheduled Board meeting after the proposed rules are formally submitted to the Board. If the Board decides the proposed rules are acceptable, the rules (with such modifications, if any, as the Board believes are necessary) shall be adopted by the Board and shall thereafter be effective with respect to the Common Areas within such Neighborhood. Nothing shall prevent the Board from adopting such rules on its own initiative.

Each Neighborhood, upon the affirmative vote, written consent, or a combination thereof, of a majority of Owners within the Neighborhood, may request the Association provide a high level of service (or special services) for the benefit of Units in such Neighborhood. If agreed to by the Board the costs of such additional services shall be assessed against the benefited Units as a Neighborhood Area Assessment or Specific Assessment.

18.4 Water Management District Requirements. Construction of Timber Ridge Preserve has been permitted by the Georgia Department of Natural Resources. Permit conditions for the development issued by the Department require compliance with the following restrictions:

(a) Each property owner within the development at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the Georgia Department of Natural Resources.

(b) No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conversation areas and drainage easements described in the approved permit and recorded plat of the subdivision.

CERTIFICATION

WITNESSES:

TIMBER RIDGE PRESERVE, INC

\_\_\_\_\_ Signature By:

\_\_\_\_\_ Printed Name Thomas C. Yount, President

Y&Y ENTERPRISES, INC D/B/A  
CENTURION HOMES

\_\_\_\_\_ Signature By:

\_\_\_\_\_ Printed Name Thomas C. Yount, Secretary

STATE OR GEORIGIA  
COUNTY OF PEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_, by Thomas C. Yount, President of Timber Ridge Preserve, Inc.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_, by Thomas C. Yount, Secretary of Y&Y Enterprises, Inc. dba Centurion Homes

\_\_\_\_\_ Signature  
Notary Public – State of Georgia

\_\_\_\_\_ Printed Name  
Notary Public; Personally known to me \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**BY-LAWS**  
**OF**  
**TIMBER RIDGE HOMEOWNERS' ASSOCIATION, INC.**

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**BY-LAWS  
OF  
TIMBER RIDGE PRESERVE HOMEOWNERS' ASSOCIATION, INC.**

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

- 1.1 Name. The name of the Association shall be Timber Ridge Preserve Homeowners' Association, Inc. (hereinafter sometimes referred to as the "Association").
- 1.2 Principal Office. The principal office of the Association shall be located in Peach County, Georgia.
- 1.3 Definitions. The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized items shall have the same meaning as set forth in the Declaration of Covenants, Conditions, and Restriction for Timber Ridge Preserve filed in the Official Records of Peach County, Georgia (the "Declaration"), unless the context indicates otherwise.

**Article II  
Membership and Meetings**

- 2.1 Membership. The Association shall have two (2) classes of membership, Class "A" and Class "B", as more fully set forth in the Declaration, the terms of which (pertaining to membership) are incorporated by this reference.
- 2.2 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board either within the properties or as convenient as possible and practical.
- 2.3 Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. Meetings shall be of the Voting Members. Subsequent regular annual meetings shall be set by the Board so as to occur during the fourth quarter of the Association's fiscal year on a date and at a time set by the Board.
- 2.4 Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a petition signed by Owners or Voting Members representing at least thirty-five percent (35%) of the total Class "A" votes of the Association. Signatures on any such petition may be filed by facsimile transmission or other electronic means provided the

signature clearly acknowledges the substantive content or purpose of the petition.

- 2.5 Notice of Meeting. Written or printed notice stating the place, date and hour or any meeting of the Voting Members shall be published in a project newsletter or local newspaper, or be delivered, either personally or by mail, to each Voting Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting by or at the direction of the President, Secretary or the officers or persons calling the meeting.

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

If mailed, notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Voting Member at the address appearing on the records of the Association, with postage prepaid.

- 2.6 Waiver of Notice. Waiver of notice of a meeting of the Voting Members shall be deemed the equivalent of proper notice. Any Voting Member may, in writing, waive notice of any meeting of the Voting Members, either before or after such meeting. Attendance at a meeting by a Voting Member shall be deemed waiver by such Voting Member of notice of the time, date and place thereof, unless such Voting Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless an objection is raised on the basis of lack of proper notice before the business is put to a vote.

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

The Voting Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of Voting Members leaving less than a quorum provided Voting Members representing at least twenty-five percent (25%) of the total Class "A" votes in the Association remain in attendance, and provided any action taken is approved by at least a majority of the votes required to constitute a quorum.

- 2.8 Voting. The voting rights of the Members shall be as set forth in the Declaration and such voting rights provisions are specifically incorporated by reference.
- 2.9 Proxies. Voting Members may not vote by proxy but only in person or through their designated alternate; provided, any Member who is only entitled to cast the vote(s) for his/her Unit(s) may cast such vote in person or by proxy until the Board calls for election of a Voting Member to represent the Neighborhood of which the Unit is a part. On any matter as to which an Owner is entitled to personally cast the vote for his/her Unit, such vote may be cast in person or by proxy, subject to the limitations of Georgia law relating to use of the general proxies and subject to any specific provision to the contrary in the Declaration of these By-Laws. No proxy shall be valid unless signed by the Owner of the Unit for which is given, dated and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Proxies shall be valid only for the specific meeting for which given and lawful adjournments of such meeting. In no event shall a proxy be valid more than ninety (90) days after the date of the original meeting for which it was given. Every proxy shall be revocable and shall automatically cease upon conveyance of the Unit for which it was given.
- 2.10 Majority. As used in these By-Laws, the term “majority” shall mean those votes, Owners or other group as the context may indicate totaling more than fifty percent (50%) of the total eligible number.
- 2.11 Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence of the Voting Members representing twenty percent (20%) of the total Class “A” votes in the Association and the presence of a duly appointed representative of the Class “B” Member shall constitute a quorum at all meetings of the Association.
- 2.12 Conduct of Meeting. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

### **Article III** **Board of Directors**

A. Composition and Selection.

- 3.1 Governing Body Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one equal vote. The Board of Directors shall have the authority to delegate any of its duties to agents, employees or others; provided, however, in the event of such delegation, the Board of Directors shall remain responsible for any action undertaken by such delegate. Except with respect to directors appointed by the Class “B” Member, the directors shall be Members (or spouses of Members). However, no person and his or her spouse may serve on the Board at the same time. In the case of a Member who is not a natural person, any

officer, director, partner or trust officer of such Member (“Entity Director”) shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member. No Member may have more than one such representative on the Board at a time, except in the case of directors appointed by the Class “B” Member. No Neighborhood shall have more than two (2) representatives on the Board of Directors at any time.

- 3.2 Number of Directors. The number of directors in the Association shall be not less than three (3) nor more than seven (7). The initial Board shall consist of three (3) directors as identified in the Articles of Incorporation.
- 3.3 Directors During Class “B” Control Period. The Class “B” Control Period shall be defined as the period beginning on the date of execution of these By-Laws and shall cease on the date of turnover as defined in the Declaration. During the Class “B” Control Period all the directors shall be selected by the Class “B” Member (acting in its sole discretion) and shall serve at the pleasure of the Class “B” Member until the termination of the Class “B” Control Period, as defined in the Declaration.
- 3.4 Nomination and Election Procedures After Termination of Class “B” Control Period.

