



Rebecca Keaton

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CLERK OF SUPERIOR COURT Cobb Cty. GA.

STATE OF GEORGIA
COUNTY OF COBB

Not

Return To:
Rome & Associates, P.C.
707 Whitlock Ave., Ste E-15
Marietta, Georgia 30064
(770) 428-6002

Cross Reference: Deed Book 7492, Page 431.

(Space Above Reserved for Recording Data)

**AMENDED & RESTATED DECLARATION OF PROTECTIVE COVENANTS
FOR PEMBROOKE SUBDIVISION**

This Amended & Restated Declaration of Protective Covenants ("Declaration") is made on the date hereinafter set forth by Pembroke Property Owners Association, Inc. ("Association").

WITNESSETH:

WHEREAS, First Georgia Homes, Inc. recorded that certain Declaration of Protective Covenants on the 26th day of July, 1993, for Pembroke subdivision at Deed Book 7492, Page 431 et seq., in the records of Cobb County, Georgia ("Original Declaration");

WHEREAS, the Original Declaration did not provide for a community association;

WHEREAS, the after signed Lot Owners wish to amend the Original Declaration in order to submit their Lots to the provisions of the Georgia Property Owners Association Act, O.C.G.A. Sections 44-3-220, et seq. and in order to create a mandatory dues community association;

WHEREAS, Lot Owners who's property are being submitted to this Declaration have executed Consents which are attached to this Declaration as Exhibit "A", and any other Lot Owners may in the future submit their Lot to this Declaration by executing and filing a similar Consent;

WHEREAS, this Amended and Restated Declaration, is affirmed to by the attached signature of the Association President, and attested to by the Association Secretary; and

WHEREAS, this amendment is not material with respect to first mortgagees in that it does not materially and adversely affect the security title or interest of any first mortgagee; provided, however, in the event a court of competent jurisdiction determines that this amendment does materially and adversely affect the security title or interest of any first mortgagee without such first mortgagee's consent to this amendment, then this amendment shall not be binding on the first mortgagee so involved, unless such first mortgagee consents to this amendment; and if such consent is not forthcoming, then the provisions of the Declaration prior to this amendment shall control with respect to the affected first mortgagees.

NOW, THEREFORE, the Original Declaration is amended in its entirety (except as to the provisions incorporated by reference in Article II of this Restated Declaration) as to Lot Owners who have Consented thereto as indicated above, and the following is simultaneously substituted therefore:

THIS AMENDMENT TO THE DECLARATION HEREBY SUBMITS THE PROPERTY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. SECTIONS 44-3-220, ET. SEQ.

CLOSING ATTORNEYS AND TITLE EXAMINERS MUST CONTACT THE ASSOCIATION FOR ESTOPPEL CERTIFICATES REGARDING ASSESSMENTS/CHARGES DUE ON LOTS.

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Lot Owner Consents	Exhibit "A"
Leasing Restrictions	Exhibit "B"
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*AMENDED & RESTATED DECLARATION OF
PROTECTIVE COVENANTS FOR PEMBROOKE*

Background Statement

Now, therefore, the Association hereby declares that the property described in Article II, Section 1, of this Declaration, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and Georgia Property Owners Association Act, O.C.G.A. Sections 44-3-220, et. seq. and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens, hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property hereby or hereafter made subject hereto, and shall be binding on all Persons having any right, title, or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every Owner of all or any portion thereof.

Article I
Definitions

The following words, when used in this Declaration or in any amendment thereof (unless the context shall prohibit), shall have the following meanings:

- (a) "Act" shall mean the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as may be amended.
- (b) "Association" shall mean and refer to Pembroke Property Owners Association, Inc. a Georgia nonprofit corporation, its successors and assigns.
- (c) "Board of Directors" or "Board" of the Association shall be the appointed or elected body, as applicable, having its normal meaning under Georgia corporate law.
- (d) "Bylaws" shall refer to the Bylaws and any amendments thereof for Pembroke Property Owners Association, Inc.
- (e) "Common Property" shall mean any and all real and personal property and easements or 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, consisting primarily of the entrance signs, monuments and landscape easements located on Lots 1 & 55 and as contained in the Plat filed at Book 145, Page 36 of the Cobb County Records.
- (f) "Community" shall mean and refer to that certain real property and interests therein described in Article II, and/ or its Mortgagee or transferee, as provided in the Declaration, and such additions thereto as may be made by the Association (as provided in the Declaration) of other real property.
- (g) "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association in the development of guidelines, restrictions, regulations and rules.
- (h) "Lot" shall mean any plot of land within the Community, whether or not improvements are constructed thereon, which has been subjected by written consent to this Declaration and duly filed in the Cobb County, Georgia land records.
- (i) "Majority" means those eligible votes, Owners, or other group as the context may indicate totaling more than fifty percent (50%).
- (j) "Mortgage" means any mortgage, deed to secure debt, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.
- (k) "Mortgagee" shall mean the holder of a Mortgage.

(l) "Occupant" shall mean any Person occupying all or any portion of a Lot or other property located within the Community for any period of time, regardless of whether such Person is a tenant of the Owner of such property.

(m) "Owner" shall mean and refer to the record Owner, whether one or more Persons, of the fee simple title to any Lot located within the Community that has been subjected by written consent to this Declaration, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.

(n) "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), Association, trust, or other legal entity.

(o) "Supplementary Declaration" means an amendment or supplement to this Declaration which subjects additional property to this Declaration or imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or both.

(p) "Total Association Vote" means all of the votes attributable to members of the Association, but does not include those Lot Owners who have had their right to vote suspended pursuant to the Declaration.

Article II

Property Subject To This Declaration

Section 1. Property Hereby Subjected To This Declaration.

All real property previously subjected to the Original Declaration is hereby included by reference thereto, and by the recording of this Declaration, is subject to the covenants and restrictions hereafter set forth, and which is held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered. All said property is hereby submitted to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as such act may be amended from time to time.

Section 2. Other Property.

Only the real property described in Section 1 of this Article II is hereby made subject to this Declaration; provided, however, by one or more Supplementary Declarations, the Association has the right, but not the obligation, to subject other real property to this Declaration, as hereinafter provided.

Article III

Association Membership and Voting Rights

Section 1. Membership.

Every Person who is the record Owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association. The foregoing 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. In the event there are 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 nor office held for each Lot owned.

Section 2. Voting.

Members shall be entitled to one (1) vote for each Lot owned for which assessments are paid. Since a Lot owner may be more than one person, if only one of those persons is present at a meeting of the association, or is voting by proxy, ballot, or written consent, that person shall be entitled to cast the votes pertaining to that Lot.

However, if more than one of those persons is present, or executes a proxy, ballot, or written consent, the vote pertaining to that Lot shall be cast only in accordance with their unanimous agreement, and such consent shall be conclusively presumed if any one of them purports to cast the votes pertaining to that Lot without protest being made immediately by any of the other owners to the person presiding over the meeting or vote. Any votes by Lot Owners who are not a natural person, shall be controlled by Section 44-3-224(b) of the Georgia Property Owners Association Act. Members' voting rights are automatically suspended upon the non-payment of Association assessments, fines, or any other charges owed to the Association, which are more than 30 days delinquent. Members' voting rights may also be suspended for other violations of the governing documents for a set period of time, and subject to the same notice procedures as outlined for the levy of fines.

