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BY-LAWS
OF
FARMING ROCK MEADOWS
HOMEOWNERS ASSOCIATIONS, INC.

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ARTICLE I - IDENTITY**1. NAME**

The name of the corporation is Farming Rock Meadows Homeowners Association, Inc. (the "Association")

2. REGISTERED OFFICE

The initial registered office of the Association is 1608 Burning Bush Rd. Ringgold, GA 30736.

3. ADOPTION

These By-Laws have been adopted by the Board of Directors as the By-Laws of the Association.

4. DEFINITIONS

Terms used in these By-Laws shall have the same meaning as defined in the Articles of Incorporation and the Declaration of Covenants, Conditions and Restrictions for Farming Rock Meadows, recorded in Book 1192, Page 592, Superior Court Clerk's Office, Catoosa County, Georgia. As may be amended from time to time (the "Declaration").

**ARTICLE II - POWERS AND DUTIES OF THE ASSOCIATION
AND THE EXERCISE THEREOF**

The Association shall have the powers granted to it by Georgia law, the Declaration, the Articles of Incorporation, and these By-Laws. All granted powers shall be exercised by the Board of Directors unless the exercise thereof is otherwise restricted in the Declaration, the Articles of Incorporation, these By-Laws, the Georgia Nonprofit Corporation Act (the "Act") or applicable law.

ARTICLE III - MEMBERSHIP**1. MEMBERSHIPS; VOTING**

The Association shall have two (2) classes of membership, Class "A" Membership and Class "B" Membership as follows:

(a) Class "A" Membership. Class "A" Members shall be all Owners of fee title to Lots other than Declarant. Class "A" Members shall be entitled to one (1) vote for each Lot in which they hold fee title.

(b) Class "B" Membership. The Class "B" Member shall be Declarant until the Turnover Date, after which time Declarant shall be a Class "A" Member. The Class "B"

Member shall be entitled to five (5) votes for each Lot owned by Declarant. The Class "B" Member shall be entitled to appoint all of the members of the Board of Directors prior to the Turnover Date (as hereafter defined). On the Turnover Date, the Class "B" Membership shall terminate and Declarant shall become a Class "A" Member and shall be entitled to one (1) vote for each Lot owned by Declarant.

Voting rights may be exercised by a Member or the Member's spouse. In any situation where more than one person or legal entity (collectively "Person") holds an interest in a Lot, the vote for the respective Lot shall be exercised by any such Person, provided, however, the Persons holding the interest in the Lot shall notify the Secretary of the Association, in writing, prior to or during any meeting of the manner in which the vote for the Lot is to be exercised and, in the absence of such notice, the Lot's vote shall be suspended if more than one Person seeks to exercise it. The voting rights of a Member that is a company or other form of entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary.

2. TURNOVER DATE

The Turnover Date shall occur within sixty (60) days after the occurrence of the earlier of the following conditions:

- (i) the sale to Persons other than Declarant or Builders of all of the Lots intended to be developed within the Subdivision; or
- (ii) such earlier date as determined by the Class "B" Member, in its sole and absolute discretion.

ARTICLE IV. - MEMBERS' MEETINGS

1. DATE AND PLACE OF MEETINGS

Meetings of the Members shall be held on the date and at such place in Catoosa County, Georgia or such other place as may be designated by the Board of Directors from time to time.

2. ANNUAL MEETINGS

Each year after the Turnover Date, an annual meeting shall be held for the purpose of receiving reports of officers, committees, and others, to elect members of the Board of Directors and to conduct such other business as may be properly brought before the meeting.

3. SPECIAL MEETINGS

The President of the Association or the Board of Directors may call special meetings of the Members. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or, after the Turnover Date, upon a petition signed by ten percent (10%) of the total votes of the Members of the Association. The notice of any special meeting shall state the date, time, and

place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

4. NOTICE OF MEETINGS

Written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered, either personally, by mail or any other manner permitted by applicable law, to each Member, not more than two (2) months, nor less than ten (10), days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association.

Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any Member may, in a signed writing, waive notice of any meeting of the Association, either before or after such meeting. Attendance at a meeting by a Member, either in person or by proxy, shall be deemed a waiver by such Member of notice of the time, date, place, and purpose thereof, unless such Member or his or her proxy, as the case may be, specifically objects to lack of proper notice at the time the meeting is called to order.

5. QUORUM

Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of ten percent (10%) of the votes eligible to be cast by Members shall constitute a quorum at any meeting of the Association.

6. ADJOURNMENT OF MEETINGS

If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members entitled to vote 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 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. 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 Members in the manner prescribed in Article IV, Section 4, hereof.

7. VOTE REQUIRED

When a quorum is present at any meeting, a majority of the votes present, whether in person or by proxy, shall decide any question brought before the meeting, unless the Declaration, the Articles of Incorporation, these By-Laws or any applicable law provides otherwise.

8. PROXIES

Members may vote by proxy. Proxies must be in writing, dated, signed and filed with the Secretary at the time of or before the appointed time of a meeting of the Owners. Every proxy shall be revocable and shall automatically cease upon conveyance by the Owner of his Lot, upon receipt by the Secretary of notice of the death or judicially declared incompetence of an Owner, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy. The Board of Directors may from time to time, establish such other or additional requirements for proxies as it shall determine.

9. CONDUCT OF MEETINGS

The President shall preside over all meetings of the Association. The Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted and all transactions and proceedings occurring at the meeting.

10. ACTION WITHOUT A MEETING OR BY WRITTEN BALLOT

Any action required to be taken at a meeting of the Members or any action which may be taken at a meeting of the Members may be taken without a meeting by written consent or by written ballot in accordance with the Act.

ARTICLE V. - BOARD OF DIRECTORS

1. NUMBER OF DIRECTORS

The governance and administration of the affairs of the Association shall be vested in a Board of Directors. The number of directors of the Association shall not be less than one (1) nor more than five (5). The initial Board shall consist of the person or persons named in the Articles of Incorporation.

2. ELECTION OR APPOINTMENT OF DIRECTORS

Prior to the Turnover Date, the Class "B" Member shall appoint all of the members of the Board of Directors. Subsequent to the Turnover Date, each Class "A" Member shall be entitled to cast one (1) vote for each director to be elected. Immediately prior to the Turnover Date, Declarant shall call a special meeting of the Members at which the following shall occur: (a) the existing directors shall resign; (b) the Members shall set the number of directors at five (5) as described in Article V, Section 3, hereof; and (c) the Class "B" Membership shall terminate and be converted to a Class "A" Membership. On and after the Turnover Date, Declarant shall be considered a Member entitled to one (1) vote for each Lot owned by Declarant as a Class "A" Member. Declarant may, in its sole and absolute discretion, permit the Members to elect directors earlier than the conditions set forth above.

