

ny Paid

*Send Back To: Tripp Brown
P.O. Box 91313
Chatt, TN
37412*

BK 1483 PG 30-32

**WOODLANDS Subdivision
Restrictive Covenants**

Down South Homes LLC., whereas, Britt H. Brown, Bernard H. Brown III (Tripp), and Craig D. Gilbert, hereinafter "Developers" or "Landowners" are the owners of a tract of land as described by Deed Book _____, page _____, in the office of the clerk of the Superior Court of Walker County, Georgia, and

WHEREAS, said tract has been divided into a residential subdivision known as Woodlands Subdivision. As shown by plat of record on Plat Book 13, page 261, in the office of the above said clerk.

WHEREAS, Developers desire to impose RESTRICTIVE COVENANTS on said subdivision in order to promote the orderly development of said tract as a residential for the benefit of Developers and the future owners of lots in said subdivision:

NOW THEREFORE, Developers impose the following RESTRICTIVE COVENANTS, which shall run with the land, on all the lots in said subdivision:

- 1). One story homes in said subdivision must contain at least 1100 square feet of living space, on same level, exclusive of garages, enclosed porches and decks, and other such spaces. Homes of two-story construction must contain at least 1200 square feet of living space. Homes of one and one-half story construction must contain at least 1000 square feet of living space on the first floor. All homes must be single-family residences. Mobile homes, modular homes, duplex, and apartments are prohibited.
- 2). No exposed concrete blocks may be used in the construction of any home in said subdivision. Foundation must be face with brick, mountain stone, or stucco.
- 3). Front exterior wall of homes must be faced with brick, mountain stone, vertical or shingle style vinyl or hardy board with at least one-half of the front faced with brick or mountain stone. Synthetic stone will be permitted. Sides and rear of house may be vinyl.
- 4). All home must have at least a one-car garage. The construction of carports is permitted. Carports must match exterior of house.
- 5). All driveways must be constructed with concrete, or asphalt.
- 6). All homes must have a roof pitch of at least 6/12 and must be guttered in front and rear. Use of 3 dimensional shingles must be used.
- 7). The foundation of all front porches or front stoops and steps must be of masonry construction.

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- 8). All homes must fully comply with all local building codes and ordinances.
- 9). Developers must approve all home plans in said subdivision before any construction begins. Said plans must specifically show for approval the appearance, main floor elevations, and exterior paint color scheme of each home.
- 10). All homes built must be completely finished; including yard, driveway, landscaping, and painting, within 12 months of the date construction began.
- 11). Outbuildings, detached garages, pools, and fences may be built on back yards only. Outbuildings and detached garages must be built of the same construction as the home on the lot and painted the same color scheme as said home.
- 12). No building shall be located in any lot nearer than twenty-five (25) feet to any side street or front line, and no building shall be located nearer than ten (10) feet to any interior lot line and 10' from all lots must meet Walker County R-3 zoning requirements rear line.
- 13). No cattle, goats, sheep, swine, or other farm livestock may be kept on any lot.
- 14). No truck larger than one ton in size may be parked or kept on any lot, except during the construction of the home.
- 15). No junk or inoperable cars or carts in need of body repair may be parked or kept on any lot or street.
- 16). All mailboxes must have block base covered with synthetic stone, Dimensions of box must be at least 2' x 2' x 4' high.
- 17). No residence shall be designed, patterned, constructed, or maintained to serve, or for the use of more than one single-family dwelling.
- 18). Contractors must comply with all county, state, and federal erosion control regulations, and the "Walker County Stormwater Facility Maintenance Agreement" which is attached hereto and incorporated herein as exhibit A.
- 19). A) Contractor shall be responsible for storm water runoff and make sure all lots drain towards the road or swells on property lines. Property owners shall not drain water onto adjoining property. Direct all drainage questions to Tripp Brown 423/893-9595.

B) Property owners shall take whatever means necessary to prevent siltation from leaving their property. Any uncorrected deficiencies will be addressed by the developer. Property owner shall reimburse developer for expenses to correct all deficiencies.

Damages to roadway, caused by lot owner, resulting from over loaded vehicles, Track maintained equipment, shall be repaired at lot owner expense.

20). Front and side yards must be sodded from the road to the back of the house. All houses must have a minimum of one flowering tree planted in the front yard.

21). Any violation of said RESTRICTIVE COVENANTS will be handled in the courts of Walker County with all court costs paid by the guilty party.

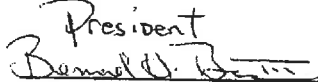
22). Owners of lots 1 thru 38 shall maintain all common areas. Detention ponds are considered to be part of the common areas, and shall be maintained in accordance with state and local regulations.

The RESTRICTIVE COVENANTS are hereby declared to be sever able. In the event any one of them is declared invalid by the final judgment of a court of law, the remainder shall continue in full force and effect. The RESTRICTIVE COVENANTS shall be in effect for 25 years, and after said time shall be cancelled or amended by a two-thirds majority of the then lot owners, evidenced in writing, and recorded in the Superior Court of Walker County, Georgia.

Developers shall have power, during the construction of homes on said lots, to grant waivers or minor violations of these RESTRICTIVE COVENANTS that, in their opinion, do not materially affect the purpose of these RESTRICTIVE COVENANTS. Developers reserve the right, as long as the Developers own any lot in said subdivision, to amend any or all of the said COVENANTS, evidenced in writing and recorded in said Clerk's office. Developers, any individual lot owner, or group of lot owners shall have the power to enforce these RESTRICTIVE COVENANTS and take appropriate action against the violator in the court of law of competent jurisdiction. Any person found guilty of violating said RESTRICTIVE COVENANTS shall be liable for any damages caused and the costs of enforcement including court costs and attorney's fees.

IN WITNESS WHERE OF the undersigned have hereunto set their hands and affixed their seals, on the 2nd day of March 2007.

Down South Homes LLC.

President

Bernard H. Brown, III


WITNESS



My Commission Expires OCT 22 2008

Return to
Choice Title Company, Inc.
7703 Nashville St.
Ringgold, GA 30736

**AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS FOR WOODLANDS CONSERVATION
SUBDIVISION AND WOODLANDS CONSERVATION
HOMEOWNERS ASSOCIATION, INC.**

**Cross reference:
Deed Book 1522, Page 687-702**

This Amendment is made this 24th day of February, 2016 by BRITT H. BROWN AND BERNARD H. BROWN, III (hereinafter called the "Developer");

Amendment is made to the covenants in Paragraph L as follows:

The front of the dwelling (the side facing the main street) **CAN** be faced with brick, mountain stone, vertical or shingle style vinyl, lap vinyl siding, hardy board and stucco is allowed on rear, sides and partial front.

"with at least one third of the front faced with brick or mountain stone" is to be **Removed**.

"No block may be exposed on any portion of the foundation." Is to be **Removed**.


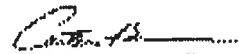
"No stucco may be used on any portion of the exterior." Is to be **Removed**.