Article IV **Assessments**

Section 1. Purpose of Assessment.

The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, welfare, common benefit, and enjoyment of the Owners and Occupants of Lots, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

Section 2. Creation of the Lien and Personal Obligation for Assessments.

Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association for each Lot owned: (a) annual assessments or charges; (b) special assessments, such assessments to be established and collected as hereinafter provided; and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration or Bylaws, and any charges enumerated in the below Sections of this Article IV. Such assessments and charges shall, from the time the sums became due and payable, constitute a lien in favor of the Association on the Lot. The Association may, but shall not be obligated to, record a Statement of Delinquent Assessments & Notice of Statutory Lien on the County lien records. Prior to the filing of a Statement of Delinquent Assessments & Notice of Statutory Lien it must first be approved by at least seventy percent (70%) of the Total Association Vote. upon the affirmative vote or written consent, or any combination thereof, of at least two-thirds (2/3rds) of the Total Association Vote. "Total Association Vote" means all of the votes attributable to members of the Association, but does not include those Lot Owners who have had their right to vote suspended pursuant to the Declaration. The lien provided for herein shall have priority as provided in the Act.

All such assessments, together with late charges, interest, costs, and reasonable attorney fees actually incurred (including post-judgment attorney fees, costs & expenses), and if the Board so elects, rents, in the maximum amount permitted under the Act, 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. Other than provided below, the grantee in a conveyance of a lot shall be jointly and severally liable with the grantor thereof for all unpaid assessments against the latter up to the time of the conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee; provided, however, that if the grantor or grantee shall request a statement from the Association as provided below, such grantee and his or her successors, successors-in-title, and assigns shall not be liable for nor shall the property Owner's Lot conveyed be subject to a lien for any unpaid assessments against such grantor in excess of any amount set forth in the statement.

In the event that the holder of a first priority mortgage or secondary purchase money mortgage of record, provided that neither the grantee nor any successor grantee on the secondary purchase money mortgage is the seller of the Lot, or in the event that any other person acquires title to any Lot as a result of foreclosure of any such mortgage, such holder or other person and his or her successors, successors-in-title, and assigns shall not be liable for nor shall the Lot be subject to any lien for assessments or under any instrument chargeable to the Lot on account of any period prior to the acquisition of title; provided, however, that the unpaid share of an assessment or assessments shall be deemed to be a common expense collectable from the grantor/prior Owner, and his or her estate, successors, successors-in-title, and assigns.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board; unless otherwise provided by the Board, annual assessment shall be paid on the first day of the Association's fiscal year. If the Board so elects, assessments may be paid in installments and the Association may charge a reasonable service fee thereon. If any Owner is delinquent in the payment of any assessments or other charges the Board may require any unpaid installments for the remaining fiscal year to be paid in full immediately.

The obligation to pay assessments is an independent covenant running with the land. No Owner may waive or otherwise exempt themselves from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any assessment 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 the Bylaws, 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, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

Section 3. Certificate of Status Regarding Assessments/ Estoppel Letter.

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 a 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 reasonable fee as 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.

If the Association does not require payment of the fee as a prerequisite to providing the statement of account, or if the statement of account is requested within a period shorter than five (5) business days, the Association, or its agent, may subsequently charge a reasonable fee in an amount larger than the maximum amount set by the Act, including any late payment fees, or other related costs including but not limited to fax, overnight delivery, research fee, and reasonable attorney fees actually incurred. If the statement of account is requested within a period shorter than three (3) business days, the Association or its agent may also charge a rush fee.

The Association, or its agent, may charge for ancillary expenses unrelated to providing the statement of account, including but not limited to; title transfer fees, providing copies of the governing documents, and providing completed lender questionnaires. If any of the above-related fees are not paid in full the Association shall not be obligated to release any liens. The unpaid fees and costs shall be the responsibility of the Seller/Owner, shall be considered an assessment on the Lot, and may be collected as provided in these covenants for other assessments, including the filing of a Statement of Delinquent Assessments & Notice of Statutory Lien on the county records.

Section 4. Computation of Assessments.

It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which shall include the amount of the annual assessment, and may also include a contribution to a long-term maintenance, repair and replacement reserve account. Annual assessments shall be applied on a uniform and equal basis for each Lot.

The Board shall provide a copy of the budget and the amount of the assessment to be levied against each Lot for the following year to all the member at least thirty (30) days prior to the end of the current fiscal year. The budget and assessment shall become effective unless disapproved within the thirty (30) days at a duly called physical meeting by a majority of the Total Association Vote; provided, however, if a quorum is not obtained at the annual meeting, the budget and assessment shall become effective even though a vote to disapprove the budget could not have been called at the meeting.

Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget and assessment in effect for the then current year shall continue for the succeeding year. However, the Board may propose a new or adjusted budget and assessment at any time during the year by causing the proposed budget and assessment to be delivered to the members at least thirty (30) days prior to the proposed effective date thereof. Unless a special meeting is requested by the members, as provided in the Bylaws for special meetings, the new or adjusted budget and assessment shall take effect without a meeting of the members.

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.

Section 5. Initiation Fee.

Each time a Lot is sold, or title is otherwise transferred to a third party (other than to the Owner's spouse; through inheritance; or by foreclosure), the Association may charge a one-time initiation fee in the amount of one hundred dollars (\$100.00). This fee shall be charged to any purchaser or transferee of a Lot; is in addition to the annual assessment; and shall not be considered an advance upon the payment of the annual assessment. A delinquent initiation fee may be collected in the same manner as other assessments, including the filing of a notice of lien.

Section 6. Special Assessments.

In addition to the other assessments authorized herein, the Association may levy special assessments in any year for unexpected catastrophic losses, extraordinary maintenance, repair, and replacement costs, or for any other shortfall in the annual budget. The Board may impose the special assessment so long as the total amount of special assessments allocable to each Lot does not exceed in any one fiscal year an amount equivalent to the then annual assessment. Except as provided in Article VII, Section 2, hereof regarding damage & destruction of common property, any special assessment which would cause the amount of special assessments allocable to any Lot to exceed this limitation shall be effective only if approved by a majority of the Total Association Vote. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

Section 7. Specific Assessments.

The Board shall have the power to specifically assess pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section.

Fines levied pursuant to Article XII, Section 1, of this Declaration and the costs of maintenance performed by the Association, which the Owner is responsible for under Article V, Section 2, of this Declaration, shall be specific assessments. The Board may also specifically assess Lots for the following Association expenses (except for those expenses related to maintenance and repair of items which are the maintenance responsibility of the Association as provided herein):

(a) Expenses of the Association, which benefit less than all of the Lots may be specifically assessed equitably among all of the Lots, which are benefited according to the benefit, received.