3. DESIGNATION OF TERM

Immediately prior to the Turnover Date, the Class "A" Members shall elect five (5) directors to take office on the Turnover Date. Of the five (5) directors elected by the Class "A" Members, two (2) directors shall be designated to serve on the Board of Directors commencing on the Turnover Date for a term of three (3) years, two (2) directors shall be designated to serve on the Board of Directors commencing on the Turnover Date for a term of two (2) years and one (1) director shall be designated to serve on the Board of Directors commencing on the Turnover Date for a term of one (1) year. Each year after the Turnover Date, the Class "A" Members will elect the number of directors necessary to replace those directors whose terms have expired. These newly elected directors will serve for a term of three (3) years. Directors shall be elected by a plurality of the votes cast, such that those candidates receiving the largest number of votes shall be elected. In the case of a tie vote, the winner shall be determined by a run-off election between those candidates which are tied. Cumulative voting is not permitted.

4. QUALIFICATIONS FOR ELECTION

All directors shall be Members.

5. NOMINATION OF DIRECTORS

Immediately prior to any election by the Members, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and at least three (3) Members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than ninety (90) days prior to each annual meeting of the Members. The members of the Nominating Committee serve for a term of one (1) year or until their successors are appointed, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it, in its sole discretion, determines appropriate, but in no event less than the number of positions to be filled. At least sixty (60) days prior to the annual meeting, the Nominating Committee shall recommend the names of Members selected by a majority vote of the Nominating Committee to be submitted to the Members for election to the Board of Directors.

Ten percent (10%) or more of the total votes eligible to be cast by Members who are not members of the Nominating Committee may also nominate candidates for election to the Board of Directors by petition signed by them and filed with the Secretary at least thirty (30) days prior to the annual meeting. The names of any nominees, after having been certified by the Secretary or any other officer, that they are qualified for election and have been nominated in accordance with the provisions of these By-Laws shall be included in any proxy mailing to the Members. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

6. REMOVAL OF DIRECTORS AND VACANCIES

Any director elected by the Class "A" Members at large may be removed, with or without cause, by the vote of the 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 appointed by Declarant, or elected by the Class "A" Members, as the case may be, to fill the vacancy for the remainder of the term of such director.

Any director elected by the Members who has three (3) consecutive unexcused absences from the Board meetings, as determined by the Board, or who is delinquent in the payment of any assessment or other charges due the Association for more than thirty (30) days 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 remaining directors. In the event of the death, disability, removal, or resignation of a director, the members of the Board may elect a successor to fill the vacancy for the remainder of the term of such director.

7. COMPENSATION

No directors shall receive a salary or any other compensation whatsoever from the Association for acting as such, but shall be entitled to be reimbursed for expenses reasonably incurred on behalf of the Association.

8. FIDUCIARY DUTY

The directors shall act in good faith in a manner they reasonably believe to be in the best interests of the development of Farming Rock Meadows residential community (the "Community") and the goals of the Association.

9. POWERS AND DUTIES

The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs, and as provided by law, may do all acts other than those acts that may be done and exercised exclusively by the Members. In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board shall have the power to and be responsible for the following, by way of explanation and not limitation:

- (a) Preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the common expenses;
- (b) Making assessments to defray the common expenses and other assessments authorized by the Declaration, establishing the means and methods of collecting such assessments, and establishing the period of payment for assessments;
- (c.) Providing for the operation, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association as determined by the Board, including

maintenance or provision of services which are generally provided by a municipality, such as maintenance of grassed or landscaped areas along dedicated rights-of-way, maintenance of street lights and community signage, garbage pick-up and maintenance of roadways within the Community;

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

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;

(f) making and amending use restrictions, rules and regulations, and design guidelines;

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

(h) enforcing by legal means the provisions of the Declaration, any Neighborhood Declaration, these By-Laws, and the use restrictions, rules and regulations, and design guidelines adopted pursuant to any of the foregoing, and bringing any proceedings which may be instituted on behalf of or against the Owners, their respective invitees or licensees concerning the Association;

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

(j) providing services to all areas for which the Association is obligated to provide services;

(k) paying the cost of all services, if any, rendered to the Association or its Members which are not directly chargeable to Owners of particular Lots;

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

(m) depositing Association funds into interest bearing accounts; and

(n) contracting with any Person for the performance of various duties and functions.

The Board shall have the power to enter into common management agreements and other agreements with associations, Neighborhood Associations, Declarant and such other persons as it determines appropriate from time to time. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity. To the extent permitted by law, the Board shall have the power to delegate its functions to designees of the Board, such as,

without limitation, a management agent, committees established by the Board, and employees and independent contractors of the Association.

ARTICLE VI - MEETINGS OF BOARD OF DIRECTORS

1. ORGANIZATIONAL MEETING

The organizational meeting of the first elected Board of Directors shall be held within ten (10) days after the annual meeting of the Members at which the Directors were elected at such time and place as shall be fixed by the Board of Directors.

2. REGULAR MEETINGS

Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but commencing with the Turnover Date. At least four (4) regular meetings shall be held during each fiscal year with at least one (1) meeting per quarter, provided, however, that the annual meeting shall constitute a regular meeting. Notice of the time and place of any meeting, other than an annual meeting, shall be communicated to the directors not less than ten (10) days prior to the meeting.

3. SPECIAL MEETINGS

Special meetings of the Board of Directors or any committee designated thereby shall be held when called by written notice signed by the President or by a majority of the directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by personal delivery, first class mail or telephone at least five (5) days prior to the date of the meeting, unless the special business is of a nature which, in the President's discretion, requires more immediate action, and then a minimum of twenty-four (24) hours' notice shall be deemed sufficient.

4. WAIVER OF NOTICE

Any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as when taken at a meeting duly held after regular call and notice if (a) a quorum is present and (b) 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. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

5. QUORUM OF BOARD OF DIRECTORS AND REQUIRED VOTE

At all meetings of the Board of Directors, 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 of Directors except as otherwise provided in the Declaration, the Articles of Incorporation or these By-Laws. If any meeting of the Board of Directors cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not

five (5) nor more than thirty (30) days from the date the original meeting was called. convened meeting, if a quorum is present, any business which might have been held at the meeting originally called may be transacted without further notice.