- (a) Nomination and Declaration of Candidacy. Prior to each election of directors, the Board shall prescribe the opening day and the closing date of a reasonable filing period in which each and every eligible person who has a bona fide interest in serving as a director may file as a candidate for any position to be filled by votes of Class “A” Members. The Board shall also establish such other rules and regulations it deems appropriate to conduct the nomination of directors in a fair, efficient and cost-effective manner.

Except with respect to the directors selected by the Class “B” Member, any Member may nominate himself at a meeting where the election is to be held, and nominations for election to the Board may also be made by a Nominating Committee. The Nominating Committee, if any, shall consist of two (2) or more Members or representatives of Members. The Nominating Committee shall be appointed by the Board not less than thirty (30) days prior to each election to serve until their successors are appointed, and such appointment shall be announced in the notice of each election.

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

- (b) Election Procedures. All elections shall be held by mail. The Secretary shall cause notice of the elections to be mailed or delivered to each Owner at least ten (10) days prior to the closing date established by the Board for filing of ballots. Such notice shall be accompanied by a written ballot listing all candidates for each vacancy who have qualified in accordance with the procedures described in subsection (a) above, and all candidates for each vacancy nominated by the Nominating Committee, if any. The notice shall specify the

name and address to which the ballots should be returned and the date by which must be received in order to be counted, which date shall be the “election date.”

Each Owner may cast the vote assigned to his/her Unit for each position to be filled from the slate of candidates on which such Owner is entitled to vote. There shall be no cumulative voting. Election of Directors shall be by the vote of the Owners, not the Voting Members.

On the election date, the Board or its designee shall open and count the ballots. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

3.5 Election and Term of Office. Notwithstanding any other provision of these By-Laws:

- (a) Within thirty (30) days after the time that Class “A” Members own twenty-five percent (25%) of the Units proposed by the Master Plan, or whenever the Class “B” Member earlier determines, the President shall call for an election by which the Class “A” Members shall be entitled to elect one of the directors who shall be an at-large director. Such election shall be held in accordance with section 3.4 of these By-Laws. The remaining directors shall be appointees of the Class “B” Member. The director elected by the Class “A” Members shall not be subject to removal by the Class “B” Member and shall be elected for a term of one (1) year or until the happening of the event described in subsection (b), whichever is shorter. If such director’s term expires prior to the happening of the event described in subsection (b) below, a successor shall be elected for a like term.
- (b) Within thirty (30) days after the time Class “A” Members (other than Builders) own fifty percent (50%) of the Units proposed by the Master Plan, or whenever the Class “B” Member earlier determines, the Board shall be increased to no less than five (5) directors. The President shall call for an election by which the Class “A” Members shall be entitled to elect two (2) of the directors, who shall serve as at-large directors. The remaining directors shall be appointees of the Class “B” Member. The directors elected by the Class “A” Members shall not be subject to removal by the Class “B” Member and shall be elected for a term of one (1) year or until the happening of the event described in subsection (c) below, whichever is shorter. If such directors’ terms expire prior to the happening of the event described in subsection (c) below, successors shall be elected for a like term.
- (c) Within ninety (90) days after termination of the Class “B” Control Period, the President shall call for an election by which the Class “A” Members shall be entitled to elect three (3) of the directors who shall serve as at-large directors. The remaining directors shall be appointees of the Class “B” Member. The directors elected by the Class “A” Members shall not be subject to removal by the Class “B”

Member and shall serve until the first annual meeting following the termination of the Class "B" Control Period. If such annual meeting is scheduled to occur within ninety (90) days after termination of the Class "B" Control Period, this subsection shall not apply and directors shall be elected in accordance with subsection (d) below.

- (d) Not later than the first annual meeting after the termination of the Class "B" Control Period, the Board shall be increased to seven (7) directors and an election shall be held. Up to six (6) directors shall be elected by the Class "A" Members. Two (2) directors shall serve a term of three (3) years and two (2) directors shall serve a term of two (2) years, and two (2) directors shall serve a term of one (1) year. Upon the expiration of each director's term of office the Members entitled to elect such director shall be entitled to elect a successor to serve a term of three (3) years.

For so long as the Class "B" Member owns any portion of the Properties, the Class "B" Member shall be entitled to appoint one (1) director. Upon termination of the Class "B" Membership, the director elected by the Class "B" Member shall resign and the remaining directors shall be entitled to appoint a director to serve the unexpired portion of the term. Thereafter, the Class "A" Members shall be entitled to elect a successor to fill such position.

The directors elected by the Class "A" Members shall hold office until their respective successors have been elected. However, if for any reason a director elected by the Class "A" Members is no longer a Member, as defined in the Declaration, said director shall immediately resign and a successor director shall be selected in accordance with Section 3.6 of these By-Laws.

**3.6 Removal of Directors and Vacancies.** Any director elected by the Class "A" Members may be removed, with or without cause, by the vote of Class "A" Members holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Class "A" Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director elected by the Class "A" Members who has three (3) consecutive unexcused absences from Board meetings, or who is more than thirty (30) days delinquent in the payment of any assessment or other charge due the Association, may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term.

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

the remainder of the term. Any director appointed by the Board shall be selected from among Members within the Neighborhood represented by the director who vacated the position.

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

**B. Meetings.**

- 3.7 Organization Meetings. The first meeting of the Board following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place the Board shall fix.
- 3.8 Regular Meetings. Regular meetings of the Board may be held at such time and place a majority of the directors shall determine, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter.
- 3.9 Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or by any two (2) directors.
- 3.10 Notices, Waiver or Notice.
- (a) Notices of meetings of the Board shall specify the time and place of the meeting and in the case of a special meeting, the nature of any special business to be considered. The notice shall be posted in a conspicuous place in the community at least forty-eight (48) hours in advance of a meeting, except in an emergency. In the alternative, if notice is not so posted, notice of each Board Meeting shall be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. If the Association has more than one hundred (100) Members, as an alternative to posting or mailing of notice of Board Meetings to Members as provided herein, notice may be provided by providing each Member with an annual schedule of regular Board Meetings at the beginning of the year.
  - (b) The notice of meetings of the Board shall be given to each director by (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director, or (iv) telephone facsimile, computer, fiber optics or other electronic communication device, with confirmation of transmission.
- All such notices shall be given at the director's telephone number, fax number, electronic mail number, or sent to the director's address as shown on the records of the Association. Notice of special meetings of the Board shall also be posted in a prominent place with the properties. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) business days before the time set for the meeting. Notices given by personal delivery, telephone or other device shall be delivered or transmitted at least seventy-two (72) hours before the time set for the meeting.

- (c) The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present; and (ii) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of the meeting shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.
  - (d) An assessment may not be levied at a Board Meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessment to be considered.
- 3.11 Telephonic Participation in Meetings. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.
- 3.12 Quorum of Board of Directors. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these By-Laws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action is taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.
- 3.13 Compensation. No director shall receive any compensation from the Association for acting as such unless approved by Voting Members representing a majority of the total Class "A" votes in the Association at a regular or special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board of Directors, excluding the interested director.