(b) Expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.

(a) *Late Charges, Interest and Other Collection Fees.* Any assessments or installments thereof, which are not paid when due shall be considered delinquent, and shall incur a late charge equal to the greater of ten dollars (\$10.00) or ten (10%) percent of the amount not paid, or such higher amounts as may be authorized by the Act. The delinquent assessments, including late charges, shall incur simple interest at the rate of ten percent (10%) per annum, or such higher amounts as may be authorized by the Act.

The Association shall also be entitled to costs of collection, including court costs, and reasonable attorney's fees actually incurred (including post-judgment attorney fees); the expenses required for the protection and preservation of the Lot, and the fair rental value of the Lot from the time of the institution of an action until the sale of the lot at foreclosure or until judgment rendered in the action is otherwise satisfied.

The Association may levy other fees provided or permitted by law, including charges for returned check. The Association may also file a Statement of Delinquent Assessments & Notice of Statutory Lien on the county lien records. If the Board permits payment of the annual assessments in installments, and any assessment or other charge is not paid in full within ten (10) days of the due date, then the Board may accelerate and declare immediately due and payable any remaining installments of the annual assessment.

(b) *Partial Payments.* Partial payments shall not constitute payment in full, unless agreed to in writing by the Association. Any partial payments shall be applied in the following order of priority: (i) post-judgment reasonable attorney's fees, costs, and expenses actually incurred; (ii) reasonable attorney's fees, costs and expenses actually incurred; (iii) interest; (iv) late charges; (v) delinquent assessments; (vi) current assessments. Late charges may be assessed on delinquencies which are created by the application of current payments to outstanding delinquent assessments or charges. All of the foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment, including an offer of accord and satisfaction in settlement of a bona fide dispute. The Association may, but shall not be obligated to, allow any delinquent assessments, fines, or fees to be paid in installments, and may charge a reasonable service fee thereon.

(c) *Suit and Foreclosure of Lien.* In the event that the assessment, fine or other charges, or any part thereof, remain unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and/or to foreclose its lien, and may recover all costs and reasonable attorney fees actually incurred up to the extent allowed by the Act and Georgia law. In addition the Association may, with a vote of members holding at least seventy percent (70%) of the Total Association Vote, foreclose on its lien and may recover all costs and reasonable attorney fees actually incurred up to the extent allowed by the Act and Georgia law. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property, and as provided by the Act. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Owners.

(d) *Rent Deduction for Delinquent Assessments.* When an Owner who is leasing a Lot fails to pay any assessment or any other charge against the Lot for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon demand by the Board, lessee shall pay to the Association all unpaid assessments and other charges payable during the remaining term of the lease and any other period of occupancy by the lessee; provided that lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Association's request.

All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If the lessee fails to comply with the Board's demand to pay assessments or other charges to the Association, lessee shall be personally obligated to pay to the Association all amounts authorized under the Declaration as if the lessee were the Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which the Owner would otherwise be responsible.

Article V **Maintenance**

Section 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, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Property. The Association shall maintain all entry features for the Community and private street signs. The Association shall also maintain all drainage detention and retention areas owned by the Association, to the extent such areas are not maintained on an ongoing basis by a local governmental entity, and there is hereby reserved to the Association a blanket easement upon, across, over, and under all property within the Community for access, ingress, and egress as necessary to permit the Association to perform such maintenance.

In addition, the Association shall have the right, but not the obligation, to maintain property not owned by the Association where the Board has determined that such maintenance would benefit all Owners. The foregoing maintenance shall be performed consistent with the Community-Wide Standard.

Section 2. Owner's Responsibility.

Except as provided in Section 1 above, all maintenance of the Lot and all structures, parking areas, landscaping, and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community-Wide Standard and this Declaration. If the Board of Directors of the Association determines that (a) any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair, or replacement of items for which such Owner is responsible hereunder; or (b) that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the family, guests, lessees, or invitees of any Owner, and is not covered or paid for by insurance, in whole or in part, then the Association may perform the repair, replacement or maintenance and shall, except in the event of an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement, at the Owner's sole cost and expense.

The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) days within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time.

If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at such Owner's sole cost and expense, and all such costs and expense, including any reasonable attorney fees actually incurred, and including any administrative fee on behalf of the Association, shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot.

Article VI **Use Restrictions and Rules**

Section 1. General.

This Article, beginning at Section 2, sets out certain use restrictions, which must be complied with by all Owners and Occupants. These use restrictions may be amended only in the manner provided in Article XII, Section 4, regarding amendment of this Declaration. The Board of Directors may, from time to time, without consent of the members, promulgate rules and regulations further defining and clarifying said use restrictions, including Architectural guidelines.

This authority shall include, but shall not be limited to, the right to limit the type and size of vehicles within the Community. The Board shall also have the authority to impose all other necessary parking regulations and to restrict the maximum noise levels of vehicles in the Community. A violation of Federal, State, County, or Municipal law on the part of any Owner, Occupant, or their Guests, or Lessees, that negatively impacts other Owners or the community, shall also be considered a violation of this Declaration if a regulation specifying the type of infraction has been adopted by the Board of Directors. The Board of Directors may also, from time to time, without consent of the members, promulgate rules and regulations regarding the use of the Common Property.

Such rules, regulations and use restrictions shall be sent to all Owners thirty (30) days prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants. *In the creation and enforcement of any covenant, bylaw, regulation, rule or guideline, the Association shall not discriminate against any person based upon the basis of race, religion, age, gender, sexual orientation, disability, familial status, or any federally protected classes.*

Section 2. Occupants & Use of Lots.

No dwelling shall be occupied for living or sleeping purposes by more persons than it was designed to accommodate safely. For the purpose of the foregoing sentence, each dwelling shall be deemed to have been designed to accommodate safely a maximum of two (2) permanent occupants per bedroom, as 'bedroom' is designated and defined in the construction plans. In the enforcement of these restrictions, the Board may make exceptions allowing greater occupancy when considering such factors as the size of a single family, if such exceptions do not pose a safety risk. The Association shall not discriminate against any person based upon the basis of race, religion, age, gender, disability, familial status, or any other federally protected classes.

All Lots shall be used for residential purposes exclusively. Home offices are allowed under the following conditions:

- a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the building;
- b) the business activity does not involve visitation of the Lot by employees, clients, customers, suppliers, or other business invitees, provided however this provision does not preclude the delivery of materials or items by United States Postal Service or by other customary parcel delivery services (UPS, FedEx, etc.);
- c) the business does not increase traffic to and from the property; and
- d) 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.

No other business or business activity shall be carried on or upon any Lot at any time except with the prior written approval of the Board. The Board may regulate the number of yard or garage type sales allowed within the Community for a given period of time. Leasing of a Lot for residential purposes shall not be considered a business, or business activity, but shall be subject to the restrictions contained in Section 5 of this Article.

Section 3. Signs.