CONDUCT OF MEETINGS

The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions passed by the Board of Directors and all transactions and proceedings occurring at such meetings.

OPEN MEETINGS

All meetings of the Board shall be open to all Members, but Members other than those designated by the President may not participate in any discussion or deliberation unless permission to speak is granted by a director and granted by the President. In such case, the President may limit the time a Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board of Directors and reconvene in executive session, excluding Members, when such adjournment is necessary in the reasonable judgment of the President.

EXECUTIVE SESSION

The Board may adjourn a meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, and other confidential business of a similar nature. The nature of any and all business to be considered in an executive session shall first be announced in open session.

TELEPHONE MEETINGS

Any regular or special meeting of the Board of Directors may be held by telephone conference, at which each participating director can hear and be heard by all other participating directors.

ACTION WITHOUT A MEETING

Any action required to be taken at a meeting of the Board of Directors or any action which may be taken at a meeting of the Board of Directors or of a committee of directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all directors or all of the members of the committee of directors, as the case may be in accordance with the Act.

ARTICLE VII. - OFFICERS

OFFICERS

The officers of the Association shall be a President, Vice President, Secretary, and Treasurer to be elected from among the members of the Board. The Board of Directors may

joint such other officers, including one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary may not be held by the same person.

2. APPOINTMENT, TERM OF OFFICE AND VACANCIES

The officers of the Association shall be appointed annually by the Board of Directors at the first meeting of the Board of Directors during a fiscal year. A vacancy in any office arising from death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

3. REMOVAL

Any officer may be removed by a majority vote of the Board of Directors in the sole discretion of the Board and the removal of a director who is also an officer shall automatically constitute a removal from such director's position as an officer.

4. 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 a later time specified in the notice and unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

ARTICLE VIII. - DUTIES OF OFFICERS

The officers of the Association shall each have such powers and duties as generally appertain to their respective offices, as well as such powers and duties as are from time to time specifically conferred or imposed by the Board of Directors.

1. PRESIDENT

The President shall be the chief executive officer of the Association and shall:

- (a) act as presiding officer at all meetings of the Members and the Board of Directors;
- (b) call special meetings of the Members and the Board of Directors;
- (c) sign, with the Secretary or Treasurer if the Board of Directors so requires, all checks, contracts, promissory notes, leases, subleases and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons;
- (d) perform all acts and duties usually required of a chief executive to ensure that all orders and resolutions of the Board of Directors are carried out; and

- e) act as an ex-officio member of all committees and render an annual report at the meeting of Members.

VICE PRESIDENT

The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. The Vice President also shall assist the President, and exercise other powers and perform other duties as shall be prescribed by the

SECRETARY

The Secretary shall have the following duties and responsibilities:

- a) attend all regular and special meetings of the Members and the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done;
- b) have custody of the corporate seal, if any, and affix the same when necessary or proper;
- c) attend to all correspondence on behalf of the Board of Directors, prepare and circulate notices of meetings and keep membership books; and
- d) have custody of the minute book of the meetings of the Board of Directors and the books of the Members and act as agent for the transfer of the corporate books.

TREASURER

The Treasurer shall:

- a) receive monies as shall be paid into his hands for the account of the Association and disburse funds as may be ordered by the Board of Directors, taking proper vouchers for receipts and be custodian of all contracts, leases and other important documents of the Association on which he shall keep safely deposited;
- b) supervise the keeping of accounts of all financial transactions of the Association belonging to the Association and deliver the books to his successor;
- c) prepare and distribute to all of the members of the Board of Directors prior to each annual meeting and whenever else required a summary of the financial transactions and condition of the Association from the preceding year;
- d) make a full and accurate report on matters and business pertaining to his office to the Members at the annual meeting and make all reports required by law; and
- e) act as the chairman of the Finance Committee.

The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Association. In the event the Association enters into a management agreement, all be proper to delegate any or all of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

ARTICLE IX. - COMMITTEES

1. STANDING COMMITTEES

Each year after the Turnover Date, the Board of Directors, by resolution adopted by a majority of the directors in office, may designate and appoint members of each of the following committees, each of which shall consist of one (1) or more directors.

(a) Grounds Committee. The Grounds Committee shall advise the Board of Directors on matters concerning maintenance of Common Areas. No live trees shall be moved from Common Areas nor shall any alteration or improvement be made to Common Areas except with approval of the Board of Directors and in accordance with the Declaration.

(b) Finance Committee. The Finance Committee shall in general supervise, direct and control all matters pertaining to Association finances including, but not limited to, the obtaining of insurance, the filing of tax returns, the payment of taxes, the preparation of the annual operating budget for approval by the Board of Directors, preparation of current reports for the Board of Directors and the Association's financial condition and the issuance to Members of a condensed quarterly operating statement. The Finance Committee shall have the power, with the approval of the Board of Directors, to direct the Association, to employ at the expense of the Association, such clerical aid and assistance as may be necessary to handle the accounts.

(c) Newsletter Committee. The Newsletter Committee shall supervise and control the preparation of a newsletter for distribution to all Members.

(d) Legal and By-Laws Committee. The Legal and By-Laws Committee shall be charged with the publication and interpretation of the rules and regulations, these By-Laws, and Declaration and, in general, with all matters of a legal nature pertaining to the Association.

2. AD HOC COMMITTEES

From time to time, the Board of Directors may appoint such ad hoc committees by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present, with such powers and composition as the Board of Directors shall determine.

3. POWERS OF COMMITTEES

The several committees shall act only as committees and the individual members thereof have no power or authority to act on behalf of the Board or the Association.

ARTICLE X, - DISCIPLINE

1. ENFORCEMENT

The Board of Directors shall have the power to impose reasonable fines which shall constitute an automatic and continuing lien upon a Lot of the violating Owner, to suspend an owner's right to use the Common Areas, and to preclude contractors, subcontractors, agents and their invitees of an Owner or occupant from the Community for violation of any duty imposed under the Declaration or these By-Laws, provided, however, that nothing herein shall authorize the Association or the Board of Directors to limit an Owner's or occupant's ingress and egress to a Lot. In the event that any occupant of a Lot violates the Declaration or these By-Laws, and a fine is imposed, the fine shall first be assessed against the occupant residing therein, provided, however, that if the fine is not paid by the occupant within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Association. The failure of the Board of Directors to enforce any provision of the Declaration or By-Laws shall not be deemed a waiver of the right of the Board of Directors to do so thereafter.