- 3.14 Conduct of Meetings. The President (or the Vice President if the President is not present) shall preside over all meetings of the Board and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.
- 3.15 Open Meetings. Subject to the provision of Section 3.16, all meetings of the Board shall be open to all Voting Members and, if required by law, all Owners. Attendees other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any such individual may speak. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, and may exclude person(s) other than directors to discuss matters of a sensitive nature.
- 3.16 Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the directors. Such consent shall have the same force and effect as a unanimous vote.
- C. Powers and Duties.
- 3.17 Powers. The Board of Director shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, these By-Laws, the Articles, and as provided by law. The Board may do or cause to be done all acts and things which the Declaration, Articles, these By-Laws, or Georgia law do not direct be done and exercised exclusively by the Voting Members or the membership generally.
- 3.18 Duties. The duties of the Board shall include, without limitation:
- (a) preparation and adoption of annual budgets and establishing each Owner's share of the Common Expenses and Service Area Expenses;
  - (b) assessing and collecting assessments from the Owners;
  - (c) providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility;
  - (d) designating, hiring and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;
  - (e) depositing all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association with two (2) officers reviewing payroll and/or requests for payment of all invoices;
  - (f) making and amending rules and regulations;
  - (g) opening of bank accounts on behalf of the Association and designating the signatories required;

- (h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the Declaration and these By-Laws;
- (i) enforcing by legal means the provisions of the Declaration, these By-Laws and the rules adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines the Association's position is not strong enough to justify taking enforcement action;
- (j) obtaining and carrying insurance, as provided in the Declaration, providing for payment of all premiums, and filing and adjusting claims, as appropriate;
- (k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;
- (l) keeping books with detailed accounts of the receipts and expenditures of the Association;
- (m) making available to any prospective purchaser of a Unit, any Owner, and the holders, insurers and guarantors of any Mortgage on any Unit, current copies of the Declaration, the Articles of Incorporation, the By-laws, rules and all other books, records, and financial statements of the Association;
- (n) permitting utility suppliers to use portions of the Common Area determined necessary in the sole discretion of the Board to the ongoing development or operation of the Properties;
- (o) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association, to the extent such indemnity is required by Georgia law, the Articles of Incorporation or the Declaration;
- (p) assisting in the resolution of disputes between Owners and others without litigation, as set forth in the Declaration.

3.19 Right of Class "B" Member to Disapprove Actions. So long as the Class "B" membership exists, the Class "B" Member shall have a right to disapprove any action, policy, or program of the Association, the Board and any committee which, in the sole judgment of the Class "B" Member, would tend to impair rights of the Developer or builders under the Declaration or these By-Laws, or interfere with development of any portion of the Properties, or diminish the level of services being provided by the Association.

- (a) The Class "B" Member shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board or any committee. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, which notice complies as to the Board

meetings with Sections 3.8, 3.9, and 3.10. The notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth with reasonable particularity the agenda to be followed at such meeting;

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

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

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

3.20 Management. The Board of Directors may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize.

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

The Association shall not be bound, either directly or indirectly, by any management contract executed during the Class “B” Control Period unless such contract contains a right of termination exercisable by the Association, with or without cause and without penalty, at any time after termination of the Class “B” Control Period upon not more than ninety (90) days written notice.

3.21 Accounts and Reports. The following management standards of performance shall be followed unless the Board by resolution specially determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

- (b) accounting and controls should conform to generally accepted accounting principles;
- (c) cash accounts of the Association shall not be commingled with any other accounts;
- (d) no remunerations shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association;
- (e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;
- (f) periodically financial reports shall be prepared for the Association containing:
  - (i) an income statement reflecting all income and expense activity for the preceding period of an accrual basis;
  - (ii) a statement reflecting all cash receipts and disbursements for the preceding period;
  - (iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
  - (iv) a balance sheet as of the last day of the preceding period; and
  - (v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent (any assessment or installment thereof shall be considered to be delinquent on the fifteenth (15<sup>th</sup>) day following the due date unless otherwise specified by Board resolution); and
- (g) an annual report consisting of at least the following shall be made available to all Members within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared and reviewed by an independent public accountant.

3.22 Borrowing. The Association shall have the power to borrow money for any legal purpose; provided, the Board shall obtain Voting Member approval in the same manner provided in the Declaration for Special Assessments if the proposed borrowing is for the purpose of making discretionary capital improvements.

3.23 Right to Contract. The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operation, or other agreements with trusts, condominiums, cooperatives, or Service Area and other owners' or residents' associations, within and outside

the Properties; provided, any common management agreement shall require the consent of a majority of the total number of directors of the Association.

3.24 Enforcement. In addition to such other rights as are specifically granted under the Declaration, the Board shall have the power to impose monetary fines, which shall constitute a lien upon the Unit of the violator, and to suspend an Owner's right to vote or any Person's right to use the Common Area for violation of any duty imposed under the Declaration, these By-Laws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Board to limit ingress and egress to or from a Unit or to suspend an Owner's right to vote due to nonpayment of assessments. In addition, the Board may suspend any services provided by the Association to an Owner or the Owner's Unit if the Owner is more than thirty (30) days delinquent in paying any assessment or other charges owed to the Association. If any occupant, guest or invitee or a Unit violates the Declaration, By-Laws, or a rule and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant with the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule shall not be deemed a waiver of the right of the Board to do so hereafter.

(a) Notice. Prior to imposition of any sanction hereunder or under the Declaration, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten (10) days within which the alleged violator may present a written request for a hearing to the Board of the Covenants Committee, if any, appointed pursuant to Article V; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed; provided the Board or the Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(b) Hearing. If a hearing is requested within the allotted ten (10) day period, the hearing shall be held before the Covenants Committee or, if none has been appointed, then before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting

shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

- (c) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision of the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within ten (10) days after the hearing date.
- (d) Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Declaration, these By-Laws, or the rules of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or, following compliance with the procedures set forth in the Declaration, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

#### **Article IV** **Officers**

- 4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer. Officers may, but need not, be members of the Board. The Board may appoint such other officers including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary
- 4.2 Election and Term of Office. The Board shall elect the officers of the Association at the first meeting of the Board following each annual meeting of the Voting Members.
- 4.3 Removal and Vacancies. The Board may remove any officer whenever in its judgment the best interests of the Association will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.
- 4.4 Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to the finance committee, management agent, or both.

- 4.5 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- 4.6 Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two officers.
- 4.7 Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.13.

## **Article V** **Committees**

- 5.1 General. The Board may appoint such committees it deems appropriate to perform such tasks and functions as the Board decides. Committee members serve at the Board's discretion. Any committee member, including committee chair, may be removed by the vote of a majority of the Board. Each committee shall operate in accordance with the terms of the resolution establishing such committee.
- 5.2 Covenants Committee. In addition to any other committees which the Board may establish pursuant to Section 5.1, the Board may appoint a Covenants Committee consisting of at least three and no more than seven Members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Section 3.24 of these By-Laws.
- 5.3 Neighborhood Committees. In addition to any other committees appointed as provided above, each Neighborhood may (upon direction and in the manner prescribed by the Board) elect a Neighborhood Committee to determine the nature and extent of services, if any, to be provided to the Neighborhood by the Association in addition to those provided to all Members of the Association in accordance with the Declaration. A Neighborhood Committee may advise the Board on any other issue, but shall not have the authority to bind the Board. Such Neighborhood Committee, if elected, shall consist of no less than three (3) nor more than five (5) members.

Neighborhood Committee Members shall be elected for a term of one (1) year or until their successors are elected. Any director elected to the Board of Directors from a Neighborhood shall be an ex officio Member of the Neighborhood Committee.