No sign of any kind shall be erected by an Owner or Occupant within the Community without the written consent of the Board except the following: such signs as may be required by legal proceedings; not more than one (1) "For Sale" sign consistent with the Community-wide Standard, having a maximum area of four (4) square feet; and standard size home security company signs or decals.

Signs for political candidates or ballot proposals, may be allowed without the written consent of the Board, but only if the Board first passes guidelines and/or restrictions regulating the use of said signs. The Board may also pass further guidelines allowing temporary signs, such as those for "yard sales". The Board shall have the right to erect any reasonable and appropriate signs in the Common Areas.

Section 4. Vehicles & Parking.

Vehicles shall only be parked in the garage or driveway of the Owner's Lot. Vehicles will first be parked in the garage, and then to the extent necessary, the driveway. Vehicles shall not be parked on the Common Property, except as determined pursuant to regulation by the Board. Vehicles may be parked in the street, but only as needed for brief entertaining of guests. All Owners and Occupants shall obey all posted speed limits and traffic control devices when driving vehicles within the community. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, mini bikes, scooters, go-carts, trucks, campers, buses, vans, automobiles, and any other motorized devices that are capable of being ridden.

No commercial vehicle (except for a limit of one commercial automobile or one commercial truck), house trailer, mobile home, motor home, recreational vehicle, camper, truck with camper top, boat, boat trailer, or like equipment (as any of the preceding may be further defined by the Board) shall be permitted in the Community on a permanent basis, but may be temporarily parked in the driveway for the purpose of loading and unloading, not to exceed forty-eight (48) hours. Notwithstanding the foregoing, any such vehicles or equipment may be stored in a garage. Garage doors shall be kept closed at all times, except during times of ingress and egress from the garage.

Section 5. Leasing Restrictions.

Leasing within the Community is restricted as pursuant to the terms contained in Exhibit "B", which is attached hereto and incorporated herein.

Section 6. Occupants Bound.

All provisions of the Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants of any Lot even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be levied against the Owner.

Section 7. Animals and Pets.

No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number, as determined by the Board; provided, however, those pets which are permitted to roam free, or, in the sole discretion of the Board, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the Owner of any property located adjacent to the Community may be removed by the Board.

No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets must be confined to a leash whenever they are outside a Lot. The Owner or Occupants shall pick-up any droppings left by their pet outside of the Owner or Occupant's Lot. Occupants and Owners shall obey all governmental laws regarding pets and animals.

Section 8. Nuisance.

It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property adjacent to the Lot. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law. The Board of Directors may pass regulations enumerating specific types and examples of nuisances.

Section 9. Unsightly or Unkempt Conditions.

The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, 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. Garbage receptacles shall be removed from the street within 24 hours of garbage pick-up.

Section 10. Architectural Standards.

No exterior construction, alteration, addition, or erection of any nature whatsoever (including, without limitation, fences, pools, tennis courts, exterior lighting, tree houses and play equipment) shall be commenced or placed upon any part of the Community, except such as is originally installed by the developer, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection, or alteration shall be made unless and until the plans and specifications showing the nature, kind, shape, height, materials, and location shall have been submitted in writing to and approved by an Architectural Review Committee ("ARC"). The Board may promulgate written guidelines for the exercise of this review, after soliciting input from the ARC. The Board shall appoint the ARC, which appointees may include members of the Board. The Board may remove any member of the ARC, with or without cause.

The ARC may withhold approval for any reason, including purely aesthetic considerations; and shall be entitled to stop any construction in violation of these restrictions. If the Board of Directors is not serving as the ARC, an Owner may submit a written appeal to the Board from a decision of the ARC within 15 days of the denial.

All activities commenced pursuant to plans, which have been deemed approved shall be consistent with such plans. As a condition of approval under this Section, each Owner, on behalf of such Owner and such Owner's successors-in-interest shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. In the discretion of the Board or its designee, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successors-in-interest.

Notwithstanding the provisions above, any application for the approval of plans and specifications shall be deemed to be disapproved unless and until any and all delinquent assessments and other charges permitted by this Declaration have been paid current by the Owner submitting such plans and specifications.

PLANS AND SPECIFICATIONS ARE NOT APPROVED FOR ENGINEERING OR STRUCTURAL DESIGN OR QUALITY OF MATERIALS, AND BY APPROVING SUCH PLANS AND SPECIFICATIONS NEITHER THE BOARD, IT'S DESIGNEE, NOR THE ASSOCIATION ASSUMES LIABILITY OR RESPONSIBILITY THEREFORE, NOR FOR ANY DEFECT IN ANY STRUCTURE CONSTRUCTED FROM SUCH PLANS AND SPECIFICATIONS. NEITHER THE ASSOCIATION, THE BOARD, THE BOARD'S DESIGNEE, NOR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS OF ANY OF THEM SHALL BE LIABLE FOR DAMAGES TO ANYONE SUBMITTING PLANS AND SPECIFICATIONS TO ANY OF THEM FOR APPROVAL, OR TO ANY OWNER OF PROPERTY AFFECTED BY THESE RESTRICTIONS BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS.

EVERY PERSON WHO SUBMITS PLANS OR SPECIFICATIONS AND EVERY OWNER AGREES THAT SUCH PERSON OR OWNER WILL NOT BRING ANY ACTION OR SUIT AGAINST THE ASSOCIATION, THE BOARD, THE BOARD'S DESIGNEE, OR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS OF ANY OF THEM TO RECOVER ANY DAMAGES AND HEREBY RELEASES, REMISES, QUITCLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY JUDGMENT, NEGLIGENCE, OR NONFEASANCE AND HEREBY WAIVES THE PROVISIONS OF ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS, AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

Section 11. Satellite Dishes & Antennas.

No exterior antennas, satellite dishes or multi-channel multi-port distribution service larger than one meter in length or diameter shall be placed, allowed, or maintained upon any portion of a Lot. All above referenced devices measuring one meter or less shall be installed in accordance with FCC rules and regulations, and shall not be placed in plain view from the street, unless it is the only location that allows for receiving an acceptable quality signal.

Owners shall provide at least forty-eight (48) hour written notice to the Association regarding intended installation and the specific proposed placement on the Lot. If the proposed placement is in plain view from the street, the Association may require the Owner to provide written confirmation from the satellite installer that an acceptable quality signal can only be achieved in a location that is in plain view from the street. The written confirmation shall not be considered a pre-condition to installation, but shall be provided by the Owner within seven (7) days from the Association's written request. If the written confirmation is not supplied to the Association within seven (7) days, the Association may require the Owner to re-locate the device to an area that is not in plain view of the street.

However, the Board reserves the right to (but shall not be obligated to) erect a master antenna, satellite dish or other similar master system for the benefit of the Community. HAM radios, two way radios, and other hobby or professional radio communication transmission equipment are prohibited.

Section 12. Ornamental Planting and Overseeding.