2. NOTICE

Prior to imposition of any sanction hereunder for any reason other than nonpayment of assessments or other charges, the Board of Directors or its delegate shall serve the accused with written notice describing (a) the nature of the alleged violation, (b) the proposed sanction to be imposed, (c) a period of not less than ten (10) days within which the alleged violator may present written request to the Board of Directors for a hearing, and (d) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge has been requested within ten (10) days of the notice.

3. HEARING

If a hearing is requested within the allotted ten (10) day period, the hearing shall be held in an executive session of the Board of Directors at the next regularly scheduled meeting or at a Special Meeting affording the accused 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, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the accused appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any. The Board of Directors may, but shall not be obligated, to suspend any proposed sanction if the violation is cured within the ten (10) day period. Any suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions by any Person.

4. ADDITIONAL ENFORCEMENT RIGHTS

Notwithstanding anything to the contrary herein contained, the Association may elect to enforce any provisions of the Declaration or these By-Laws by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or

at law or in equity to enjoin any violation or to recover monetary damages or both 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 an action is sought shall pay all costs, including reasonable attorneys' fees actually incurred.

ARTICLE XI - FISCAL MANAGEMENT

1. FISCAL YEAR

The fiscal year of the Association shall commence upon the first (1st) day of January and shall terminate on the thirty-first (31st) day of December.

2. DEPOSITORIES

The funds of the Association shall be deposited in such accounts as may be selected by the Board of Directors, including checking and savings accounts in one (1) or more banks and/or credit unions and loan associations, Certificates of Deposit, U.S. Treasury Bills and money market funds with an investment firm or firms, all in accordance with resolutions approved by the Board of Directors. The funds shall be used only for lawful purposes of the Association.

3. EXPENSES

The receipts and expenditures of the Association may be credited and charged to the accounts as the Board of Directors may determine, in accordance with good accounting practices as set forth in Article XI, Section 7, below.

4. RESERVE ACCOUNTS

The Association shall establish and maintain an adequate reserve account for the periodic maintenance, repair and replacement of Common Areas.

5. BUDGET

The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the expenses of the Association for the fiscal year and to maintain funds for the accounts established by the Board of Directors (including a replacement reserve), in accordance with good accounting practices as set forth in Article XI, Section 7, below.

6. FIDELITY BONDS

If determined by the Board, and if such bonds are reasonably available, the Association shall purchase blanket fidelity bonds for all directors, officers and employees of the Association and any management agent who controls or disburses funds of the Association and any person or entity handling or responsible for Association funds. The following provisions shall govern the Association's purchase of the bonds:

- (a) Each fidelity bond purchased by the Association shall name the Association as an agent of the bond.
- (b) The premiums for bonds shall be paid by the Association.
- (c) The fidelity bonds shall be in the amount determined from time-to-time by the Board of Directors.
- (d) Each bond shall include a provision requiring ten (10) days' written notice to the Association before the bond can be canceled or substantially modified for any reason.

7. ACCOUNTS AND REPORTS

The following standards of performance will be followed unless the Board by resolution specifically determines otherwise:

- (a) accrual accounting (exclusive of depreciation and amortization), 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 remuneration shall be accepted by any officer, director or employee of the Association from vendors, independent contractors, or others providing goods or services to the Association, whether in the 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 any officer, director or employee of the Association may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors; and
- (f) an annual report consisting of at least the following shall be distributed 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. If determined by the Board of Directors, the annual report referred to above shall be prepared on an audited basis by a certified public accountant selected by the Board of Directors. If unaudited financial statements are used, the unaudited financial statements will be certified by an officer of the Association.

AGREEMENTS, CONTRACTS, DEEDS, LEASES, CHECKS, ETC.

All agreements, contracts, deeds, leases, checks, and other instruments of the Association executed by the President and Secretary or by such other members of the Board or of the Association as may be designated by resolution of the Board of Directors.

BOOKS AND RECORDS

The Declaration, Articles of Incorporation, By-Laws, membership register, books of minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any mortgagee, Owner, Member, director, and officer or the Owner's agent, at any reasonable time and for any proper purpose, at the office of the Association. Such records shall include a record of receipts and expenditures and accounts for each Owner, which accounts shall designate the names and addresses of the Owners, the due amount of each Assessment, the amounts paid upon the account and the balance due. Such records of Owners shall only be available for inspection by the Board, the officers and the mortgagee of such Owner's mortgage. Books and records of the Association may be kept at the Association office at the property, or off-site at the office designated by Declarant.

The Board shall establish reasonable rules with respect to: (1) notice to be given to the mortgagee of the records; (2) hours and days of the week when an inspection may be made; and (3) amount of the cost of reproducing copies of documents requested.

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 extracts and a copy of relevant documents at the expense of the Association.

D. INSURANCE

The Association shall procure, maintain and keep in full force and effect insurance as required by the Declaration to protect the interests of the Association and the Owners.

ARTICLE XII. - ASSESSMENTS

LIEN AND PERSONAL OBLIGATION ASSESSMENT

Each Owner by acceptance of a deed conveying a Lot or Dwelling Unit, whether or not it is expressly expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all of the terms and provisions of these covenants and pay to the Association annual assessments and special assessments for the purposes set forth in Sections 2 and 4 of this Article. Assessments to be fixed, established and collected from time to time as hereinafter provided.

The Owner of each Lot or Dwelling Unit shall be personally liable, such liability to be several if there are two or more Owners, to the Association for the payment of all assessments, whether annual or special, which may be levied while such party or parties are the Owner of a Lot or Dwelling Unit. The annual and special assessments, together with such

interest thereon and costs of collection therefore as hereinafter provided, shall be a charge and continuing lien on the Lot or Dwelling Unit and all of the improvements thereon against which each such assessment is made. Unpaid assessments shall bear interest due date to date of payment at the rate set by the Board, and said rate can be changed from time to time so that the rate is reasonably related to the economic situation. In the event that two or more Lots are combined into a single Lot by the Owner, the assessments will continue to be based upon the number of original Lots purchased.

2. PURPOSE OF ASSESSMENT

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and for the improvement and maintenance of the Common Areas. The special assessments shall be used for the purposes set forth in Section 4 of this Article 7.

3. AMOUNT OF ANNUAL ASSESSMENT

Until the transfer of governing authority from the Developer to the Board takes place as described in the By-Laws, the amount of the annual assessments shall be set by the Developer in its sole discretion as it deems appropriate. The annual assessment shall be \$240.00 per year minimum. Thereafter, the amount of the annual assessments shall be set by the Board unless 75% of the Members who are in attendances or represented by proxy at the annual or any special meeting of the Association vote to increase or decrease the said annual assessment set by the Board. At such meeting, the Developer shall have the number of votes as provided in Article III. The amount of assessments per Lot or Dwelling Unit need not be the same throughout the development.