In the conduct of its activities, each Neighborhood Committee shall abide by the notice and quorum requirements applicable to the Board under Sections 3.10 and 3.12 and the procedural requirements set forth in Sections 3.14, 3.15 and 3.16; provided, however, the term "Voting Member" shall refer to the Owners of the Units within the Neighborhood.

## **Article VI**

### **Miscellaneous**

- 6.1 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.
- 6.2 **Parliamentary Rules.** Except as may be modified by Board resolution, Robert's Rules of Order(current edition) shall govern the conduct of Association proceedings when not in conflict with Georgia law, the Articles of Incorporation, the Declaration, or these By-Laws.
- 6.3 **Conflicts.** If there are conflicts between the provisions of Georgia law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Georgia law, the Declaration, the Articles of Incorporation and the By-Laws (in that order) shall prevail.
- 6.4 **Books and Records.**
- (a) **Inspection by Members and Mortgages.** The Board shall make available for inspection and copying by and holder, insurer or guarantor of a first Mortgage on a Unit, any Member or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Unit: the Declaration, By-Laws and Articles of Incorporation, including any amendments, the rules of the Association, the membership register, books of account and the minutes of meetings of the Members, and the Board and committees. The Board shall provide for such inspection to take place at the office of the Association or at such place within the Properties as the Board shall designate.
  - (b) **Rules for Inspection.** The Board shall establish rules with respect to:
    - (i) notice to be given to the custodian of the records
    - (ii) hours and days of the week when such an inspection may be made; and
    - (iii) payment of the cost of reproducing copies of documents requested.
  - (c) **Inspection by Directors.** Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.
- 6.5 **Notices.** Unless otherwise provided in these By-Laws, all notices, demands, bills, statements or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:
- (a) if to a Member or Voting Member, at the address which the Member or Voting Member has designated in writing and filed with the Secretary or, if not such address has been designated, at the address of the Unit of such Member or Voting Member; or
  - (b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such

other address as shall be designated by notice in writing to the Members pursuant to this section.

6.6 Amendment.

- (a) By Class "B" Member. Until termination of the Class "B" Control Period, the Class "B" Member may unilaterally amend these By-laws at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (ii) to enable any title insurance company to issue title insurance coverage on the Units; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Units; or (iv) to enable any governmental agency or reputable private insurance company to guarantee or insure mortgage loans on the Units. However, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. To the extent required by applicable law and only if the Properties have qualified for FHA/VA financing, the Federal Housing Administration and the U.S. Department of Veteran's Affairs (FHA/VA) has the right to veto any amendments to these By-Laws so long as the Class "B" membership exists. So long as the Class "B" membership exists, the Class "B" Member may unilaterally amend these By-Laws for any other purpose provided the amendment has no material adverse effect upon right of the any Owner.
- (b) By Members Generally. Except as provided above, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing fifty-one percent (51%) of the total Class "A" votes in the Association, and the consent of the Class "B" Member, so long as such Class "B" membership exists. The Class "A" votes shall be cast by the Voting Members, to the extent Voting Members have been selected. In addition, the approval requirements set forth in the Declaration shall be met, if applicable. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.
- (c) Validity and Effective Date of Amendments. Amendments to these By-Laws shall be effective upon adoption unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of its adoption or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

If any Owner consents to any amendment to the Declaration or these By-laws, it will be conclusively presumed that the Owner has the

authority to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

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

**CERTIFICATION**

I, the undersigned do hereby certify:

That I am the duly elected and acting Secretary of Timber Ridge Preserve Homeowners' Association, Inc., a Georgia corporation;

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

\_\_\_\_\_(Seal)  
Secretary

STATE OF GEORGIA  
COUNTY OF PEACH

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_ by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

\_\_\_\_\_  
NOTARY SIGNATURE

\_\_\_\_\_  
NAME OF NOTARY PRINTED

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



**FIRST SUPPLEMENT**

**TO**

**DECLARATION OF MASTER COVENANTS,**

**CONDITIONS AND RESTRICTIONS**

**OF**

**TIMBER RIDGE PRESERVE**

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**FIRST SUPPLEMENT TO DECLARATION OF MASTER COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
TIMBER RIDGE PRESERVE**

**TO ALL PRESENT AND FUTURE OWNERS** of property or any interest within Timber Ridge Preserve, which includes the real property legally described on Exhibits “A” attached hereto, and/or other property annexed to Timber Ridge Preserve by the Developer which is subsequently identified and included pursuant to any Supplement to the Master Covenants, Conditions and Restrictions of Timber Ridge Preserve.

**KNOWN ALL MEN BY THESE PRESENTS** that Timber Ridge Preserve, Inc., does hereby create, declare, establish and impress upon any such lands, the use restrictions and rules set forth below, all and each of which are covenants running with the land, hereinafter set forth.

**SAID PROPERTY AS DESCRIBED IN EXHIBIT “A” and/or other property annexed to Timber Ridge Preserve by the Developer** is already subject to the Declaration of Master Covenants, Conditions and Restrictions of Timber Ridge Preserve and this declaration shall constitute the First Supplement to said Declaration of Master Covenants, Conditions and Restrictions of Timber Ridge Preserve.

**THE FOLLOWING USE RESTRICTIONS** shall apply to all lots in Timber Ridge Preserve:

**USE RESTRICTIONS AND RULES**

I. Compliance by Owners: Initial Use Restrictions and Rules.

Every Owner shall comply with the restrictions and rules set forth herein, in the Declaration of Master Covenants, Conditions and Restrictions for Timber Ridge Preserve (the “Declaration”), and any and all Rules and Regulations adopted by the Board. The following are the Use Restrictions and Rules of the Association which may be amended, modified, or added to from time to time as provided in the Declaration of Master Covenants, Conditions and Restrictions and the By-Laws. Capitalized terms used but not defined herein shall have the meaning set forth in the Declaration.

- A. Residential Use: Timber Ridge Preserve, subject to these restrictions and rules and except as permitted under the R-3 zoning in the city of Byron, Georgia , shall be used for residential living units and related recreational facilities only for no other purposes. Notwithstanding anything herein to the contrary, Developer, and any builder shall be able to build and maintain sales models and offices until such time as the last parcel in Timber Ridge Preserve is developed and sold by Developer and other residential property Owners. Sales models that utilize garage space for information

offices etc., must be returned to garage space upon termination of the unit being utilized as a sales model. Any Properties specifically zoned commercial as part of the land described in Exhibits "A" and/or other property annexed to Timber Ridge Preserve by the Developer is subject to these restrictions and rules as required for residential use except paragraphs F, T, DD and EE.

- B. Exterior Appearances and Landscaping: The paint, coating, stain, roof shingle and other exterior finishing colors and materials on all residential buildings may be maintained as originally installed, without prior approval of the Architectural Review Committee or other reviewing entity, according to the Declaration (the "ARC"). Prior approval by the ARC shall be necessary before such exterior finishing color or material is changed. A Lot or Unit landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations shall be maintained by the Owner substantially as originally installed by Developer unless the prior approval for any change, deletion or material addition is obtained from the ARC.
  
- C. Temporary Buildings: No sheds, tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on the Property. However, the foregoing shall not restrict or prevent the construction or maintenance of temporary sales models and other such temporary facilities essential to the development, construction and sale of housing facilities, provided they are in compliance with appropriate governmental requirements applicable thereto.
  