Amendment is made to the covenants in Paragraph M as follows:

"and the first six feet of the driveway nearest to the road must be a pea gravel and concrete mix." Is to be **Removed**.

Additionally the following is to be added:

Down South Homes, LLC has the authority to approve any changes and must approve all changes.


Deed Doc: COVE
Recorded 04/11/2016 09:37AM
Carter Brown 
Clerk Superior Court, Walker County, Ga.
Bk 01883 Pg 0324-0325

NOW THEREFORE, the Developer has caused the Existing Declaration to be amended by execution and recording of this document effective the day and year first written above.

DEVELOPERS:


BRITT H. BROWN


BERNARD H. BROWN, III

Signed, Sealed and Delivered
In the presence of:


WITNESS


NOTARY PUBLIC
My Commission Expires: _____

DEBBIE HAYWORTH
NOTARY PUBLIC
Catoosa County
State of Georgia
My Comm. Expires 9/22/2018



AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS RE: BK 1522 PG 687-702

FOR WOODLANDS CONSERVATION SUBDIVISION

AND WOODLANDS CONSERVATION HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION is made this 24th day of May, 2007 by Britt H. Brown and
Bernard H. Brown, III (Tripp Brown) (hereinafter collectively called the "Developer");

WITNESSETH

WHEREAS, Developer previously filed Restrictive Covenants in Book 1483, Page 30, in
the Superior Court Clerk's Office of Walker County, Georgia, and Developer desires to amend
said Restrictive Covenants by filing this Amended Declaration of Covenants and Restrictions for
Woodlands Conservations Subdivision; and

WHEREAS, Developer owns all of the property known as Woodlands Conservation
Subdivision as shown on that certain plat of survey recorded in Plat Book 13 at page 261,
Superior Court Clerk's Office, Walker County, Georgia (hereinafter referred to as the "Subject
Property" or the "Subdivision"); and

WHEREAS, it is to the interest, benefit and advantage of Developer and each and every
person who shall hereafter purchase any lot in the Subdivision that certain protective Covenants
and Restrictions governing and regulating the use and occupancy of the Subdivision be
established, set forth and declared to be covenants running with the land; and

WHEREAS, Developer desires to provide, for the common benefit of the residents of the
Subject Property, for the maintenance of certain Common Area of the Subject Property (as
hereinafter defined); and

WHEREAS, Developer deems it desirable to create the Association (as hereinafter
defined) to own, maintain and administer the Common Area in accordance with the Covenants
and Restrictions as hereinafter provided; and

WHEREAS, Developer intends that every Owner (as hereinafter defined) of a lot or
Residential Unit (as hereinafter defined) which is made subject to this Declaration does
automatically and by reason of such ownership, and by reason of this Declaration, become a
member of the Association and subject to its valid rules and regulations and subject to the
assessment by the Association pursuant hereto;

NOW THEREFORE, the Developer declares that the properties which are made subject
to this Declaration pursuant to Article 2 hereof are and shall be held transferred, sold, conveyed
and occupied subject to the covenants and restrictions hereinafter set forth, all of which are for
the purpose of enhancing and protecting the value, desirability and attractiveness of such
property. Such covenants and restrictions are and shall be binding on all of the Lots and to all
parties having and acquiring any right, title or interest in such Lots or any part thereof and shall
inure to the benefit of each Owner thereof.

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ARTICLE I

DEFINITIONS

The following terms when used in this Declaration of Covenants (unless the context shall clearly indicate to the contrary, shall have the following meaning:

(a) "Association" shall mean and refer to Woodlands Conservation Homeowners Association, Inc., a nonprofit corporation organized and existing on the laws of the State of Georgia.

(b) "Covenants and Restrictions" shall mean and refer to all covenants, restrictions, easements and charges and liens set forth in this Declaration.

(c) "Developer" shall mean Britt H. Brown and Bernard H. Brown, III (Tripp Brown).

(d) "Development Documents" shall mean and refer to the Articles of Incorporation and By-Laws of the Association.

(e) "Manager" shall mean and refer to any person with whom the Association contracts for the administration and operation of the Common Area.

(f) "Mortgage" shall mean and refer to any security instrument by means of which title to the Subject Property is conveyed or encumbered to secure a debt, including, without limiting the generality of the foregoing, security deeds, deeds to secure debt, mortgages and deeds of trust.

(g) "Owner" shall mean and refer to any Person (as hereinafter defined) who is or shall be a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in a Residential Unit (as hereinafter defined) in portion of the Restricted Property (as hereinafter defined); provided, however, that any Person who holds such interest merely as security for the performance of an obligation shall not be an Owner.

(h) "Person" shall mean and refer to any natural persons, corporation partnership, limited partnership, joint venture association or any other such entity.

(i) "Common Area" shall mean and refer to the property described in Exhibit "A" attached hereto and made a part hereof.

(j) "Restricted Property" shall mean and refer to all real property as set forth in Article 2 of this Declaration and any additional real property added to the jurisdiction of the Association pursuant to Article 2, Section 2 of this Declaration.

(k) "Residential Units" shall mean and refer to each single family detached house and/or each single lot of subdivided property intended for a single family detached house or any other equivalent form of residential building.

ARTICLE 2

PROPERTY SUBJECT TO DECLARATION; COVENANTS AND RESTRICTIONS

Section 1. Property Hereby Subject to This Declaration. This Declaration is hereby imposed upon the following described real property and the Developer hereby subjects the following described property to this Declaration, which shall hereafter be held, transferred, sold, conveyed, used, leased, occupied and mortgaged or otherwise encumbered subject to this Declaration:

All those tracts or parcels of land lying and being in Land Lot No. 256 in the 9th District and 4th Section of Walker County, Georgia, and being Lots 1 through 38 of WOODLANDS CONSERVATION SUBDIVISION, as shown by plat recorded in Plat Book 13, Page 261, in the Office of the Clerk of the Superior Court of Walker County, Georgia.

Section 2. All Restricted Property Bears the Burden, and Enjoys the Benefits of This Declaration. Every person who is or shall be a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in any portion of the Restricted Property or later added Restricted Property does agree and shall be deemed by reason of taking such record title to agree to all of the terms and provisions of this Declaration.

Section 3. Covenants and Restrictions.

- (a) Residential Use. All of the Lots in the Subdivision shall be used for residential purposes only, and no structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling with attached garage or carport, which may also be located in the basement, and which must be for a minimum of two (2) vehicles. The attached garages or carports must be constructed with the same building materials as the single-family dwelling.
- (b) Single Family Dwelling. No residence shall be designed, patterned, constructed or maintained to serve or for the use of more than one (1) family and no residence shall be used as a multiple-family dwelling at any time, nor used in whole or in part for any business service or activity, or for any commercial purpose. Nor shall any Lot be used for business purposes or for trucks or other equipment inconsistent with ordinary residential uses. Leases are permitted on the Residential Units; however, all leases shall contain a minimum twelve month lease term.
- (c) Setbacks. No building shall be located on any Lot nearer than twenty-five (25) feet to the front Lot lines or nearer than twenty-five (25) feet to any side street line or nearer than ten (10) feet to any interior Lot line. Further, there are certain setback requirements provided for and shown on the Subdivision plat which are incorporated in and made a part of these Covenants and Restrictions.

