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After recording please return to:

Ms. Lynn Self, Secretary
Bellewood Homeowners' Association, Inc.
1161 Bellewood Square
Dunwoody, GA 30338

Cross Reference:

Deed Book 10686, Page 300
Deed Book 10836, Page 167
Deed Book 11380, Page 785
Deed Book 21473, Page 653
Deed Book 21930, Page 252
Deed Book 23228, Page 441

**AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS,
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**AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BELLEWOOD**

WHEREAS, Bellewood Ventures, L.L.C., a Georgia limited liability company, recorded a Declaration of Covenants, Restrictions and Easements for Bellewood (hereinafter, the "Original Declaration") on June 17, 1999, in Deed Book 10686, Page 300 of the DeKalb County, Georgia records; and

WHEREAS, the Original Declaration has been previously amended by First Amendment to Declaration of Covenants, Restrictions and Easements of Bellewood recorded July 19, 1999, in Deed Book 10836, Page 167 of the DeKalb County, Georgia records; Second Amendment to Declaration of Covenants, Restrictions and Easements of Bellewood recorded May 24, 2000, in Deed Book 11380, Page 785 of the DeKalb County, Georgia records; Third Amendment to Declaration of Covenants, Restrictions and Easements recorded June 4, 2009, in Deed Book 21473, Page 653 of the DeKalb County, Georgia records; and Fourth Amendment to Declaration of Covenants, Restrictions and Easements of Bellewood recorded April 14, 2010, in Deed Book 21930, Page 252 of the DeKalb County, Georgia records (hereinafter, the "Fourth Amendment"); and

WHEREAS, Article XI, Section 3 of the Original Declaration provides for amendment of the Original Declaration with the written consent of at least fifty percent (50%) of the Owners (as therein defined) following a meeting upon a petition signed by at least twenty five (25%) of the Owners absent any adverse effect on the title of any Unit (as therein defined) or material alteration, modification, change or rescission of any right, title, interest or privilege granted or accorded to the holder of any Mortgage (as therein defined) affecting any Unit (as therein defined); and

WHEREAS, at least fifty percent (50%) of the Owners consented in writing to the Fourth Amendment following a meeting upon a petition signed by at least twenty five (25%) of the Owners and Fourth Amendment had no any adverse effect on the title of any Unit or materially altered, modified, changed or rescinded any right, title, interest or privilege granted or accorded to the holder of any Mortgage affecting any Unit; and

WHEREAS, the Fourth Amendment contained an affirmative election to avail the Development (as therein defined) of the benefits and provisions of the Georgia Property Owners' Association Act, O.C.G.A. §§ 44-3-220 through 44-3-235; and

WHEREAS, O.C.G.A. § 44-3-226(a) provides that a declaration within the meaning of O.C.G.A. § 44-3-221(6), and any amendments thereto, shall be amended only by the agreement of Owners (as hereinafter defined) of Lots (as hereinafter defined) to which two-thirds of the votes in the Association (as hereinafter defined) pertain; and

WHEREAS, two-thirds of the Owners (as hereinafter defined) have consented and agreed to this Declaration following due and proper notice;

WHEREAS, Bellewood Homeowners' Association, Inc. is the successor-in-title to Bellewood Ventures, L.L.C. pursuant to the instrument of conveyance recorded August 29, 2012, in Deed Book 23228, Page 441, of the DeKalb County, Georgia records;

NOW, THEREFORE, the Original Declaration and all amendments thereto are hereby stricken in their entirety, this Declaration is simultaneously substituted therefor, and Declarant (as hereinafter defined) hereby declares that the real property described in Exhibit "A" attached hereto and by this reference incorporated herein is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, mortgaged and otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments and liens, hereinafter set forth, which are for protecting the value and desirability of and which shall run with the title to the real property hereby and 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 and hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title and assigns and shall inure to the benefit of each owner of all or any portion thereof.

Article 1: Definitions

The following words when used in this Declaration shall have the following meanings:

1.1 "Act" shall mean the Georgia Property Owners' Association Act, O.C.G.A. §§ 44-3-220 through 44-3-235.

1.2 "ARC" shall mean the Architectural Review Committee provided for in Article 6 of this Declaration (as hereinafter defined).

1.3 "Articles of Incorporation" means the Articles of Incorporation of Bellewood Homeowners' Association, Inc., filed with the Georgia Secretary of State and incorporated herein by this reference, as may be amended from time to time.

1.4 "Association" means Bellewood Homeowners' Association, Inc., a Georgia non-profit corporation, and its successors and assigns.

1.5 "Board of Directors" or "Board" means the executive and administrative body vested with the authority to operate and manage the Association's affairs.

1.6 "Bylaws" means the Bylaws of Bellewood Homeowners' Association, Inc., attached to this Declaration as Exhibit "B" and incorporated herein by this reference, as may be amended from time to time.

1.7 "Capital Budget" shall mean a Capital Expenditure Budget including non-recurring expenses of the Association benefiting more than one (1) year which provide additional value to the Association and its associated property. Capital Budget expense items

shall be at an amount of \$2,000 or greater and those which are not specifically included in a Replacement Reserve report. The Capital Budget is funded primarily by Special Assessments.

1.8 “Common Area” means any and all real and personal property, together with any and all improvements now or hereinafter located thereon, submitted to this Declaration that is owned or leased by the Association for the common use and enjoyment of the Owners (as hereinafter defined).

1.89 “Common Expenses” means all expenditures lawfully made or incurred by or on behalf of the Association together with all funds lawfully assessed for the creation and maintenance of reserves pursuant to the provisions of this Declaration.

1.10 “Declarant” means the Association as successor-in-title to Bellewood Ventures, L.L.C. pursuant to the instrument of conveyance recorded August 29, 2012, in Deed Book 23228, Page 441, of the DeKalb County, Georgia records.

1.11 “Declaration” means this recordable instrument creating covenants upon the Development that are administered by the Association.

1.12 “Development” means that certain real property described in Exhibit “A,” attached hereto, and any property annexed thereto.

1.13 “Development-Wide Standard” means the standard of conduct, maintenance or other activity generally prevailing in the Development, which may be more specifically determined by the Board of Directors of the Association as provided for herein.

1.14 “Drainage Facilities” means any and all areas of the Development used for storm or surface water drainage, collection and retention, including, without limitation, drainage easements, retention ponds, and any and all pipes, ditches, culverts, headwalls, weirs, catch basins, and rip rap used in connection therewith.

1.15 “Gate System” means the mechanical gate system and all items appurtenant thereto, including, but not limited to, security cameras and recording device(s), installed by the Association that limits and restricts vehicular access, ingress and egress to the Development.

1.16 “Lot” means any plot or parcel of land, other than a common area, designated for separate ownership and occupancy as shown on the subdivision plat(s) for the Development recorded in the DeKalb County, Georgia land records. Where the context indicates or requires, the term “Lot” includes any structure on the lot.

1.17 “Membership” means the collective total of all Owners (as hereinafter defined).

1.18 “Mortgage” means any and all instruments used for the purpose of encumbering or conveying title to real property in the Development as security for the payment or satisfaction of an obligation, including, without limitation, any mortgage, deed to secure debt or deed of trust.

1.19 “Mortgagee” means the holder of a Mortgage.

1.20 “Occupant” means any Person occupying all or any portion of a Lot for any period of time, regardless of whether such Person is a tenant of the Owner of such property.

1.21 “Operating Budget” shall mean an Operating Budget including the recurring monthly and yearly expenses of the Association and funded primarily by both monthly dues and late fees.

1.22 “Owner” means the record owner, whether one or more Persons, of a fee interest in any Lot located in the Development, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.

1.23 “Person” means any individual, individual acting in a fiduciary capacity, corporation, limited partnership, Limited Liability Company, general partnership, Joint Stock Company, joint venture, association, company or other organization recognized as a separate legal entity under Georgia law.

1.24 “Replacement Reserve Budget” shall mean a Replacement Reserve Budget including the expenses for replacement of items specifically identified in a Replacement Reserve Report and funded primarily by both General Assessments and Initiation Assessments.

1.25 “Replacement Reserve Report” shall mean a Replacement Reserve Report created in conjunction with a Replacement Reserve Study.

1.26 “Supplementary Declaration” means a supplement to this Declaration that subjects additional property to the provisions of this Declaration and/or imposes additional covenants, conditions, restrictions or easements on the real property described in this Declaration.