- D. Exterior Maintenance: Each Owner shall maintain Unit structures and grounds at all times in a neat and attractive manner and as provided elsewhere herein. Upon the Owner's failure to do so, the Association may (at its option after giving the Owner written notice as provided in the Declaration or By-Laws) have the portion of the grass, weeds, shrubs and vegetation, which the Owner is to maintain cut when and as often as the same is necessary. The Association may also remove and replace dead trees, shrubs and plants removed from such Unit and replaced, and may have any portion of the Lot or Unit resodded or landscaped. All expenses of the Association under this provision shall be a lien and special assessment charged against the Unit on which the work was done, and shall be the personal obligation of all Owners of such premises. Upon the Owner's failure to maintain Unit structures and improvements in good repair and appearance, and as otherwise required herein, the Association may (at its option, after giving the

Owner thirty (30) days written notice) make repairs in a workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the unit upon which the work was performed, collectible in a lump sum and secured by a lien against the Unit. No bids need to be obtained by the Association for such work and the Association shall designate the contractor in its sole discretion. The Association, through its duly authorized agents, employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Unit at reasonable hours on any day to accomplish the work described herein.

- E. Owner's Obligation to Rebuild: If all or any portion of a home or Unit is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct such home in a manner which shall substantially restore it to its appearance or condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs, unless prevented by governmental authority.
- F. Flag Poles: Yard mounted flag poles are not permitted on residential lots except by homebuilders on a temporary basis. Flags mounted on brackets and poles located on the house or garage are allowed and ARC approvals not required.
- G. Trash and Garbage: No lumber, metals, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on the Properties except building materials during the course of construction of any approved structure. Where trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers shall be placed in the open on the day a pick up is to be made, at locations accessible to persons making such pick up. Trash containers must be removed within twelve (12) hours of collection. At all other times, such containers shall be stored in the garage or behind a 6' privacy fence so it cannot be seen from surrounding properties and streets. The ARC, in its discretion, may adopt and promulgate reasonable rules and regulations relating the manner of storage, size, shape, color and type of containers permitted.
- H. Pollutants: No Owner shall discharge or allow the discharge of any pollutant, hazardous waste or toxic chemical or material. In the event of such discharge, the Owner shall be liable for all clean-up cost incurred in connection therewith.

- I. Nuisance: Nothing shall be done on the Properties which is illegal or which may be or may become an annoyance or nuisance to the neighborhood. In the event of any questions as to what may be or become a nuisance, such questions shall be submitted to the Association Board for a decision in writing and the Board's decision shall be final.
- J. Clothes Drying: No outside clothes lines or hangers will be permitted.
- K. Guns. The discharge of firearms within the Properties is prohibited. The term "firearms" or "guns" shall include but not be limited to "B-B Guns," Pellet Guns, and any and all firearms of any type, regardless of size, or caliber.
- L. Vehicle Parking. The Association Board may from time to time promulgate rules which restrict, limit or prohibit the use of any driveway or parking area (which may be in front of, adjacent to or a part of an Unit) as a parking place for personal passenger vehicles, commercial vehicles, trailers, recreational vehicles, self-propelled motor homes, motorcycles and boats. Such rules, if and when promulgated shall have the same force and effect as if promulgated and initially made a part hereof. No overnight parking on any street or parking on lawns at any time is permitted. No unregistered or inoperable motor vehicle or trailer of any kind may be disassembled, serviced or repaired on the Properties in such a manner as to be visible from any point on adjacent property or the street.

Prohibited Vehicles: No "prohibited vehicles" shall be parked or stored on any of the Common Areas or stored on any of the Common Area or on any portion of a Unit, which is visible from any of the Common Areas or from any road, or other Unit within the Properties. For purposes of this section, a "prohibited vehicle" is:

1. A truck (except a 3/4 ton or smaller pickup truck), delivery van, service van or bus;
2. Any commercial vehicle (for example not one designed and used for normal personal/family transportation) and any vehicle bearing lettering, graphics or other commercial insignia, except if such lettering, graphics or insignia is/are completely covered with a magnetic or other type of covering of the same color as the vehicle;

3. Any recreational vehicle (R.V.) including but not limited to a camper, mobile or motor home, all terrain vehicle (ATV or ATC) or a dune buggy;
4. A trailer of any type;
5. A boat;
6. A derelict vehicle, including a vehicle with no current license plate or a vehicle incapable of self-propulsion; or
7. Any vehicle longer than 21 feet or higher than 7 feet.

For purposes of this section, a “prohibited vehicle” shall not be deemed to be (even if generally described above) any commercial or public service vehicle present on the Properties while performing services for on or behalf of Owners or residents of Timber Ridge Preserve.

Non-Resident/Visitor Parking: While parking within or upon the Properties, non-residents and visitors shall follow all Timber Ridge Preserve parking rules and regulations.

Any vehicle parking in violation of these or other restrictions contained herein or in the rules or regulations now or hereafter adopted may be towed by the Association at the sole expense of the Owner of such vehicle, if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the Owner of such vehicle for trespass, conversation or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, its removal or failure of the Owner to receive it for any other reasons, shall not be grounds for relief of any kind. For the purpose of this paragraph, “vehicle” shall also mean motorcycles, campers, motor homes, boats and trailers; and an affidavit of the person posting such notice stating that it was properly posted shall be conclusive evidence of proper posting.

- M. Maintenance of Parking Areas: All setback areas, yards, walkways, driveways and parking areas and drainage swales shall be maintained and kept in a neat and clean condition, free of refuse and debris.
- N. Burial of Pipes and Tanks: No water pipe, gas pipe, sewage pipe, drainage pipe or storage tank shall be installed or maintained on

the Properties above the surface of the ground, except household garden hoses and movable pipes used for irrigation purposes or as otherwise specifically approved by the ARC. No property shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth, provided, however, that nothing contained herein shall prohibit or restrict removal of fill or earth materials for the Developer to construct or create approved drainage structures or landscaped berms.

- O. Aerial Antennas/Satellite Dishes: Without the express prior written consent of the ARC, no exterior radio, television, dish antenna or other antenna or device for sending or receiving electromagnetic signals will be erected or maintained in Timber Ridge Preserve. The ARC shall consent to requests for approval of such equipment provided aesthetic impact to surrounding properties is minimized by fencing or other screening materials to the extent permitted by applicable law.
  
- P. Underground Wires: No lines or wires for communication or the transmission of electrical current or electromagnetic pulses or signals shall be constructed, placed, or permitted to be placed on a Unit unless they are underground or within a structure, or unless specifically permitted in writing by the ARC.
  
- Q. Cable Television. The Developer (or its successors or assigns) shall have the right to install, or enter into contracts for the installation of, a cable television system providing cablevision entertainment to the Residential Properties. In connection with the installation, maintenance and operation of such systems, the Developer reserves access, installation and service easements over, across and under the Common Area, and Residential Properties necessary to provide such cable television services to all Owners. Provided, however, such easements shall be reasonably located by the Developer so as not to impair the value or use of Residential Properties.
  
- R. Easements: A (10') ten foot easement for the installation and maintenance of utilities are reserved on all property lines as provided herein. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with or prevent the maintenance of the utilities. The area of each Unit covered by an easement and all improvements in that area shall be maintained continuously by the Owner of the Unit, except as provided herein to the contrary and except for

installations for which a public authority or utility company is responsible.