4. SPECIAL ASSESSMENTS FOR IMPROVEMENTS AND ADDITIONS

In addition to the annual assessments authorized by Section 3 of this Article 7, hereof, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capitol improvement upon any Common Areas, including the necessary fixtures and personal property related thereto, or the cost of any addition to the Common Areas, provided that any such assessment shall have the assent of 75% of the vote of the Members who are in attendance or represented at a duly called meeting of the Association, written notice of which shall have be sent to all Members at least 30 days in advance setting forth the purpose of the meeting. At any meeting, the developer shall have the number of votes as provided in the Bylaws.

5. PROPERTY SUBJECT TO ASSESSMENT

Only land within the Properties which have been subdivided into Lots or Dwelling Units, and the plats thereof filed for public record, shall constitute a Lot or Dwelling Unit for the purposes of these assessments. Projected locations for future platted Lots or Dwelling Units shown on the Master Plat will not be subject to assessment, unless and until such locations are subdivided into Lots or Dwelling Units, filed of record and subjected to this Declaration.

6. EXEMPT PROPERTY

No Owner may exempt himself from liability for any assessment levied against his Lot or Dwelling Unit by waiver of the use or enjoyment of any of the Common Areas or by abandonment of his Lot or Dwelling Unit in any other way.

The following property, individuals, partnerships or corporations, subject to this Declaration, shall be exempted from the assessment, charge and lien created herein:

- (a) The grantee of a utility easement.
- (b) All properties dedicated and accepted by a local public authority and devoted to public use.
- (c) All Common Areas.
- (d) All Properties exempted from taxation by the laws of the State of Tennessee or the State of Georgia, upon the terms and to the extent of such legal exemptions. This exemption shall not include special exemptions, now in force or enacted hereinafter, based upon age, sex income levels or similar classification of the Owners.

7. COMMENCEMENT OF ANNUAL ASSESSMENTS

(e) The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Developer to be the date of commencement.

(f) The amount of the first annual assessment on a Lot or Dwelling Unit shall be based pro rata upon the balance of the calendar year and shall become due and payable on the closing of the Lot or Dwelling Unit. The assessments for any year, after the first year, shall become due and payable as set by the Association.

(g) The due date of any special assessment under Section 4 of this Article 7, hereof shall be fixed in the resolution authorizing such assessment.

8. LIEN

Recognizing that the necessity for providing property operation and management of the Properties entails the continuing payment of costs and expenses therefor, the Association is hereby granted a lien upon each Lot or Dwelling Unit and the improvements thereon as security for the payment of all assessments against said Lot or Dwelling Unit, now or hereafter assessed, which lien shall also secure all costs and expenses, and reasonable attorneys' fees, which may be incurred by the Association in enforcing the lien upon said Lot or Dwelling Unit. The lien shall become effective on a Lot or Dwelling Unit immediately upon the closing of that Lot or Dwelling Unit. The lien granted to the Association may be foreclosed as other liens are foreclosed in the States of Tennessee and Georgia. Failure by the Owner or Owners to pay any assessment, annual or special, on or before the due dates set by the Association for such payment shall constitute a default, and this lien may be foreclosed by the Association.

9. LEASE, SALE OR MORTGAGE OF LOT

Whenever any Lot may be leased, sold or mortgaged by the Owner thereof, which lease, sale or mortgage shall be concluded only upon compliance with other provisions of this Declaration, the Association, upon written request of the Owner of such Lot or Dwelling Unit, shall furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the Owner of such Lot or Dwelling Unit; and such statement shall also include, if requested, whether there exists any matter in dispute between the Owners of such Lot or Dwelling Unit and the Association under this Declaration. Such statement shall be executed by any officer of the Association, and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement.

In the event that a Lot or Dwelling Unit is to be leased, sold or mortgaged at the time when payment of any assessment against said Lot or Dwelling Unit shall be in default, then the rent, proceeds of such purchase or mortgage shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent assessment or installments thereof due to the Association before payment of any rent, proceeds of purchase or mortgage to the Owner of any Lot or Dwelling Unit who is responsible for payment of such delinquent assessment.

In any voluntary conveyance of a Lot or Dwelling Unit, the grantee(s) shall be jointly and severally liable with the grantor(s) for all unpaid assessments against the grantor(s) and the Lot or Dwelling Unit made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee(s) to recover from the grantor(s) the amounts paid by the grantee(s) therefor.

ARTICLE XIII. - MISCELLANEOUS

1. PARLIAMENTARY RULES

Robert's Rules of Order (then current edition) shall govern the conduct of Association proceedings when not in conflict with applicable law, the Articles of Incorporation, the Declaration, or these By-Laws.

2. CONSTRUCTION

If there are conflicts between the provisions of Georgia law, the Articles of Incorporation, the Declaration and/or these By-Laws, the provisions of Georgia law, the Declaration, the Articles of Incorporation, and these By-Laws (in that order) shall prevail.

3. VALIDITY

If any By-Law or rule or regulation is adjudicated to be invalid, such fact shall not affect the validity of any other By-Law or rule or regulation.

4. 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 an Owner or Member, at the address which the Owner or Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of the Owner or Member; or (b) if to the Association or the Board of Directors, then at the registered office of the Association or at such other address as shall be designated by the Association or the Board of Directors in writing and given to the Owners or Members in accordance with this Section.

5. AMENDMENTS

Until the Turnover Date, Declarant may amend these By-Laws in its sole and absolute discretion. After the Turnover Date, Declarant may amend these By-Laws at any time and from time to time, in its sole and absolute discretion, if such amendment is: (a) necessary to bring any provisions hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on a Lot, (c) required by an institutional lender or a government mortgage agency or purchaser of mortgage loans to enable the same to make, insure or purchase mortgage loans on a Lot; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on a Lot subject to the Declaration; or (e) necessary to correct any stenographic, scrivener's or surveyor's error or any error of a like nature, provided, however, any such amendment shall not adversely affect the title to a Lot, unless the Owner thereof shall consent thereto in writing.

After the Turnover Date and so long as it still owns any part of the property described in the Subdivision Plat (as described in the Declaration) for development, Declarant may amend these By-Laws in its sole and absolute discretion for any other purpose, provided, however, that such amendment shall not materially and adversely affect the rights of any Owner of a Lot without the approval of such Owner.