1.27 “Total Association Vote” means the votes attributable to the entire Membership of the Association as of the record date for such action, but specifically excluding the votes of any Owners whose voting rights have been suspended as provided herein, whether or not such members are present or represented at the meeting, if any, where such votes are to be cast. If, for example, and without limitation, two-thirds (2/3) of the Total Association Vote is required to approve a matter, such matter must receive two-thirds (2/3) of the votes attributable to all existing members of the Association as of the record date for such action (and excluding the votes of any Owners whose voting rights have been suspended as provided herein), whether or not such members are present or represented at the meeting, if any, where such votes are to be cast.

Article 2: Property Subject To This Declaration

2.1 Property Hereby Subjected to This Declaration. The real property which is, by the recording of this Declaration, subject to the covenants, conditions, restrictions and easements hereinafter set forth and which, by virtue of the recording of this Declaration, shall

be held, transferred, sold, conveyed, used, occupied and encumbered subject to this Declaration is the real property described in Exhibit "A" attached hereto and by this reference made a part hereof.

2.2 Annexation by the Association. Upon the written consent of: (a) the owner(s) thereof; and (b) the Owners of at least two-thirds (2/3) of the Lots, the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the DeKalb County, Georgia land records a Supplementary Declaration describing the property being annexed. Any such Supplementary Declaration shall be executed on behalf of the Association by the President of the Association whose signature shall be attested by the Secretary of the Association. The annexation shall be effective only upon the filing for record of such Supplementary Declaration in the DeKalb County, Georgia land records, unless a later effective date is provided therein.

Article 3: Association Membership and Voting Rights

3.1 Membership. Every Person who is the record owner of a fee interest in any Lot that is subject to this Declaration shall 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 an Owner's membership. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. The rights and privileges of membership, including the right to hold office, may be exercised by a member or the spouse of a member, but in no event shall more than one (1) Person representing a single membership hold office at the same time. This Article 3.1 is not intended to prohibit the same individual from being both an officer and a director of the Association.

3.2 Voting. Members shall be entitled to cast one (1) vote for each Lot owned. Since an Owner may be more than one Person, if only one of those Persons is present at a meeting of the Association, that Person shall be entitled to cast the votes pertaining to the Lot. However, if more than one of those Persons is present, the vote pertaining to that Lot shall be cast only in accordance with their unanimous agreement, which 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 others to the Person presiding over the meeting. The Board of Directors may suspend the voting rights of an Owner for any period during which any past due assessment against any Lot of the Owner remains unpaid for more than thirty (30) days; and, for a reasonable period of time for an infraction of the Declaration, Bylaw or rules and regulations of the Association, as more particularly set forth herein.

Article 4: Assessments

4.1 Purpose of Assessments. The assessments provided for herein shall be used exclusively for the purposes of providing for the common good and general welfare of the Owners of the Lots, including, without limitation, the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board.

4.2 Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) general assessments; (b) special assessments; (c) initiation assessments; and (d) specific assessments. All assessments, together with late charges, interest, and costs of collection, including, without limitation, reasonable attorneys' fees, all as provided hereafter, shall, from the time the sums become due and payable, be a charge on the land and a continuing lien in favor of the Association on the Lot against which each assessment is made. The recording of this Declaration shall constitute record notice of the existence of the lien, and no further recordation of any claim of lien for assessments shall be required to establish or perfect the lien for delinquent assessments of any installment thereof. The lien shall be superior to all other liens whatsoever except (1) liens for ad valorem taxes on the Lot; (2) the lien of any first priority mortgage covering the Lot and the lien of any mortgage recorded prior to the recording of the declaration; or (3) the lien of any secondary purchase money mortgage covering the Lot, provided that neither the grantee nor any successor grantee of the mortgage is the seller of the Lot. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, encumber, and convey the same as provided for in Article 10.3(c) herein. The lien for assessments shall lapse and be of no further effect, as to assessments or installments thereof, together with late charges and interest applicable thereto, which first become due and payable more than three years prior the date upon which the notice contemplated in Article 10.3(c) herein is given or more than three (3) years prior to the institution of an action therefor if an action is not instituted within ninety (90) days after the giving of the notice.

Each assessment, together with late charges, interest and costs of collection, including, without limitation, reasonable attorneys' fees actually incurred, shall also be the personal obligation of the Person who was the Owner of the pertinent Lot at the time the assessment fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Lot. The personal obligation of the Owner to pay such assessments shall remain such Owner's personal obligation and shall also pass to such Owner's successors-in-title subject to O.C.G.A. §44-3-225(d); provided, however, the liability of a grantee for the unpaid assessments of the grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings. Such Owner shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which such Owner was obligated to pay immediately preceding the transfer or conveyance; and such Owner and such successors-in-title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such Owner and such successors-in-title creating any indemnification of the Owner or any relationship of principal and surety as between themselves.

No Owner may waive or otherwise be exempt from liability for the assessments provided for herein for any reason, including, by way of illustration and not limitation, the following: (a) abandonment of the Lot; (b) nonuse of the Common Area, including, without limitation, non-use of the Development recreational facilities, if any; (c) the Association's failure to perform its obligations required under the Declaration; or (d) inconvenience or discomfort arising out of the Association's performance of its duties. No diminution or abatement of any assessment shall be claimed or allowed by reason of any failure of the Association to take some action or perform some function required to be taken or performed

by the Association, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

4.3 Budget. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall consist of a separate Operating Budget, a Capital Budget and a Replacement Reserve Budget and include any sums the Association, acting through the Board, determines necessary for the continued ownership, operation and maintenance of the Common Area, improvements to the Common Area, operating expenses of the Association, payment for any items of betterment and the establishment of reserve funds. The Operating Budget may include, without limitation, the following: (a) sums for property taxes for the Common Property; (b) insurance premiums; (c) legal and accounting fees; (d) management fees; (e) charges for utilities and other services provided by the Association, if any; (f) costs to maintain the Development entry features, including any electricity and irrigation expenses associated therewith; (g) landscape maintenance; (h) costs associated with the maintenance of Drainage Facilities; (i) costs to maintain and repair the private Development streets and the Gate System; and (j) expenses and liabilities incurred as provided herein and in the Articles of Incorporation and Bylaws for the indemnification of officers and directors and in connection with the enforcement of rights and duties of the Association against Owners and others. The Board shall cause the Operating Budget to be levied against each Lot for the year to be delivered to each member at least thirty (30) days prior to the Due Date(s) (as hereinafter defined) of the first calendar year installment of such monthly dues. The Operating Budget shall become effective when approved by a majority of the Total Association Vote taken in accord with the Bylaws. Notwithstanding the foregoing, however, in the event the membership fails to approve the proposed Operating Budget or the Board fails for any reason to determine the Operating Budget for any period, then and until such time as an Operating Budget has been determined, as provided herein, the Operating Budget in effect shall continue.

4.4 Accumulation of Funds Permitted. The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of annual assessments or otherwise, and may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purpose.

4.5 General Assessments. General assessments include any sums the Association, acting through the Board, determines necessary for the continued ownership of the Common Area, replacements to the Common Area, Replacement Reserve Budget items, and the establishment of reserve funds. The Board shall cause the Replacement Reserve Budget and general assessment to be levied against each Lot for the year to be delivered to each member at least thirty (30) days prior to the Due Date(s) (as hereinafter defined) of such general assessment. The Association, acting through the Board, shall levy a general assessment equally on all Lots each fiscal year, which shall not be subject to change during that year and shall be divided into a minimum of two (2) amounts. The Replacement Reserve Budget and general

assessment shall become effective when approved by a majority of the Total Association Vote taken in accord with the Bylaws. Once approved by the Association, should the Board be required to allot more than 15% to a single Replacement Reserve Budget item as defined in a Reserve Replacement Report or allot funds for any item not included in the Replacement Reserve Budget, approval by a majority of the Total Association Vote taken in accord with the Bylaws must be obtained.

4.6 Special Assessments. The Association, acting through the Board, may levy a special assessment against all Owners in the Development for Capital Budget items, unbudgeted or unanticipated expenses, and expenses in excess of those budgeted provided that such special assessments are approved by two-thirds (2/3) of the Total Association Vote in accord with the Bylaws. The Board shall cause the special assessment to be levied against each Lot to be delivered to each member at least thirty (30) days prior to the Due Date(s) of such special assessment.

4.7 Initiation Assessments. The Association, acting through the Board, may levy a one-time initiation assessment in an amount to be determined by the Board from time to time but not to exceed \$2,500 to be paid upon acquisition of title to a Lot by an Owner and all successor Owners, including successor Owners acquiring title through foreclosure and to be used, in the discretion of the Board, for future capital contributions.