- S. Animals: No horses, cattle, swine, goats, fowl, or any other animals not commonly considered household pets shall be kept on the Properties. Under no circumstances shall any commercial or business enterprise involving the use, breeding, care or treatment of animals be conducted on the Properties without the express prior written consent of the Board. All pets shall be walked on a leash. No pets shall be permitted outside a Home unless such pet is kept on a leash or within a fenced yard. Invisible electronic fences are not deemed to be fences in compliance herewith and dog runs or enclosures shall not be permitted on any lot. No pet or animal shall be tied out on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. Each owner shall be responsible for the activities of its pet. Seeing-eye dogs shall not be governed by the restrictions contained herein. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance or cause unsanitary conditions. Pets shall be deemed to constitute a nuisance if they create excessive or disturbing noises, whether by barking or otherwise, or if the pet has shown any violent or aggressive behavior or otherwise poses a danger to the health, safety, or welfare of any person. Animals that have attacked or bitten any person or another person's pet shall constitute a nuisance. The foregoing expression of specific behaviors that shall constitute a nuisance shall in no way limit the determination that other behaviors also constitute a nuisance. Any pet in violation of these requirements shall be brought into compliance within twenty-four (24) hours notice by the Board, including but not limited to, the removal of the pet from Timber Ridge Preserve if the pet has attacked or bitten a person or other person's pet. Not more than three (3) domesticated dogs or cats will be permitted; however, the Association may from time to time publish and impose reasonable regulations setting forth the type and number of animals that may be kept at a Unit.
- T. Business: No trade or business will be conducted or carried on upon the Properties or in any building or other structure erected thereon, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as:
1. The existence of operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit, except for those Units zoned for home occupation;

2. The business activity is operated consistent with the home occupation zoning as approved by Peach County, Georgia;
3. The business activity does not involve persons coming onto the Properties who do not reside in the Properties or does not involve door-to-door solicitation of residents of the Properties; and
4. The business activity is consistent with the residential character of the Properties and does not constitute a nuisance or a hazard or offensive use, or threaten the security or safety of other residents of the Properties as may be determined in the sole discretion of the Board.

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

Notwithstanding the above, the leasing or sale of a Unit shall not be considered a trade or business within the meaning of this rule. This rule shall not apply to any activity conducted by the Developer with respect to its development and sale of the Properties or its use of any Units, which it owns within the Properties.

- U. Maintenance of Landscaped Areas: All landscaped areas (to the paved public right-of-way) shall be maintained in a live, healthy and growing condition, properly watered and trimmed. Any plantings of grass, shrubs or trees which become badly damaged or dead shall be replaced with similar, sound, healthy plant material. Any Owner within the Properties who owns or has a maintenance responsibility for property adjoining any public right-of-way or water body shall maintain the landscaping to the public right-of-way or water’s edge regardless of the Property boundaries on the Plat. Annuals and ground cover planted in the county right-of-way must be maintained at a height less than under eighteen (18) inches.
- V. Trees: Removal of existing trees and shubbery from any lot shall not be permitted (except within the foundation perimeter line for

the dwelling) unless landscaping of an equivalent or higher quality is substituted therefore. All removal and replacement must have prior approval by the ARC.

- W. Weeds and Underbrush: No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the Properties and no refuse pile or unsightly objects shall be placed or remain anywhere thereon. If an Owner fails or refuses to keep his Unit free of weeds, underbrush, site obstruction, refuse piles or other unsightly growths or objects, the Association may enter upon said Unit and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. The Owner shall be given ten (10) days prior written notice of such action. If any owner fails to pay such expenses within ten (10) days of the Association's request, the Association may file a lien against the Owner's Unit, in accordance with this Declaration.
- X. Drainage: No changes in elevations of property subject to these restrictions shall be made which may cause undue hardship to adjoining property or will be inconsistent with the approved drainage plan for Timber Ridge Preserve.
- Y. Stormwater: No structure, fence or landscaping that interferes with the flow of retention or stormwater shall be permitted and no refuse shall be placed upon or allowed to remain on any part of any Unit within an easement area for stormwater drainage or retention. Stormwater drainage and retention areas, including drainage swales of retention ponds, shall not be filled or otherwise changed so as to alter or block the flow or the quantity of water. If any Owner fails to comply with any part or all of the restrictions contained herein, the Association shall notify the Owner in writing, have the right to correct such failure to comply herewith, to assess and collect the cost thereof in accordance with the Declaration and shall have a lien upon the Units upon which the work was performed.
- Z. Fences: The composition, location and height of fences and walls must be approved by the ARC prior to installation in accordance with the standards and requirements set by the ARC from time to time. The ARC is under no obligation whatsoever to approve any fences. No fences shall be installed on or across alley easements.
- AA. Shutters. No hurricane, storm, decorative shutters or "burglar bars" shall be installed on any Unit unless the shutter or window bar is of a type, style and color approved by the ARC.

BB. Mail Boxes. No mail box, paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Residential Unit other than approved by the ARC.

CC. Air Conditioning and Pool Equipment: No window air conditioning units shall be permitted. Permanently mounted wall air conditioning units shall not be permitted unless first approved by the ARC. All air conditioning unit(s), heating units and pool equipment shall be shielded by landscaping or fencing, so that they shall not be readily visible from any adjacent street.

DD. Signs: No sign of any kind shall be displayed to the public view on any Unit or in the county right-of-way between the sidewalk and the curb, except:

1. One (1) "For Sale" sign (subject to ARC approval as to size, height and location);
2. Such other signs as the ARC may approve.

One (1) "For Rent" sign(subject to ARC approval as to size and height) can only be displayed from a window of the unit for rent. No other "For Rent" signs can be displayed.

EE. Lighting: No exterior lighting fixtures shall be installed on any Unit without adequate and proper shielding of fixtures. No lighting fixtures shall be installed that may be or may become an annoyance or a nuisance to the residents of adjacent Units. No exterior lighting of a Unit shall be permitted without prior approval by the ARC.

FF. Swimming Pools, Tennis Courts and other Recreation Equipment: Any private swimming pool, tennis court, basketball goal, children's play equipment or the like and screening or fencing of same to be construed on any Unit shall be subject to the prior approval of the ARC. The restrictions and requirements of the ARC shall include but not be limited to the following guidelines:

1. Aboveground swimming pools will not be permitted;
2. Lighted tennis courts will not be permitted;
3. Materials, design and construction shall meet standards generally accepted by the industry and shall comply with applicable government regulations; and

4. No playground equipment, excluding one temporary movable basketball backboard shall be erected within the Community Area except as may be used in the rear of the Residential Area.

GG. Outside Storage: No storage(open or closed) on any Unit is permitted. No stripped , unsightly, offensive, wrecked, junked or dismantled vehicles or portions thereof, no furniture or appliances designed for normal use or operation within (as distinguished from outside of) the home, or any other debris or unsightly material, shall be parked, permitted, stored, or located upon any Unit. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Unit, except for purposes of construction on such Unit and such material shall not be stored for longer than that length in time reasonably necessary for the construction in which the same is to be used.

HH. Investment Restrictions: Should any townhouse or single family house be purchased for investment purposes (ie., not the Owner's primary or secondary residence), Owner will be required to maintain ownership of the townhouse or single family house for a minimum of two (2) years. Should an investment unit be sold in the first two (2) years of ownership, a fee of \$ 2,500.00 will be assessed, due and payable to the Timber Ridge Preserve Homeowner's Association, Inc. Payment is due at the closing of the sale.