Grass, ornamental plants and shrubbery (and only the foregoing) may be planted in the front or side yard of any Lot. All other planting may be done only with prior written approval of the Board or its designee or in accordance with the guidelines previously established by the Board or its designee. Over seeding of fescue lawns and sodding of lawns with Bermuda or zoysia grasses shall not require prior approval pursuant to this section.

Section 13. Lighting.

Notwithstanding Article VI, Section 10 above, the following exterior lighting may be installed without the necessity of obtaining the prior approval of the Board or its designee: (a) seasonal decorative lights during a holiday season (which must be taken down within a time as determined by rule of the Board); (b) illumination of other than the front or side yards of a Lot; and (c) other lighting originally installed by the developer. Plans for all other exterior lighting must be submitted and approved in accordance with Article VI, Section 10 hereof. Decorative post lights will not be approved unless they conform to established street lighting.

Section 14. Drainage.

Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant of any Lot may obstruct or re-channel the drainage flows after the location and installation of drainage swells, storm sewers, or storm drains. The Association reserves the right to prepare sloping banks, cut or fill, on a three (3) to one (1) slope on all streets and roads. The Association hereby reserves a perpetual easement across all Community property for the purpose of altering drainage and water flow.

Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

Section 15. Sight Distance at Intersections.

All property located at street intersections shall be so landscaped as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain at any corner where this would create a traffic or sight problem.

Section 16. Rubbish, Trash & Garbage

All rubbish, trash, and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon. Notwithstanding the foregoing, the Association reserves the right to provide and maintain a dumpster for the use of residents within the Community.

Section 17. Subdivision of Lot.

No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board or its designee. Any such division, boundary line change, or re-platting must also comply with applicable subdivision and zoning regulations.

Section 18. Guns.

The use of firearms in the Community is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and firearms of all types. The Association may use firearms as required for pest control.

Section 19. Alternative Energy Devices.

No artificial or man-made device which is designed or used for collection of or heating by solar energy, or other alternative energy devices shall be placed, allowed, or maintained upon any portion of the Community, including any Lot, without a vote of Owners holding at least seventy percent (70%) of the Total Association Vote.

Section 20. Fences.

No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Board or its designee. Under no circumstances shall any fence be placed, erected, allowed or maintained closer to any street than the front of the residence constructed on such Lot. The Board or its designee may issue guidelines detailing acceptable fence styles or specifications, but in no event may a chain link fence or hog wire fence be approved.

Section 21. Exterior Colors.

The exterior of all improvements, including, without limitation, residences, constructed, erected, allowed, or maintained upon any Lot must be painted or repainted in a color within an approved palette as designated in writing by the Board, which palette may be amended from time to time by the Board.

Section 22. Mailboxes.

All mailboxes and mailbox posts shall be of a type and color as determined from time to time by the Board or its designee.

Section 23. Detached Structures.

No detached structure shall be placed, erected, allowed, or maintained upon any Lot without the prior written consent of the Board or its designee. All detached structures must be consistent in design materials and color with the dwelling on the Lot.

Section 24. Entry Features and Street Signs.

Owners shall not alter, remove or add improvements to any entry features or street signs on any Lot, or any part of any easement area associated therewith without the prior written consent of the Board or its designee.

Section 25. Above-Ground Pools.

Above-ground swimming pools shall not be permitted in the Community. The Board may pass rules and regulations allowing baby pools.

Article VII **Insurance and Casualty Losses**

Section 1. Insurance.

The Association's Board of Directors or its duly authorized agent shall have the authority to obtain insurance for all insurable improvements located on the Common Property or required to be maintained by the Association under Article V, Section 1. hereof. This insurance shall cover loss or damage by fire or other hazards, including extended coverage, 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.

The Board shall have the authority to obtain a public liability policy applicable to the Common Property insuring the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents. The Board shall also have the authority to obtain 'directors and officers' liability insurance.

Premiums for all insurance shall be common expenses of the Association. The policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

In addition to other insurance coverage required by this Section, the Board shall have the authority obtain if available at reasonable cost, as determined in the sole discretion of the Board, a fidelity bond or employees dishonesty coverage covering directors, officers, employees, and other Persons handling or responsible for the Association's funds. The amount of fidelity or employees dishonesty coverage, if obtained, shall be determined in the directors' best business judgment. Such coverage if obtained, shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation and shall not be subject to cancellation, nonrenewal or substantial modification without at least ten (10) days' prior written notice to the Association.

Section 2. Damage and Destruction Lots.

The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within seventy-five (75) days after such damage or destruction or, where repairs cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris there from within seventy-five (75) days after such damage or destruction. In the event of noncompliance with this provision, the Board of Directors shall have all enforcement powers specified in Article XII, Section 1 of this Declaration.

Section 3. Insurance Deductible.

The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among the Persons who are responsible hereunder, or under any declaration or contract requiring the Association to obtain such insurance, for maintenance of the damaged or destroyed property.

Article VIII

Annexation of Additional Property

Subject to the consent of the Owner thereof, and upon the affirmative vote or written consent, or any combination thereof, of Owners of at least two-thirds (2/3) of the Lots, the Association may annex other real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Office of the Clerk of the Superior Court of the county in which the property to be annexed is located a Supplementary Declaration describing the property being annexed.

Any such Supplementary Declaration shall be signed by the President and Secretary of the Association, and any such annexation shall be effective upon the filing for record of such Supplementary Declaration, unless a later effective date is provided therein.

Article IX

Mortgage Provisions

The following provisions are for the benefit of holders of first Mortgages on Lots in the Community. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action.

An institutional holder, insurer, or guarantor of a first Mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number), (therefore becoming an 'eligible holder'), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) Any proposed action, which would require the consent of a specified percentage of Mortgage holders.

Section 2. No Priority.

No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

Section 3. Notice to Association.

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

Section 4. Amendments by Board.

Should the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, HUD or VA subsequently delete any of their respective requirements, which necessitate the provisions of this Article or make any such requirements less stringent, the Board, or to the extent that changes in any local, State or Federal law add mandatory requirements affecting these covenants, then without approval of the Owners, may cause an amendment to be recorded to reflect such changes.

Section 5. Applicability of Article IX.

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

Section 6. Failure of Mortgagee to Respond.

Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

Article X
Easements

Section 1. Easements for Utilities.

There is hereby reserved to the Association blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Association might decide to have installed to serve the Community. It shall be expressly permissible for the Association, or the its designee, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board shall have the right to grant such easement.

Section 2. Easements for Association Maintenance.

There is hereby reserved to the Association a perpetual easement across such portions of the Community, determined in the sole discretion of the Association, as are necessary to allow for the maintenance required under Article V. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment to Owners' property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

Section 3. Easements for Maintenance and Repair.

There shall be reciprocal appurtenant easements between adjacent Lots for the purpose of maintaining or repairing the improvements, including, without limitation, landscaping located on each Lot which easement shall extend to a distance of not more than five (5) feet as measured from any point on the common boundary between the Lots and along a line perpendicular to such boundary at such point. The easement shall be used only for such period of time as is reasonably necessary in order to complete the needed maintenance or repair.