4.8 Specific Assessments. The Board shall have the power to levy specific assessments as, in its discretion, it shall deem appropriate. The failure of the Board to exercise its authority under this Article 4.8 shall not be grounds for any action against the Association and shall not constitute a waiver of the Board's right to exercise its authority under this Article 4.8 in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Article 4.8. By way of explanation and not limitation, the following shall constitute specific assessments: (a) fines levied pursuant to this Declaration; (b) all costs associated with reprogramming the front gate call box directory upon change in ownership and/or occupancy; and (c) the cost of maintenance performed by the Association for which an Owner is responsible. In addition to the foregoing, the Board may also specifically assess Owners for Association expenses as follows: (a) expenses of the Association that benefit less than all of the Lots may be specifically assessed equitably among all of the Lots that are benefited according to the benefit received, including, but not limited to, delinquent utility charges, as determined by the Board; (b) expenses of the Association that benefit all Lots but do not provide an equal benefit to all Lots may be specifically assessed equitably among all Lots according to the benefit received; and (c) expenses of the Association that are attributable to or incurred as a result of the conduct of an Owner or the Occupants, guests, tenants, invitees or licensees of the Owner may be specifically assessed against the Lot of such Owner. Nothing herein shall permit the Association, acting through the Board, to disproportionately allocate Common Expenses for periodic maintenance, repair, and replacement of any portion of the Common Area or the Lots that the Association has the obligation to maintain, repair, or replace.

4.9 Procedure for Levying Assessments. All assessments shall be paid in such manner on such date or dates (hereinafter, the "Due Date(s)") as may be fixed by the Association, acting through the Board, which may include, without limitation, acceleration upon ten (10) days written notice for delinquents. The Association, by and through the Board, shall cause notice of all assessments to be sent to each Owner at least thirty (30) days in advance of the Due Date(s).

4.10 Subordination of Liens to Mortgages. Notwithstanding anything to the contrary in this Declaration or any other document related thereto or executed in connection therewith, the lien of all assessments authorized herein is hereby made subordinate to the lien of any first Mortgage placed on a Lot if, but only if, all assessments and charges with respect to such Lot authorized herein having Due Date(s) on or prior to the date of the Mortgage as filed of record have been paid. The lien hereby subordinated is only such lien as relates to assessments and charges authorized hereunder having a due date subsequent to the date such Mortgage is filed of record and prior to the satisfaction, cancellation or foreclosure of such Mortgage or the sale or transfer of the Lot pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the Lot pursuant to a sale under power contained in such Mortgage. Such subordination is merely a subordination and shall not relieve the Owner of the Lot of the personal obligation to pay all assessments coming due during such period of ownership; shall not relieve such Lot from the lien provided for herein (except to the extent a subordinated lien is extinguished as a result of such subordination as against a Mortgagee or such Mortgagee's assignee or transferee by foreclosure or by sale under power); and no sale or transfer of such Lot to the Mortgagee or to any other Person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure or pursuant to a sale under power, shall relieve any existing or previous Owner of such Lot of any personal obligation or relieve such Lot or the then Owner of such Lot from liability for any assessment authorized hereunder that becomes due after such sale and transfer.

4.11 Remedies of the Association. Any assessments or installments thereof which are not paid by the Due Date(s) shall be delinquent. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge (in an amount determined by the Board from time to time but not to exceed ten percent (10%) of the delinquent assessment or installment thereof) and interest (at a rate set by the Board of Directors from time to time, but not to ten percent (10%) per annum on each assessment or installment thereof and any late charge pertaining thereto from the date same was first due and payable). As provided in O.C.G.A. § 44-5-60(e), the obligation for the payment of assessments and fees arising hereunder shall also include costs of collection, including, without limitation, reasonable attorney's fees actually incurred, and the award of attorneys' fees shall not be construed in accordance with the provisions of O.C.G.A. § 13-1-11(a)(2). The Association may cause a notice of delinquency to be given to any Owner who has not paid by the Due Date(s). In the event that the assessment remains unpaid after sixty (60) days said notice of delinquency is transmitted, the Association may institute suit to collect such amounts and/or to foreclose its lien as provided for in Article 10.3(c) herein. The Association may also suspend the membership rights of the delinquent Owner, including the right to vote, the right of use and enjoyment in and to the Common Area, including, without limitation, the right to use and enjoy the Development recreational facilities, if any, and the right to receive

and enjoy such services and other benefits as may then be provided by the Association; provided, however, that no such suspension shall deny an Owner or Occupant access to the Lot owned or occupied, as the case may be. Any such suspension shall not affect an Owner's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent lien on such Lot in favor of the Association.

4.12 Failure to Assess. The omission or failure of the Board to fix the assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as the last year for which an assessment was made, if any, until a new assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

4.13 Estoppel Letter. Any Owner, Mortgagee of a Lot, person having executed a contract for the purchase of a Lot, or lender considering the loan of funds to be secured by a Lot shall be entitled upon request to a statement from the Association or its management agent setting forth the amount of assessments past due and unpaid together with late charges and interest applicable thereto against that lot. Such request shall be in writing, shall be delivered to the registered office of the Association, and shall state an address to which the statement is to be directed. Failure on the part of the Association, within five business days from the receipt of such request, to mail or otherwise furnish such statement regarding amounts due and payable at the expiration of such five-day period with respect to the Lot involved to such address as may be specified in the written request therefor shall cause the lien for assessments to be extinguished and of no further force and effect as to the title or interest acquired by the purchaser or lender, if any, as the case may be, and their respective successors and assigns, in the transaction contemplated in connection with such request. The information specified in such statement shall be binding upon the association and upon every Owner. Payment of a \$10.00 fee, however, shall be required as prerequisite to the issuance of such a statement.

Article 5: Maintenance; Common Area

5.1 Association's Maintenance Responsibility. The Association shall maintain and keep in good repair the Common Area, which shall include, without limitation, the maintenance, repair and replacement of all landscaping, structures and improvements located thereon. The Association shall also maintain (whether or not constituting Common Area) the following: (a) all Development entry features, including, without limitation, any landscaping associated therewith, including, but not limited to, the trees along Mt. Vernon, and any irrigation system and/or lighting system providing water and/or electricity to such entry features, regardless of whether such entry features and related landscaping are located on a Lot, Common Area or public right-of-way; (b) all Development green space and open space; (c) all Drainage Facilities and any gate, wall, fence or other enclosure surrounding same if and to the extent not maintained on an ongoing basis by the owner of such facilities, a governmental entity or third party; provided, however, each Owner of a Lot, and not the Association, shall be responsible for the maintenance, repair and replacement of Drainage Facilities that are located on and exclusively serve such Lot; (d) the private Development streets, sidewalks and street signs and any street medians and islands located along such

private streets; (e) the Gate System; (f) parks, including, but not limited to, park benches, fountains, and the Chinese Elm Trees; and (g) the Willow Oaks Trees that line the streets in the Development. The Association shall also perform certain routine and customary exterior maintenance activities on all Lots including lawn care and maintenance, shrubbery pruning, and maintenance of the boundary fence, the expense of which shall be included in the annual assessment of Owners by the Association as provided for herein.

All maintenance by the Association shall be performed consistent with the Development-Wide Standard. The Board of Directors may authorize the officers of the Association to enter into contracts with any Person or Persons to perform maintenance hereunder on behalf of the Association. All Owners authorize such Persons to enter upon his, her or its respective Lots for such purposes. In the event that the Association determines 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 Occupants, family, guests, lessees or invitees of an Owner, then the Association may perform such maintenance, repair or replacement and all costs thereof, not paid for by insurance, shall be assessed against the Lot of such Owner as a specific assessment.

5.2 Owner's Maintenance Responsibility.

(a) General. Except for maintenance performed on or to a Lot by the Association pursuant to Article 5.1, if any, all maintenance and/or repair of the Lot and all structures, landscaping, and other improvements located thereon shall be the sole responsibility of the Owner thereof; provided, however, that all of the foregoing shall comply with the Development-Wide Standard and this Declaration, including, but not limited to, Article 6 (Architectural and Landscaping Guidelines) and Article 7 (Use Restrictions and Rules).

(b) Failure to Maintain. In the event that the Board determines that any Owner has failed or refused to discharge properly any of such Owner's obligations under Article 5.2(a), the Association shall, except in an emergency situation, give the Owner written notice of the Association's intent to provide such maintenance, repair or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement to be performed. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair or replacement; provided, however, that if the Owner makes a prior written request for additional time, and the Board approves same in writing, the Owner shall have such additional time as is approved by the Board to complete such maintenance, repair or replacement. If an Owner does not comply with the provisions hereof, the Association may provide such maintenance, repair or replacement to the Lot and all costs associated therewith shall be assessed against the Owner and the Lot as a specific assessment. In addition or in the alternative to the foregoing, the Association, acting through its Board, shall have the authority and standing to pursue any and all remedies available at law and equity to enforce the provisions of this Article 5.2, including, without limitation, the right to levy and collect fines against non-complying Owners and Occupants and the right to obtain a temporary restraining order, interlocutory or permanent injunction or any other mandatory or prohibitive equitable relief.