No structure, other than a below ground swimming pool, also known as an in ground swimming pool, appropriate pool facilities, outdoor fireplace, or a structure set forth in paragraph 4 below shall be located nearer than thirty (30) feet to any rear Lot line.

- (d) Exterior Electronic Devices. No television or radio antenna, satellite dish, or other electronic device of a similar nature shall be placed on the roof of any building or on the front two-thirds (2/3) of any Lot, any such device to be restricted to the rear one-third (1/3) portion of the particular Lot. No such device may be more than ten (10) feet in height.
- (c) Dwelling on Lots. No more than one (1) Residential Unit shall be erected or maintained on any Lot. This will not prevent the use of one (1) or more Lots or parts of Lots as a single-building plot of ground, providing that the division or rearrangement of boundary lines of subdivision Lots shall not reduce the basic width and size of the said Subdivision lots, and that the same shall conform to zoning laws and subdivision regulations in effect thereon. No Lot or any part thereof shall be used as means of access (either public or private) to other lands or used for the installation of utilities serving other lands. However, Developer does hereby reserve the exclusive right to use a Lot or part of a Lot as a means of public and/or private access to and from other lands and/or to use a Lot or part of a Lot for the installation and maintenance of utility and/or drainage and/or sewage lines serving other lands, and Developer reserves the exclusive right to grant, transfer and convey these rights to others.
- (f) Nuisances. No noxious or offensive activity shall be carried on upon any Lot. Nothing shall be done on any Lot that may be or may become an annoyance or nuisance to the neighborhood. Any vehicles larger than pickups, sports utility vehicles or personal-type vans are not permitted to be parked in the Subdivision. There shall be no exterior storage of any inoperable vehicle for longer than one (1) month.
- (g) Occupancy Conditioned Upon Completion of Permanent Structure. No part of any Lot shall be used for residential purposes until first a completed Residential Unit, conforming fully to the provisions of this Declaration, shall have been erected thereon, the intent of this paragraph (g) being to prevent the use thereon of a garage, incomplete structure, trailer, barn, tent, outbuilding or other structure as a temporary living quarters before or pending the erection of a permanent Residential Unit. No structure of temporary character, including trailers and similar structures, shall be erected or permitted to remain on any Lot except during the period of construction. Notwithstanding anything herein to the contrary, the Developer reserves the continuing right to maintain the temporary field office and construction office trailer on any unsold Lot in the Subdivision as long as Developer is engaged in the development and marketing of the Subdivision and/or in the construction of residences on Lots in the Subdivision.
- (h) Time for Completion of Construction. Any residence being erected on a Lot shall be completed within twelve (12) months from the date of the pouring of the footings for the residence.

- (i) Minimum Square Footage. No Residential Unit shall be erected or permitted to remain on any Lot unless it contains the minimum number of square feet of enclosed living area, exclusive of open porches, screened porches, garage, eaves, steps, and basements (whether finished or not), set forth below:

One story homes in said subdivision must contain at least 1100 square feet of living space, on same level, exclusive of garages, enclosed porches and decks, and other such spaces. Homes of two-story construction must contain at least 1200 square feet of living space. Homes of one and one-half story construction must contain at least 1000 square feet of living space on the first floor. All homes must be single-family residences. Mobile homes, modular homes, duplexes and apartments are prohibited.

- (j) Conventional Frontal Appearance. All Residential Units shall have conventional and acceptable frontal appearance from the main street facing said Lots.
- (k) Boundary Lines. It shall be permissible for Developer to rearrange boundary lines of Lots, if so desired, and to combine Lots or part of Lots into one (1) building plot, providing same does not result in an increase in the number of Lots once the subdivision plat has been recorded.
- (l) Permitted Materials; Dimensions; Prior Approval Requirement. No more than one (1) building shall be erected on any one lot. The front of the dwelling (the side facing the main street) must be faced with brick, mountain stone, vertical or shingle style vinyl or hardy board with at least one-third of the front faced with brick or mountain stone. Synthetic stone will be permitted. Sides and rear of house may be vinyl. No block may be exposed on any portion of the foundation. No stucco may be used on any portion of the exterior. A roof pitch must be a minimum of six-twelfths (6/12) unless otherwise approved by the Developer, and the roof must be constructed using architectural or dimensional style shingles and must be guttered in front and rear. Each Residential Unit shall have a stone or synthetic stone mailbox with an electric light. The dimensions of the mailbox shall be 2' x 2' x 5' high. No asbestos siding shall be used in the construction of the Residential Unit. Any other type of siding and/or any other type of material for use in construction of the Residential Unit must be submitted for approval as set forth in paragraph (c). Landscape work must be completed within thirty (30) days of completion of the Residential Unit for occupancy. This paragraph is a guide and does not affect the fact that all Lot plans and specifications must be submitted to the Developer for approval.
- (m) Driveway. A concrete driveway must serve each residence constructed upon a Lot, and the first six feet of the driveway nearest to the road must be a pea gravel and concrete mix.
- (n) Bathhouses. No bathhouses will be permitted to be erected or maintained without the approval of Developer of its location, style, material and site.

- (o) Plans and Specifications; Required Approvals. Before any construction is commenced or carried on upon any Lot, plans and specifications for any Residential Unit to be constructed on the Lot shall be submitted for approval to Developer, and written approval thereof by Developer must be procured. Because of the Developer's intense concern that all of the Lots developed in the Subdivision shall be of quality, character and good taste, many factors beyond minimum square footage of floor space will be considered before plans and specifications are approved. Some of these factors will include how the architectural style fits in with the other homes constructed in the Subdivision, roof pitch, masonry and siding materials, window placement, driveway, garage door location and the like.

Developer approval of all plans and specifications for construction, including new construction, as well as any modifications or additions to an existing structure, shall be required. Such approval shall be required until the sale by the Developer of, and the completion of construction of a Residential Unit on each and every Lot in the Subdivision, at which time such approval provisions contained in this paragraph shall expire.

The Developer may promulgate design and development guidelines ("Design Guidelines"). Such Design Guidelines shall consist of a separate document and may, from time to time, be modified or changed, so long as such change or modification is in conformity with the Developer's original intent to maintain the uniformity and character of the Subdivision. Notwithstanding the foregoing, the Developer, at any time, may relinquish or assign its right and any attendant obligations on it, to exercise architectural control as provided herein by executing and recording in the Superior Court Clerk's Office of Walker County, Georgia, a notice of such relinquishment or assignment, at which time the architectural control provisions contained in this paragraph shall expire or be exercised by the assignee, as the case may be.