II. Leases: Units may be leased or occupied only in their entirety and no fraction or portion may be rented. No Section 8 Leases/Rental Agreements will be allowed. No bed and breakfast facility may be operated out of a Unit. Use of the Unit for assisted living, nursing facility, or recreational facility will be considered a commercial use of Unit and will not be allowed. All leases or occupancy agreements of the Units (collectively, "Lease Agreements" ) are subject to the following provisions:

1. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association if so requested by the Association;
2. All Lease Agreements, together with an application signed by both the Owner and tenant shall be submitted to the Association at least seven (7) days prior to commencement of the lease term;

3. The Owner shall pay the lease application fee prescribed by the Association. The initial lease application fee shall be fifteen dollars (\$15.00) and may be increased from time to time;
4. The Owner shall conduct a credit check and criminal history check on each prospective tenant at such Owner's cost and expense and at the request of the Association shall provide such credit and criminal history checks to the Association;
5. No Lease Agreement may be for a term of less than one (1) year;
6. No Unit may be leased more than two(2) times in any calendar year unless otherwise approved by the Association in the case of hardship;
7. The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association;
8. The Owner shall agree to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right but not the obligation, to evict such tenant and costs of the same shall be the responsibility of the Owner;
9. All Lease Agreements shall require the Unit to be used solely as a private single family residence. The homeowner's association dues have been established based on household size being two persons per bedroom. Should the number of occupants residing in any unit exceed this amount, then Lessor shall pay to the Timber Ridge Homeowner's Association a fee, to be established by the Timber Ridge Homeowner's Association, per month for each additional resident. Any guest remaining on the property in excess of fourteen consecutive days per month shall be deemed an additional resident for the month and shall be subject to the additional fee;

10. Each Lease Agreement shall contain a uniform attachment (the "Uniform Lease Exhibit") incorporating provisions that require the tenant to abide by the Declaration and Bylaws, Rules and Regulations of the Association which govern the Unit. The Uniform Lease exhibit shall contain other provisions deemed necessary by the Board of Directors of the Association from time to time. Failure to incorporate such Uniform Lease Exhibit into the terms of any lease shall cause such lease to be void;

JJ. Further Restrictions: The restrictions contained herein are intended to be minimum restrictions applying to the Properties. The Developer, the Board and/or the Association will have the right to subject the Properties to further restrictions and covenants by way of this Declaration.

KK. Non-Waiver: No delay in enforcing these rules as to any breach or violation thereof shall impair, damage or waive the right of the Association to enforce the same, to obtain relief against or recovery for a continuation or repetition of such breach of violation or of any similar breach of violation thereof at a later time or times.

**EXCEPT AS MODIFIED HEREIN**, the covenants, conditions and restrictions set forth in the Declaration of Master Covenants, Conditions and Restrictions of Timber Ridge Preserve are hereby ratified and confirmed as if fully set forth herein.

# SINGLE-FAMILY UNIT RENTAL APPLICATION

Date \_\_\_\_\_

Address of rental property \_\_\_\_\_

Owner Name \_\_\_\_\_

Owner Mailing Address \_\_\_\_\_

Owner Home Phone Number \_\_\_\_\_ Owner Business Phone Number \_\_\_\_\_

Owner Fax Number \_\_\_\_\_ Owner Email Address \_\_\_\_\_

Length of Rental \_\_\_\_\_ Dates of Rental \_\_\_\_\_

## APPLICANT INFORMATION

Name \_\_\_\_\_

Present Address \_\_\_\_\_ How long? \_\_\_\_\_

Previous Address \_\_\_\_\_ How long? \_\_\_\_\_

Phone # (H): \_\_\_\_\_ (B): \_\_\_\_\_ Email: \_\_\_\_\_

Married \_\_\_\_\_ Spouse's Name \_\_\_\_\_

Children? \_\_\_\_\_ How Many? \_\_\_\_\_ Ages? \_\_\_\_\_

Pets? \_\_\_\_\_ How Many? \_\_\_\_\_ What Kind? \_\_\_\_\_

## YOUR EMPLOYMENT

Employer \_\_\_\_\_

Employer Address \_\_\_\_\_

Supervisor \_\_\_\_\_ Business Phone \_\_\_\_\_

How Long on Present Job? \_\_\_\_\_

## SPOUSE'S EMPLOYMENT

Employer \_\_\_\_\_

Employer Address \_\_\_\_\_

Supervisor \_\_\_\_\_ Business Phone \_\_\_\_\_

How Long on Present Job? \_\_\_\_\_

## REFERENCE (include name, address and phone numbers)

Personal Reference \_\_\_\_\_

\_\_\_\_\_

Personal Reference \_\_\_\_\_

\_\_\_\_\_

Do you intend to operate a business from the home? \_\_\_\_\_ If so, what kind? \_\_\_\_\_

\_\_\_\_\_

Do you own a commercial vehicle? \_\_\_\_\_ Describe \_\_\_\_\_

Do you own a recreation vehicle? \_\_\_\_\_ Describe \_\_\_\_\_

- All units are single-family residences.
- No Section 8 leases/rental agreements will be allowed.
- RV's, commercial vehicles, boats, etc... are NOT allowed on the premises.
- Timber Ridge Preserve is a Deed Restricted Community.
- All Lease Agreements shall be in writing.
- All Lease Agreements, together with an application signed by both the Owner and Tenant, in a form approved by Association, shall be submitted to Association for approval at least seven (7) days prior to commencement of the lease term and shall require the written approval of Association.
- The Owner shall pay the lease application fee of \$15.00 as prescribed by the Association. Lease application fees may be increased from time to time.
- No Lease Agreement may be for a term of less than one year.
- The Owner shall agree to remove, at the Owner's sole expense, by legal means, including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to the Rules and Regulations and any other policies adopted by Association.
- Each lease agreement shall contain a Uniform Lease Exhibit.
- All Lease Agreements shall require the unit to be used solely as a private single family residence.

**I understand that as a Lessee, I have received and read a copy of the Rules and Regulations, Covenants, Conditions and Restriction of the Association and agree to be bound by these Association Documents.**

**An application fee of \$15.00 shall be submitted with the application prior to approval.**

\$15.00 fee received? \_\_\_\_\_ Date \_\_\_\_\_  
 Rental Application Approved Yes No

\_\_\_\_\_  
 Signature of Authorized Agent Approving Application

Affidavit of Approval Mailed to Applicant on \_\_\_\_\_

\_\_\_\_\_  
 Owner/Lessor's Signature Date

\_\_\_\_\_  
 Rental Applicant/Lessee's Signature Date

Rev4/9/06

## UNIFORM LEASE EXHIBIT

THIS ADDENDUM (the "Addendum") to that certain Lease dated \_\_\_\_\_, 20\_\_\_\_ (the "Agreement") by and between \_\_\_\_\_ ("Lessor") and \_\_\_\_\_ ("Lessee") is made and entered into by Lessor and Lessee as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

### WITNESSETH:

WHEREAS, the parties have heretofore executed the Lease; and

WHEREAS, the parties desire to add to the provisions of the Lease as hereinafter set forth;

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) the mutual covenants herein exchanged, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby recite and agree as follows:

1. Recitals. The statements contained in the recitals of fact set forth above are true and correct, and are, by this reference, made a part of this Addendum.
2. Compliance with Community Documents. Lessee hereby acknowledges that the leased premises are subject to restrictive covenants enforced by Timber Ridge Preserve (the "Association"). Lessee hereby agrees to comply with and abide by all of the provisions of the Declaration of Covenants, Conditions and Restrictions of Timber River Preserve (together with any and all amendments thereto collectively referred to as the "Declaration"), the Bylaws of the Association (the "Bylaws"), and the Rules of Regulations (collectively hereinafter referred to as the "Community Documents") of the Association pertaining to the use and occupancy of the leased premises; provided, further, the Lessee acknowledges that the Community Documents are applicable and enforceable against any person occupying a leased premises to the same extent as against an Owner, and a covenant shall exist upon the part of each such tenant or occupant to abide by the Rules and Regulations of the Association, the terms and provisions of the Declaration and the Bylaws.
3. Injunctive Relief. Lessee and Lessor agree that monetary damages would not be sufficient remedy for any breach of the Lease or violation of the Community Document and that, in addition to all other remedies, the Association shall be entitled to injunctive or other equitable relief as a remedy for any such violation of the Community Documents. The Lessor agrees to assign to the Association any and all of its rights which the Association may deem necessary to obtain such injunctive relief upon written demand by the Association, and the Lessee hereby agrees to

consent to such assignment. Lessor hereby agrees that in the event that it shall become necessary for the Association to cause the Lessee to be removed from the leased premises by initiating an action for injunctive relief against the Lessor, the Lessor shall be responsible for all costs, charges and expenses of the Association in connection with such action, which shall be added to and become part of the assessment (as that term is defined in the Declaration) against that Lessor's Unit secured by a lien upon the property against which such assessment is made.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

Witnesses:

"Lessor"

\_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

"Lessee"

\_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

**CERTIFICATION**

**IN WITNESS WHEREOF**, Timber Ridge Preserve, Inc. does hereby execute this First Supplement to the Declaration of Master Covenants, Conditions and Restrictions of Timber Ridge Preserve, in its name by the undersigned, authorized officers and affixes its seal thereto, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, at Byron, Peach County, Georgia.

WITNESSES:

TIMBER RIDGE PRESERVE, INC.

\_\_\_\_\_ Signature By:

\_\_\_\_\_ Printed Name

Thomas C. Yount, President

Y&Y ENTERPRISES, INC. D/B/A  
CENTURION HOMES

\_\_\_\_\_ Signature By:

\_\_\_\_\_ Printed Name

Thomas C. Yount, Secretary

STATE OR GEORIGIA  
COUNTY OF PEACH

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by Thomas C. Yount, President of Timber Ridge Preserve, Inc.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by Thomas C. Yount, Secretary of Y&Y Enterprises, Inc. dba Centurion Homes

\_\_\_\_\_ Signature  
Notary Public – State of Georgia

\_\_\_\_\_ Printed Name  
Notary Public; Personally known to me \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**SECOND SUPPLEMENT**

**TO**

**DECLARATION OF MASTER COVENANTS,**

**CONDITIONS AND RESTRICTIONS**

**OF**

**TIMBER RIDGE PRESERVE**

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**SECOND SUPPLEMENT TO DECLARATION OF MASTER COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
TIMBER RIDGE PRESERVE**

**TO ALL PRESENT AND FUTURE OWNERS** of property or any interest within Timber Ridge Preserve, which includes the real property legally described on Exhibit "A," Exhibit "B" and/or other property annexed to Timber Ridge Preserve by the Developer which is subsequently identified and included pursuant to all the Declaration of Master Covenants, By-Laws and Supplements to the Declaration of Master Covenants, Conditions and Restrictions of Timber Ridge Preserve.

**SAID PROPERTY AS DESCRIBED IN EXHIBIT "B"** that has been annexed to Timber Ridge Preserve by the Developer pursuant to the requirements of the Declaration of Master Covenants. Said property is now identified by the neighborhood designation of "Cottage Junction" and is subject to the Declaration of Master Covenants, First Supplement and the By-Laws.

**KNOWN ALL MEN BY THE PRESENTS** that Timber Ridge Preserve, Inc. does hereby create, declare, establish, and impress upon any such lands the use restrictions and rules set forth below, all and each of which are covenants running with the lands hereinafter set forth.

**THE FOLLOWING USE RESTRICTIONS** shall apply to all of the units in Cottage Junction.

**USE RESTRICTIONS AND RULES**

I. Compliance by Owners: Initial Use Restrictions and Rules.

Every owner shall comply with the restrictions and rules set forth herein, in the Declaration of Master Covenants, Conditions and Restrictions for Timber Ridge Preserve (the "Declaration"), and any and all Rules and Regulations adopted by the Board. The following are the Use Restrictions and Rules of the Association which may be amended, modified, or added to from time to time as provided in the Declaration of Master Covenants, Conditions and Restrictions and the By-Laws. Capitalized terms used but not defined herein shall have the meaning set forth in the Declaration.

A. Occupants:

1. One individual living in a unit must be a full time resident and be at least fifty (50) years of age.
2. No occupant or resident shall be under the age of eighteen (18) years of age.

3. No visitor under the age of eighteen (18) years of age shall be permitted to stay in a unit for a period longer than fourteen (14) consecutive days without prior written approval from the Homeowners Association.
  
- B. Unit Rental/Lease: Any unit which is rented or leased must comply with all restrictions and rules as stated herein and as stated in any and all previous declarations.
  
- C. Neighborhood Maintenance: All yards and the common area of Cottage Junction shall be fully maintained by the Timber Ridge Preserve Homeowner's Association. All fencing will be maintained by the Homeowners Association. All units within this neighborhood area will be subject to a monthly neighborhood assessment per paragraph 8.2, Declaration of Master Covenants, Conditions and Restrictions of Timber Ridge Preserve.
  
- D. Exterior Improvements: No fences, utility buildings, dog houses, permanent or temporary recreation equipment, or any other exterior structures shall be permitted. Satellite dishes are only permitted to be attached to the rear of the home. No modifications of any kind to the fencing by the homeowner will be permitted. Any other improvements not stated herein must be approved in writing by the Architectural Review Committee.

**EXCEPT AS MODIFIED HEREIN**, the covenants, conditions and restrictions set forth in the Declaration of Master Covenants, Conditions and Restrictions of Timber Ridge Preserve are hereby ratified and confirmed as if fully set forth herein.

**CERTIFICATION**

**IN WITNESS WHEREOF**, Timber Ridge Preserve, Inc. does hereby execute this Second Supplement to the Declaration of Master Covenants, Conditions and Restrictions of Timber Ridge Preserve, in its name by the undersigned, authorized officer and affixes its seal thereto, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

WITNESSES:

TIMBER RIDGE PRESERVE, INC.

\_\_\_\_\_ Signature By:

\_\_\_\_\_ Printed Name Thomas C. Yount, President

Y & Y ENTERPRISES, INC. D/B/A  
CENTURION HOMES

\_\_\_\_\_ Signature By:

\_\_\_\_\_ Printed Name Thomas C. Yount, Secretary

STATE OF GEORGIA  
COUNTY OF PEACH

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by Thomas C. Yount, President of Timber Ridge Preserve, Inc.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by Thomas C. Yount, Secretary of Y&Y Enterprises, Inc. d/b/a Centurion Homes.

\_\_\_\_\_ Signature  
Notary Public, State of Georgia

\_\_\_\_\_ Printed Name  
Notary Public; Personally known to me \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

\_\_\_\_\_  
Witness