5.3 Partition. The Common Area shall remain undivided and no Owner shall bring any action for partition or division of the whole or any part thereof without the written consent of: (a) all Owners of all portions of the property located within the Development; and (b) all holders of all Mortgages encumbering any portion of the property, including, but not limited to, the Lots located within the Development.

5.4 Condemnation. In the event of a taking by eminent domain of all or any portion of the Common Area on which improvements have been constructed, the Association shall, if reasonably possible, restore or replace such improvements on the remaining Common Area, unless, within sixty (60) days after such taking, an alternative plan is approved by at least two-thirds (2/3) of the Total Association Vote in accord with the Bylaws. The provisions of this Declaration applicable to the replacement or restoration of damaged improvements on the Common Property shall also apply to and govern the actions to be taken in the event that the improvements are not restored or replaced after a condemnation.

5.5 Liability. Owners, Occupants and their guests shall use the Common Area and all portions of the Development not contained within a Lot at their own risk and shall assume sole responsibility for their personal belongings used or stored thereon. All Owners and Occupants shall have an affirmative duty and responsibility to inspect the Common Area and all portions of the Development not contained within a Lot for any defects, perils or other unsafe conditions relating to the use and enjoyment thereof. The Association and its respective officers, directors, employees, representatives and agents shall not be held liable for: (a) personal injury to any person occurring on the Common Area; (b) loss or damage to personal belongings used or stored on the Common Area or any other portion of the Development not contained within a Lot; or (c) loss or damage, by theft or otherwise, of any property of such Owner or Occupant. Each Owner, by the acceptance of a deed to a Lot, and each Occupant, by occupancy of a Lot, shall have assumed the entire risk as between said Owner or Occupant and the Association for any loss or damage to person or property on the Common Area or on any other portion of the Development not contained within a Lot.

5.6 Gate System. Each Owner, by accepting a deed to a Lot, shall be deemed to acknowledge and agree to the following:

(a) Neither the Association nor its respective officers, directors, members, representatives or agents shall be responsible for the security of Owners, Occupants or their family members, guests, invitees or property. Neither the Association nor any Owner or Occupant guarantees or assures to any Owner or Occupant nor any other party whomsoever that the Gate System will in any manner whatsoever provide personal protection or security to any Owner or Occupant, their personal possessions or to guests or invitees, or to any other person, and each Owner, by the acceptances of a deed to a lot, and each Occupant, by occupancy of a Lot, shall have assumed the entire risk as between such Owner or Occupant and the Association for any loss or damage to person or property within the Development arising from any deficiency, failure or defect in the Gate System or otherwise.

(b) The Gate System is not intended to replace or to serve in lieu of individual alarm systems or other measures designed to provide security at a residence or

within any Lot. Each Owner is encouraged to install personal security devices upon and within such Owner's Lot to the same extent that would be prudent if the Gate System did not exist.

(c) Each Owner shall use the Gate System in the proper manner and within the rules and regulations relating thereto as may be adopted from time to time by the Board of Directors.

(d) Each Owner understands, acknowledges, and agrees that Owners, Occupants and their respective family members, guests, and invitees may be video recorded entering and existing the Development.

5.7 Drainage Facilities and Streets. The Association shall maintain any Drainage Facilities and streets, roads or rights-of-way within the Development owned and maintained by the Association but subject to common use (hereinafter, "Streets") in accordance with standards established by DeKalb County, Georgia and in connection therewith agrees to perform the following duties and responsibilities with the understanding that DeKalb County, Georgia shall rely thereon:

(a) To maintain, at its sole cost and expense, the Drainage Facilities and Streets in a structurally sound condition so that they satisfy the function of which they are intended, to maintain the Drainage Facilities and Streets in clean and safe condition so as to not constitute a hazard or nuisance to the public, and to maintain the Drainage Facilities and Streets in accordance with all rules, standards and regulations applicable thereto as may from time to time be enacted by any governmental agency or authority, including DeKalb County. DeKalb County is hereby relieved of all responsibility for the maintenance of the Drainage Facilities and Streets for the term of this Declaration.

(b) During and throughout the term of this Declaration, to indemnify and hold harmless DeKalb County, its officers, agents and employees from all damages, liability, claims, demands, attorneys' fees and legal costs, relating to or arising from: (a) the drainage function of the Drainage Facilities and Streets including the construction of the Drainage Facilities and Streets and including the construction, maintenance, operation and use thereof, and (b) the increase of the flow of water or diversion of the flow of water resulting from the Drainage Facilities.

(c) The Association hereby authorizes DeKalb County to enter upon the Development for purposes of inspection, but written notice of DeKalb County's intention to so enter must be given to the Association at least twenty-four (24) hours in advance of said entry. Except, however in the event of an emergency threatening loss of life or valuable property rights, DeKalb County is hereby granted immediate access to the Drainage Facilities and Streets, and the right, but not the obligation, to perform any required maintenance, the cost of which is to be paid by the Association as provided in Paragraph (d) below.

(d) In the event the required maintenance is not performed by the Association after thirty (30) days written notice to the Association from DeKalb County, DeKalb County

shall have the right (but not the obligation) to enter the Development for the purposes of performing such maintenance. The cost of such performance shall be billed to the Association and the Association shall promptly reimburse DeKalb County for such costs within thirty (30) days after receipt of such billing. Failing such reimbursement, DeKalb County shall be entitled to a lien upon the Development for the full amount of such costs.

(e) The terms of this Declaration with respect to the Drainage Facilities and Streets shall take effect upon the date hereof and shall continue in effect for as long as the Drainage Facilities and Streets are in existence.

(f) All notices to be given or permitted to be given to DeKalb County or permitted to be given by DeKalb County must be in writing and shall be deemed to have been properly given, or served by depositing same in the United States Mail, postage prepaid, registered or certified, return receipt requested, and addressed to the appropriate address set forth below, or to such other address as either party may advise the other by proper notice. All notices, shall be effective upon being deposited in the United States Mail. Rejection or other refusal to accept or the inability to deliver because of changed address of which notice was given shall be deemed to be receipt of such notice.

For DeKalb County: DeKalb County Government Center
1300 Commerce Drive
Decatur, Georgia 30030

For the Association: To the Association's Registered Agent as identified by the Secretary of the State of Georgia.

Article 6: Architectural and Landscaping Guidelines

6.1 General. Nothing in the Development shall be installed, erected, placed, constructed, altered, added to, modified, reconstructed or renovated unless: (a) approved in accordance with this Article; or (b) otherwise expressly permitted under this Declaration. Any Owner may remodel, paint or redecorate the interior of a structure located on a Lot without approval hereunder; provided, however, that additions and/or modifications to the interior of balconies, porches, patios, decks and similar portions of a structure visible from outside of a Lot shall be subject to approval. This Article shall not apply to improvements to the Common Area made by or on behalf of the Association.

6.2 Architectural and Landscaping Standards. All Owners and Occupants of Lots are hereby notified that the use of their Lots is limited by the Architectural Guidelines and the Landscaping Guidelines, as they may be amended, expanded, and otherwise modified hereunder. Each Owner, by acceptance of a deed or entering into a contract of sale, acknowledges and agrees that the use and enjoyment and marketability of his or her Lot can be affected, that the Architectural Guidelines and the Landscaping Guidelines may change from time to time, and that such changed Architectural Guidelines and the Landscaping Guidelines may or may not be set forth in an instrument recorded in the DeKalb County, Georgia land records.

6.3 Architectural Review Committee.

(a) Creation and Composition. An Architectural Review Committee (“ARC”) has been previously established and is hereby ratified. The ARC shall consist of at least three (3) but no more than five (5) Owners, provided the total membership number is an odd number. Each member of the ARC shall be appointed by the Board for one (1) year terms. The members of the ARC shall appoint a Chairperson from among their number and may appoint from among their number such other officers and subcommittees as they shall from time to time determine are necessary. If any vacancy shall occur in ARC membership by reason of death, incapacity, resignation, removal or otherwise, the remaining ARC members shall continue to act and the Board shall fill the vacancy at the earliest possible time. Any ARC member may resign at any time by giving written notice of such resignation to the Chairperson of the ARC and such resignation shall take effect on receipt thereof or such other time designated in the notice. The Board may remove an ARC member at any time, without or without cause, in its sole discretion. All reasonable costs of ARC operations shall be borne by the Association.