After the Turnover Date, (a) any non-Declarant initiated amendment, or (b) any Declarant initiated amendment which has a materially adverse effect upon the rights of an Owner of a Lot, shall require the affirmative vote (in person or by proxy) or the written consent, or any combination thereof, of Members representing sixty-seven percent (67%) of the total votes in the Association (other than Declarant), and the consent of Declarant, so long as Declarant owns any portion of the property describes in the Subdivision Plat. However, the percentage of votes necessary to amend a specific clause shall be not less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant.

Any amendment made prior to or after the Turnover Date shall not be inconsistent with the Declaration.

ADOPTION OF BYLAWS

The undersigned as the Developer of the Property and the Incorporator of the Association hereby adopts the foregoing Bylaws of the Association, this 17th day of January, 2006.

LOGAN & SIMS, LLC
FARMING ROCK MEADOWS HOMEOWNERS'
ASSOCIATION.

By: *Donald L. Logan*
Donald L. Logan, Developer

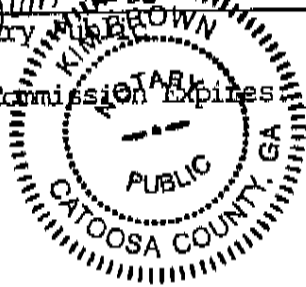
By: *Bernard Sims*
Bernard Sims, Developer

Signed, sealed and delivered
in the presence of:

John M. Patten J.
Witness

Kim Brown
Notary

My Commission Expires 8-18-07



31192PG0592

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
FARMING ROCK MEADOWS PHASE I

pickup

THIS DECLARATION OF COVENANTS AND RESTRICTITONS
("Declaration") is hereby made, published and declared this 3rd day of June, 2005, by
LOGAN & SIMS, LLC, a Georgia limited liability company (hereinafter the "Developer"
or Declarant").

WITNESSETH

WHEREAS, Developer as owner of certain real property as shown on plat of record for
Farming Rock Meadows, Phase I, as recorded in Plat Book 20, Pages 16-18,
In the Office of Superior Court Clerk, Catoosa County, Georgia (the "Subdivision plat"),
desires to create thereon a residential development known as Farming Rock Meadows
Subdivision Phase I (hereinafter the "Development"); and

WHEREAS, Developer desires to provide for the preservation of the land and home
values when and as the Property is improved and desires to subject the Development to
certain covenants, restrictions, easements, affirmative obligations, charges and liens, as
hereinafter set forth, each and all of which are hereby declared to be for the benefit of the
Development and each and every owner of any and all parts thereof; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the
values and amenities in the Development, will in the future create an entity to which may
be delegated and assigned the power and authority of holding title to and maintaining and
administering the Common Properties (as hereinafter defined) and administering and
enforcing the covenants and restrictions governing the same and collecting and disbursing
all assessments and charges necessary for such maintenance, administration and
enforcement, as hereinafter will be created; and

WHEREAS, Developer herein will establish in the future an association to be called
Farming Rock Meadows Homeowners Association, for the purpose of exercising the
above functions and those which will be more fully set out thereafter;

NOW, THEREFORE, the Developer subjects the Property and such additions
thereto as may from time to time be made, to the terms of this Declaration and declares
that the same is and shall be held, transferred, conveyed, sold, leased, occupied and used
subject to the covenants, restrictions, conditions, easements, charges, assessments,
affirmative obligations and liens (sometimes referred to collectively as the "covenants")
hereinafter set forth. These Covenants shall touch and concern and run with the Property
and each Lot thereof.

CATOOSA COUNTY, GEORGIA

Filed and recorded in this office

June 3 05 4:00 AM
2005 at *PM*
Recorded in Deed Book *1192* Page *592*
NORMAN L. STONE, Clerk

COVENANTS, USES AND RESTRICTIONS

1. APPLICATION. It is expressly stipulated that the Restrictive Covenants and Conditions set forth hereafter, apply to the Property described as Farming Rock Meadows, Phase I, which Property is intended for use as single-family residential Lots only.

2. RESIDENTIAL USE.

A. All of the Lots in the Development shall be, and be known and described as, residential lots, and no structure shall be erected or permitted to remain on any Lot other than as provided in these Covenants and Restrictions and in supplements hereto, or except as provided for in a deed of conveyance from the Developer.

B. "Residential" refers to a mode of occupancy, as opposed to "business" or "commercial" or "mercantile" activity, and except where otherwise expressly provided, "residential" shall apply to temporary as well as permanent uses, and shall apply to vacant Lots as well as to buildings constructed thereon.

3. No Multi-Family Residences, Business. No residence shall be designed, patterned constructed or maintained to serve or for the use of more than one single family, and no residence shall be used as a multiple family Dwelling Unit at any time. No trade or business may be conducted in or from any Dwelling Unit, except that an owner or occupant residing in a Dwelling Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security of other residents of the Property, as may be determined in the sole discretion of the Developer.

4. Minimum Square Footage. No single-family detached Dwelling Unit shall be erected or permitted to remain in the Property unless it has the minimum number of square feet of enclosed living area measured from the exterior walls, exclusive of open porches or screened porches, garages or basements, set forth in this section. For the purposes of this Section, stated square footage shall mean the minimum floor area required, and floor area shall mean the finished and heated living area contained within the Dwelling Unit, exclusive of porches, decks, garages and steps. The minimum number of square feet required may vary from phase to phase. Each phase shall have its own restrictive covenants. The minimum number of square feet required in this phase is as follows:

(a) A single level home with or without a basement shall have no less the One Thousand Six Hundred (1,600) square feet of living space, with a two car attached garage or a garage in the basement.

(b) All one and a half story and two story, excluding basements, shall have a minimum of Two Thousand (2,000) square feet with a minimum of Twelve hundred (1,200) square feet on the main level, with an attached two car garage.

(c) No split foyers shall be allowed.

5. Setbacks. No building shall be erected on any Lot nearer than thirty (30) feet to the front Lot line, and twenty-five feet to any side street line or nearer than ten (10) feet to any interior Lot line. No provision of this paragraph shall be construed to permit any structure to be constructed and erected upon any Lot that does not conform to zoning laws and regulations applicable thereto.

6. Rearrangement of Lot Lines. Not more than one Dwelling unit shall be erected or maintained on any one Lot. With written approval of the Developer or the Board, contiguous Lots may be combined if Lots have the same owner, for the purpose of erecting an approved Dwelling Unit thereon.