The Lot Owner exercising this easement right shall be liable for the prompt repair of any damage to the Lot over which this easement is exercised which is caused by the maintenance or repair work. The damaged portions of such Lot shall be restored to substantially the same condition as existed prior to the damage.

Section 4. Easements for Entry Features and Street Signs.

There is hereby reserved to the Association an easement over and upon each Lot for ingress, egress, installation, construction, landscaping and maintenance of entry features, street signs and Community signs. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around all entry features and the right to grade the land under and around the entry features.

Section 5. Easements for Common Drives.

There is reserved a joint and reciprocal easement in perpetuity for vehicular and pedestrian traffic in, upon, over, and across those areas, if any, shown on any plat for the Community recorded by the Association, or prior Declarant, in the land records of the county where the Community is located as a common drive (or such similar or equivalent language as would indicate that such area is a common drive among two or more Lots) (hereinafter referred to as a "Common Drive"). These easements shall be for the benefit of any Owner of a Lot upon which a Common Drive is located and shall be for access to and ingress and egress to and from such Owner's Lot by such Owner, and his or her family members, invitees, and designees, in, upon, over, and across the Common Drive, or portion thereof, located on such Owner's Lot. Any Common Drive shall continue to be used for this purpose by the Owners of the Lots upon which such Common Drive is located and by the subsequent Owners and successors-in-title to such Lots. In connection with the reservation of these easements, it is acknowledged and agreed that the Owner of a Lot burdened by these easements will be required to utilize the easements for access to and ingress and egress to and from such Owner's Lot and that such easements are critical to the 'future use and enjoyment' of such Owner's Lot. No Owner shall be allowed to change, alter or diminish the rights of an Owner of a Lot burdened by these easements to the use and enjoyment of the Common Drive located on such Owner's Lot.

Each Common Drive shall be cleaned, maintained, repaired and replaced as a joint effort by the Owners of the Lots upon which such Common Drive is located. This responsibility shall be shared on an equal basis by each of said Owners, notwithstanding the respective use of the Common Drive by the Owners of the Lots upon which the Common Drive is located. In order to protect the value of the respective Lots and to insure the proper use and enjoyment of the respective Lots, the Owner of a Lot upon which a Common Drive is located shall have the full and unrestricted right to cause the cleaning, maintenance, repair and replacement to be made to the Common Drive located on such Owner's Lot as may be necessary to insure that such Common Drive is maintained in good, proper, and functional condition and appearance.

The failure by any Owner of a Lot upon which such Common Drive is located to pay when due his or her portion of any such expense incurred by another Owner of Lot upon which such Common Drive is located for cleaning, maintenance, repair and replacement of such Common Drive shall be a violation of the covenants and restrictions set forth in this Declaration and such nonpaying Owner shall be liable to the Owners who performed such cleaning, maintenance, repair, and replacement for such amount plus costs and expenses, including reasonable attorneys fees actually incurred by such Owner in collecting said amount.

Article XI **General Provisions**

Section 1. Right of Enforcement.

(a) *Compliance.* The Property shall be used only for those uses and purposes set out in this Declaration. Every Owner and Occupant shall comply strictly with this Declaration, By-Laws, and any Association Rules, Regulations and Guidelines, and any lack of compliance therewith shall entitle the Association and, in an appropriate case, one or more aggrieved Owners, to take action to enforce the terms of the Declaration, By-Laws, and any Association Rules, Regulations and Guidelines.

(b) *Fines, Suspensions, & Notices of Non-Compliance.* The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Lot, and to suspend an Owner's right to vote and/or to use the Common Property for violation of any duty imposed under the Declaration, By-Laws, or any Association Rules, Regulations and Guidelines. To the extent any assessments, fines or other charges, or any part thereof, remain unpaid more than thirty (30) days after becoming due, the Owner's and Occupant's rights to vote and use the Common Property shall be automatically suspended until all amounts owed are paid in full. However, nothing herein shall authorize the Association or the Board of Directors to deny ingress and egress to or from a Lot. The Association shall also have the right to record a Notice of Non-Compliance on the County records regarding any outstanding violations of the Declaration, By-Laws, or any Association Rules, Regulations and Guidelines.

(c) *Application to Owner and Occupant.* If any Occupant of a Lot violates the Declaration, By-Laws, or any Association Rules, Regulations and Guidelines, any suspensions may be imposed against the Owner and/or Occupant. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any Association Rules, Regulations and Guidelines shall not be deemed a waiver of the right of the Board to do so thereafter.

(d) *Failure of Enforcement.* Notwithstanding the above, no right of action shall exist against the Association for failure of enforcement where: (i) the Board determines that the Association's position is not strong enough to justify taking enforcement action; (ii) a particular violation is not of such a material nature as to be objectionable to a reasonable person or justify the expense and resources to pursue; or (iii) the Owner or party asserting a failure of enforcement possesses an independent right to bring an enforcement action therefore at law or in equity and has filed to do so.

(e) *Costs and Attorney Fees for Enforcement.* In any enforcement action taken by the Association, including the abatement of any violation, the Association shall be entitled to any costs incurred against an Owner and/or Occupant, including reasonable attorney's fees actually incurred, whether or not a legal proceeding in law or equity is filed in connection with the violation, shall constitute a specific assessment against the Lot.

Section 2. Duration.

The covenants and restrictions of this Declaration shall run with and bind the Properties perpetually to the extent provided for in the Act.

Section 3. Amendment.

This Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least two-thirds (2/3rds) of the Total Association Vote. "Total Association Vote" means all of the votes attributable to members of the Association, but does not include those Lot Owners who have had their right to vote suspended pursuant to the Declaration. The Board may amend the Declaration without a vote of the Owners in order to comply with requirements of federal, state, or local law, including, but not limited to FHA regulations.

If legal action is not instituted to challenge the validity of any amendment to the Declaration (including this restated amendment) within one (1) year of the recording thereof in the County land records, then any such amendment shall be presumed to be validly approved and adopted. Every purchaser or grantee of any interest in any real property now or hereafter subject to this Declaration, by acceptance of a deed or other conveyance, hereby agrees that the Declaration may be amended as provided for in this Section.

Section 4. Gender and Grammar.

The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 5. Severability.

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

Section 6. Captions.

The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 7. Preparer.

This Amended and Restated Declaration was prepared by Michael Rome, Esq. of Rome & Associates, P.C., 707 Whitlock Ave., Suite E-15, Marietta, Georgia 30064.

Section 8. Indemnification.

In accordance with the Georgia Nonprofit Corporation Code and to the full extent allowed, the Association shall indemnify every Person who was or is a party or who is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association), by reason of the fact that such Person is or was serving as a director, officer, or committee member of the Association against any and all expenses, including attorneys' fees, imposed upon or reasonably incurred in connection with any action, suit, or proceeding, if such Person acted in a manner reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Any indemnification hereunder shall be made by the Association only as authorized in a specific case upon a determination that indemnification of the Person is proper under the circumstances.

Section 9. Books and Records.

(a) *Inspection by Members and Mortgagees.* Books and records of the Association may be inspected and copied pursuant to the provisions of Section 14-3-1602 of the Georgia Nonprofit Corporation Act by any member of the Association or by their duly appointed representative, and by holders, insurers, or guarantors of any first Mortgage.

(b) *Rules for Inspection by Members and Mortgagees.*

The Board shall establish reasonable rules with respect to:

- (i) the written notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents.

(c) *Inspection by Directors.* Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extra copies of documents at the reasonable expense of the Association.

(d) *Privileged Documents.* Privileged documents, such as communications between the Association's counsel and the Board, or any documents sealed by order of a court, shall not be subject to inspection by the Association members. It shall be a breach of duty on the part of a Director to release any privileged documents or copies of privileged documents to members of the Association, or any other person, without written permission of the full Board.

Section 10. Notice of Sale.

In the event an Owner sells or otherwise transfers title to his or her Lot, the Owner shall give to the Association, in writing, the name of the purchaser or transferee of the Lot and such other information as the Board may reasonably require.

Section 11. Agreements.

All agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

Section 12. Variances.

Notwithstanding anything to the contrary contained herein, the Board of Directors or its designee shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of the Community, and the Variance is given in a dated writing.

Section 13. Implied Rights.

The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule, 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.

Section 14. Dispute Resolution and Limitations on Litigation.

(a) *Agreement to Avoid Litigation.*

The Association, its officers, directors, and committee members, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the Community, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that those claims, grievances or disputes described in paragraph (b) below ("Claims") shall in lieu of filing suit in any court be resolved using the procedures set forth in **Exhibit "C"** as attached hereto and incorporated herein.

(b) *Claims.*

Unless specifically exempted below, all claims, grievances, or disputes arising out of or relating to the interpretation, application, or enforcement of the Governing Documents, or the rights, obligations, and duties of any Bound Party under the Governing Documents or relating to the design or construction of improvements on the Community shall be subject to the procedures contained in **Exhibit "C"**. Notwithstanding the above, unless all parties otherwise agree, the following shall not be Claims and shall not be subject to the provisions of this Section:

Any suit by the Association against any Bound Party to enforce the provisions of Article IV (Assessments);

Any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Article VI (Use Restrictions and Rules);

Any suit between Owners, which does not include the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents;

Any suit in which any indispensable party is not a Bound Party; and

Any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by this Section.

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

Section 15. Security.

THE ASSOCIATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE EFFICACY OF SUCH STRUCTURES FROM A SAFETY OR SECURITY STANDPOINT OR THAT SUCH STRUCTURES MAY NOT BE COMPROMISED OR CIRCUMVENTED. EACH OWNER, FOR HIMSELF OR HERSELF AND HIS OR HER TENANTS, GUESTS, LICENSEES, AND INVITEES, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION IS NOT A PROVIDER OF SECURITY AND SHALL NOT HAVE A DUTY TO PROVIDE SECURITY ON THE PROPERTY. IT SHALL BE THE RESPONSIBILITY OF EACH OWNER TO PROTECT HIS OR HER PERSON AND PROPERTY AND ALL RESPONSIBILITY TO PROVIDE SECURITY SHALL LIE SOLELY WITH EACH OWNER. EACH OWNER, TENANT, OCCUPANT, GUEST AND INVITEE ASSUMES ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE AND FURTHER ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION HAS MADE NO SUCH REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, TENANT, OCCUPANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATIVE TO ANY SAFETY OR SECURITY MEASURES IMPLEMENTED OR APPROVED. 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. FURTHERMORE, THE ASSOCIATION DOES NOT GUARANTEE THAT NON-OWNERS AND NON-OCCUPANTS WILL NOT GAIN ACCESS TO THE PROPERTY AND COMMIT CRIMINAL ACTS, NOR THAT CRIMINAL ACTS AT THE SUBDIVISION/PROPERTY WILL NOT BE COMMITTED BY OTHER OWNERS OR OCCUPANTS.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the foregoing Amendment is executed by the undersigned duly authorized representative of the Association on this 18 day of May, 2014.

Pembroke Property Owners Association, Inc.

BY: [Signature]
TITLE: President.

ATTEST:
[Signature]
SECRETARY

[Signature]
WITNESS

Sworn to, signed, sealed and
Delivered before me on the
18 day of May, 2014.

Elizabeth Chadell

Notary Public
Cobb County, Georgia Exp. 4-24-15

NOTARY PUBLIC

[SEAL] [Signature]

EXHIBIT "B"

Leasing Restrictions

In order to preserve the character of Pembroke subdivision as predominantly owner-occupied and thus protect the value of Lots within the Community, and ensure that Lots qualify for eligibility regarding mortgage financing, insofar as the criteria is based upon percentage of owner-occupied Lots, the leasing of Lots is prohibited, other than as provided herein for certain Mortgagees and except as provided in this Section. Leasing of Lots is permitted only by: an Owner who has received a written Leasing Permit or Hardship Leasing Permit from the Board as provided in this Section. The Board shall have the power to make and enforce reasonable rules and regulations in order to enforce the provisions of this Section, including the establishment of a reasonable processing fee for requests to approve leasing of a Lot, and the right to impose fines constituting a lien upon the Lot being leased.

(a) *Definitions.*

(i) "Assessments" shall include (1.) annual assessments as defined in this Declaration. (2.) special assessments as that term is defined in this Declaration; and (3.) specific assessments, which are charges against a particular Lot that are established pursuant to the terms of the Declaration.

(ii) "Effective Date" the date on which this Amendment to the Declaration of Covenants, Conditions and Restrictions for Pembroke subdivision is recorded in the County Records.

(iii) "Leasing" for the purposes of this Declaration is defined as the regular, exclusive occupancy of a Lot by any person other than the Owner or a spouse, child or parent of an Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, or gratuity.

(b) *Leasing Permit.* Owners who want to lease their lots may do so only if they have applied for and received from the Board a "Hardship Leasing Permit". The Board may establish conditions as to the duration and use of such permits consistent with this Section. All Hardship Leasing Permits shall be valid only as to a specific Owner and Lot and shall not be transferable between either Lots or Owners, including subsequent Owners of a Lot.

An Owner's request for a Hardship Leasing Permit shall be approved if the number of current, outstanding permits issued is less than three (3), and the Owner has occupied the Lot as his or her primary residence for at least twelve (12) months, and is not delinquent on any assessment, fine, or other charge owed to the Association; provided further, an Owner may only lease one Lot at any given time. Leasing Permits are automatically revoked upon the sale or transfer of the Lot to a third party (excluding sales or transfers to an Owner's Spouse or through inheritance).

If the number of current Leasing Permits issued is more than two (2), then no additional Leasing Permits shall be issued until that number falls below three (3). Owners who have been denied a Leasing Permit shall automatically be placed on a waiting list for a Leasing Permit.

(c) *Hardship Leasing Permits.* If the failure to lease will result in a hardship, the Owner may seek to lease on a hardship basis by applying to the Board of Directors for a Hardship Leasing Permit. The Board shall have the authority to issue or deny requests for Hardship Leasing Permits in its discretion after considering the following factors: (i) the nature, degree, and likely duration of the hardship, (ii) the number of Hardship Leasing Permits which have been issued to other Owners, (iii) the Owner's ability to cure the hardship, and (iv) whether previous Hardship Leasing Permits have been issued to this Owner. The Board shall not consider any hardship that pre-exists the Owner's purchase of their Lot.

Hardship Leasing Permits shall be valid for a lease term not to exceed one (1) year. Hardship Leasing Permits shall not be renewed. Therefore, any lease signed under a Hardship Leasing Permit must contain a provision stating that the lease is not renewable.

(d) *Leasing Provisions.* Leasing of Lots shall be governed by the following provisions:

(i) Notice. At least seven (7) days before entering into a lease, the Owner shall provide the Board with a copy of the proposed written lease agreement. The Board shall approve or disapprove the form of said lease. If the form of the lease is disapproved, the Board shall notify the Owner of the action to be taken to bring the lease in compliance with the Declaration and any rules and regulations adopted pursuant thereto.

(ii) General. Lots may be leased only in their entirety; no rooms, basements or fractions of Lots may be leased without prior written Board approval. All leases shall be in writing. There shall be no subleasing of Lots or assignment of leases without prior written Board approval. Within ten (10) business days after executing a lease agreement, the Owner shall provide the Board with a copy of the lease, and the name and phone number of the lessee and all other people occupying the Lot, in addition to any other contact information requested by the Board. The Owner must provide the lessee copies of the Declaration, Bylaws, Architectural Standards, and Rules and Regulations of the Association. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease.

(iii) Required Provisions. 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 the lease by existence of this covenant, and the lessee, by occupancy of the Lot, agrees to the applicability of this covenant, and incorporation of the following language contained in Subsections (A) and (B) into the lease:

(A) Liability for Assessments and Other Charges. *Lessee agrees to be personally obligated for the payment of all assessments and all other charges against the Lot which become due during the term of the lease, including, but not limited to, fines which become due as a consequence of lessee's activities which violate provisions of the Declaration, Bylaws, Architectural Standards, or the rules and regulations of the Association. When an Owner who is leasing a Lot fails to pay any assessment or any other charge against the Lot for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon demand by the Board, lessee shall pay to the Association all unpaid assessments and other charges payable during the remaining term of the lease and any other period of occupancy by the lessee; provided that lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Association's request.*

All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If the lessee fails to comply with the Board's demand to pay assessments or other charges to the Association, lessee shall be personally obligated to pay to the Association all amounts authorized under the Declaration as if the lessee were the Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which the Owner would otherwise be responsible.

(B) Compliance with the Governing Documents and Enforcement Powers of the Association.

If a Lot is leased or occupied in violation of this Section, the Association may bring an action against the lessee and/or the Owner for recovery of damages or for injunctive relief, or may impose any other sanctions authorized by the Declaration and Bylaws, as they may be amended from time to time, or which may be available at law or in equity. Failure by the Association to enforce any of its rights shall in no event be deemed a waiver of the right to do so thereafter.

The Lessee shall comply with all provisions of the Declaration, Bylaws, Architectural Standards and rules and regulations of the Association, and shall control the conduct of all other occupants and guests of the leased Lot in order to ensure such compliance, and shall indemnify and hold the Association harmless for any such person's failure to comply.

The Owner shall cause all occupants of the Lot to comply with the Declaration, Bylaws, Architectural Standards and the rules and regulations, and shall be responsible for all violations and

losses caused by such occupants, notwithstanding the fact that such occupants of the Lot are also liable for any such violation or loss.

If the lessee, or a person living with the lessee, violates the Declaration, Bylaws, Architectural Standards or a rule and regulation of the Association, fines may be levied against the lessee and/or the Owner; and such a violation is deemed to be a default under 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 and Lessee hereby further agree to hold harmless the Association, its Board of Directors, employees and agents if the Association exercises the powers herein granted to the Association.

(e) Rights of First Mortgagees. Notwithstanding anything to the contrary herein contained, the provisions of this Article shall not impair the right of any first Mortgagee to:

- (i) foreclose or take title to the Lot pursuant to remedies contained in any 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.

Exhibit "C"

Mandatory Procedures for Dispute Resolution

(a) *Notice.* Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (collectively, the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:

The nature of the Claim, including the Persons involved and Respondent's role in the Claim;
 The legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
 Claimant's proposed resolution or remedy; and
 That Claimant's desire to meet with Respondent to discuss in good faith ways to resolve the Claim.

(b) *Negotiation.* The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in resolving the dispute by negotiation.

(c) *Mediation.* If the Parties do not resolve the Claim within 30 days of the date of the Notice (or within such other period as may be agreed upon by the Parties), Claimant shall have 30 additional days to submit the Claim to mediation to an independent agency providing dispute resolution services in the Cobb County area. Each Bound Party shall present the mediator with a summary of the Claim prior to the mediation session.

If Claimant does not submit the Claim to mediation within such time, or does not appear for and participate in good faith in the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

Any settlement of the Claim through mediation shall be documented in writing by the mediator. If the Parties do not settle the Claim within 30 days after submission of the matter to the mediation process, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date mediation was terminated ("Termination of Mediation"). Except as provided below in subparagraph (d), the Claimant shall then be entitled to file suit or initiate administrative proceedings on the Claim as appropriate. Each Bound Party shall bear its own costs of mediation and each Party shall share equally all fees charged by the mediator.

(d) *Final and Binding Arbitration.* If the Parties do not agree in writing to a settlement of the Claim within 15 days of the Termination of Mediation, the Claimant shall have 15 additional days to submit the Claim to arbitration in accordance with the Official Code of Georgia Annotated, Section 9-9-1, et seq. If not timely submitted to arbitration or if the Claimant fails to appear for the arbitration proceeding, the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons other than Claimant.

This subsection (d) is an agreement to arbitrate and is specifically enforceable under the applicable arbitration laws of the State of Georgia. The arbitration award (the "Award") shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Georgia. Each Bound Party shall bear its own costs and each Party shall share equally all fees charged by the arbitrator.

(e) *Allocation of Costs of Resolving Claims.* Subject to subparagraph (d) above, each Party shall bear its own costs, including any attorneys' fees incurred, and each Party shall share equally all charges rendered by the mediator(s) and all filing fees and costs of conducting the arbitration proceeding ("Post Mediation Costs").

Any award which is equal to or more favorable to Claimant than Claimant's Settlement Demand shall add Claimant's Post Mediation Costs to the Award, such costs to be borne equally by all Respondents. Any Award which is equal to or less favorable to Claimant than any Respondent's Settlement Offer shall award to such Respondent its Post Mediation Costs. (f)

Enforcement of Resolution. After resolution of any Claim, if any party fails to abide by the terms of any agreement or Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in this Section. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys' fees actually incurred, and court costs.