(b) Duties and Powers. The ARC shall (i) promulgate Architectural Guidelines in compliance with the Development-Wide Standard; (ii) monitor and determine whether existing structures and improvements, and all parts thereof, in any part of the Development comply with the Architectural Guidelines; and (iii) determine whether the plans and specifications (as hereinafter defined) comply and are otherwise consistent with the Architectural Guidelines. The ARC shall have the power to do each and everything necessary and suitable to perform and accomplish the foregoing, including, but not limited to, retaining the services of an outside architectural or design firm or business to formulate the Architectural Guidelines or any portion thereof; provided, however, the cost of same shall have previously been approved in writing by a majority of the Board. As used herein, “Architectural Guidelines” shall mean the rules and regulations governing the installation, construction, alteration, modification, maintenance, and renovation of any structure or improvement, and all parts thereof, excluding flora, landforms, and terrain generally, in any part of the Development other than the Common Area. The Architectural Guidelines shall become effective unless disapproved by a majority of the Total Association Vote taken in accord with the Bylaws. The ARC shall make a copy of the Architectural Guidelines available to all Owners and all prospective Owners upon reasonable request.

The ARC shall also (i) promulgate Landscaping Guidelines in compliance with the Development-Wide Standard; and (ii) monitor and determine whether existing flora, landforms, and terrain, and all parts thereof, in any part of the Development comply with the Landscaping Guidelines. The ARC shall have the power to do each and everything necessary and suitable to perform and accomplish the foregoing, including, but not limited to, retaining the services of an outside Landscaping or design firm or business to formulate the Landscaping Guidelines or any portion thereof; provided, however, the cost of same shall have previously been approved in writing by a majority of the Board. As used herein, “Landscaping Guidelines” shall mean the rules and regulations governing the installation, alteration, modification, maintenance, and renovation of any flora, landforms, and terrain

in any part of the Development other than the Common Area. The Landscaping Guidelines shall become effective unless disapproved by a majority of the Total Association Vote taken in accord with the Bylaws. The ARC shall make a copy of the Landscaping Guidelines available to all Owners and all prospective Owners upon reasonable request.

(c) Operations. The ARC shall hold regular meetings at least once every three (3) months or more often as may be established by the ARC. Special meetings may be called by the Chairperson at any time and shall be called by the Chairperson upon the written request of a majority of the members of the ARC then in office. Regular and special meetings of the ARC shall be held in such time and at such place as the ARC shall specify. Notice of each regular or special meetings of the ARC shall be by one of the following methods: (a) by personal delivery (including commercial delivery service) to such ARC member's address as shown in the Association's records; (b) written notice by first class mail, postage prepaid to such ARC member's address as shown in the Association's records; (c) by telephone communication (including facsimile) to such ARC member's phone number as shown in the Association's records; or (d) issued electronically if the ARC member has consented in writing to such method of delivery and has provided the Chairperson with an address regarding the same. Notices sent by commercial delivery service and/or first class mail shall be deposited with the delivery service at least four (4) days before the date of the meeting. Notices given by personal delivery, electronic transmission or telephone shall be given at least seventy two (72) hours before the time set for the meeting. Notice of regular and special meetings need not specify the purpose or purposes for which the meeting is called. Notice of a meeting need not be given to any member of the ARC who signs a waiver of notice either before or after the meeting. Attendance of a member of the ARC at a meeting shall constitute a waiver of notice of such meeting and shall constitute a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when the member states at the beginning of the meeting, any such objection to the transaction of business. At each meeting of the ARC, the presence of a majority of the members then in office shall constitute a quorum for the transaction of business. Except as otherwise provided herein, the act of a majority of the members of the ARC present at any regular or special meeting thereof at which a quorum is present shall constitute the act of the ARC. In the absence of a quorum, any member of the ARC present at the time and place of the meeting may adjourn the meeting from time to time until a quorum shall be present. The ARC shall maintain both a record of votes and minutes for each of its meetings. The ARC shall make such records and minutes available at reasonable places and times for inspection by the Owners. In lieu of a meeting, the members of the ARC may consent, in writing and unanimously, to take any action which could have been taken at a meeting and such consent shall have the same force and effect as a vote. Such consent shall set forth the action or actions taken, be signed by all the members of the ARC, and filed with the minutes.

(d) Procedure with Respect to Monitoring and Determinations.

(i) Monitoring. As used herein, the "Architecture" shall mean all structures or improvements, and all parts thereof, excluding flora, landforms, and terrain generally, in any part of the Development other than the Common Area. As used herein, the "Landscaping" shall mean all flora, landforms, and terrain in any part of the

Development other than the Common Area The ARC shall take all reasonable steps necessary to observe and monitor, from time to time and on an ongoing basis, whether existing Architecture and Landscaping, and all parts thereof, comply and are otherwise consistent with the Architectural Guidelines and the Landscaping Guidelines, respectively.

(ii) Notice of Non-Compliance to Owner. In the event the ARC determines any Architecture and Landscaping, or any part thereof, does not comply or is otherwise inconsistent with the Architectural Guidelines or the Landscaping Guidelines, respectively, the ARC shall provide notice to the pertinent Owner. The notice shall state: (i) the nature of the alleged violation; (ii) a statement of what action or actions must be taken to cure the alleged violation; (iii) a statement that the violator may challenge the fact of the occurrence of a violation and/or the proposed cure; (iv) the name, address, and telephone number of a member of the ARC to contact to challenge the proposed action; and (v) a statement that the violation shall be referred to the Board for imposition of sanctions unless the Owner cure the violation in the manner proscribed by the ARC within ten (10) days after receipt of such notice; provided, however, that if the Owner makes a prior written request for additional time, and the ARC approves same in writing, the Owner shall have such additional time as is approved by the ARC to cure the violation in the manner proscribed by the ARC.

(iii) Referral to Board. Upon an Owner's failure to timely cure a properly noticed violation, the ARC shall timely notify the Board in writing. The Board, not the ARC, shall have exclusive authority to enforce the Architectural Guidelines and Landscaping Guidelines pursuant to Article 10.3 hereof.

(e) Procedure with Respect to Plans and Specifications.

(i) Submission of Plans and Specifications. No Architecture /Landscaping within the scope of the Architectural Guidelines and Landscaping Guidelines shall be installed, constructed, altered, modified or renovated unless plans and specifications therefor shall first have been submitted to and approved in writing by the ARC. Such plans and specifications shall be in such form and contain such information as may be reasonably required by the ARC. The ARC may require a third-party vendor of its choosing to provide such plans and specifications or to act in a consultative manner related to the creation and submittal of such plans and specifications, with the cost of same to be allocated in the ARC's discretion; provided, however, that the ARC shall provide prior written notice to the affected Owner of same.

(ii) Approval of Plans and Specifications. Upon approval by the ARC of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the ARC and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

(iii) Disapprovals of Plans and Specifications. The ARC shall have the right to disapprove any plans and specifications submitted pursuant to this Declaration because of any of the following: (a) the failure to include information in such plans and specifications as may have been reasonably requested; (b) the failure of such plans or specifications to comply with this Declaration or the Architectural Guidelines; and/or (c) any other matter which, in the judgment of the ARC, would be likely to result in a departure from the Development-Wide Standard. In any case in which the ARC shall disapprove any plans and specification submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case, the ARC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

(iv) Obligation to Act. The ARC shall take action on any plans and specifications submitted as herein provided within thirty (30) days after receipt thereof. Approval by the ARC, if granted, together with any conditions imposed by the ARC, shall be placed in writing and shall be forwarded to the applicant. Failure by the ARC to take action within thirty (30) days of receipt of plans and specifications submitted for approval shall be deemed approval of such plans and specifications.

(v) Inspection Rights. Any employee or agent of the Association or the ARC may, after reasonable notice, at any reasonable time or from time to time enter upon any Lot for the purpose of ascertaining whether the installation, construction, alteration, modification or renovation of any improvement is in compliance with the provisions of this Declaration; and neither the Association, nor the ARC, nor any such agent shall be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided such inspection is carried out in accordance with the terms of this Article 6.3(e)(v). The ARC may impose and collect a reasonable and appropriate fee to cover the cost of inspections performed pursuant to this Article.