The Developer's approval or disapproval as required in this Declaration shall be in writing. In the event the Developer fails to approve or disapprove within ninety (90) days after plans and specifications have been submitted with a written request for such approval, approval will not be required and the related covenants shall be deemed to have been fully complied with.

In no event may the Developer be held liable in any way to any Owner or other interested party by virtue of the Developer's approval, disapproval, or inaction regarding any architectural control decision.

- (p) Livestock; Prohibited Commercial Activities. No sheep, swine, goats, horses, cattle, burros, fowls or other like animals shall be permitted to be kept or to remain on any of the Lots or to roam at large on any of the streets bordering the same. There shall be no kennels permitted on any Lot for the commercial breeding of domestic pets. No liquor, beer, wine or other intoxicating substances shall be sold within the bounds of the Subdivision.

- (q) Conveyances Subject to Zoning and Subdivision Ordinances and Regulations. Whether expressly stated or not in any deed conveying any Lot, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereof.
- (r) Maintenance of Lots; Street Conditions. All Lots must, from the date of purchase, be maintained by Owner in a neat and orderly condition (grass being cut when needed, as well as leaves, broken limbs and other debris being removed when needed). Tree limbs, rocks, and other debris must be kept out of the street. In the event that an Owner fails, of his own volition, to maintain Owner's Lot in a neat and orderly condition, the Developer or the homeowners association may venture upon the Lot without liability and proceed to put the Lot into a neat and orderly condition, billing the cost of such work to Owner. All Owners in the Subdivision are requested to aid in keeping cars, trucks, and delivery trucks off the curbs of the streets, as such curbs can be easily damaged, particularly when new. Also, Owners must keep the street clear of concrete blocks, concrete, and building materials while a residence is under construction.
- (s) Outbuildings. Detached garages, outbuildings, servant's quarters, and bathhouses will be allowed. Bathhouses must be built expressly in conjunction with a private swimming pool, provided the requirements of Paragraph (n) are met. All outbuildings, detached garages, servant's quarters and bathhouses of any kind must be of similar design and construction of home. All plans and specs must be approved in writing by developer before construction begins.
- (t) Violations and Waivers. In the event of minor violations of these restrictive covenants, a waiver thereof may be made by the Developer. Any such waiver shall be in writing and recorded in the Superior Court Clerk's Office of Walker County, Georgia.
- (u) Signs. No sign of any character shall be displayed or placed upon any part of the Subdivision except those advertising the residences that are for sale or for rent and those used by the Developer to advertise the Subdivision during the construction and sales period. Such signs shall not exceed twelve (12) square feet in size nor have an overall height exceeding five (5) feet above ground level.
- (v) Liability for Damage During Construction. Any damage to a street, sidewalk or curbing as a result of construction on a particular Lot shall be repaired immediately at the expense of the Owner. Temporary construction support must be provided for the curbs and sidewalks during the time of construction.
- (w) Maintenance Obligations During Construction. Lots and construction sites shall be maintained in a clean manner during construction, and trash and excess material shall be cleared every two (2) weeks. Mud or debris on the street caused by new construction must be cleaned with reasonable promptness. Homeowner/Builder will be responsible for lot/home as of closing date. Builders are responsible for Notice of Intent, securing that all BMP's are in place, and any and all fees associated with the Notice of Intent and/or BMP's, along with any

fees, fines or penalties associated with the BMP's or any negligence on behalf of Builder due to soil and erosion issues.

- (x) Fences. Fences are allowed no nearer the front line than the rear elevation of the residence. The design and material used in such fence construction must be made of either treated lumber, cast iron, vinyl or PVC.
- (y) Porches. Any front porch attached to any residence or dwelling in the Subdivision shall have a foundation on such porch that matches the foundation of the residence or dwelling. The flooring of the porch can be wood or masonry construction.
- (z) Clotheslines. No exterior clotheslines shall be erected or maintained on any lot in the subdivision.
- (aa) Sewage Disposal Systems/Grinder Pumps. All sewage disposal systems and grinder pumps shall be purchased from a vendor approved by the Developer and shall meet the Developer's specifications. All sewage disposal systems and grinder pumps shall be installed by an installer approved by the Developer. After installation, all sewage disposal systems and grinder pumps shall be maintained by the Association.
- (bb) Playground Equipment. All playground equipment, including swing sets, basketball goals, sandboxes, etc. must be kept in the rear yard behind the main dwelling. Basketball goals may be erected, stored or kept on the rear side of the main dwelling or mounted at or beside the driveway of the main dwelling.
- (cc) Final Construction Obligations. Upon completion of construction of a Residential Unit, and prior to final inspection by any lender providing the construction or permanent financing for a Residential Unit, the following additional items must be completed:
 - (i) Sodding of front yards;
 - (ii) Planting of one (1) tree of a variety approved by Developer in the front yard in a location that is appropriate and attractive in relation to the dwelling.
- (dd) Reimbursement of Expenses to Developer. In the event that Developer must undertake at his expense the performance of any obligations of an Owner set out in these Covenants and Restrictions, including but not limited to performance of repair work for damage to curbs, removal of construction site debris, or clearance of mud and debris from streets as a result of a failure to perform such obligations on the part of Owner, Owner's contractor, Owner's builder, or any other agent with whom Owner has contracted, then Developer shall be entitled to reimbursement from Owner of costs associated with such performance of Owner's obligations upon the presentation to Owner of an itemized bill for such services. Any such obligation that remains unpaid to Developer within fifteen (15) days after presentation of such itemized bill to Owner shall become a lien on the Lot to which the obligation relates, and shall be enforceable as such in the

same manner for enforcement of a lien for unpaid assessments as set out in Article V hereof.

ARTICLE 3

THE COMMUNITY ASSOCIATION; AUTOMATIC MEMBERSHIP; VOTING RIGHTS

Section 1. The Association. The Developer has caused to be formed and incorporated under the laws of the State of Georgia and there does now exist Woodlands Conservation Homeowners Association, Inc., a nonprofit Georgia Corporation.

Section 2. Membership. Every person who is an Owner is and shall be a member of the Association; provided, however, that any Person who owns such interest merely as security for the performance of an obligation shall not be a member of the Association.

Section 3 Classes of Membership; Voting Rights. The Association shall have two classes of membership; Class A and Class B.

(a) Class A. Class A members shall be those persons holding an interest required for membership as specified in Section 2 of this Article 3 with the exception of the Developer. Class A membership shall be a nonvoting membership except on such matters and in such events as hereinafter specified. Class A members shall be entitled to full voting privileges:

- (i) At such time as the Class B members shall so designate by notice in writing delivered to the Association, or
- (ii) At such time as no single Lot or Lots (other than the Common Area) are no longer owned by Class B members, whichever shall first occur.