7. Temporary Structures. No part of any Lot shall be used for residential purposes until a complete Dwelling Unit, conforming fully to the provisions of these Covenants, shall have been erected thereon. No structure of temporary character, including trailers and similar structures, shall be erected or permitted to remain on any Lot. No house shall be moved from another location to any Lot in this Development.

8. Rainwater Drainage. Catch basins in drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person, other than Developer, may obstruct or redirect the drainage flows after location and installation of drainage, swales, storm sewers or storm drains. Silt fencing and/or straw shall be used during construction to prevent dirt runoff onto roads. Gravel drives shall be used during construction prior to the paving of the driveway.

9. Utility Easement. A perpetual easement is reserved on each Lot, as shown on the recorded plat, for the construction and maintenance of utilities such as electricity, gas, water, sewage, drainage, etc., and no structure of any kind shall be erected or maintained upon or over said easement.

10. Frontal Appearance. The frontal appearance of each Dwelling Unit shall have an acceptable frontal appearance from the main street facing the Lot.

ARCHITECTURAL CONTROL

1. Architectural and Design Review.

A. In order to preserve to the extent possible, the natural beauty of the Property and its setting and to promote and protect the value of the Property, the Developers or their assigned agent shall create a body of rules and regulations covering details of Dwelling Units, which shall be available to all Owners or prospective Owners of Lots.

B. No Dwelling Unit shall be erected, placed, added to, remodeled or altered and no grading or other improvement shall be made to any Lot nor shall construction be permitted to commence on any Dwelling Unit, other building, structure, fence, or structures of any type by an Owner or Builder on any Lot, until said Owner or Builder shall submit and receive written approval for a new home.

C. Builder or Owner shall submit to the Developers for approval at least fifteen (15) days prior to the proposed date of construction a complete set of Plans and Specifications. Plans and Specifications shall have any and all intended additions or changes marked clearly in red.

The Developers or their agents shall give written approval or disapproval within fifteen (15) days of submission. However, if written approval or disapproval of the plans is not given within fifteen (15) days of submission, the plans shall be deemed to have been approved.

2. Approval Standards. Approval of any proposed building plans and specifications submitted under this Article will be withheld unless such plans and specifications comply with the applicable Restrictions and Covenants of this Declaration. Approval of the plans and specifications by the Developer or their Agent is for the mutual benefit of the Owners and is not intended to be, and shall not be construed as, an approval or certification that the plans and specifications are technically sound or correct from an engineering or architectural viewpoint. Each owner shall be individually responsible for the technical aspect of the plans and specifications.

Building Requirements.

1. Foundation. Any and all structures of any kind constructed on any Lot shall have full masonry foundation, no exposed block, concrete or plaster shall be exposed to any exterior grade.

2. Exterior of Frontal Elevation. The exterior of the front of the Dwelling Unit must have a minimum of thirty (30) percent brick or stone. No Exterior Insulated Finished Systems, (also know as synthetic stucco or "Sto") or asbestos siding shall be used in construction of any Dwelling Unit or any other structure built on any Lot.

3. Roof Pitch. Roof pitches shall be at least 8/12 pitch. All roof shingles shall be asphalt or fiberglass three-dimensional shingles.
4. Fences. No fence shall be allowed any closer to the street than the rear elevation of the Dwelling Unit. In the case of a corner lot, no fence shall be allowed closer to the side street than the side elevation facing that street. Any fences joining Common Properties may be required to be of specific height, material and design.
5. Driveways and Sidewalks. Each Dwelling Unit shall be served by a driveway and by walkways constructed of hard surface materials such as concrete, brick or exposed aggregate. Each and every Lot shall have a Sixty (60) inch wide concrete sidewalk offset from the back of the curb sixteen (16) inches. This sidewalk must be from lot line to lot line parallel with the street on each Lot. This sidewalk is to meet Subdivision standards. Applicable code, and shall be constructed before final inspection. Builder or Owner must leave driveway at least three (3) inches higher than the road at the entrance of driveway to allow for the final application of asphalt to be laid and allow for the adequate drainage away from the residence.
6. Curbs. No permanent cuts may be made in the curbs for any purpose other than driveways. Irregular cuts using sledge hammers and the like are prohibited. The Owner of the adjoining Lot shall replace damaged curbs.
7. Garages. Each Dwelling Unit must have at least a two car garage constructed at the same time as the Dwelling. No carports or detached garages will be permitted. Garage doors may face the street that the Dwelling Unit fronts. The inside walls of the garage must be finished and painted.
8. Sodding and Landscaping. The entire Lot, front, side, and rear yard to the Lot lines must be sodded with fescue sod. Sodding and landscaping must be completed before the unit is occupied. Scrubs must be a minimum of twenty-four inches (24) in height and a minimum of one (1) ornamental tree must be planted in the front yard.
9. Animals. No poultry, livestock or animals shall be allowed or maintained on any Lot at any time except that the keeping of dogs, cats or other household pets is permitted, however, that nothing contained herein shall permit the keeping of dogs, cats or other animals for commercial purposes. Nothing contained herein shall be deemed to permit the keeping of an unreasonable number of pets, or the keeping of any animal deemed to be a danger to other residents. There shall be no kennels permitted on any Lot for the commercial breeding of domestic pets.
10. Unightly Conditions. All of the Lots must, from the date of purchase, be maintained by the owner or Builder in a neat and orderly condition (grass being cut when needed, as well as leaves, broken limbs, dead trees and other debris being removed when needed). Tree limbs, rocks and other debris must be kept out of the streets. In the event the Owner of a Lot, including an Owner who is a Builder, fails, of his own volition, to

maintain his Lot in a neat and orderly condition. Developer, or the Homeowner's Association (when established) may enter upon said Lot without liability and proceed to put said Lot into an neat and orderly condition, billing the cost of such work to the Owner. All owners in the Development shall keep cars, trucks and delivery trucks off the curbs of the streets.

11. Tanks and Garbage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and such tanks or receptacles may be installed only within a Dwelling Unit or buried underground. All garbage and trash containers must be placed in enclosed areas of the rear or side yard and must not be visible from any street.

12. No Antennas. No television antenna, dish, radio receiver or sender or other similar device shall be attached to or installed upon the exterior portion of any Dwelling Unit or other structure on the Property or any Lot within the Development on the front two-thirds (2/3) of any Lot. Any such device is to be restricted to the rear one-third (1/3) of the particular Lot and shall not be unsightly regardless of its location. No such device may be more than ten (10) feet in height.

13. Mailboxes. Each and every house shall have the same mailbox and post with a light on top of the post. These will be selected by the Developer and each builder shall be made aware of the approved mailbox with light, and where it can be obtained.