(vi) Certification of Compliance. Upon completion of the installation, construction, alteration, modification or renovation of any improvement in accordance with the plans and specifications approved by the ARC, the ARC shall, upon written request of the Owner thereof or upon the ARC's own initiative, issue a Certificate of Compliance, identifying such improvement and the Lot upon which such improvement is placed, and stating that the plans and have been approved and that such improvement complies with such plans and specifications on file with the ARC. Any Certificate of Compliance issued in accordance with the provisions of this Article 6.3(e)(vi) shall be prima facie evidence of the facts therein stated.

6.4 Limitation of Liability. Plans and specifications are not approved for engineering or structural design, quality of materials or for compliance with applicable building codes, permitting requirements, implied or express warranties, zoning conditions or other applicable governmental laws, ordinances and regulations governing construction in the Development. By approving such plans and specifications and/or by issuing Certification of the Compliance, the ARC and its members, representatives, agents or employees assume no liability or responsibility therefor or for any defect in any structure or improvement constructed from such plans and specifications or for any violation of applicable building

codes, zoning conditions, permitting requirements or for any other violation of governmental laws, ordinances and regulations governing improvements in the Development. The Association, the ARC, and their respective officers, directors, members, employees and agents shall not be liable in damages to anyone submitting plans and specifications 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 and specifications and every Owner agrees that such Person or Owner will not bring any action or suit against the Association, the ARC or their respective officers, directors, members, employees, representatives and agents to recover any damages arising from or relating to the subject matter of this Article 6 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 that provide that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

6.5 No Waiver. The approval by the ARC of any plans and specifications shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar plans and specifications subsequently or additionally submitted for approval or consent.

6.6 Enforcement. Any improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board, an Owner shall, at its own cost and expense, remove such nonconforming improvement and restore to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Board shall have the Right of Abatement as provided for in Article 10.3(a) herein. In addition or in the alternative to the foregoing, the Association, acting through its Board, may also record in the appropriate land records a notice of violation hereunder naming the violating Owner. In addition or in the alternative to the foregoing, the Association, acting through its Board, shall have the authority and standing to pursue any and all remedies available at law and equity to enforce the provisions of this Article 6.7, including, without limitation, the right to levy and collect fines against non-complying Owners and Occupants and the right to obtain a temporary restraining order, interlocutory or permanent injunction or any other mandatory or prohibitive equitable relief.

6.7 Variances. Notwithstanding anything to the contrary contained herein, the ARC shall be authorized to grant individual variances from the Architectural Guidelines, Landscaping Guidelines, or both if the ARC reasonably determines that waiver of application or enforcement of the provision in a particular case is dictated by unique circumstances, such as, but not limited to, topography, natural obstructions, hardship, aesthetic considerations or environmental considerations. No variance issued shall: (a) be effective unless in writing; (b) be inconsistent with the Development-Wide Standard; or (c) estop the ARC from denying a variance in other similar circumstances. For purposes of this provision, the inability to obtain approval of any governmental agency or financing shall not be considered a hardship warranting a variance.

Article 7: Use Restrictions and Rules

7.1 **Rules and Regulations.** The Board of Directors may, from time to time, without a vote of the members, promulgate, modify or delete reasonable rules and regulations applicable to the Development except to the extent otherwise prohibited by the Act, this Declaration or the Bylaws. Such rules and regulations shall be distributed to all Owners prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled or modified by a majority of the Total Association Vote in accord with the Bylaws. All Owners and Occupants of Lots are hereby notified that the use of their Lots is limited by the rules and regulations, as they may be amended, expanded, and otherwise modified hereunder. Each Owner, by acceptance of a deed or entering into a contract of sale, acknowledges and agrees that the use and enjoyment and marketability of his or her Lot can be affected, that the rules and regulations may change from time to time, and that such changed rules and regulations may or may not be set forth in an instrument recorded in the DeKalb County, Georgia land records.

7.2 **Residential Use.** Each Lot shall be used for residential purposes exclusively and no trailer, camper, shack, tent, garage, barn or other structure may be used as a residence, either temporarily or permanently, absent prior written permission from the Board. With the exception of "leasing" as defined in Article 7.5(a) herein, no trade or business of any kind may be conducted in or from a Lot, except that the Owner or Occupant residing at the Lot may conduct business activities within the residential dwelling located thereon so long as the business activity: (a) does not otherwise violate the provisions of the Declaration, Bylaws or any rules and regulations of the Association; (b) is not apparent or detectable by sight, sound or smell from the exterior of the Lot; (c) does not unduly increase traffic flow or parking congestion; (d) conforms to all zoning requirements for the Development; (e) does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; (f) is consistent with the residential character of the Development; (g) does not constitute a nuisance or a hazardous or offensive use; (h) does not threaten the security or safety of other residents of the Development; and (i) does not involve door-to-door solicitation within the Development, all as may be determined in each case in the sole discretion of the Board of Directors. Notwithstanding the foregoing, for-profit hosting such as that provided through Airbnb shall be prohibited at all times.

7.3 **Nuisance.** It shall be the responsibility of each Owner to prevent the existence of any unclean, unhealthy, unsightly, or unkempt conditions of buildings or ground 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 obnoxious to the eye, nor shall any substance, thing or material be kept upon any Lot that will omit 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 the Development or 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 property in the Development by the Owners thereof.

7.4 Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Association. This Declaration shall apply to each such subdivided or re-plated Lot. Any such subdivision, boundary line change or re-plated Lot shall not be in violation of any applicable DeKalb County subdivision and zoning regulations.

7.5 Leasing. In order to protect the equity of the individual Owners, to carry out the purpose for which the Development was formed by preserving the character of the Development as a homogeneous residential community of predominately owner-occupied homes, and by preventing the Development from assuming the character of a renter-occupied community, and to comply with the eligibility requirements for financing in the secondary mortgage market insofar as such criteria provide that the Development be substantially owner-occupied, leasing of Lots shall be governed by the restrictions imposed by this Article 7.5.

(a) Definition. "Leasing," for purposes of the Declaration, means the regular, exclusive occupancy of a Lot by any person or persons other than the Owner (hereinafter, a "Tenant"); provided, however, leasing shall not include exclusive occupancy by the child or parent of an Owner. For purposes hereof, occupancy by a roommate of an Owner's primary residence shall not constitute leasing hereunder. If an Owner is a corporation, limited liability company, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, manager or member of such limited liability company, partner of such partnership, beneficiary or other designated agent of such trust, or agent of such other legal entity shall be deemed an Owner of such Unit for purposes of this Article 7.5. Such person's designation as an Owner of such Unit pursuant to this Article 7.5 shall terminate automatically upon the termination of such person's relationship with the entity holding record title of the Lot.

(b) General. The leasing of Lots is prohibited unless the Owner has applied for and received from the Board either a "Leasing Permit" or a "Hardship Leasing Permit." Such a permit, upon its issuance, will allow an Owner to lease his or her Lot provided that such leasing is in strict compliance with the terms of the permit and this Article 7.5. Any transaction that does not comply with this Article 7.5 shall be voidable at the option of the Board. The Board shall have the authority to establish conditions as to the duration and use of such permits; provided, however, that all Leasing Permits and Hardship Leasing Permits shall be valid only as to a specific Owner and Lot and shall not be transferable between Owners or Lots.

(c) Leasing Permits. An Owner's request for a Leasing Permit shall be approved if current, outstanding Leasing Permits have not been issued for more than twenty-five percent (25%) of the total number of Lots. Conversely, if current Leasing Permits have been issued for twenty-five percent (25%) or more of the total number of Lots, no additional Leasing Permits shall be issued (except for Hardship Leasing Permits, as set forth below) until the total number of outstanding current Leasing Permits falls below twenty-five percent (25%) of the total number of Lots.

A Leasing Permit shall be automatically revoked upon the happening of more or more of the following events: (1) the sale or transfer of the Lot to a third party; (2) the failure of the Owner to lease his or her Lot within six months of the Leasing Permit having been issued; (3) the failure of the Owner to have his or her Lot leased for any consecutive six month period thereafter; or (4) the occurrence of the date referenced in a written notification by the Owner to the Association that the Owner will, as of said date, no longer need the Leasing Permit.

Owners who have been denied a Leasing Permit shall automatically be placed on a waiting list for a Leasing Permit and shall be issued a Leasing Permit if they so desire when the number of current outstanding Leasing Permits falls below twenty-five percent (25%) of the total number of Lots.