Before the earlier of these events, the Class A members shall be entitled to vote only on:

- (i) Any proposal or change of method of calculating the maximum amount of the annual assessment delivered by the Association;
- (ii) Any proposal that is a special assessment by levied by the Association, except as otherwise specifically herein provided;
- (iii) Any proposal of merger, consolidation or dissolution;
- (iv) Any proposal to amend this Declaration of the Articles of Incorporation of the Association; and
- (v) Any other matter for which it is herein specifically provided that approval of all classes of membership is required.

When entitled to vote, Class A members shall be entitled to one vote for each Residential Unit in which they hold any interest required for membership under Section 2 of this Article 3.

When more than one person holds an interest or interest in a Residential Unit, the vote for such Residential Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Residential Unit. In the event of this agreement among such persons, and an account by two or more persons to cast a vote for such Residential Unit, such person shall not be recognized in the vote with respect to such Residential Units shall not be counted.

(b) Class B. The Developer shall be the sole Class B member. Class B membership shall be full voting membership, and, during its existence, the Class B member shall be entitled to vote on all matters and all events. The Class B member shall be entitled to all votes until the last Lot is sold or conveyed by Developer. At such time as the Class A members shall be entitled to full voting privileges, the Class B membership shall automatically terminate and cease to exist, in which event each Class B member shall be and become a Class A member insofar as it may then hold any interest required for membership in Section 2 of this Article 3. From and after the date on which the Class B membership shall terminate in accordance with this Article 3 and cease to exist, such membership shall not be revived or restated.

Section 4. Suspension of Membership Rights. The membership rights of any member, including the right to vote, may be suspended by the Association's Board of Directors pursuant to authority granted in the Association's By-Laws, as amended from time to time. Any such suspension shall not affect such members' obligations to pay assessments past due or coming due during the period of suspension and shall not affect the permanent charge and lien on the members' property in favor of the Association.

Section 5. Meetings of the Membership. All matters concerning meetings of members of the Association, including the time in which and the manner in which notice of any of said meetings shall be given to members of the quorum and percentage vote required for the transaction of business of any meetings, shall be specified in this Declaration, in the By-Laws of the Association as amended from time to time or by law.

ARTICLE 4

COMMON AREA PROPERTY

Section 1. Conveyance of Common Area. The Developer hereby covenants with the Association to convey the Common Area to the Association on or before the date that the last remaining Lot owned by Developer is conveyed to a Class A member of the Association.

Section 2. Use of Common Area. The common area shall not be used except for one or more of the following purposes:

- (a) For the installation and maintenance of drainage systems, water lines, sewer lines, gas lines, telephone lines, power lines, cable TV lines, lighting, and all other utility and/or service lines.
- (b) Ingress and Egress, both pedestrian and vehicular, including the maintenance of roads and/or walking trails.

- (c) Construction and maintenance of fences (including but not limited to security fences), gates, subdivision signage, alarms, signage, etc.
- (d) For social and/or recreational purposes for the benefit of the lot owners and members of the Association, including pedestrian bicycles and fishing. However, four-wheelers, livestock, horses, boats, and watercraft are not allowed.
- (e) The common area shall remain permanently as open space and there shall be no development of same. No building, structure or facility shall be placed, installed, erected, or constructed in or on said common area, unless it is purely incidental to one or more of the uses above specified. Notwithstanding any other provision of this Declaration to the contrary, no amendment shall be made which impairs or diminishes the rights of the Members of the Association in the common area.

Section 3. Association Rights. The Association shall have the right to grant such easements and rights-of-way to such utility companies or public agencies or authorities as it may deem necessary or desirable for the proper servicing and maintenance of the Common Area.

ARTICLE 5

ASSESSMENT

Section 1. Creation of the Lien or Personal Obligation for Assessments.

Each Class A member, by acceptance of a deed or other conveyance for any Residential Unit in the Restricted Property, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agreed to pay the Association:

- (a) Annual assessments and charges; and
- (b) Special assessments; such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interests thereon and cost of collection thereof as hereinafter provided shall be a charge on the land, shall be a continuing lien upon the property against which each such assessment is made and shall also be the personal obligation of the person who is the record owner of the property at the time the assessment fell due.

Section 2. Purpose of Assessment. The assessments levied under this Article 5 shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members and their tenants and, in particular, for the servicing, improvement and maintenance of the Common Area and for the maintenance of the landscaped entrance area or areas (the "Entrance Areas") of Woodlands Conservation Subdivision, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. Such portion of the annual assessments levied by the Association under this Article 5 as may be necessary for such purposes shall be devoted to promoting the recreation, health, safety and welfare of the

members and their tenants and establishing and maintaining reserves for the maintenance, repair, replacement and operation of the Common Area and the entrance area or areas.

Section 3. Basis and Maximums of Annual Assessments.

Until such time as the Class A member shall be entitled to full voting privileges in accordance with Article 3 of this Declaration:

(a) The maximum initial annual assessment of Class A members shall be One Hundred Fifty and No/100 Dollars (\$150.00) per residential unit payable to the Association at the time of the closing on the lot, and

(b) The Class B members shall pay whatever amount, if any, in excess of the Class A members' assessment as, in the sole opinion of the Class B member, may be necessary to maintain and manage the Common Area.

From and after such time as the Class A member shall be entitled to full voting privileges and in accordance with Article 3 of this Declaration, the annual assessment shall be determined by the Board of Directors of the Association.

Section 4. Special Assessments. Upon the affirmative vote of the holders of fifty-one percent (51%) or more of the vote of those then entitled to vote of all classes of membership of the Association, the Association may levy and collect a specific special assessment so authorized for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected repair or replacement of a capital improvement upon the Common Area or entrance area or areas.

Section 5. Equality of Assessment among Residential Units. No Residential Unit within the Restricted Property shall bear a higher assessment than any other Residential Unit within the Restricted Property except that, until such time as the Class A members shall be entitled to full voting privilege in accordance with Article 3 of this Declaration, the Class B members may bear a greater or lesser assessment burden than Class A member while the Class B member may be subsidizing the Association with this obligation pursuant to Section 3 of this Article.

Section 6. Date of Commencement of Annual Assessments; Due Dates.

(a) The Association's Board of Directors shall send written notice of the annual assessment and the amount of such assessment to every member subject thereto at least thirty (30) days in advance of each annual assessment. Unless otherwise provided by the Association's Board of Directors, the entire amount of the annual assessment for each Residential Unit shall become due and payable to the Association on the 2nd day of January of each year and shall be paid to the Association without further notice from the Association; provided however that in the event the Board of Directors shall fail to send written notice of the annual assessment to members at least thirty (30) days prior to the annual assessment period the payment for the annual assessment shall not be due until thirty (30) days after such notice is given; the failure to notify thirty (30) days prior to the annual assessment period shall not however reduce the amount of the assessment due and payable.

The annual assessment shall be established on a calendar year basis and shall commence as to each member when he becomes a member pursuant to Section 2 of Article 3.

The first annual assessment payable to the Association with respect to a Residential Unit shall be adjusted according to the number of days remaining in the calendar year following the date a member becomes a member.