14. Vehicle Parking. Commercial vehicles with commercial writing on their exteriors, vehicles primarily used or designated for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats, or other watercraft, boat trailers and the like shall be parked in enclosed garages. Stored vehicles and vehicles which are either obviously inoperable or do not have a current operating licenses shall not be permitted, except within enclosed garages. Vehicles of any type also must not be parked on a sidewalk at any time. Notwithstanding the foregoing, service and delivery vehicles may be parked in the driveway of a Lot during daylight hours for such a period of time as is reasonably necessary to provide service or make a delivery to a Lot.

15. Occupancy Before Completion. No building unit shall be occupied until the dwelling house has been completed.

16. Developer Reserves the Right. Notwithstanding any other provisions herein to the contrary, the Developer reserves unto itself, its successors and assigns, the following rights, privileges and powers; to subdivide Lots, to combine Lots or parts of Lots, to rearrange boundaries of Lots, to cause any part of any Lot to become a part of the Common properties, and to cause portions of the Common Property Lots to become part of the Lots bordering them.

17. Additional Lot Damage. Any damage done to any adjacent or adjoining Lot by a Builder employed to build improvements on a Lot will be repaired immediately at the

expense of the Owner or the Builder. Temporary construction support must be provided for the curbs and sidewalks by the Owner or contractor during time of construction. All construction debris shall be removed daily and the street must be kept clean during construction.

18. Air Conditioning and Heating Units. Air conditioning and heating units shall be architecturally screened or landscaped so as not to be visible from any street.

19. No Waterway Use or Dumping. No boat or rafts of any kind shall be permitted upon, nor shall any swimming be permitted in, any pond, lake waterway, etc. on the Common Properties. No garbage, trash or other refuse shall be dumped in any pond, lake, waterway, etc. of the Development. Owners will be assessed a Five Hundred Dollar (\$500.00) fine for each violation of this provision in addition for the cost of removal. The Developer shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of the lakes, ponds, or streams within the property.

20. Porches. All porches on the front of a Dwelling Unit shall have a foundation of concrete blocks covered with brick or stone, and must have concrete surface and steps of brick or stone. No wooden porches, wooden steps or lattice work of any kind shall be on the front porches of any Dwelling Unit.

21. Damaged Structure. Any damaged or destroyed structure shall be promptly repaired or rebuilt to original state. If damage is beyond repair, the owner or insurance company shall make the site safe, and remove all debris and bring the Lot back to the original state at their expense within six (6) months.

23. Modular, Manufactured or Trailer Homes. No modular, manufactured or trailer homes shall be allowed. Only on the job stick built homes shall be allowed.

24. 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) above ground level. Nothing in the foregoing shall be construed to prevent Developer from erecting and maintaining signs at the entrance of the Development as provided herein.

24. In the event that, for any reason, any one or more of the foregoing protective covenants and restrictions shall be construed by judgments of decree of any court of record to be invalid, such section shall no way effect the other provisions which shall remain in full force and effect. The Developer hereby declares that covenants and restrictions are not interdependent but severable, and any one would have been adopted even without the others.

25. Each and every one of the covenants, conditions and restrictions shall attach to and run with each and every one of the Lots and titles to and estates herein, shall be subject thereto and the same shall be binding upon each and every Owner or occupant of the same until May 1, 2025 and shall be extended automatically to apply to each of said lots for successive periods of twenty (20) years thereafter unless, by action of a minimum of sixty-six and 2/3 (66-2/3) percent of the Owners of the Lots, it is agreed to change said covenants in whole or in part; provided, further, that the instrument evidencing such action must be in writing and shall be duly recorded in the Superior Court clerk's Office of Catoosa county, Georgia.

Until the Turnover Date, as defined in Article IV of the By-Laws, Declarant may amend this Declaration in its sole and absolute discretion. After the Turnover Date, Developer may amend this Declaration at any time and from time to time, in its sole and absolute discretion, if such amendment is; (a) necessary to bring any provisions hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on a Lot (c) required by an institutional lender or a mortgage agency or purchase mortgage loans on a Lot; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on a Lot subject to the Declaration; or (e) necessary to correct any stenographic, scrivener's or surveyor's error or any error of a like nature, provided, however, any such amendment shall not adversely affect the title to a Lot, unless the Owner thereof consent thereto in writing.

After the Turnover Date and so long as the Developer still owns any part of the property described in Subdivision Plat for development, Declarant may amend this Declaration in its sole and absolute discretion for any other purpose, provided, however, that such amendment shall not materially or adversely affect the rights of any Owner of a lot without the approval of such Owner.

After the Turnover Date, (a) any non-Declarant initiated amendment, or (b) any Declarant initiated amendment which has a materially adverse effect upon the rights of an Owner of a Lot, shall require the affirmative vote (in person or by proxy) or the written consent, or any combination thereof, of Members representing sixty-seven percent (67%) of the total votes in the Association (other than Declarant), and consent of the Declarant, so long as Declarant owns any portion of the property described in the Subdivision Plat. However, the percentage of affirmative votes necessary to amend a specific clause shall be not less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant.

Any amendment made prior to or after the Turnover Date shall not be inconsistent with the Declaration.

26. Neither the undersigned, nor any part of the parties claiming under the

undersigned, shall or will convey, devise or demise any or either of the Lots, or any part of same, except as being subject to these covenants, conditions and restrictions, and the obligation to observe and perform the same, these covenants, conditions and restrictions shall run with and be appropriate to the said land and every part thereof as fully as it expressly contained in proper and obligatory covenant of conditions in each and every contract or conveyance of or any part of the said land of the improvements to be made thereon.

27. All of the Lots in the Subdivision shall be subject to assessments as provided for in Article XII of the By-Laws. Such assessments shall be primarily used for, but not solely limited to the upkeep and maintenance of the common properties of the subdivision, which shall include the entrance area, and the area around and leading to the ponds (collectively the "Common Areas").

28. If any party shall violate any of the covenants or restrictions herein provided for before May 1, 2025, or within the extended time a hereinbefore provided for, it shall be lawful for the Developer, its successors, heirs or assigns, or any person or persons owning any portion of a Lot to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or conditions; and either to prevent him or them from so doing or to recover damages or other dues for such violation, including reasonable attorney's fees.

Logan & Sims, LLC

By: _____
Donald L. Logan - Member

By: _____
Harold B. Sims- Member

Signed, Sealed, and Delivered
In the Presence of:

Witness

Notary Public

My Commission Expires:
