
Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.



After Recording Return To:
Lueder, Larkin & Hunter, LLC
5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005
ATTN: Joseph C. Larkin

M. L. 1
Cross Reference:
Deed Book 13567, Page 5249

STATE OF GEORGIA

COUNTY OF COBB

AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR CENTENNIAL COMMONS

WHEREAS, Old Woodstock, LLC, a Georgia limited liability company (hereafter referred to as "Old Woodstock"), recorded that certain Declaration of Covenants, Conditions and Restrictions for Centennial Commons Subdivision on July 30, 2002, in Deed Book 13567, Page 5249 of the Cobb County, Georgia land records (hereafter referred to as the "Original Declaration");

WHEREAS, Old Woodstock assigned its rights as Declarant of Centennial Commons to D. R. Horton, Inc., a Delaware Corporation (hereinafter referred to as "Declarant") via that

certain Assignment of Declarant's Rights, recorded on May 4, 2010 in Deed Book 14769, Page 2495 of the Cobb County, Georgia land records;

WHEREAS, Centennial Commons Homeowners Association, Inc. (hereafter referred to as the "Association") is the homeowners association identified in the Original Declaration and existing and operating in the Centennial Commons subdivision;

WHEREAS, pursuant to Article XII, Section 12.03 of the Original Declaration, the Original Declaration may be amended at any time and from time to time when notice of the subject matter of the proposed amendment is included in the notice of the meeting of the Association at which such proposed amendment is to be considered is delivered to each Member of the Association, and at such meeting, a resolution adopting a proposed amendment is proposed by either the Board or by Members of the Association, and such amendment is approved by Members holding at least two-thirds (2/3) of the total votes in the Association; provided, however (i) that any amendment which materially and adversely affects the security title and interest of any Mortgagee must be approved by such Mortgagee and (ii) during any period in which Declarant has the right to appoint or remove officers and directors of the Association, such amendment must be approved by Declarant;

WHEREAS, as of the date of this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Centennial Commons, the Declarant no longer has the right to appoint or remove officers and directors of the Association;

WHEREAS, this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements does not materially and adversely affects the security title and interest of any Mortgagee;

WHEREAS, this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Centennial Commons has been approved by Members holding at least two-thirds (2/3) of the total votes in the Association;

WHEREAS, the By-Laws of Centennial Commons Homeowners Association, Inc. (hereafter referred to as the "Original Bylaws") are the bylaws of the Association;

WHEREAS, pursuant to Article 6, Section 6.4 of the Original Bylaws, the Original Bylaws may be amended upon the affirmative vote of at least two-thirds (2/3) of the Total Association Vote and the consent of the Declarant;

WHEREAS, pursuant to Article III, Section 3.03 of the Original Declaration, the Association originally consisted of two classes of membership, which included (1) Class A Membership, which included all Lot Owners, and (2) Class B Membership, which solely included the Developer;

WHEREAS, pursuant to Article III, Section 3.03 of the Original Declaration, the Class B Membership ceased after four (4) years from the date the recording of the Final Plat of the Property;

WHEREAS, the Association currently has only one class of membership, which solely consists of Class A Members;

WHEREAS, at a meeting of the Association membership, at which time a quorum was obtained, the Amended and Restated Bylaws of Centennial Commons Homeowners Association, Inc., which are attached hereto as Exhibit "B" was approved by at least two-thirds (2/3) of the Total Association Vote and the consent of the Declarant; and

NOW, THEREFORE, the Original Declaration and Original Bylaws and all amendments thereto are hereby stricken in their entirety and the following is simultaneously substituted therefor:

AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR CENTENNIAL COMMONS



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AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR CENTENNIAL COMMONS

ARTICLE I

GEORGIA PROPERTY OWNERS' ASSOCIATION ACT

Centennial Commons is a residential property owners' development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq., as may be amended or supplemented.

ARTICLE II

DEFINITIONS

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

2.2. Association means Centennial Commons Homeowners Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

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

2.4. Bylaws mean the Amended and Restated Bylaws of Centennial Commons Homeowners Association, Inc., attached to this Declaration as Exhibit "B" and incorporated herein by this reference.

2.5. Common Property means any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners. Common Property shall additionally mean any entrance monument and sign for the Community, as well as any associated improvements and landscaping.

2.6. Community or Centennial Commons Subdivision means all property subjected and annexed to this Declaration and the Original Declaration and all amendments thereto.

2.7. Community-Wide Standard means the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board.

2.8. Declaration means this Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Centennial Commons.

2.9. Effective Date of this Declaration means the date that this Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Centennial Commons is recorded in the Cobb County, Georgia land records.

2.10. Lot means a portion of the Community intended for ownership and use as a single-family dwelling site and as shown on the plats for the Community recorded in the Cobb County, Georgia land records.

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

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

2.13. Occupant means any Person occupying all or any portion of a dwelling or other property located within the Community for any period of time, regardless of whether such Person is a tenant or the Owner of such property.

2.14. Original Declaration means the original Declaration of Covenants, Conditions, Restrictions and Easements for Centennial Commons on March 28, 1988, in Deed Book 4858, Page 346 of the Cobb County, Georgia land records, which has been amended and restated by this Declaration.

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

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

ARTICLE III

PROPERTY SUBJECT TO DECLARATION

The property subject to this Declaration is all that property subjected to the Original Declaration of Covenants, Conditions and Restrictions for Centennial Commons Subdivision recorded on July 30, 2002, in Deed Book 13567, Page 5249 of the Cobb County, Georgia land

records and including all property subjected to such Original Declaration via a recorded amendment or supplemental declaration, and as further described in Exhibit "A" attached hereto and incorporated herein by this reference.

ARTICLE IV

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

4.1. Membership. There shall be one category of membership referred to as member or membership without a distinction of Class A membership and Class B membership as provided in the Original Declaration. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be a member of the Association. This is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot owned. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no event shall more than one (1) vote be cast for each Lot owned.

4.2. Voting. Members shall be entitled to one (1) equal vote for each Lot owned. When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners determine among themselves. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it. A member's right to vote shall automatically be suspended during any period in which a member is more than thirty (30) days delinquent on any assessment or charge, and the member shall be ineligible to vote on any matter until the member's account balance has been paid in full.

4.3. Entity Members. If the Owner of a Lot is a corporation, limited liability company, partnership, trust, or other legal entity not being a natural person, the entity shall designate in writing to the Board of the Directors the name(s) of the natural person(s) who will occupy the Lot. To constitute a valid designation in accordance with this Article, the natural person must have a substantial relationship to the legal entity, including being a shareholder, director, or officer of the corporation, being a member of the limited liability company, being a partner in the partnership, or being a beneficiary of the trust. In no event shall the natural person(s) designated to occupy the Lot be changed more frequently than once every twenty-four (24) months.

If the entity Owner receives any consideration or benefit, including, but not limited to, rent, a fee, service, gratuity, or emolument from or on behalf of the designated person(s) occupying the Lot, then such arrangement shall be considered leasing for purposes of this Declaration and the Owner shall be required to comply with Article IX of the Declaration. The express purpose of this

amendment is to ensure that entity owners do not utilize the designation of a natural person to occupy the Lot in order to circumvent the leasing restriction contained in Article IX of the Declaration.

ARTICLE V

ASSOCIATION RIGHTS AND RESTRICTIONS.

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

(a) make and to enforce reasonable rules and regulations governing the use of the Common Property;

(b) enforce the Declaration, Bylaws, and rules and regulations of the Association by imposing reasonable monetary fines and suspending use and voting privileges. These powers, however, shall not limit any other legal means of enforcing such documents or provisions by either the Association or, in an appropriate case, by an aggrieved Owner;

(c) grant permits, licenses, utility easements, and other easements, permits or licenses under, through or over the Common Property;

(d) the right of the Board of Directors to convey all or a portion of the Common Property to any Person upon the written approval of at least two-thirds (2/3) of the total vote of the Association membership;

(e) control, manage, operate, maintain, replace and, in the Board's discretion, alter or improve all portions of the Community for which the Association is assigned maintenance responsibility under this Declaration;

(f) deal with the Common Property in the event of damage or destruction as a result of casualty loss, condemnation, or eminent domain, in accordance with the provisions of this Declaration; and

(g) represent the Owners in dealing with governmental entities on matters related to the Common Property.

ARTICLE VI

ASSESSMENTS

6.1. Purpose of Assessment. The Association shall have the power to levy assessments as provided herein. Assessments shall be used for the general purposes of

promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Association and the membership, and for expenses of the Association as provided within the Declaration, and as otherwise authorized by the Board.

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

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred (including post-judgment attorney fees from any prior judgment, if any), shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. Each Owner and the Owner's grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board. The Board of Directors may, but is not obligated to, permit assessments to be paid in monthly, quarterly, or semi-annual installments. No Owner may be exempted from liability, or otherwise withhold payment of assessments, for any reason whatsoever.

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

6.3. Uniform Rate of Assessment and Specific Assessments. Annual assessments and special assessments shall be fixed at a uniform rate for all Lots. Notwithstanding the above, the Board of Directors shall have the power to levy specific special assessments as follows:

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

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

(c) Foreclosure Administration Assessment. It is recognized that foreclosures of mortgages on units create substantial administrative and financial strain on the Association. These additional burdens on the Association include, but are not limited to, having to monitor the status of mortgages and legal periodicals to determine when foreclosures occur, searching the Cobb County, Georgia land records to determine the names of the purchasers of foreclosure sales, contacting the foreclosure purchasers/owners regarding foreclosure-purchaser responsibilities and assessment obligations and updating Association records multiple times to deal with just a single Lot. Pursuant to this Declaration and Section 44-3-220 of the Act, the Association is authorized to assess individual Owners certain fees and expenses occasioned by and benefiting just those Owners or those Owner's Lots. In accordance with these provisions, and in addition to annual assessments, special assessments and other charges provided for in this Declaration, any Person who acquires a Lot at a foreclosure sale or the mortgage on such Lot, or by deed in lieu of a foreclosure, shall be required to pay the Association a Foreclosure Administration Assessment of an amount equal to the lesser of a) six (6) monthly installments of the annual assessment in effect for the fiscal year in which the foreclosure or deed in lieu of foreclosure is executed or b) the amount of the lien against the Lot at the time the foreclosure deed or deed in lieu of foreclosure is recorded in the Cobb County, Georgia records. The Foreclosure Administration Assessment shall constitute a specific special assessment as described herein.

6.4. Computation of Operating Budget and Assessment. Prior to the beginning of each new fiscal year, the Board of Directors shall (1) prepare a budget covering the estimated expenses of the Association for the upcoming new fiscal year and shall fix in the budget the amount of the annual assessment for the upcoming new fiscal year, and (2) deliver a copy of the budget to each Owner at least thirty days prior to the beginning of the new fiscal year. The budget shall not operate as a limitation on expenditures by the Board, but, rather, the budget is merely an estimate of expenses on which the Board may base the annual assessment. The Board may, but is not obligated to, permit the annual assessment to be paid in monthly, quarterly, or semi-annual installments. The budget and the assessment shall become effective unless disapproved by the majority of the total vote of the Association membership at a meeting of the membership within the first ninety days of the new fiscal year. Said meeting may be the annual meeting of the members if the annual meeting is held during the first ninety days of the new fiscal year or may be at a special meeting requested in accordance with the Bylaws. If either (1) the membership disapproves the budget within the first ninety days of the new fiscal year as provided herein, or (2) the Board fails for any reason to either (a) prepare a budget and fix the amount of the annual assessment for the new fiscal year or (b) deliver the budget to the members, as provided herein, then the budget and annual assessment in effect for the current fiscal year shall continue for the upcoming new fiscal year. In the event the annual assessment is insufficient to cover the actual common expenses of the Association during any fiscal year, the Board of Directors, upon ten days notice to the members, may increase the annual assessment during such fiscal year to cover the shortfall. The fiscal year of the Association may be set by Board resolution or, in the absence thereof, shall be January 1st to December 31st.

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

6.6. Special Assessments. The Board may levy a special assessment against all Lots to pay the costs of any improvement or repair on the Common Property, or for any other purpose as determined by the Board; provided, however, prior to becoming effective, any special assessment must be approved by the affirmative vote, written consent, or any combination of affirmative vote and written consent, of the Association members holding at least two-thirds (2/3) of the total votes of the Association. An approved special assessment may be required to be paid during the fiscal year, or alternatively, upon the approval of at least two-thirds (2/3) of the total votes of the Association, may be paid over a set number of years.

6.7. Capital Contribution Assessments (Initiation Fee). Upon the conveyance of ownership of a Lot, including all resales, a capital contribution assessment (an initiation fee) shall become due and payable to the Association by each new Owner. The amount of the initiation fee shall be an amount equal to two (2) monthly installments of the annual assessment in effect for the fiscal year in which the conveyance of ownership occurs. The initiation fee shall not be deemed to be an advance payment of any assessment and may not be paid in lieu of any assessment. The initiation fee shall be the personal obligation of the new Owner and shall constitute a lien against the Lot. Notwithstanding anything to the contrary herein, no initiation fee shall be due from any Person who takes title through foreclosure upon the lien of any first priority Mortgage covering the Lot or the lien of any secondary purchase money Mortgage covering the Lot.

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

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

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

(c) If an assessment, fine, or charge due from an Owner remains delinquent and unpaid for more than fifteen (15) days from the date due, and if the Board of Directors has permitted the assessment to be paid in monthly, quarterly, or semi-annual installments, then a notice of delinquency may be given to that Owner stating that if the unpaid assessment or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board may accelerate and declare immediately due all of that owner's unpaid installments of the assessment. If the Owner fails to pay all amounts currently due within ten (10) days of the date of the notice of delinquency, the Board may then accelerate and declare immediately due all installments of the assessment without any further notice being given to the delinquent Owner. Upon acceleration, that Owner shall thereby lose the privilege of paying the assessment in installments, unless reinstated in the Board's discretion. The notice of acceleration provided herein may be included in a collection litigation complaint filed against an owner for unpaid assessments and charges.

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

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

(f) If an assessment, fine, or charge remains unpaid more than thirty (30) days after the due date, the Association, acting through the Board, shall have the right to suspend water or other utility services to the Lot, including cable television, paid for as a common expense by the Association. Any costs incurred by the Association in discontinuing and/or reconnecting any utility service, including reasonable attorney's fees, shall be an assessment against the Lot. The water or other utility services shall not be required to be restored until all amounts owed by the Owner have been paid in full and the expenses to disconnect and/or reconnect the water or utility service have been paid in full. An Owner whose utility or service has been suspended hereunder shall not be entitled to use any such utility or service from any source, and any such unauthorized use shall be considered a theft of services.

6.9. Statement of Account. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against such Lot. The Association shall respond in writing within five (5) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not

exceeding ten dollars (\$10.00) or such higher amount as may be authorized under the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein.

ARTICLE VII

ARCHITECTURAL CONTROLS.

7.1. Architectural Standards. No Owner, Occupant, or any other Person may make any exterior change, alteration, modification (including exterior painting), landscaping, or construction on a Lot, nor erect, place or post any thing or object which may affect the appearance of a Lot (including, but not limited to, any fence, playground equipment, light (except for reasonable seasonal decorative lights displayed for reasonable timeframes during the holidays, as determined by the Board of Directors)), nor place any object in any window which is visible from the exterior of a dwelling, without first obtaining the written approval of the Architectural Control Committee ("ACC"). All landscape borders or decorative borders on a Lot, other than rock or field stone borders and black plastic borders not extending more than four inches above the ground, shall require the prior written approval of the ACC.

The standard for approval of all improvements hereunder shall include, but not be limited to: (1) aesthetic consideration; (2) materials to be used; (3) compliance with the Community-Wide Standard, this Declaration, or design standards which may be adopted by the ACC; (4) harmony with the external design of the existing dwellings, Lots and structures, and the location in relation to surrounding dwellings, structures and topography; and (5) any other matter deemed to be relevant or appropriate by the ACC.

Applications for approval of any such architectural modification shall be in writing and shall provide such information as the ACC may reasonably require. If the ACC fails to approve, conditionally approve, or to disapprove such application within forty-five (45) days after the application and such information as the ACC may reasonably require shall have been submitted, its approval will not be required and this Article shall be deemed complied with, unless such construction, modification or improvement otherwise is in violation of the Declaration, the Bylaws, the design standards, the Association's rules and regulations, or applicable zoning ordinances.

The ACC shall be the sole arbiter of the application and may withhold approval for any reason whatsoever, including purely aesthetic considerations. The Association, acting through the Board, shall be entitled to stop any construction or modification which is not in conformance with approved plans. The ACC may publish design standards for exterior alterations or additions, and any request in compliance therewith shall be approved.

7.2. Architectural Control Committee. The Board of Directors shall appoint the members of the ACC. The ACC shall constitute a standing committee of the Association, and

the ACC shall consist of the Board unless the Board delegates to other Persons the authority to serve on the ACC. The chairperson of the ACC shall be a Board member. The ACC shall have the authority to select and employ professional consultants to assist it in discharging its duties, the cost of such consultants to be paid by the Owner of any Lot for which an application has been submitted for approval. The Owner of any such Lot shall be responsible for paying the full costs of each review, whether or not the submitted application is approved by the ACC, and the ACC may require payment of all such costs prior to approval of the application. The ACC also may charge reasonable fees to cover the cost of review or inspections performed hereunder.

7.3. Appeal. In the event the ACC disapproves any application or part thereof, an Owner shall have the right to appeal the ACC's decision to the Board of Directors. The Board shall rule on the appeal within thirty (30) days of receiving written notice requesting an appeal from the Owner. If the Board fails to render a decision on such appeal within thirty (30) days after the appeal and such information as the Board may reasonably require shall have been submitted, the ACC decision shall be deemed overturned and this Article shall be deemed complied with, unless such construction, modification or improvement otherwise is in violation of the Declaration, the Bylaws, the design standards, the Association's rules and regulations, or applicable zoning ordinances. In ruling on the appeal, the Board shall consider all relevant materials presented to it by either the Owner or the ACC, the decision of the ACC, and the application of the Owner to the ACC. The Board of Directors shall have the final authority to approve, disapprove, or conditionally approve or disapprove the application of the Owner. If the Board does not receive written notice from the Owner by certified mail requesting an appeal within fourteen (14) days from the date of the ACC's notice to the Owner of its decision, the decision of the ACC shall become final and all rights of appeal shall terminate and thereafter be void.

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

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

proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

7.6. Enforcement. Any construction, alteration, or other work done in violation of this Article, the Declaration, the Bylaws, the design standards or any applicable zoning regulations shall be deemed to be nonconforming. Upon written request from the Board, a violating Owner shall, at the Owner's sole cost and expense, remove such nonconforming construction, alteration, or other work and restore the property to substantially the same condition as existed prior to such construction, alteration or work. Should the Owner fail to do so, the Board or its designees shall have the right, in addition to all other available remedies, to enter the property, remove the violation and restore the property, or obtain a court order compelling the violating Owner to do so. All costs thereof, including reasonable attorney's fees, may be assessed against such Lot, regardless of whether or not litigation is filed.

In addition to the above, the Board shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Article and its decisions or those of the ACC. All costs of any such action, including reasonable attorney's fees, may be assessed against such Lot. Furthermore, the Board shall have the authority to record in the Cobb County, Georgia land records notices of violation of the provisions of this Article. The Board may also pursue any other enforcement option set forth in this Declaration.

7.7. Commencement and Completion of Construction. All improvements approved by the ACC hereunder must be commenced within one year from the date of approval. If not commenced within such time, then such approval shall be deemed revoked by the ACC, unless the ACC gives a written extension for commencing the work. Additionally, except with written ACC approval otherwise, and except for delays caused by strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the control of the Owner, all work approved by the ACC hereunder shall be completed within 90 days of commencement.

ARTICLE VIII

USE RESTRICTIONS

Each Owner of a Lot shall be responsible for ensuring that the Owner's family, guests, tenants, and Occupants comply with all provisions of this Declaration, the Bylaws, and the rules and regulations of the Association. Furthermore, each Owner and Occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Owner's family, guests, tenants, or Occupants, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants, or Occupants.

8.1. Residential Use. Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot or any part of the Community, including business uses ancillary to a primary residential use, except that the Owner or Occupant residing in a dwelling on a Lot may conduct such ancillary business activities within that dwelling so long as: (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the dwelling; (2) the business activity does not involve visitation of the Lot by employees, clients, customers, suppliers, or other business invitees; provided, however, this provision shall not preclude delivery of materials or items by United States Postal delivery or by other customary parcel delivery services (U.P.S., Federal Express, etc.); (3) the business activity conforms to all zoning requirements for the Community; (4) the business activity does not increase traffic in the Community; (5) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; and (6) the business activity is consistent with the residential character of the Community and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Community, as may be determined in the Board's sole discretion.

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

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

8.3. Vehicles and Parking. No Owner or Occupant may keep more than a reasonable number of vehicles per Lot at any time. The Board may adopt reasonable rules limiting the number of vehicles which may be parked on a Lot. Vehicles may only be parked in garages, driveways or other areas authorized in writing by the Board. Vehicles shall not be parked on any lawn, yard, or street.

Garage doors shall remain closed at all times, except for necessary use, ingress, and egress. Each garage should be maintained in such a manner that parking for the maximum number of motor vehicles for which it was originally designed to hold is allowed and possible.

Disabled and stored vehicles are prohibited from being parked in the Community except in garages. For purposes of this Section, a vehicle shall be considered "disabled" if it does not have a current license tag or is inoperable. A vehicle shall be considered "stored" if it remains in a location, other than in a garage, without prior written Board permission, for fourteen (14) consecutive days or longer or if it is covered for more than two (2) consecutive days with a car cover or tarp.

Boats, trailers, trucks with a load capacity of one (1) ton or more, full-size vans (excluding mini-vans or utility vehicles used as passenger vehicles), recreational vehicles (RV's and motor homes), vehicles used primarily for commercial purposes and containing visible evidence of commercial use (such as tool boxes or tool racks), and vehicles with commercial writings on their exteriors are prohibited from being parked in the Community, except in garages or other areas designated by the Board as parking areas for particular types of vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on a Lot or the Common Property during normal business hours for the purpose of serving the Lot or the Common Property; provided, that, without the written consent of the Board, no such vehicle shall be authorized to remain on a Lot or the Common Property overnight or for any purpose except serving a Lot or the Common Property.

If any vehicle is parked on any portion of the Community in violation of this Section or in violation of the Association's rules and regulations, the Board may send a notice to the vehicle owner or user, or place a notice on the vehicle, specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed or booted. The notice shall include the name and telephone number of a person to contact regarding the alleged violation and shall include the name and telephone number of the person or entity which will do the towing or booting. In addition, the notice shall include the cost of recovery and information as to the form of payment. If twenty-four (24) hours after such notice is placed on the vehicle, or three (3) days after the notice has been sent to the owner, the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed or booted in accordance with the notice, without further notice to the vehicle owner or user. If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or Occupant's Lot or dwelling, is obstructing the flow of traffic, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately. If a vehicle is towed or booted in accordance with this Section, neither the Association nor any director, officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing or booting activity. The Association's right to tow or boot is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. Notwithstanding anything

to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

8.4. Pets. No Owner or Occupant may keep any pets other than a reasonable number of generally recognized household pets on any portion of the Community. No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose. Dogs must be kept on a leash and be under the physical control of a responsible person at all times while outdoors in unfenced areas. Dogs may not be left unattended while leashed or tethered to any post, tree, or object. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on a Lot without prior written ACC approval.

Feces left by any pet on the Common Property, on any Lot, or in any dwelling, including the pet owner's Lot or dwelling, or anywhere in the Community must be removed promptly by the owner of the pet or the person responsible for the pet. Fines may be imposed to enforce this provision.

No potbellied pigs may be brought into or kept in the Community at any time. No dog determined in the sole discretion of the Board to be a dangerous dog may be brought into or kept in the Community at any time by any Lot Owner, Occupant, or guest of an Owner or Occupant. Any pet which endangers the health of any Owner or Occupant of any Lot or which creates a nuisance or unreasonable disturbance, as may be determined in the Board's sole discretion, must be permanently removed from the Community upon seven (7) days written notice by the Board. If the Owner or Occupant fails to comply with such notice, the Board may remove the pet and/or obtain a court order requiring the Owner or Occupant to do so. Any pet which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any member of the community may be removed by the Board without prior notice to the pet's owner. All costs, including reasonable attorney's fees, associated with the removal of any pet which endangers the health of any Owner or Occupant of any Lot or which creates a nuisance or unreasonable disturbance or presents an immediate danger to the health, safety or property of any member of the Community, as may be determined in the Board's sole discretion, may be assessed against the Owner or Occupant as provided in Article VI, Section 6.3 of this Declaration.

Any Owner or Occupant who keeps or maintains any pet on any portion of the Community shall be deemed to have indemnified and agreed to hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Community.

8.5. Fences. No chain link fence or cyclone fences may be placed in the Community. All fences, including "invisible fences" for the confinement of pets, must first be approved by the ACC before the commencement of any installation of the fence. No fence on a Lot, including any electric fence or "invisible fence" for the confinements of pets, may be placed

farther forward toward the street on which a dwelling on the Lot fronts than the rear-most portion of the dwelling.

8.6. Window Treatments. Unless otherwise approved in writing by the Board, all windows in a dwelling that face toward the street shall have window treatments, and any portion of any window treatment in a dwelling that is visible from outside of the dwelling shall be white or off-white in color. Sheets, blankets, towels, flags, and other such items shall not be placed in any window or in way used as window treatments.

8.7. Antennas and Satellite Dishes. No transmission antenna of any kind may be erected anywhere in the Community without written approval of the ACC. No satellite dish, direct broadcast satellite (DBS) antenna, or multi-channel multi-point distribution service (MMDS) larger than one meter in diameter shall be placed, allowed, or maintained upon any portion of the Community, including a Lot. Satellite dishes and DBS and MMDS antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association authorized by the FCC, both as may be amended from time to time. Such items shall be installed in the least conspicuous location available on the Lot which permits reception of an acceptable signal. Except as provided by this Section, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors on any portion of the Community, whether attached to a home or structure or otherwise.

8.8. Abandoned Personal Property. Personal property is prohibited from being stored, kept, or allowed to remain for a period of more than twenty-four (24) hours upon any portion of the Common Property without prior written Board permission. Neither the Association nor any director, officer or agent thereof shall be liable to any Person for any claim of damage resulting from the removal and/or discard of the personal property after such twenty-four (24) hour period.

8.9. Use of Common Property. There shall be no obstruction of the Common Property, nor shall any vehicle or anything else be kept, parked or stored on any part of the Common Property without prior approval of the Board.

With prior written Board approval, and subject to any restrictions imposed by the Board, an Owner or Owners may reserve portions of the Common Property for use for a period of time as set by the Board. Any such Owner or Owners who reserve a portion of the Common Property hereunder shall assume, on behalf of himself/herself/themselves and his/her/their guests, Occupants and family, all risks associated with the use of the Common Property and all liability for any damage or injury to any person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use, unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees.

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

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

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

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

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

(e) Any conduct which creates any noxious or offensive odor at any time if such odor can be detected in a dwelling on any other Lot; or

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

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

8.11. Fireworks. The use of fireworks on the Common Property is prohibited.

8.12. Signs. Except as may be required by legal proceedings, no signs, advertising posters or billboards of any kind, including political and campaign signs, shall be erected, placed, or permitted to remain in the Community without the prior approval of the Board, except that two (2) professional security signs not to exceed ten inches (10") by ten inches (10") each in size may be displayed on a Lot or from within a dwelling on a Lot and one (1) professionally lettered "For Sale" sign not to exceed two feet (2') by two feet (2') in size may be displayed on a Lot. In addition, one (1) political sign not to exceed two feet (2') by two feet (2') may be displayed on a Lot two weeks prior to an election that the political sign pertains and must be removed the day after the election that the political sign pertains occurs. The Board shall have the right to erect reasonable and appropriate signs on the Common Property on behalf of the Association. The Board also shall have the authority to adopt regulations permitting temporary signs on Lots announcing open houses, births, birthdays or other events for limited periods of time. No "For Rent" or "For Lease" signs shall be permitted in the Community without the approval of the Board.

8.13. Rubbish, Trash, and Garbage. All rubbish, trash, and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate on a Lot or in a dwelling. Rubbish, trash, and garbage shall be disposed of in appropriate sealed bags and placed in proper receptacles for collection. The Board may establish rules and regulations regarding the storage location of trash bags, trash cans, and receptacles and the placement of same for pick-up.

8.14. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including, but not limited to, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community, except in a dwelling or garage with the garage door shut. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the dwelling.

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

8.16. Erosion Control. No activity which may create erosion or siltation problems anywhere in the Community shall be undertaken.

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

8.18. Garage Sales. No garage sale, yard sale, or similar activity shall be conducted in the Community without prior approval of the Board. The Board may additionally permit Community garage sale or yard sale days.

8.19. Landscaping. Except for responsibility for maintenance otherwise assumed by the Association including, without limitation, the maintenance of front lawns, which is exclusively reserved to the province of the Association, all Lots, Structures, landscaping and other improvements shall be the responsibility of the Owner. Sod shall be required from the front of the dwelling to the curb. Corner Lots shall require sod from the front of the dwelling to the curb of the street the dwelling faces, sod from the side of the dwelling facing any street or streets to the curb of such street or streets, and sod not less than thirty feet (30') from the rear of the dwelling to the back property line. Notwithstanding the above, upon request by an Owner, the ACC may approve a substitute for sod.

8.20. Tree Removal. No tree of any kind measuring six inches (6") or more in diameter at the base of the tree at the natural ground elevation shall be removed without prior approval of the ACC.

8.21. Driveways. All driveways shall be construed of concrete, unless otherwise approved by the ACC. All driveways shall be a minimum of nine feet (9') in width.

8.22. Mailboxes. Mailboxes shall be a uniform standard consistent with the Community-Wide Standard as determined by the Board.

8.23. Pools. No above ground pool may be permitted; provided, however, temporary child pools not exceeding eight feet (8') in diameter and eighteen inches (18") in height may be permitted in the backyard of a Lot behind the dwelling. All pools, hot tubs, and spas (other than such described child pools) must be approved by the ACC prior to installation.

8.24. Clotheslines. No outside clothesline shall be permitted.

8.25 Recreational Equipment. Recreational and playground equipment should not be placed on any Lot which is visible from the street abutting such Lot.

8.26 Accessory Structures. A detached accessory structure may be placed on a Lot to be used for a playhouse, a swimming pool, tennis court, a tool shed, a mailbox, a dog house or a garage, a garage may also be an attached accessory structure. Such accessory structures shall conform in exterior design and quality to the dwelling on the same Lot. With the exception of a garage that is attached to a dwelling, an accessory structure placed on a Lot shall be located only behind the dwelling as such dwelling fronts on the street abutting such Lot. Such accessory structures shall also be located with such side and rear setback lines as may be required herein or by applicable zoning law. The ACC shall have the right to approve or disapprove the plans and specifications for any accessory structure to be erected on any Lot, and construction of any accessory structure may not be commenced until complete final plans and specifications shall have been submitted to and approved in writing by the ACC in accordance with the provisions of these covenants.

8.27 Unmanned Aircraft Systems/Drones. The use of drones and other unmanned aircraft systems poses safety and privacy risks within the Community. The use of drones and other unmanned aircraft systems within the Community is prohibited unless approved in writing by the Board of Directors.

ARTICLE IX

LEASING

In order to protect the equity of the individual Owners within the Community, to carry out the purpose for which the Community was formed by preserving the character of the Community as a residential property of predominantly owner-occupied homes, to prevent the Community from assuming the character of a renter-occupied complex, and to comply with any eligibility criteria for mortgages, including mortgages on the secondary mortgage market, insofar as such criteria provide that the Community be substantially owner-occupied, leasing of Lots shall be governed by the restrictions imposed by this Article.

9.1. Prohibition. Except as provided herein, the leasing of Lots is hereby prohibited.

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

9.3. General. Any Owner who desires to lease such Owner's Lot may do so only if the Owner has applied for and received from the Board of Directors either a "Leasing Permit" or a "Hardship Leasing Permit." Such a permit, upon its issuance, will allow an Owner to lease his or her Lot provided that such leasing is in strict accordance with the terms of the permit and this Article. The Board of Directors shall have the authority to establish conditions as to the duration and use of such permits consistent with this Article. All permits shall be valid only as to a specific Lot Owner and Lot and shall not be transferable between either Lots or Lot Owners.

9.4. Leasing Permits. An Owner's request for a Leasing Permit shall be approved if current, outstanding Leasing Permits have not been issued for more than fifteen percent (15%) of the total number of Lots. A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (1) the sale or transfer of the Lot to a third party (excluding sales or transfers to an Owner's spouse, domestic partner, or a corporation, partnership, company, or legal entity in which the Owner is a principal); (2) the failure of a Lot Owner to lease his or her Lot within six months of the Leasing Permit having been issued; (3) the failure of a Lot Owner to have his or her Lot leased for any consecutive six month period thereafter; or (4) the occurrence

of the date referenced in a written notification by the Owner to the Association that the Owner will, as of said date, no longer need the Leasing Permit.

If current Leasing Permits have been issued for fifteen percent (15%) of the total number of Lots, no additional Leasing Permits shall be issued (except for Hardship Leasing Permits, as set forth below) until the number of outstanding current Leasing Permits falls below fifteen percent (15%) of the total number of Lots. Owners who have been denied a Leasing Permit shall automatically be placed on a waiting list for a Leasing Permit and shall be issued a Leasing Permit if they so desire when the number of current outstanding Leasing Permits issued falls to less than fifteen percent (15%) of the total number of Lots. The issuance of a Hardship Leasing Permit to an Owner shall not cause the Owner to be removed from the waiting list for a Leasing Permit.

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

9.6. Leasing Provisions. Leasing which is authorized, pursuant to permit, hereunder shall be governed by the following provisions:

(a) Notice. At least seven (7) days prior to entering into the lease of a Lot, the Owner shall provide the Board of Directors with a copy of the proposed lease and such other information as the Board may reasonably require. The Board may approve or disapprove the form of said lease. In the event a lease form is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease form into compliance with the Declaration, any rules and regulations adopted pursuant thereto, and any criteria determined by the Board. Within ten (10) days from the execution of the lease by both parties, the Owner shall provide the Board with a copy of the executed lease and the names, phone numbers, and email addresses of the lessees.

(b) General. Lots may be leased only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Lots or assignment of leases unless approved in writing by the Board. All leases shall be for a period of at least six (6) months, and the Owner may request an extension or extensions from the Board for six (6) month periods. The Lot

Owner must provide the tenant copies of the Declaration, Bylaws, and Association rules and regulations.

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

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

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

(ii) Compliance with Declaration, Bylaws, and Rules and Regulations. Lessee shall abide by and comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other occupants and guests in order to insure compliance with the foregoing. Lessee acknowledges that the violation by lessee or any occupant living with lessee of any provision of the Declaration, Bylaws, or rules

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

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

(iii) Use of Common Property. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property, including, but not limited to, the use of any and all recreational facilities and other amenities.

9.7. Applicability of this Article (Grandfathering of Existing Leases). Leases existing on the Effective Date of this Declaration shall not be subject to the terms of this Article, except Section 9.6 of this Article, and such leases may continue in accordance with the terms of the Original Declaration as it existed prior to the Effective Date of this Declaration and Section 9.6 of this Article; provided, however, the following: (1) any assignment, extension, renewal, or modification of any lease agreement, including, but not limited to, changes in the terms or duration of occupancy, shall be considered a termination of the old lease and commencement of a new lease which must comply with this Article; and (2) any Owner of a Lot which is leased on the Effective Date of this Declaration must, within forty-five (45) days of such date, notify the

Board of Directors in writing that the Owner's Lot is leased and provide a copy of the lease agreement in effect to the Board of Directors. Failure to provide such notice and written lease agreement to the Board shall disqualify the Owner from this grandfathering provision.

ARTICLE X

MAINTENANCE RESPONSIBILITY

10.1. Association's Responsibility. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping, grass areas, private streets, paving and other improvements situated on the Common Property. The Association shall also maintain and keep in good repair all water and sewer pipes or facilities which serve only the Common Property, to the extent that such pipes and facilities are not maintained by public, private, or municipal utility companies. The Association shall maintain the detention/retention ponds and entry areas that serve the Community. Such maintenance shall be performed consistent with this Declaration and the Community Wide Standard established pursuant hereto.

The Association shall also maintain and keep in good repair all landscaping installed by or on behalf of the Declarant or the Association within the Community, whether located on a Lot or Common Property, which shall consist of and be limited to: (i) mowing, edging, weeding, trimming, and keeping any planting beds in good condition and free of weeds; (ii) replacement of any dead vegetation; (iii) twice-yearly replacement of pine straw; and (iv) the adjustment and setting of the irrigation system and its automatic timers.

The Association's maintenance of the Lots shall specifically exclude the following, all of which shall be the responsibility of the Owner of the Lot: (i) watering of all landscaping located on the Lot and paying for all costs connected therewith; (ii) any irrigation system and all components of same located on the Lot and serving such Lot, including, but not limited to winterization of the irrigation system; provided, however, the Association shall maintain all pipes, lines, conduits or other apparatus that provide water, gas, electricity, or other utility to the Community's entrance features, whether located on a Lot or the Common Property; (iii) any hardscape improvements or items contained on the Owner's Lot that may be permitted by the terms of this Declaration, and all other structures and improvements thereon, including but not limited to driveways, walkways, steps, front stoops, front walks, decks and deck surfaces, patios and patio surfaces and landscaping within any patio, planter, or courtyard, if any; (iv) the grading of the Lot; (v) any additional landscaping installed by or on behalf of an Owner; (vi) tree roots, including, but not limited to, tree roots entering into or otherwise affecting a pipe, line, conduit, structure, or other apparatus serving only one (1) Lot; and (vii) foundations and footings of any dwelling located on a Lot, including waterproofing.

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Property or any other area within the Community by an Owner or Occupant which is the Association's responsibility hereunder (including, but not limited to landscaping) shall be performed at the sole expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair. Additionally, in the event an Owner or Occupant performs such maintenance or repair, the Association may require the Owner or Occupant to restore such property to substantially the same condition as it existed prior to such maintenance or repair or may fine the Owner or Occupant in accordance with the terms of this Declaration.

The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Lot, or any other Person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Community or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to the Owner of any Lot or such Owner's Occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of portion of the Community. The Association shall not be liable to any Owner, or any Owner's Occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Article where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

If the Board determines that the need for maintenance or repair is in the Area of Common Responsibility and is caused through the actions or inactions of any Owner or Occupant, or his or her family, guests, lessees or invitees, then the Association may assess the cost of any such work against the Owner's Lot.

10.2. Owner's Responsibility. Except as specifically provided in Section 10.1 above, each Owner shall maintain and keep in good repair, condition, and order the Owner's Lot, dwelling and all structures located on such Owner's Lot, including any pipe, line, conduit, or apparatus that serves only such Owner's Lot, whether located on such Owner's Lot or not. Without limiting the generality of the foregoing, each Owner is specifically responsible for: (i) watering of all landscaping located on the Lot and paying for all costs connected therewith; (ii) any irrigation system and all components of same located on the Lot and serving such Lot, including, but not limited to winterization of the irrigation system; provided, however, the Association shall maintain all pipes, lines, conduits or other apparatus that provide water, gas, electricity, or other utility to the Community's entrance features, whether located on a Lot or the

Common Property; (iii) any hardscape improvements or items contained on the Owner's Lot that may be permitted by the terms of this Declaration, and all other structures and improvements thereon, including but not limited to driveways, walkways, steps, front stoops, front walks, decks and deck surfaces, patios and patio surfaces and landscaping within any patio, planter, or courtyard, if any; (iv) the grading of the Lot; (v) any additional landscaping installed by or on behalf of an Owner; (vi) tree roots, including, but not limited to, tree roots entering into or otherwise affecting a pipe, line, conduit, structure, or other apparatus serving the Owner's Lot; and (vii) foundations and footings of any dwelling located on the Owner's Lot, including waterproofing.

In the event the Owner installs any additional landscaping anywhere on such Owner's Lot, the Owner and the Owner's successors, successors-in-title, and assigns, shall be responsible for the maintenance, repair, and replacement of such additional landscaping. All Owners must comply with Article VII of this Declaration prior to installing any additional landscaping.

Such maintenance shall be performed consistent with this Declaration and the Community Wide Standard established pursuant hereto. Each Owner shall perform the Owner's responsibility hereunder in such manner so as not to unreasonably disturb other Lot Owners. In performance of such maintenance responsibilities hereunder, the Owner shall comply with all other provisions of this Declaration, including, but not limited to, Article VII of this Declaration.

10.3. Failure to Maintain. If the Board determines that any Owner has failed or refused to discharge properly the Owner's obligation with regard to the maintenance as provided in this Article, then, except in the case of an emergency as determined in the sole discretion of the Board, the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense.

The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board. Unless the Board determines that an emergency exists, the Owner shall have ten (10) days within which to complete the maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days and diligently pursue completion of such repair or replacement. If the Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as herein provided, then the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be an assessment and lien against the Owner and the Lot.

If, during the course of performing such maintenance, the Association discovers that maintenance, repair, or replacement is required of an item which is the Owner's responsibility, and such maintenance, repair, or replacement must be performed for the Association to properly complete its maintenance project, then the Association may perform such work on behalf of the Owner and at the Owner's expense without prior notice to the Owner.

In the event the Board exercises such self-help as provided herein, and in the event further self-help based upon the same or a substantially similar violation is deemed necessary by the Board within the following six (6) months, the Board may exercise such self-help without further notice to the Owner, and all costs shall be an assessment and lien against the Owner and the Lot.

The Board may alternatively enforce this Article through monetary fines against the Owner or Occupant of the Lot, and each day the maintenance, repair, or replacement is not completed shall constitute a separate violation for which fines may be assessed on a daily basis.

10.4. Maintenance Standards and Interpretation. The Board of Directors, in its discretion, may determine schedules of maintenance and repair for the Common Property, and may do so based on the availability of funds for performance of such projects. The Board shall attempt to determine and prioritize schedules based on its opinion of severity of damage and need for corrective work or maintenance. Maintenance and repairs which are part of the Association's responsibility need not be made upon Owner request if, in the Board's discretion, an emergency condition does not exist and such maintenance or repair is included or is to be included within the Board's schedule of maintenance or repairs.

The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary from one term of the Board to another. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this Article. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board.

ARTICLE XI

EASEMENTS

11.1. Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Lot and such portion or portions of the Common Property adjacent thereto or as between adjacent Lots due to trees or the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Property or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point. Any improvement constructed, reconstructed or altered in violation of this Declaration shall not have a reciprocal appurtenant easement for encroachment and overhang.

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

(a) the right of the Association to charge reasonable admission and other fees for the use of any portion of the Common Property, to limit the number of guests of Lot Owners and tenants who may use the Common Property, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, the Owner's family, tenants, guests, and invitees;

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

(c) the right of the Association to borrow money as may be set forth in the Bylaws; provided, however, the lien and encumbrance of any such mortgage given by the Association against the Common Property shall be subject and subordinate to any rights, interests, options, easements, and privileges herein reserved or established for any Lot or Lot Owner;

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

(e) the right of the Board of Directors to convey all or a portion of the Common Property to any Person upon the written approval of at least two-thirds (2/3) of the total vote of the Association membership.

Any Lot Owner may delegate the Owner's right of use and enjoyment in and to the Common Property and facilities located thereon to the members of the Owner's family, or to the Owner's tenants and guests, and shall be deemed to have made a delegation of all such rights to the Occupants of the Owner's Lot if leased.

11.3. Easement for Entry. The Association shall have an easement to enter onto any Lot for emergency, security, safety, and for other purposes reasonably necessary for the proper maintenance and operation of the Community, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after notice to the Owner or Occupant. This right of entry shall include the right of the Association to enter a Lot to cure any violation of the Declaration, Bylaws, or rules and regulations of the Association and any condition which may increase the possibility of a fire or other hazard in the event that an Owner fails or refuses to cure the condition upon request by the Board. No entry into a dwelling shall be permitted without the expressed consent of the Owner.

11.4. Easement for Entrance Sign and Landscaping. The Association shall have an easement over any portion of a Lot on which any entrance feature, including, but not limited to, the Community sign and landscaping, are located. The Association shall be solely liable for the maintenance, repair and replacement of the entrance features, landscaping, and annual flowers. Any and all entrance features and landscaping shall remain the personal property of the Association and shall not be realty. The Association shall additionally have an easement for the installation and maintenance of utility and water lines across the Lot to the entrance features.

ARTICLE XII

SALE OF LOTS

12.1. Grantor's Obligation for Notice. A Lot Owner intending to make a transfer or sale of a Lot or any interest in a Lot shall give the Board written notice of such intention within seven (7) days after execution of the transfer or sales documents. The Owner shall furnish the Board, as part of the notice, the name and address of the intended grantee and such other information as the Board may reasonably require. This Article shall not be construed to create a right of first refusal in the Association or in any third party.

12.2. Grantee's Obligation for Notice. Within seven (7) days after receiving title to a Lot, the grantee of the Lot shall give the Board written notice of such ownership of the Lot. Upon failure of a Owner to give the required notice within the seven (7) day period provided herein, the Board may levy a fine against the Lot and Owner thereof, and assess the Owner for all costs incurred by the Association in determining the Owner's identity.

ARTICLE XIII

INSURANCE

13.1. Hazard Insurance on Common Property. The Association's Board or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Property. The insurance shall include fire and extended coverage, including coverage for vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

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

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

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

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

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

(c) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

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

(e) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies should be reviewed annually by one or more qualified persons.

(f) The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Board, the Association's manager, if any, the Owners and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash; and

(iii) that no policy may be canceled or substantially modified or subjected to nonrenewal without at least thirty (30) days prior written notice to the Association.

13.5. Individual Lot Owner Insurance. Each Owner shall carry blanket all-risk casualty insurance, if reasonably available, or if not reasonably available, fire and extended coverage, on the

Owner's Lot and structures constructed thereon meeting the same requirements as set forth in this Article for insurance on the Common Property. Each Owner further covenants and agrees that, in the event of damage and destruction of structures on his Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration, unless a determination not to rebuild is made by the Lot Owner in cases of substantial damage or destruction. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds. If the structure is totally destroyed and a determination is made not to rebuild or to reconstruct, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction, and thereafter the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with the Community-Wide Standard.

ARTICLE XIV

REPAIR AND RECONSTRUCTION

14.1. Common Property. In the event of damage to or destruction of all or any part of the Common Property insured by the Association as a result of fire or other casualty, unless eighty percent (80%) of the Lot Owners vote not to proceed with the reconstruction and repair of the structure, the Board or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the damaged part of the Common Property.

14.2. Cost Estimates. Immediately after a fire or other casualty causing damage to the Common Property, the Board shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures (including any damaged Lot) to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary.

14.3. Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, a special assessment shall be made against all of the Lot Owners without the necessity of a vote of the members or compliance with Article VI, Section 6.6 above. If, after repair and reconstruction is completed, there is a surplus of funds, such funds shall be common funds of the Association to be used as directed by the Board.

14.4. Damage to or Destruction of Dwellings on Lots. In the event of damage to or destruction of structures on a Lot, the Owner shall proceed promptly to repair or to reconstruct

the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article VII above, unless a determination not to rebuild is made by the Lot Owner in cases of substantial damage or destruction. If the structure is substantially destroyed and a determination is made not to rebuild or to reconstruct, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction, and, thereafter, the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with the Community-Wide Standard.

ARTICLE XV

MORTGAGEE'S RIGHTS

15.1. Foreclosure. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Lot obtains title pursuant to judicial or non-judicial foreclosure of the first Mortgage, it shall not be liable for assessments or charges by the Association chargeable to such Lot which became due prior to such acquisition of title. Such acquirer shall be responsible for all charges accruing subsequent to the passage of title.

15.2. Eligible Mortgage Holder. A Mortgage Holder shall become an Eligible Mortgage Holder if the Mortgage Holder provides to the Association in writing its name, address, and phone number, as well as the address of the Lot and name of the Lot Owner to which it holds a Mortgage; provided, however, a settlement statement (HUD-1) from a closing shall not be sufficient information to enable a Mortgage Holder to become an Eligible Mortgage Holder. Upon becoming an Eligible Mortgage Holder, an Eligible Mortgage Holder shall be entitled to timely written notice of the following:

(a) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a first Mortgage held by such Eligible Mortgage Holder which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Owner of any other obligation under this Declaration which is not cured within sixty (60) days; or

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

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

15.4. Non-Impairment. Notwithstanding anything to the contrary herein contained, the provisions of this Declaration governing sales and leases shall not apply to impair the right of any

first Mortgagee to: (i) foreclose or take title to a Lot pursuant to remedies contained in its Mortgage; (ii) take a deed or assignment in lieu of foreclosure; or (iii) sell, lease, or otherwise dispose of a Lot acquired by the Mortgagee.

ARTICLE XVI

AMENDMENTS

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

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the owners, may amend the Declaration to comply with any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA").

Any action to challenge the validity of this Declaration or an amendment adopted under this Article must be brought within one (1) year of the recording of same in the Cobb County, Georgia land records. No action to challenge this Declaration or any such amendment may be brought after such time.

ARTICLE XVII

GENERAL PROVISIONS

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

(a) Fines and Suspensions of Use. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Lot, for any violation of the Declaration, Bylaws, or any Association rules and regulations. The Board shall further have the power to suspend the use of any Common Property for any violation of the Declaration, Bylaws, or any Association rules and regulations. If any Occupant violates the Declaration, Bylaws or Association rules and regulations and a fine is imposed, the fine may be imposed against the Owner and/or Occupant. The Board may establish and promulgate a fining schedule.

The Board shall not impose a fine or suspend the right to use the Common Property, unless and until the Board has sent or delivered written notice to the Owner or Occupant as provided herein.

(i) Notice. If any provision of the Declaration or Bylaws or any Association rule or regulation is violated, the Board shall send the violating Owner or Occupant written notice identifying the violation and fine and/or suspension being imposed and advising the Owner or Occupant of the right to request a hearing before the Board to contest the violation or the fine and/or suspension or to request reconsideration of the fine and/or suspension. Fines and suspensions may not become effective until at least ten (10) days from the date of the notice (which time shall be extended as provided below in the event the Owner or Occupant requests and attends a hearing of the Board). In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per day basis without further notice to the Owner or Occupant.

(ii) Hearing. If a written request for a hearing is received from the Owner or Occupant within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a Board meeting as a hearing affording the Owner or Occupant a reasonable opportunity to be heard, and no fines shall be imposed until after the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time. Failure to request a timely hearing as provided herein shall result in loss of the right to challenge and request reconsideration of the fines or suspension.

(b) Suspension of Voting. A member's right to vote shall automatically be suspended during any period in which a member is more than thirty (30) days delinquent on any assessment or charge or during any period in which the member is in violation of the Declaration. The Association shall not be required to provide any notice to such member that the member's voting rights have been automatically suspended.

(c) Abatement and Self-Help. The Board or its designee may enter upon a Lot to exercise self-help in order to remove or abate any violation thereon of the Declaration; provided, however, the Board shall first provide the Owner of the Lot ten (10) days notice of the Board's intention to enter the Owner's Lot and provide the Owner with an opportunity to remove or abate the violation, provided further, such notice shall not be required if the Board determines that an emergency exists. All costs of self-help or of otherwise enforcing the Declaration, Bylaws or Association rules, including reasonable attorney's fees actually incurred, shall be assessed against the Owner, Occupant and/or Lot subject to the violation.

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

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

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

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

17.3. Security. The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety in the Community; however, each Owner, for itself, himself or herself and its, his or her tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security in the Community. It shall be the responsibility of each Owner to protect its, his or her person and property and all responsibility to provide security shall lie solely with each Lot Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

17.4. Dispute Resolution. Any Lot Owner or Occupant must give written notice to the Board requesting a hearing with the Board and attend such hearing to discuss amicable resolution of any dispute against the Association before that Owner or Occupant files any lawsuit against the Association, the Board, or any officer or director, or any agent of same. The Owner or Occupant shall, in such notice and at the hearing, make a good faith effort to explain the grievance and resolve the dispute in an amicable fashion, and shall give the Association a reasonable opportunity to address the Owner's or Occupant's grievance before filing suit. Upon receiving a request for a hearing, the Association shall give notice of the date, time, and place of the hearing to the Person requesting the hearing. The Association shall schedule the hearing for a date not less than seven (7) nor more than twenty-one (21) days from the date of receipt of the notice of hearing from the Person requesting the hearing.

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

17.6. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to

which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

17.7. Eminent Domain. If all or any part of the Common Property shall be taken or conveyed in lieu of or under threat of condemnation by any authority having power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. If the taking involves a portion of the Common Property on which improvements have been constructed, then, unless within one hundred and eighty (180) days after such taking at least seventy-five percent (75%) of the total number of Owners shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining Common Property to the extent land is available therefor.

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

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

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

17.11. Preparer. This Declaration was prepared by Joseph C. Larkin, Lueder, Larkin & Hunter, LLC, 5900 Windward Parkway, Suite 390, Alpharetta, Georgia 30005.

This 26th day of August, 2006.

CENTENNIAL COMMONS HOMEOWNERS ASSOCIATION, INC.

Donald L. Roach Jr
Signature of President

Print Name: Donald L. Roach Jr

Sworn to and subscribed before me this 26 day of August, 2006

Witness: Deborah Carrigano

Elaine Drake

Notary Public

MY COMMISSION EXPIRES
JULY 23 2019

Shirley R Cox
Signature of Secretary

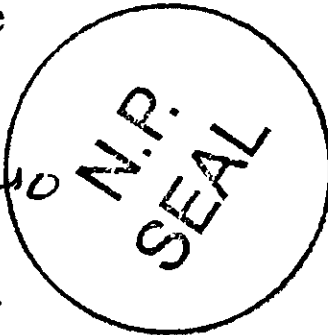
Print Name: SHIRLEY L. COX

Sworn to and subscribed before me this 26 day of August, 2006

Witness: Deborah Carrigano

Elaine Drake

Notary Public



MY COMMISSION EXPIRES
JULY 23 2019

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 14 OF THE 20th DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA AND LAND LOTS 1269 AND 1270 OF THE 21st DISTRICT, 2nd SECTION, COBB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 1270 OF THE 21st DISTRICT, 2nd SECTION, COBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LAND LOT 1270 WHICH IS THE TRUE POINT OF BEGINNING; THENCE RUNNING ALONG THE EAST LAND LOT LINE OF LAND LOT 1270 S00°32'15"E A DISTANCE OF 473.20 FEET TO AN IRON PIN FOUND; THENCE LEAVING THE EAST LAND LOT LINE OF LAND LOT 1270 S89°41'34"W A DISTANCE OF 709.76 FEET TO AN IRON PIN SET; THENCE RUNNING N00°11'49"W A DISTANCE OF 374.83 FEET TO AN IRON PIN SET; THENCE RUNNING S89°27'08"W A DISTANCE OF 396.63 FEET TO AN IRON PIN SET ON THE SOUTHEAST RIGHT-OF-WAY OF WOODSTOCK ROAD (VARIABLE R/W); THENCE RUNNING ALONG THE SOUTHEAST RIGHT OF WAY OF WOODSTOCK ROAD N25°07'08"E A DISTANCE OF 110.75 FEET TO AN IRON PIN FOUND ON THE NORTH LAND LOT LINE OF LAND LOT 1270; THENCE LEAVING SAID RIGHT OF WAY OF WOODSTOCK ROAD RUNNING ALONG THE NORTH LAND LOT LINE OF LAND LOT 1270 N89°41'34"E A DISTANCE OF 1,056.22 FEET TO AN IRON PIN FOUND AT THE NORTHEAST CORNER OF LAND LOT 1270 AND THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 8.54 ACRES, MORE OR LESS, AND BEING DESIGNATED AS TRACT #1, AS PER PLAT OF SURVEY ENTITLED, "SURVEY FOR OLD WOODSTOCK, L.L.C., DATED MAY 3, 2001, PREPARED BY SOUTHERN SURVEYING & MAPPING COMPANY, INC., THOMAS M. GINN, SR., GEORGIA REGISTERED LAND SURVEYOR NO. 1549, A COPY OF WHICH SAID SURVEY IS BEING ATTACHED HERETO AS EXHIBIT "A-1" AND INCORPORATED HEREIN BY THIS REFERENCE THERETO.

TRACT 2

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 1270 OF THE 21st DISTRICT, 2nd SECTION, COBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, BEGIN AT THE NORTHEAST CORNER OF LAND LOT 1270; THENCE RUNNING ALONG THE EAST LAND

LOT LINE OF LAND LOT 1270 S00°32'15"E A DISTANCE OF 473.20 FEET TO AN IRON PIN FOUND; THENCE LEAVING THE EAST LAND LOT LINE OF LAND LOT 1270 S89°41'34"W A DISTANCE OF 709.76 FEET TO AN IRON PIN SET AND THE TRUE POINT OF BEGINNING; THENCE RUNNING S89°35'23"W A DISTANCE OF 527.09 FEET TO AN IRON PIN FOUND ON THE EAST RIGHT-OF-WAY OF OLD WOODSTOCK ROAD (VARIABLE RIGHT OF WAY); THENCE RUNNING ALONG THE EAST RIGHT-OF-WAY OF OLD WOODSTOCK ROAD N06°32'23"E A DISTANCE OF 132.30 FEET TO AN IRON PIN SET AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF OLD WOODSTOCK ROAD AND THE SOUTHEAST RIGHT OF WAY OF WOODSTOCK ROAD (VARIABLE RIGHT OF WAY); THENCE RUNNING ALONG THE SOUTHEAST RIGHT-OF-WAY OF WOODSTOCK ROAD N25°07'08"E A DISTANCE OF 268.80 FEET TO AN IRON PIN SET; THENCE LEAVING THE SAID RIGHT OF WAY OF WOODSTOCK ROAD AND RUNNING N89°27'08"E A DISTANCE OF 396.63 FEET TO AN IRON PIN SET; THENCE S00°11'49"E A DISTANCE OF 374.83 FEET TO AN IRON PIN SET AND THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 4.10 ACRES, MORE OR LESS, AND BEING DESIGNATED AS TRACT #2 AS PER PLAT OF SURVEY ENTITLED, "SURVEY FOR OLD WOODSTOCK, L.L.C., DATED MAY 3, 2001, PREPARED BY SOUTHERN SURVEYING & MAPPING COMPANY, INC., THOMAS M. GINN, SR., GEORGIA REGISTERED LAND SURVEYOR NO. 1549, A COPY OF WHICH SAID SURVEY IS BEING ATTACHED HERETO AS EXHIBIT "A-1" AND INCORPORATED HEREIN BY THIS REFERENCE THERETO.

TRACT 3

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 1270 OF THE 21ST DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, BEGIN AT THE NORTHEAST CORNER OF LAND LOT 1270; THENCE RUNNING ALONG THE EAST LAND LOT LINE OF LAND LOT 1270 S00°32'15"E A DISTANCE OF 473.20 FEET TO AN IRON PIN FOUND AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EAST LAND LOT LINE OF LAND LOT 1270 RUNNING S00°15'57"E A DISTANCE OF 47.77 FEET TO AN IRON PIN SET; THENCE LEAVING SAID LAND LOT LINE AND RUNNING S89°41'34"W A DISTANCE OF 172.19 FEET TO AN IRON PIN SET; THENCE RUNNING ALONG A HALF CIRCLE CURVE CONVEX TO THE SOUTH HAVING AN ARC DISTANCE OF 157.08 FEET (RADIUS OF 50.00 FEET, DELTA ANGLE OF 180.00°00'00", CHORD DISTANCE OF 100.00 FEET AND A CHORD BEARING OF S89°41'34"W) TO AN IRON PIN SET; THENCE RUNNING S89°41'34"W A DISTANCE OF 416.30 FEET TO AN IRON PIN SET; THENCE RUNNING S46°46'37"W A DISTANCE OF 29.29 FEET TO AN IRON PIN SET; THENCE RUNNING S03°51'38"W A DISTANCE OF 104.24 FEET TO AN IRON PIN SET;

THENCE RUNNING ALONG A CURVE TO THE LEFT WITH AN ARC DISTANCE OF 90.50 FEET (RADIUS OF 130.00 FEET, DELTA ANGLE OF 39°53'18", CHORD DISTANCE OF 88.69 FEET AND A CHORD BEARING OF S16°05'01"E) TO AN IRON PIN SET; THENCE RUNNING N88°43'01"W A DISTANCE OF 572.31 FEET TO AN IRON PIN FOUND ON THE EAST RIGHT OF WAY OF OLD WOODSTOCK ROAD (VARIABLE RIGHT-OF-WAY); THENCE RUNNING ALONG THE EAST RIGHT OF WAY OF OLD WOODSTOCK ROAD N06°30'04"E A DISTANCE OF 241.90 FEET TO AN IRON PIN FOUND; THENCE LEAVING SAID RIGHT-OF-WAY RUNNING N89°35'23"E A DISTANCE OF 527.09 FEET TO AN IRON PIN SET; THENCE RUNNING N89°41'34"E A DISTANCE OF 709.76 FEET TO AN IRON PIN FOUND ON THE EAST LAND LOT LINE OF LAND LOT 1270 AND THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 3.95 ACRES, MORE OR LESS, AND BEING DESIGNATED AS TRACT #3, AS PER PLAT OF SURVEY ENTITLED, "SURVEY FOR OLD WOODSTOCK, L.L.C., DATED MAY 3, 2001, PREPARED BY SOUTHERN SURVEYING & MAPPING COMPANY, INC., THOMAS M. GINN, SR., GEORGIA REGISTERED LAND SURVEYOR NO. 1549, A COPY OF WHICH SAID SURVEY IS BEING ATTACHED HERETO AS EXHIBIT "A-1" AND INCORPORATED HEREIN BY THIS REFERENCE THERETO.

TRACT 5

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 1269 AND 1270 OF THE 21ST DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA AND LAND LOT 14 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LAND LOT 1270 WHICH IS THE TRUE POINT OF BEGINNING; THENCE RUNNING ALONG THE NORTH LAND LOT LINE OF LAND LOT 1269 S89°33'14"E A DISTANCE OF 796.47 FEET TO AN IRON PIN FOUND; THENCE CONTINUING ALONG SAID LAND LOT LINE RUNNING N88°40'12"E A DISTANCE OF 524.66 FEET TO AN IRON PIN FOUND AT THE NORTHEAST CORNER OF LAND LOT 1269; THENCE RUNNING ALONG THE EAST LAND LOT LINE OF LAND LOT 1269 S00°56'37"W A DISTANCE OF 409.13 FEET TO AN IRON PIN FOUND; THENCE CONTINUING ALONG SAID EAST LAND LOT LINE RUNNING S00°56'41"W A DISTANCE OF 408.08 FEET TO AN IRON PIN SET ON THE NORTHWEST D.O.T. RIGHT OF WAY; THENCE LEAVING THE EAST LAND LOT LINE OF LAND LOT 1269 S51°59'15"W A DISTANCE OF 357.95 FEET TO A CONCRETE MONUMENT; THENCE CONTINUING ALONG SAID D.O.T. RIGHT OF WAY SOUTH 45°22'26" WEST A DISTANCE OF 533.98 FEET TO A CONCRETE MONUMENT; THENCE CONTINUING ALONG SAID D.O.T. RIGHT OF WAY RUNNING ALONG A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 1,462.33 FEET (RADIUS OF 980.17 FEET, DELTA ANGLE OF 85°28'49", CHORD DISTANCE OF 1,330.43

FEET AND A CHORD BEARING OF S87°56'58"W) TO A CONCRETE MONUMENT LOCATED AT THE INTERSECTION OF THE SAID NORTHWEST D.O.T. RIGHT OF WAY AND THE NORTHEAST RIGHT OF WAY OF INTERSTATE HIGHWAY 75 (VARIABLE RIGHT-OF-WAY); THENCE ALONG THE NORTHEAST RIGHT OF WAY OF INTERSTATE HIGHWAY 75 RUNNING N48°57'14"W A DISTANCE OF 803.65 FEET TO A CONCRETE MONUMENT LOCATED AT THE INTERSECTION OF SAID NORTHEAST RIGHT OF WAY OF INTERSTATE HIGHWAY 75 AND THE EAST RIGHT-OF-WAY OF OLD WOODSTOCK ROAD (VARIABLE RIGHT-OF-WAY); THENCE RUNNING ALONG THE EAST RIGHT OF WAY OF OLD WOODSTOCK ROAD N08°26'07"E A DISTANCE OF 207.69 FEET TO AN IRON PIN FOUND; THENCE LEAVING THE EAST RIGHT OF WAY OF OLD WOODSTOCK ROAD AND RUNNING S88°43'01"E A DISTANCE OF 674.86 FEET TO AN IRON PIN FOUND; THENCE RUNNING N81°55'13"E A DISTANCE OF 143.05 FEET TO AN IRON PIN FOUND; THENCE RUNNING N89°36'31"E A DISTANCE OF 449.03 FEET TO AN IRON PIN FOUND ON THE WEST LAND LOT LINE OF LAND LOT 1269; THENCE RUNNING ALONG THE WEST LAND LOT LINE OF LAND LOT 1269 N00°15'57"W A DISTANCE OF 239.87 FEET TO AN IRON PIN SET; THENCE CONTINUING ALONG SAID WEST LAND LOT LINE RUNNING N00°32'15"W A DISTANCE OF 473.20 FEET TO AN IRON PIN LOCATED AT THE NORTHWEST CORNER OF LAND LOT 1269 AND THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 60.80 ACRES, MORE OR LESS, AND BEING DESIGNATED AS TRACT #5, AS PER PLAT OF SURVEY ENTITLED, "SURVEY FOR OLD WOODSTOCK, L.L.C., DATED MAY 3, 2001, PREPARED BY SOUTHERN SURVEYING & MAPPING COMPANY, INC., THOMAS M. GINN, SR., GEORGIA REGISTERED LAND SURVEYOR NO. 1549, A COPY OF WHICH SAID SURVEY IS BEING ATTACHED HERETO AS EXHIBIT "A-1" AND INCORPORATED HEREIN BY THIS REFERENCE THERETO.

TRACT 6

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 1269 AND 1270 OF THE 21ST DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, AND LAND LOT 14 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, START AT THE NORTHEAST CORNER OF LAND LOT 1269; THENCE RUNNING ALONG THE EAST LAND LOT LINE OF LAND LOT 1269 S00°56'37"E A DISTANCE OF 817.21 FEET TO AN IRON PIN SET AT THE INTERSECTION OF THE NORTHWEST D.O.T. RIGHT OF WAY AND THE EAST LAND LOT LINE OF LAND LOT 1269 AND BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EAST LAND LOT LINE OF LAND LOT 1269 RUNNING S00°56'41"W A DISTANCE OF 482.83 FEET TO AN IRON PIN SET AT THE INTERSECTION OF SAID LAND LOT

LINE AND THE SOUTHEAST D.O.T. RIGHT OF WAY; THENCE LEAVING SAID LAND LOT LINE AND RUNNING ALONG THE SOUTHEAST D.O.T. RIGHT OF WAY $S39^{\circ}11'07''W$ A DISTANCE OF 448.29 FEET TO A CONCRETE MONUMENT, THENCE CONTINUING ALONG SAID SOUTHEAST RIGHT-OF-WAY RUNNING ALONG A CURVE TO THE LEFT WITH AN ARC DISTANCE OF 970.57 FEET (RADIUS OF 970.92 FEET, DELTA ANGLE OF $57^{\circ}16'31''$, CHORD DISTANCE OF 930.66 FEET AND A CHORD BEARING OF $S10^{\circ}42'30''W$) TO A POINT, THENCE LEAVING SAID SOUTHEAST RIGHT OF WAY RUNNING $N88^{\circ}40'38''W$ A DISTANCE OF 248.03 FEET TO AN IRON PIN SET ON THE NORTHEAST RIGHT-OF-WAY OF INTERSTATE HIGHWAY 75 (VARIABLE RIGHT OF WAY); THENCE RUNNING $N49^{\circ}25'23''W$ A DISTANCE OF 1,684.65 FEET TO A CONCRETE MONUMENT LOCATED AT THE INTERSECTION OF THE NORTHEAST RIGHT OF WAY OF INTERSTATE HIGHWAY 75 (VARIABLE RIGHT OF WAY) AND THE NORTHWEST D.O.T. RIGHT OF WAY; THENCE LEAVING SAID NORTHEAST RIGHT OF WAY OF INTERSTATE HIGHWAY 75 (VARIABLE RIGHT OF WAY) AND RUNNING ALONG THE NORTHWEST D.O.T. RIGHT OF WAY ALONG A CURVE TO THE LEFT WITH AN ARC DISTANCE OF 1,462.33 FEET (RADIUS OF 980.17 FEET, DELTA ANGLE OF $85^{\circ}28'49''$, CHORD DISTANCE OF 1330.43 FEET AND A CHORD BEARING OF $N87^{\circ}56'58''E$) TO A CONCRETE MONUMENT, THENCE CONTINUING ALONG SAID NORTHWEST D.O.T. RIGHT OF WAY RUNNING $N45^{\circ}22'26''E$ A DISTANCE OF 533.98 FEET TO A CONCRETE MONUMENT; THENCE CONTINUING ALONG SAID NORTHEAST RIGHT OF WAY $N51^{\circ}59'15''E$ A DISTANCE OF 357.95 FEET TO AN IRON PIN SET AT THE INTERSECTION OF THE NORTHEAST D.O.T. RIGHT OF WAY AND THE EAST LAND LOT LINE OF LAND LOT 1269 AND BEING THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 23.98 ACRES, MORE OR LESS, AND BEING DESIGNATED AS TRACT 6, AS PER PLAT OF SURVEY ENTITLED, "SURVEY FOR OLD WOODSTOCK, L.L.C.", DATED MAY 3, 2001, PREPARED BY SOUTHERN SURVEYING & MAPPING COMPANY, INC., THOMAS M. GINN, SR., GEORGIA REGISTERED LAND SURVEYOR NO. 1549, A COPY OF WHICH SAID SURVEY IS BEING ATTACHED HERETO AS EXHIBIT "A-1" AND INCORPORATED HEREIN BY THIS REFERENCE THERETO.

TRACT 7

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 14 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA AND LAND LOT 1259 OF THE 21ST DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, BEGIN AT THE NORTHEAST CORNER OF LAND LOT 1269; THENCE RUNNING ALONG THE EAST LAND LOT LINE OF LAND LOT 1269 $S00^{\circ}56'37''W$ A DISTANCE OF 817.21 FEET TO AN IRON PIN SET; THENCE SOUTH $00^{\circ}56'41''W$ A DISTANCE OF 482.83 FEET TO

AN IRON PIN SET AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EAST LAND LOT LINE OF LAND LOT 1269 S00°56'41"W A DISTANCE OF 257.29 FEET TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF LAND LOT 1269 OF THE 21ST DISTRICT, 2ND SECTION, AND THE NORTHEAST CORNER OF LAND LOT 14 OF THE 20TH DISTRICT, 2ND SECTION; THENCE RUNNING ALONG THE EAST LAND LOT LINE OF LAND LOT 14 S00°17'13"W A DISTANCE OF 1015.00 FEET TO AN IRON PIN SET; THENCE LEAVING THE EAST LAND LOT LINE OF LAND LOT 14 AND RUNNING N88°40'38"W A DISTANCE OF 446.97 FEET TO AN IRON PIN LOCATED ON THE EAST D.O.T. RIGHT OF WAY ; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY RUNNING ALONG A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 970.57 FEET (RADIUS OF 970.92 FEET, DELTA ANGLE OF 57°16'31", CHORD DISTANCE OF 930.66 FEET AND A CHORD BEARING OF N10°42'30"E) TO A CONCRETE MONUMENT; THENCE CONTINUING ALONG SAID RIGHT OF WAY N39°11'07"E A DISTANCE OF 448.29 FEET TO AN IRON PIN LOCATED AT THE INTERSECTION OF THE SOUTHEAST D.O.T. RIGHT OF WAY AND THE EAST LAND LOT LINE OF LAND LOT 1269 BEING THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 10.49 ACRES, MORE OR LESS, AND BEING DESIGNATED AS TRACT #7, AS PER PLAT OF SURVEY ENTITLED, "SURVEY FOR OLD WOODSTOCK, L.L.C., DATED MAY 3, 2001, PREPARED BY SOUTHERN SURVEYING & MAPPING COMPANY, INC., THOMAS M. GINN, SR., GEORGIA REGISTERED LAND SURVEYOR NO. 1549, A COPY OF WHICH SAID SURVEY IS BEING ATTACHED HERETO AS EXHIBIT "A-1" AND INCORPORATED HEREIN BY THIS REFERENCE THERETO.

EXHIBIT "B"

**AMENDED AND RESTATED BYLAWS
OF
FOR CENTENNIAL COMMONS**



LUEDER, LARKIN & HUNTER, LLC
ATTORNEYS AT LAW

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AMENDED AND RESTATED BYLAWS
OF
FOR CENTENNIAL COMMONS

Article I

General

1.1. Applicability. These Bylaws provide for the self-government of Centennial Commons Homeowners Association, Inc., in accordance with the Georgia Property Owners' Association Act, the Articles of Incorporation filed with the Secretary of State and the Third Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Centennial Commons (hereafter referred to as the "Declaration").

1.2. Name. The name of the corporation is Centennial Commons Homeowners Association, Inc. (hereafter referred to as the "Association").

1.3. Definitions. The terms used herein shall have their generally accepted meanings or the meanings specified in Article II of the Declaration.

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

1.5. Voting. Members shall be entitled to one (1) equal vote for each Lot owned. When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners determine among themselves. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it. A member's right to vote shall automatically be suspended during any period in which a member is more than thirty (30) days delinquent on any assessment or charge, and the member shall be ineligible to vote on any matter until the member's account balance has been paid in full.

No Owner shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, if that Owner is shown on the books or management accounts of the

Association to be more than thirty (30) days delinquent in any payment due the Association or if the Owner has had its voting rights suspended for any reason. If an Owner's voting rights have been suspended, that Owner shall not be counted as an eligible vote for purposes of establishing a quorum.

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

1.7. Electronic Communications.

(a) Records and Signatures. Whenever the Declaration or these Bylaws require that a document, record or instrument be written or in writing, the requirement is deemed satisfied by an electronic record pursuant to the Georgia Electronic Records and Signatures Act. Whenever the Declaration or these Bylaws require a signature on a document, record or instrument, an electronic signature, in accordance with the Uniform Electronic Transactions Act, satisfies that requirement.

(b) Verification and Liability for Falsification. The Board of Directors may require reasonable verification of any electronic signature, document, record, or instrument. Absent or pending verification, the Board of Directors may refuse to accept any electronic signature or electronic record that, in the Board's sole discretion, is not authentic. Neither the Board of Directors nor the Association shall be liable to any Owner or any other Person for accepting or acting in reliance upon an electronic signature or electronic record that the Board of Directors reasonably believes to be authentic, or rejecting any such item which the Board of Directors reasonably believes not to be authentic. Any Owner or Person who negligently, recklessly or intentionally submits any falsified electronic record or unauthorized electronic signature shall fully indemnify the Association for actual damages, reasonable attorneys' fees actually incurred and expenses incurred as a result of such acts.

Article II

Meetings of Members

2.1. Annual Meetings. The regular annual meeting of the members shall be held each year with the date, hour, and place to be set by the Board.

2.2. Special and Regular Association Meetings. Special meetings of the members may be called for any purpose at any time by the President, the Secretary, or by request of any two (2) or more Board members, or upon written petition of twenty-five percent (25%) of the total members of the Association. Any such written petition by the members must be submitted to the Association's Secretary. The Secretary shall then verify that the required number of members have joined in the petition and shall submit all proper petitions to the Association's President. The President shall then promptly call a special meeting for the purpose stated in the petition, at a date, time and location selected by the President, and the Secretary shall send notice of such meeting in accordance with these Bylaws and within thirty (30) days of the date of delivery of the petition to the Secretary. Regular Association Meetings may be held at such time and place as determined by the majority of the Board.

2.3. Notice of Meetings. The Secretary shall mail or deliver to each member of the Association a notice of each Association meeting at least twenty-one (21) days prior to each annual meeting and at least seven (7) days prior to each special meeting. The notice shall state the time and place of the meeting, and, for any special meeting, the purpose of the meeting. Mailing or delivering notice as provided in this Section shall be considered proper service of notice.

2.4. Waiver of Notice. Waiver of notice of an Association meeting shall be deemed the equivalent of proper notice. Any Association member may, in writing, waive notice of any meeting of the membership, either before or after such meeting. Attendance at a meeting by a member, whether in person or represented by proxy, shall be deemed waiver by such member of notice of the time, date, and place thereof unless such member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

2.5. Quorum. The presence, in person or by proxy at the beginning of the meeting, of members entitled to cast at least twenty percent (20%) of the eligible votes of the Association shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. Members whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted as eligible votes toward the quorum requirement.

2.6. Adjournment. Any meeting of the Association members may be adjourned from time to time for periods not exceeding ten (10) days by vote of the members holding the majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business which could have been transacted properly at the original session of the meeting with a quorum present may be transacted at a reconvened session with a quorum present, and no additional notice of such reconvened session shall be required.

2.7. Proxy. Any Association member entitled to vote may do so by written proxy duly executed by the member setting forth the meeting at which the proxy is valid. The term "proxy" shall mean the written document in which the member authorizes any other person to attend a membership meeting on behalf of the member and vote the member's vote at the meeting. The written proxy document shall not be required to be in any particular form; but to be valid, the proxy must be signed, dated, and filed with the Secretary prior to the opening of the meeting for which it is to be used. The member giving the proxy shall be the "proxy giver", and the person holding the proxy and authorized to attend on behalf of the proxy giver and vote for the proxy giver shall be the "proxy holder." Proxies may be delivered by either the proxy giver or the proxy holder by personal delivery, U.S. Mail, facsimile transmission, email, or other electronic means to any Board member or the property manager, if any. Proxies may be revoked only by written notice of the proxy giver delivered to the Secretary, except that the presence in person by the proxy giver at a meeting for which the proxy is given shall automatically invalidate the proxy for that meeting. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy. At the signing-in prior to each membership meeting, each proxy holder shall be given one ballot for the meeting for each proxy held.

2.8. Action Taken Without a Meeting. In the Board's discretion, any action that may be taken by the Association members at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a written consent form or written ballot to every member entitled to vote on the matter.

(a) Ballot. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when (1) the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and (2) the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

All solicitations for votes by written ballot shall: (1) indicate the number of responses needed to meet the quorum requirements; (2) state the percentage of approvals necessary to approve each matter other than election of directors; and (3) specify the time by which a ballot must be received by the Board in order to be counted. A written ballot may not be revoked. The Association shall maintain such ballots in its file for at least three (3) years.

(b) Written Consent. Approval by written consent shall be valid only when the number of written consents received equals or exceeds the requisite majority of the voting power for such action. Executed written consents shall be included in the minutes or filed with the Association's records. If an action of the members is approved by written consent hereunder, the Board shall issue written notice of such approval to all members who did not sign written consents. Membership approval shall be effective ten (10) days after written notice is issued; provided, however, if the consent is to an

amendment to the Declaration or Bylaws which must be recorded, the effective date shall be no earlier than the date of recording of such amendment.

2.9. Order of Business. At all meetings of the Association, Roberts Rules of Order (latest edition) shall govern when not in conflict with the Declaration, these Bylaws or the Articles of Incorporation, unless the members present at a particular meeting vote to suspend Robert's Rules at that meeting.

Article III

Board of Directors

3.1. Composition. The affairs of the Association shall be governed by a Board of Directors. The Board shall be composed of five (5) persons. The directors shall be Owners of Lots or spouses of such Owners; provided, however, no Owner and his or her spouse may serve on the Board at the same time, and no co-owners may serve on the Board at the same time.

3.2. Election and Term. Those directors serving on the date these Bylaws are recorded in the Cobb County, Georgia land records shall remain in office until the terms for which they were elected expire. Successor directors shall be elected by the vote of those members present or represented by proxy, at the annual or other meeting of the membership of the Association, a quorum being present. Those persons receiving the most votes shall be elected to the number of positions to be filled. There shall be no cumulative voting. All successor directors shall be elected for one (1) year terms and shall remain on the Board until their respective successors are elected. Each newly elected Board shall meet within ten (10) days following the meeting at which the election occurred for the purpose of appointing officers and any other business that comes before the Board.

3.3. Nomination. Nomination for election to the Board shall be made from the floor at the meeting. Nominations also may be made by a nominating committee, if appointed by the Board.

3.4. Removal of Directors. At any valid regular or special Association meeting, any one or more directors may be removed with or without cause by a majority of the total vote of the Association members and a successor may then and there be elected to fill the vacancy created. In addition, any director who has had three (3) consecutive unexcused absences from regularly scheduled Board meetings or is more than sixty (60) days past due in the payment of any assessment or charge may be removed by the vote of a majority of the other directors. Any director whose removal has been proposed shall be given at least ten (10) days' notice of the calling of the meeting to consider his or her removal and shall be given an opportunity to be heard at the meeting.

3.5. Vacancies. Vacancies on the Board caused by any reason, except the removal of a director by vote of the membership as provided in Section 3.4 of this Article, shall be filled by a vote of the majority of the remaining directors, even though less than a

quorum, at any Board meeting. The successor selected shall hold office for the remainder of the term of the director being replaced.

3.6. Compensation. Directors shall not be compensated for services. However, directors may be reimbursed for the expenses incurred in carrying out their duties as directors upon Board approval of such expenses. Directors also may be given nominal gifts or tokens of appreciation by the Association for recognition of services performed not to exceed a value of \$100.00 per calendar year. For purposes hereof, reasonable food and beverages purchased for Board meetings shall not be considered compensation.

3.7. Director Conflicts of Interest. Nothing herein shall prohibit a director from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as director, provided the director's interest is disclosed to the Board and the contract is approved by a majority of the directors who are at a meeting of the Board of Directors at which a quorum is present, excluding the director with whom the contract is made. The interested director shall not count for purposes of establishing a quorum of the Board. The interested director shall be entitled to be present at the meeting at which the proposed contract is discussed, but the director must leave the room during the discussion on such matter.

3.8. Regular Meetings. Regular Board meetings may be held at such time and place as determined by the majority of the Board, but at least once every three (3) months.

3.9. Special Meetings. Special Board meetings may be called by the President on three (3) days' notice to each director given by mail, in person, by telephone, by facsimile transmission, or by email, which notice shall state the time, date, location, and purpose of the meeting. Special Board meetings shall be called by the President, Vice President, Secretary, or Treasurer in like manner and on like notice upon the written request of at least two (2) directors.

3.10. Waiver of Notice. Any director at any time, in writing, may waive notice of any Board meeting, and such waiver shall be deemed equivalent to the giving of such notice. The waiver of notice need not specify the purpose of the meeting. Attendance by a director at any Board meeting shall also constitute a waiver of notice by him or her of the time and place of such meeting. If all directors are present at any Board meeting, no notice shall be required and any business may be transacted at such meeting.

3.11. Quorum and Conduct of Meetings. The President shall preside over all Board meetings, and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. The presence of directors entitled to cast one-half of the votes of the Board shall constitute a quorum for the transaction of business. One or more directors who participate in a meeting by means of telephone or electronic communication shall be deemed present and in attendance for all purposes at such meeting, provided all persons participating in the meeting can hear each other.

3.12. Action Without a Meeting. Any Board action required or permitted to be taken at any meeting may be taken without a meeting if a majority of the directors consent in writing to such action. The written consents must describe the action taken. The written consents shall be filed with the minutes of the Board. The written consent may be by email or other electronic means; a copy of the consents shall be printed and filed with the minutes of the Board.

3.13. Powers and Duties. The Board shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Community and may do all such acts and things as are not by the Act, the Declaration, the Articles of Incorporation, or these Bylaws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these Bylaws, the Board shall have the power to and shall be responsible for the following, in the way of explanation, but 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, establishing the means and methods of collecting such assessments;

(c) providing for the operation, care, upkeep, and maintenance of all of the Common Property;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, repair and replacement of the Common Property, 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;

(e) collecting the assessments, depositing the proceeds thereof in a financial depository or institution which it shall approve, or otherwise investing the proceeds in accordance with any limitations set forth in O.C.G.A. Section 14-3-302, and using the proceeds to administer the Association;

(f) making and amending rules and regulations for the Common Property and imposing sanctions for violation thereof, including reasonable monetary fines;

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

(h) making or contracting for the making of repairs, additions and improvements to, or alterations of, the Common Property after damage or destruction by fire or other casualty, in accordance with the other provisions of the Declaration and these Bylaws;

(i) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

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

(k) paying the costs of all services rendered to the Association or its members and not directly chargeable to specific Owners;

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

(m) contracting with any Person for the performance of various duties and functions. The Board shall have the power to enter into management agreements. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

3.14. Management Agent. The Association may, but shall not be required to, hire a professional management agent or agents, at a compensation established by the Board, to perform such duties and services as the Board of Directors shall authorize.

3.15. Borrowing. The Board shall have the power to borrow money for the purpose of maintenance, repair, restoration or improvement to the Common Property or for any other purpose; provided, however, if the total amount of such borrowing exceeds or would exceed Fifty Thousand Dollars (\$50,000.00) of outstanding debt at any one time, such borrowing must first be approved by members of the Association holding a majority of the total Association vote.

3.16. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

ARTICLE IV

OFFICERS

4.1. Designation. The principal officers of the Association shall be the President, Vice President, Secretary, and Treasurer, and one or more Vice Presidents if the Board so designates. The President, Vice President and Secretary must be directors. The Treasurer shall be elected by the Board, but need not be a director. The Board may appoint one or more Assistant Treasurers, Assistant Secretaries, and such other subordinate officers as in its judgment may be necessary. Any assistant or subordinate officers shall not be required to be directors. Except for the offices of Secretary and Treasurer, which may be held by the same person, no person may hold more than one (1) office.

4.2. Appointment of Officers. The Association officers shall be appointed annually by the Board of Directors at the first meeting of the Board following each annual meeting of the members and shall hold office at the pleasure of the Board and until a successor is elected.

4.3. Removal of Officers. Upon the affirmative vote of a majority of the Board members at any Board meeting at which a quorum is established, any officer may be removed, either with or without cause, and a successor may be elected.

4.4. Vacancies. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

4.5. President. The President shall be the chief executive officer of the Association and shall preside at all Association and Board meetings. The President shall be considered a Principal Officer.

4.6. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

4.7. Secretary. The Secretary shall keep the minutes of all Association and Board meetings and shall have charge of the Association's books and records.

4.8. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board.

4.9. Other Officers. Other offices may be created by the Board, and the Board members which hold such offices shall have such titles and duties as are defined by the Board.

4.10. Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases, checks, promissory notes, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by Board resolution.

4.11. Resignation. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE V

AMENDMENTS

These Bylaws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding at least two-thirds (2/3) of the total vote of the Association membership. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Cobb County, Georgia land records. Any amendment duly certified and recorded shall be conclusively presumed to have been duly adopted in accordance with these Bylaws.

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the owners, may amend these Bylaws to comply with any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA").

Any action to challenge the validity of these Bylaws or an amendment adopted under this Article must be brought within one (1) year of the recording of same in the Cobb County, Georgia land records. No action to challenge these Bylaws or any such amendment may be brought after such time.

ARTICLE VI

MISCELLANEOUS

6.1. Committees. The Architectural Control Committee shall be a standing committee of the Association. The Architectural Control Committee shall consist of a Architectural Control Board Member, the President, and either the Secretary or Vice President. The Board may establish a nominating committee and any other committee as the Board deems desirable with the powers and duties that the Board shall authorize. Each committee shall be composed and shall operate in accordance with the terms of the

resolution of the Board of Directors designating the committee or with rules adopted by the Board. Members of any committee shall be appointed by the Board and shall serve at the pleasure of the Board. Any committee member may be removed with or without cause at any time and with or without a successor being named.

6.2. Notices.

(a) Method of Giving Notice. All notices, demands, bills, statements, or other communications shall be in writing and shall be given:

- (1) Personal delivery to the addressee;
- (2) Via United States mail, first class, postage prepaid;
- (3) Via electronic mail;
- (4) Via facsimile; or
- (5) Via any other legal means.

(b) Addressee. Notice sent by one of the methods described herein shall be deemed to have been duly given:

(1) If to an Owner, at the address, electronic mail address or facsimile number which the Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Owner's Lot;

(2) If to an Occupant, to the electronic mail address or facsimile number which the Occupant has designated in writing, or if no such address has been designated, at the address of the Lot occupied; or

(3) If to the Association, the Board or the managing agent, if any, at the postal address, facsimile, or electronic mail address of the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary.

6.3. Severability. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws or the Declaration.

6.4. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

6.5 Fiscal Year. The fiscal year of the Association may be set by Board resolution or, in the absence thereof, shall be January 1st through December 31st.

6.6. Financial Review. A financial review of the accounts of the Association shall be performed annually in the manner provided by the Board. However, after having received the Board's financial review at the annual meeting, the members may, by a

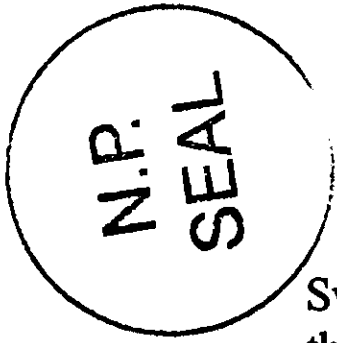
majority of the Association members present at such meeting, in person or proxy, require that the Association accounts be audited as a common expense by an independent accountant.

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

6.8. Books and Records. To the extent provided for, and restricted in, O.C.G.A. § 14-3-1602 of the Georgia Nonprofit Corporation Code, as such Code Section may be amended from time to time, all Association members and any institutional holder of a first Mortgage shall be entitled to inspect Association records at a reasonable time and location specified by the Association, upon written request at least five (5) business days before the date on which the member wishes to inspect and copy. The Association may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the member. Notwithstanding anything to the contrary, the Board may limit or preclude member inspection of confidential or privileged documents, including attorney/client privileged communications, executive session meeting minutes, and financial records or accounts of other members. Minutes for any Board or Association meetings do not become effective as an official Association record until approved by the Board or Association membership, as applicable, at a subsequent meeting. All Board members may inspect and copy any book or record of the Association.

6.9. Preparer. These Bylaws were prepared by Joseph C. Larkin, Lueder, Larkin & Hunter, LLC, 5900 Windward Parkway, Suite 390, Alpharetta, Georgia 30005.

This 26th day of August, 2016



CENTENNIAL COMMONS
HOMEOWNERS ASSOCIATION, INC.

Donald L Roach Jr
Signature of President
Print Name: Donald L. Roach Jr.

Sworn to and subscribed before me
this 26 day of August, 2006

Witness: Deborah Carrizgaro
Elaine Drake
Notary Public

MY COMMISSION EXPIRES
JULY 23 2019

Shirley R Cox
Signature of Secretary
Print Name: SHIRLEY L COX

Sworn to and subscribed before me
this 26 day of August, 2006

Witness: Deborah Carrizgaro
Elaine Drake
Notary Public

MY COMMISSION EXPIRES
JULY 23 2019