(b) The Association shall, upon demand at any time, furnish to any member liable for any assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. A reasonable charge, as determined by the Board of Directors may be made for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effective Nonpayment of Assessment; the Personal Obligation; the Lien; Remedies of the Association.

(a) If an assessment is not paid on or before the date when due then such assessment shall become delinquent and shall, together with such interest thereon and the cost of the collection thereof if hereinafter, thereupon become a continuing lien on the delinquent members' property which shall bind such property in the hands of the then owner, his heirs, designees, personal representatives, successors and assigns. In addition to the lien rights, the personal obligation of the then owner to pay such assessments shall remain his personal obligation and shall also pass to his successors in title. Such owners shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which he was obligated to pay immediately preceding the transfer; and such owner and such successors in title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such owners and successors in title creating any indemnification of the owner or any relationship of principal and surety as between themselves.

(b) If assessment is not paid within thirty (30) days after the due date, such assessment shall bear interest from the date of the delinquency at the lesser of the highest rate permitted by law or nineteen percent (19%) per annum, and the Association may bring legal action against the owner personally obligated to pay the same or foreclose its lien against such owner's property in which event, interest, costs and attorney's fees shall be added to the amount of such assessment as may then be due. Each owner by acceptance of a deed or other conveyance of his or her property, invests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt and to foreclose the aforesaid lien in an appropriate proceeding and lower equity. The lien provided for in this Article 5 shall be in favor of the Association and shall be for the benefit of all other members. The Association acting on behalf of the other members shall have the power to bid in the owners' property at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Association shall not waive any liens or rights it may have against any member or such members Residential Unit without the approval of holders of seventy-five percent (75%) or more of the votes of those then entitled to vote all classes of membership.

Section 8. Subordination of Charges and Liens to Mortgages.

(a) The liens and permanent charges of all assessments and charges authorized herein (annual, special or otherwise) with respect to any Restricted Property is hereby made subordinate

to the lien of any first mortgage placed on such property if, but only if, all assessments and charges with respect to such property authorized herein, having a due date on or prior to the date of the mortgage as filed of record have been paid. The liens and permanent charges hereby subordinated are only such liens or charges as relate to assessments and charges authorized hereunder having a due date subsequent to the date such mortgage is filed of record and prior the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the mortgage property pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgage property pursuant to a sale under power contained in such mortgage.

(b) Such subordination is merely a subordination and shall not relieve the owner of the mortgaged property of his personal obligation to pay all assessments and charges coming due at any time when he is the owner of such property; shall not relieve such property from the liens and permanent charges provided for herein (except to the extent a subordinated lien or permanent charge is extinguished as a result of such subordination as against a mortgagee or such mortgagee's assignee or transferee by foreclosure or by sale under power); and no sale or transfer of such property to the mortgagee or to any other person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure or pursuant to a sale under power, shall relieve any existing or previous owner of such property of any personal obligation or relieve such property or the then owner of such property from liability for any assessment or charges authorized hereunder become due after such sale and transfer.

ARTICLE 6

ADMINISTRATION

Section 1. Responsibility for Administration. The administration of the Association, the maintenance, repair and operation of the Common Area and the Entrance Areas shall be the responsibility of the Association.

Section 2. Maintenance Agreement. The Association may enter into such maintenance agreements as are necessary or desirable for the administration and maintenance of the Common Area and the Entrance Areas.

Section 3. Limitations of Liability; Indemnification. Notwithstanding the duties of the Association to maintain and operate the Recreation Area and to maintain the Entrance Areas, the Association shall not be liable for injury or damage caused by the latent condition of the Recreation Area nor for injury caused by the elements, members or other persons; nor shall any officer or director of the Association be liable to any person for injury or damage by such officer or director in performance of the duties hereunder unless due to willful misfeasance or malfeasance or gross negligence of such officer or director. Each officer and director of the Association shall be indemnified by the members against all expenses and liabilities, including attorney's fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer or director of the Association, and any settlement, whether or not he is an officer or director of the Association at the time such expenses and liabilities are incurred, except in such cases where the officer and director are adjudged guilty of willful misfeasance or malfeasance or gross negligence in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the board of Directors and the Association

approves of such settlement and reimbursement as being for and in the best interest of the Association.

ARTICLE 7

INSURANCE AND CASUALTY

The Board of Directors of the Association shall have the authority to and shall obtain insurance for all improvements of the Common Area and Entrance Area against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief, in amounts sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard, and shall also obtain a public liability policy covering the Common Area and all damage or injury caused by negligence of the Association or any of its agents. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association and all such policies shall be written by accompanied license to do business in the State of Georgia, and all policies shall be for the benefit of the Association and its mortgagees, if any, as their interest may appear.

ARTICLE 8

GENERAL PROVISIONS

Section 1. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by the Association or the owners of any of the Restricted Property, their respective legal representatives, as successors and assigns, for a term of 20 years from the day and year first above written. Said Covenants and Restrictions may be renewed and extended, in whole or in part, beyond said 20-year period of successive periods of no more than twenty years each if an agreement for renewal and extension is signed by members of the Association then entitled to cast at least fifty-one percent (51%) of the votes of the Association and has been filed for record in the Office of the Clerk of the Superior Court of Walker County, Georgia, at least ninety (90) days prior to the effective date of such renewal and extension, provided, however, that each such agreement shall specify which of the Covenants and Restrictions are so renewed and extended and the term for which they are renewed and extended. Every purchaser or grantee of any interest in any of the restricted property by acceptance of a deed or other conveyance thereof, thereby agrees that the Covenants and Restrictions of this Declaration may be renewed and extended as provided herein.

Section 2. Notices. Any notice required or permitted to be sent to any member pursuant to any provision of this Declaration may be served by depositing such notice in the mails, postage prepaid, addressed to the member or owner to whom it is intended at his last known place of residence, or to such other address as may be furnished to the secretary of the Association, and such service shall be deemed sufficient. The date of service shall be the date of mailing.

Section 3. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or any property shall be prohibited or held invalid, such prohibition or invalidity shall not effect any other provision or the application of any provision which can be given effect without the invalid revision or application, and to this end, the provisions of this Declaration are declared to be severable.

Section 4. Amendment. The Covenants and Restrictions of this Declaration may be amended at any time during the first two (2) years following the day and year first above written by an instrument signed by members of the Association then entitled to cast at least sixty-six and two-thirds percent (66-2/3%) of the votes of each class of members of the Association and, thereafter, by an instrument signed by members of the Association then entitled to cast at least sixty-six and two-thirds percent (66-2/3%) of the votes of the Association; provided, however, that any such amendment of these Covenants and Restrictions must be in full compliance with all applicable laws and regulations, including the zoning ordinances applicable to the Restricted Property and any covenants affecting the Restricted Property recorded in Superior Court Clerk's Office, Walker County, Georgia, and shall not become effective until the instrument evidencing such change has been duly filed for record in the Office of the Clerk of the Superior Court of Walker County, Georgia, and unless written notice of the proposed amendment is sent to every member at least thirty (30) days in advance of any action taken. Every purchaser or grantee of any interest in the Restricted Property, by acceptance of a deed or other conveyance thereof, thereby agrees that the Covenants and Restrictions of this Declaration may be amended as provided herein.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed by its duly authorized officers and the appropriate corporate seals affixed hereto, the day and year first above written.

DEVELOPER:

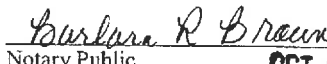


Britt H. Brown (seal)

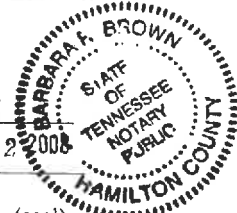
Signed, sealed and delivered
In the Presence of:

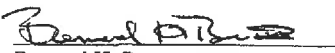


Witness



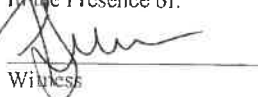
Notary Public
My Commission Expires: OCT 22 2008



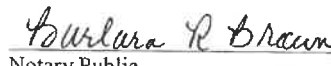


Bernard H. Brown, III (Tripp Brown) (seal)

Signed, sealed and delivered
In the Presence of:



Witness



Notary Public
My Commission Expires: OCT 22 2008



Return To:
Gateway Title Company, LLC
7703 Nashville Street
Ringgold, GA 30736



Doc ID: 000754810008 Type: GLR
Filed: 10/22/2007 at 08:26:40 AM
Fee Amt: Page 1 of 8
Walker, Ga. Clerk Superior Court

BY-LAWS OF WOODLANDS CONSERVATION HOMEOWNERS A

BK 1522 Pg 703-710

A Georgia Nonprofit Corporation (the "Association")

These By-Laws are the By-Laws of the Association, which is the corporation created by Articles of Incorporation filed with the Secretary of State of Georgia on the 24th of May, 2007 (The "Articles of Incorporation"). All references herein to the "Declaration" shall refer to that certain Declaration of Covenants and Restrictions for Woodlands Conservation Subdivision and Woodlands Conservation Homeowners Association, Inc. recorded in the Superior Court Clerk's Office, Walker County, Georgia, and all capitalized undefined terms used herein shall have the meanings assigned thereto by the Declaration unless the context clearly otherwise requires. The "Subdivision" referred to herein shall mean Woodlands Conservation Subdivision, Walker County, Georgia.

ARTICLE 1

Offices

Section 1. Registered Office. The registered office of the Association shall be located at 7703 Nashville Street, Ringgold, Georgia 30736, or such other office as the board of directors shall select.

Section 2. Other Offices. The Association may also have offices at such other places both within and without the State of Georgia as the board of directors may from time to time determine or the business of the Association may make appropriate.

ARTICLE 2

Meetings of Members

Section 1. Location of Meetings. All meetings of members shall be held at such place within or without the State of Georgia as may be from time to time fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof, or at the Association's registered office if not so fixed or stated.

Section 2. Annual Meetings. Annual meetings of members shall be held on the second Tuesday of February in each year, or if such day is a legal holiday, then on the next following Tuesday. At each such meeting, the members shall, by a majority vote, elect a board of directors, and, by majority vote, transact such other business as may be properly brought before the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law, by the Declaration, or by the Articles of Incorporation, special meetings of members may be called for any purpose or purposes by the president, the board of directors, the holders of 25 percent of the

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outstanding voting interest in the Association, or such other officers or persons as may at the time be provided in the Articles of Incorporation, or in the event there are no officers or directors, then by any member.

Section 4. Notice of Meetings. Written notice of a meeting stating the place, day and hour of meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than Thirty (30) nor more than Sixty (60) days before the date of the meeting.

Section 5. Business of Meetings. At an annual meeting of members, any matter relating to the affairs of the Association, whether or not stated in the notice of meeting, may be brought up for action (unless otherwise provided by law). Unless a majority of the members of this Association entitled to vote are present and specifically agree thereto in writing, no matter that was not stated in the notice of a special meeting of members shall be brought up for action at such a special meeting.

Section 6. Quorum. The holders of more than Thirty (30) of the interests entitled to vote, present in person or by proxy, shall constitute a quorum at all meetings of members for the transaction of business except as otherwise provided by law. If a quorum shall not be present, the members present in person or by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At such reconvened meeting, any business may be transacted which might have been transacted at the adjourned meeting.

Section 7. Majority. If a quorum is present, the affirmative vote of a majority of the members entitled to vote and represented at the meeting shall be the act of the members, except that unanimous vote of all members entitled to vote and represented at the meeting shall be required to approve matters at a special meeting of members with respect to which matters no notice had been given in the notice of such special meeting.

Section 8. Voting.

(a) Anything herein to the contrary notwithstanding, all voting contemplated by these By-Laws shall be governed by the Declaration and any reference herein to the voting rights of any member shall be governed by the relevant provisions of the Declaration.

(b) To the extent not in conflict with the Declaration, from and after the date the Class A members become entitled to vote, the following provisions shall apply. Each Unit shall be entitled to one vote on each matter submitted to a vote at a meeting of members. A member may vote either in person or by a proxy executed in writing by the member or by his duly authorized attorney-in-fact. Any proxy must be in writing, signed by the Unit owner (or owners as provided below) and submitted to the President prior to the meeting. If any Unit is owned by a corporation, partnership, trustee or other entity or by a group of owners in any form of joint tenancy, the vote allocated to such Unit shall be exercisable by such owner or owners only as provided by the Declaration as amended from time to time. Unless the holder of a valid proxy, a mere lessee of any Unit shall have no right to vote and shall in no respect be deemed a member

of the Association. In all elections for directors, every member entitled to vote shall have the right to vote, in person or by proxy, the number of units owned by him for as many persons as there are directors to be elected and for whose election he has the right to vote but members may not cumulate their votes.

Section 9. Action by Consent. Any action required or permitted to be taken at a meeting of members may be taken without a meeting if consent in writing, setting forth the action so taken, is signed by the holders of all interests entitled to vote with respect to the subject matter thereof.

ARTICLE 3

Directors

Section 1. Number; Election. The number of directors shall be at least two. Directors must be over age eighteen, but need not be (i) residents of the State of Georgia (ii) owners of Units or (iii) residents of the Subdivision. The directors, other than the first board of directors, shall be elected at the annual meeting of members, and each director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified. The first board of directors shall hold office until the first annual meeting of members.

Section 2. Vacancies. Any vacancy occurring in the board of directors may be filled by the affirmative vote of a majority of the remaining directors even though the remaining directors may constitute less than a quorum of the board of directors. A director elected to fill a vacancy shall be elected for the unexpired portion of the term of this predecessor in office.

Any directorship to be filled by reason of an increase in the number of directors may be filled by the affirmative vote of a majority of the remaining directors present at a meeting even though less than a quorum of the board of directors is present. A director elected to fill a newly created directorship shall serve until the next election of directors by the members and the election and qualification of his successor.

Section 3. Powers. The business and affairs of the Association shall be managed by its board of directors which may exercise all such powers of the Association and do all such lawful acts and things as are not by law, the Declaration, the Articles of Incorporation or these By-Laws directed or required to be exercised or done by the members.

Section 4. Compensation of Directors. The board of directors shall receive no compensation, except as provided in Section 5 of this Article 3.

Section 5. Indemnification. As an inducement to the officers and directors of the Association to act on the Association's behalf, the Association shall, out of its general funds or by special assessment, indemnify and hold harmless, the Developer and each officer or director acting in accordance with these By-Laws and the Declaration, including without limitation all

actions taken in connection with the levying, collection and enforcement of assessments. All such indemnification shall be paid upon written request of the Developer or such officer or director setting forth in reasonable detail the reason for such indemnification, which request shall be given to each of the officers of the Association.

ARTICLE 4

Meetings of the Board of Directors

Section 1. Location of Meetings. Meetings of the board of directors, regular or special may be held either within or without the State of Georgia.

Section 2. First Meeting of New Board. The first meeting of each newly elected board of directors shall be held immediately following the annual meeting of members at the place where such annual meeting is held. Such meeting shall be designated as the annual meeting of the board of directors, and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present. Alternatively, the new board of directors may convene at such place and time as shall be fixed by the consent in writing of all its members.

Section 3. Regular Meetings. Regular meetings of the board of directors may be held with such frequency and at such time and at such place as shall from time to time be determined by the board. If the board has so fixed the frequency, time and place of regular meetings, no notice thereof shall be necessary.

Section 4. Special Meetings. Special meetings of the board of directors may be called by the chairman of the board, by the president, or by any two directors on three days notice to each director in accordance with Article 6.

Section 5. Notice of Meetings. Notice of a meeting need not be given to any director who signs a waiver of notice either before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice thereof. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 6. Quorum. A majority of the directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. If a quorum shall not be present at any meeting of directors, the directors present may adjourn the meeting from time to time until a quorum shall be present, without notice of the time and place that the meeting will be reconvened other than announcement at the adjourned meeting.

Section 7. Majority. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by law or by the Articles of Incorporation.

Section 8. Action by Consent. Any action required or permitted to be taken at a meeting of directors or a committee thereof may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all directors or all members of the committee, as the case may be, entitled to vote with respect to the subject matter thereof. Such consent shall be filed with the minutes of the proceedings of the board or the committee.

ARTICLE 5

Notices

Section 1. Required Notices. Whenever, under the provisions of applicable law, the Articles of Incorporation of these By-Laws, any notice is required to be given to any director or member, such notice shall be given in writing and delivered either personally or by first class mail or telegram, addressed to such director or member, at his address as it appears on the records of the Association. If mailed, such notice shall be deemed to be delivered ten (10) business days after it was deposited in the United States mail with first class postage prepaid. Notices given by any other means shall be deemed delivered when received by the addressee.

Section 2. Waiver of Notice. Whenever under the provisions of applicable law, the Articles of Incorporation or these By-Laws, any notice is required to be given to any director or member, a written waiver thereof signed by the person or persons entitled to such notice, either before or after the time stated therein, shall be deemed the equivalent to the giving of such notice.

ARTICLE 6

Officers

Section 1. Officers; Election; Term. The officers of the Association shall be chosen by the board of directors and shall be a President, a Secretary and a Treasurer. Except as otherwise provided by law, any person may hold more than one office. Officers shall be elected at the first meeting of the board of directors following the annual meeting of members and shall hold offices until their respective successors have been elected and shall have qualified, and if the board of directors shall fail in any year or years to meet and elect officers, the officers last elected shall continue to hold office. No officer need be (i) a member of the board of directors (ii) a resident of the State of Georgia, (iii) an owner of any Unit, or (iv) a resident of the Subdivision.

Section 2. Additional Officers and Agents. The board of directors may appoint such other officers, including vice presidents, assistant secretaries and assistant treasurers, and agents as it shall deem necessary. Such officers and agents shall hold their respective offices for such

terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board of directors.

Section 3. Salaries. The officers shall receive no compensation except as provided in Section 5 of Article 3.

Section 4. Removal; Vacancies. Any officer or agent elected or appointed by the board of directors may be removed by the board at any time with or without cause by the affirmative vote of a majority of the board of directors. Officers and agents otherwise elected or appointed may be removed in accordance with Georgia law. Any vacancy occurring in any office of the Association may be filled by the board of directors.

Section 5. The President. The president shall be the chief executive officer of the Association, shall preside at all meetings of members and the board of directors, shall have general and active management of the business of the Association and shall see that all orders and resolutions of the board of directors are carried into effect. He or she shall have the authority and power to execute on behalf of the association bonds, mortgages, notes, contracts, leases and other documents and instruments (whether or not requiring a seal of the Association) except where such documents or instruments are required by law to be otherwise signed and executed and except the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the Association.

Section 6. Vice President. The vice president, or if there shall be more than one, the vice presidents in the order determined by the board of directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president. Each vice president shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

Section 7. Secretary and Assistant Secretaries. The secretary shall attend all meetings of members and the board of directors and shall record the proceedings of such meetings in books to be kept for that purpose, and shall perform like duties for the committees of directors when required. He or she shall give, or cause to be given, notice of all meetings of members and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or the president, under whose supervision he shall be. He or she shall have custody of the corporate seal of the Association and he shall have authority to affix it to any instrument requiring it and when so affixed it may be attested by his signature. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers (including affixation of the Corporate Seal) of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

Section 8. Treasurer and Assistant Treasurers. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be

designated by the board of directors. He or she shall disburse the funds of the Association as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of all his transactions as treasurer and of the financial condition of the Association. If required by the board of directors, he or she shall give the Association a bond in such sum and with surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his or her office and for the restoration to the Association, in case of his or her death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Association. The assistant treasurer, or if there shall be more than one, the assistant treasurers, in the order determined by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE 7

General Provisions

Section 1. Checks. All checks, drafts, demands for money and notes of the Association shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 2. Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the board of directors.

Section 3. Seal. It was decided that since the law does not require a seal none would be adopted.

Section 4. Books and Records. The Association shall keep correct and complete books and records of accounts and shall keep minutes of the proceedings of its members, board of directors, and committee of directors.

Not later than three months after the close of each fiscal year, and in any case prior to the next annual meeting of members, the Association shall prepare a balance sheet showing in reasonable detail the financial condition of the Association as of the close of its preceding fiscal year, and a profit and loss statement showing the results of its operations during such fiscal year. Upon written request, the Association promptly shall mail to any member of record a copy of such balance sheet and profit and loss statement.

Section 5. By-Law Amendments. These By-Laws may be altered, amended or repealed or new By-Laws may be adopted by the board of directors or the members.