(d) Hardship Leasing Permits. The Board shall be empowered to allow reasonable leasing of a Lot, upon written application, to avoid undue hardship upon an Owner. By way of illustration, and not by limitation, examples of circumstances which would constitute "undue hardship" are those in which (1) an Owner must relocate his or her residence for employment purposes and cannot, within one hundred eighty (180) days from the date the Lot was placed on the market, sell the Lot for a price no greater than the current appraised market value, after having made reasonable efforts to do so; (2) where the Owner dies and the Lot is being administered by his or her estate; and (3) where the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Lot in the future, in which case the Owner must reapply every twelve months for renewal of the hardship exception. Those Owners who have demonstrated that the inability to lease their Lot would result in undue hardship and have obtained the requisite approval of the Board may lease their Lot for such duration as the Board reasonably determines is necessary to prevent undue hardship.

Any Owner who believes that he or she must lease his or her Lot to avoid undue hardship shall submit a written application to the Board setting forth the circumstances necessitating the leasing. The application shall be accompanied by a copy of the proposed lease and such other information as the Board may reasonable require. The Board shall have seven (7) days from the date of receipt of said application in which to render its decision. Leasing in the case of undue hardship shall be permitted only upon the Board's written approval of the Owner's application. When leasing is approved, a copy of the lease shall be submitted to the Board within seven (7) days after it has been signed by both parties.

The issuance of a Hardship Leasing Permit to an Owner shall not cause the Owner to be removed from the waiting list for a Leasing Permit.

(e) Mandatory Leasing Requirements. Such leasing as is permitted in the Development shall be governed by the following provisions:

(i) Notice. At least seven (7) days prior to entering into the lease of a Lot, the Owner shall provide the Board with a final draft of the proposed lease, the name and current address of the proposed Tenant(s), and the home and business address of the Owner other than at the Lot, and such other information as the Board may reasonably require. The

Board shall approve or disapprove the form of said lease. In the event a lease is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease in compliance with this Declaration and any rules and regulations adopted pursuant thereto. Within seven (7) days from the execution of the approved lease by both parties, the Owner shall provide the Board with a copy of the executed lease.

(ii) General. Lots may be leased only in their entirety. There shall be no subleasing of Lots or assignment of leases unless approved in advance in writing by the Board. The Owner shall not allow transient Tenants to occupy a Lot. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. All leases shall be for a period of at least twelve (12) months and no more than twenty-four (24) months unless the Board has approved in writing some other period. The Owner must provide the Tenant with copies of this Declaration, the Bylaws, and Association rules and regulations, and the lease form shall have the Owner acknowledge that he or she has done so.

(f) Liability for Assessments and Compliance with Declaration, Bylaws, and Rules and Regulations. Any lease of a Lot in the Development shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner covenants and agrees that any lease of a Lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into a lease by existence of the recorded Declaration on the Lot. Any Tenant, by occupancy of a Lot, agrees to the applicability of the Declaration on the Lot and the incorporation of the following language into the lease:

(i) Liability for Assessments. Landlord agrees that Landlord is personally obligated for the payment of all general, special, initiation, and specific assessments and all other charges against the Premises that become due during the term of this Lease and any other period of occupancy by Tenant or which become due as a consequence of Tenant's activities, including, but not limited to, activities that violate this Declaration, any Supplementary Declaration, the Bylaws, the rules and regulations promulgated by the Board, the Architectural Guidelines, and/or the Landscaping Guidelines for which he or she would otherwise be responsible.

When Landlord fails to pay a general, special, initiation, and specific assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Landlord hereby consents to the assignment of any rent received from Tenant during the period of delinquency. Upon request by the Board of Directors, Tenant shall pay to the Association all unpaid annual and special assessments and other charges, as lawfully determined and made payable during the term of the Lease and any other period of occupancy by Tenant, provided, however, Tenant 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 Board's request. All such payments made by Tenant shall reduce, by the same amount, Tenant's obligation to make monthly rental payments to Landlord. If Tenant fails to comply with the Board's request to pay assessments or other charges, Tenant shall pay to the Association all late charges, fines, interest, and costs of collection, including, but not limited to, reasonable attorneys' fees actually incurred, to the same extent Tenant would be required to make such

payments to the Association if Tenant were the Owner of the Premises during the term of this and any other period of occupancy by Tenant.

(ii) Compliance with Declaration, Bylaws, and Rules and Regulations. Tenant shall abide by and comply with all provisions of this Declaration, any Supplementary Declaration, the Bylaws, the rules and regulations promulgated by the Board, the Architectural Guidelines, and the Landscaping Guidelines and shall control the conduct of all other occupants and guests in order to insure compliance with the foregoing. Tenant acknowledges that the violation by Tenant or any occupant living with Tenant of any provision of his Declaration, any Supplementary Declaration, the Bylaws, the rules and regulations promulgated by the Board, the Architectural Guidelines, and/or the Landscaping Guidelines shall constitute a default under this Lease. Landlord shall cause all occupants of his or her Premises to comply with his Declaration, any Supplementary Declaration, the Bylaws, the rules and regulations promulgated by the Board, the Architectural Guidelines, and the Landscaping Guidelines and shall be responsible for all violations and losses caused by such occupants, notwithstanding the fact that such occupants of the Premises are fully able to comply and may be sanctioned for any violation of his Declaration, any Supplementary Declaration, the Bylaws, the rules and regulations promulgated by the Board, the Architectural Guidelines, and the Landscaping Guidelines. If Tenant, or a person living with Tenant, violates any provision of this Declaration, any Supplementary Declaration, the Bylaws, the rules and regulations promulgated by the Board, the Architectural Guidelines, and/or the Landscaping Guidelines for which a fine is imposed, such fine may be assessed against Tenant and/or Landlord; provided, however, if a fine is not paid by Tenant within the time period set by the Board, Landlord shall pay the fine upon notice from the Board of Tenant's failure to do so. Unpaid fines constitute a lien against the Premises as provided in this Declaration. If Tenant is charged with a violation of his Declaration, any Supplementary Declaration, the Bylaws, the rules and regulations promulgated by the Board, the Architectural Guidelines, and/or the Landscaping Guidelines, Tenant is entitled to the same procedure to which an Owner is entitled prior to the imposition of a fine or other sanction.

Any violation of this Declaration, any Supplementary Declaration, the Bylaws, the rules and regulations promulgated by the Board, the Architectural Guidelines, and/or the Landscaping Guidelines by Tenant, any occupant, or any person living with Tenant is deemed to be a violation of the terms of this Lease and authorizes the Landlord to terminate this Lease without liability and to evict the Tenant in accordance with Georgia law. Landlord hereby delegates and assigns to the Association, acting through its Board, the power and authority of enforcement against Tenant for breaches resulting from the violation of his Declaration, any Supplementary Declaration, the Bylaws, the rules and regulations promulgated by the Board, the Architectural Guidelines, and/or the Landscaping Guidelines including the power and authority to evict Tenant on behalf and for the benefit of Landlord, in accordance with the terms of hereof, or to require the Landlord to do so; provided, however, the Association shall have no obligation to do so. In the event the Association proceeds to file a dispossessory action to evict Tenant, any costs, including attorney's fees and court costs, associated with the action shall be specifically assessed against the Premises and Landlord, such being deemed hereby as an expense which benefits the leased Lot and the Owner thereof.

(iii) Use of Common Area. Landlord transfers and assigns to Tenant, for the term of this Lease, any and all rights and privileges that Landlord has to use the Common Area located in the Development.

(g) Applicability. Leases executed after the date on which the Fourth Amendment was recorded in the DeKalb County, Georgia records are subject to the terms of this Article 7.5. Leases existing on the date which the Fourth Amendment is recorded in the DeKalb County, Georgia records shall not be subject to the terms of this Article 7.5; provided, however, any assignment, extension, renewal, or modification of any lease agreement, including, but not limited to, changes in the terms or duration of occupancy, shall be considered a termination of the old lease and commencement of a new lease, which must comply with the provisions of this Article 7.5.

(h) Inapplicability to Holders of First Mortgages. This Article 7.5 shall not apply to any leasing transaction entered in by the holder of any first Mortgage on a Lot who becomes the Owner through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage.

7.6 Vehicles: Parking.

(a) Generally: The Association, by and through the Board, is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing parking within the Development. The term "vehicles," as used herein, means any and every thing used for transporting people or goods on land, sea or air. The term "parking spaces serving the Lot" shall refer to the number of garage parking spaces. All vehicles, whether owned by an Owner, an Occupant or an Owner's invitee or licensee, shall be parked only in parking spaces serving the Lot and not on the exterior parking pad or on the streets within the Development; provided, however, that if a vehicle of an Owner's invitee or licensee exceed the number of parking spaces serving the Lot, said vehicle may be parked in the streets within the Development for up to twenty-four (24) hours provided said vehicle is not blocking another vehicle, obstructing the flow of traffic, creating a hazardous condition or constituting a nuisance. Routine parking on the roadways or the exterior parking pad of the house is prohibited. Housekeepers, caregivers and other regular service personnel should park first in the driveway of the pertinent lot and not on the streets within the Development. Any parking on the street should avoid the cul-de-sacs, if possible.

(b) Garages. Unless otherwise approved in accordance with Article 6 hereof, each residential structure on a Lot shall include a garage with a minimum of two (2) parking spaces and overhead doors that when shut completely cover the garage entrance. As a courtesy, garage doors should be kept closed at all times, except during times of ingress and egress from the garage. Garages shall be used primarily for the parking of vehicles and not for storage or other purposes. Garages shall not be converted to additional living space.

(c) Commercial Vehicles. The term "commercial vehicles" as used in this paragraph, shall include, without limitation, any vehicle which bears any indicia of commercial use, including, but not limited to, writing, logos, ladders, ladder racks, vehicles

displaying signage of a commercial or business nature or vehicles that are not primarily used for the transportation of passengers, all as determined by the Board in its sole discretion. Commercial vehicles shall not be permitted in the Development unless kept in an enclosed garage; provided, however, that no eighteen (18) wheel trucks or the cabs or such trucks or trucks with a load capacity in excess of three quarters of a ton shall be parked, kept or stored within the Development. Notwithstanding the foregoing, commercial vehicles shall be exempt from this provision for such period of time as is reasonably necessary to provide service to or make a delivery within the Development provided they park in the driveway of the pertinent Lot when present in the Development.

(d) Remedies of the Association for Noncompliance. If any vehicle is parked on any portion of the Common Area in violation of this Article 7.6 or in violation of the Association's rules and regulations, the Board or agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of the person or entity that will do the towing and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within twelve (12) months of such notice, the Board or agent of the Association may have the vehicle towed in accordance without further notice to the Owner or user of the vehicle. Notwithstanding anything herein to the contrary, if a vehicle parked on the Common Area, including the private Development streets, is blocking another vehicle, is obstructing the flow of traffic, is parked on any grassy or landscaped area, or otherwise creates a hazardous condition, no notice shall be required and the Board or agent of the Association may have the vehicle towed immediately. If a vehicle is towed in accordance with this Article 7.6, the Association and its affiliates, directors, officers, employees or agents shall not be liable to any Person for any claim of damage resulting from the towing activity. The Board of Directors may exercise any and all remedies available for a violation of this Article 7.6, including, without limitation, the right to levy and collect fines against non-complying Owners or Occupants, which remedies shall be in addition to not in lieu of its authority to remove the violating vehicle.

7.7 Drainage. Catch basins, retention ponds, detention ponds, drainage easement areas and related drainage facilities are for the purpose of controlling the natural flow of water only. No Owner or Occupant may obstruct or alter the drainage flow of catch basins, retention ponds, detention ponds, drainage swales, storm sewers or storm drains unless approved in accordance with the provisions of Article 6 hereof. In the event storm water drainage from any Lot or Lots flows across another Lot, provisions shall be made by the Owner of such downstream Lot to permit such drainage to continue, without restriction or reduction, across the downstream Lot and into the natural drainage channel or course although no specific drainage easement for such flow of water is provided on the subdivision plat for the Development recorded in the DeKalb County, Georgia land records. The unauthorized use of any catch basin, retention pond, detention pond, drainage easement areas or related drainage facilities shall be prohibited. Owners shall have no riparian or littoral rights with respect to the waters in the Development.

7.8 Traffic Regulations. All vehicular traffic on any private streets in the Development shall be subject to the provisions of the state and local laws concerning operation of motor vehicles on public streets. The Association is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including reasonable safety measures and speed limits. The Association shall be entitled to enforce the same by establishing such enforcement procedures as it deems appropriate, including levying and collecting fines for the violations thereof. In the event of a conflict between the provisions of state and local laws and the rules and regulations promulgated by the Association, the rules and regulations of the Association shall govern. Only drivers properly licensed to operate motor vehicles on the public roads within the State of Georgia may operate any type of motor vehicle within the Development. All vehicles of any kind and nature which are operated on the streets or alleys in the Development shall be operated in a careful, prudent, safe, and quiet manner and with due consideration for the rights of all Owners and Occupants.

7.9 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 a reasonable number as determined by the Board from time to time. No pets shall be kept, bred or maintained for any commercial purpose. No dog runs, runners or exterior pens for household pets shall be erected or maintained on any Lot unless approved in accordance with the provisions of Article 6 hereof. Dogs shall at all times when outside of a dwelling located on a Lot be kept on a leash or otherwise under the physical control of a responsible person. All Owners must control their pets at all times, whether or not such Owner is present, in a manner that will prevent any pet from: (a) making noise at objectionable sound levels for extended periods of time, whether continuously or intermittently; (b) endangering the health or safety of other Owners, their families, guests or invitees or creating fear in other Owners as to the safety of themselves, their families, guests or invitees; or (c) otherwise constituting a nuisance or inconvenience to the Owner(s) or Occupant(s) of any other Lot; all of the foregoing as determined by the Association in its sole discretion.

All pets shall be registered, licensed and inoculated if and as required by law. Animal control authorities shall be permitted to enter the Development to patrol and remove unlicensed pets. Animal waste deposited in the Development must be removed by the owner of the animal or the person responsible for the animal. The Association may require that an Owner remove any animal that presents an actual threat to the health or safety of residents and require abatement of any nuisance or unreasonable source of annoyance. In the event that the Owner fails to remove an animal as provided herein, the Association shall have the right to institute legal action to have the animal removed and all costs associated therewith including, without limitation, reasonable attorneys' fees actually incurred, shall be a specific assessment against the Lot of such Owner.

7.10 Garbage Cans. All garbage cans, recycling bins, yard waste receptacles and other similar items shall be stored in the garage on the respective Lot. All rubbish, trash, garbage, recycling materials and yard waste shall be regularly removed and shall not be allowed to accumulate. Trash, garbage, debris, yard waste or other waste matter of any kind

may not be burned within the Development. Trash and recycling shall be placed at the curb no earlier than 5:00 p.m. the day before pick up and shall be removed within twenty-four (24) hours.

7.11 Firearms and Fireworks. The display or discharge of firearms and fireworks within the Development is prohibited; provided, however, that the display of lawful firearms is permitted by law enforcement officers in the course of performing their lawful duties. The term "firearms" includes firearms of all types, regardless of size. The term "fireworks" shall include, but not be limited to, those items as listed in O.C.G.A. § 25-10-1, as amended.

7.12 Garage Sales. No garage sale, carport sale, yard sale, flea market, or similar activity shall be conducted in any portion of the Development without the prior written consent of the Board. If permitted, such activities shall be subject to all reasonable rules and regulations that the Board may impose.

7.13 Utilities. All electrical service, cable television, and telephone lines within the Development shall be placed underground. No exterior pole, satellite dish, tower, antenna or other device for the transmission or reception of television signals, radio signals or any other form of electronic signal shall be erected, placed or maintained on any Lot unless approved in accordance with the provisions of Article 6 hereof; provided, however, that eighteen (18) inch exterior satellite television receiving dishes shall be permitted if attached to the residence on a Lot and are not visible from any street in the Development. No utility connection shall be made to any dwelling or other structure by a utility, public or private, unless approved in accordance with the provisions of Article 6 hereof.

7.14 Signs. No sign of any kind shall be erected or displayed unless approved in accordance with the provisions of Article 6 hereof; provided, however, an Owner shall be permitted to place a "For Sale" and/or "For Rent" sign shingle on the Bellewood sign outside the Development. The provisions of this Article 7.14 shall not apply to any Mortgagee in possession due to foreclosure of a first Mortgage or as grantee pursuant to any deed in lieu of such foreclosure.

7.15 Flags. No flags may be displayed on any Lot unless approved in accordance with the provisions of Article 6 hereof; provided, however no such approval shall be required to display the flag of the United States of America and the current flag of the State of Georgia on a Lot in accordance with the provisions of the U.S. Flag Code (36 U.S.C. § 10) and usual and customary practice. The Association shall not enact any rule or regulation that has the effect of prohibiting any Owner from displaying the flag of the United States of America on a Lot in the Development in contravention of the Freedom to Display the American Flag Act of 2005.

7.16 Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, shrub or other planting or thing shall be placed or permitted unless approved in accordance with the provisions of Article 6 hereof.

7.17 Driveways. All driveways shall be maintained in good condition and as otherwise consistent with the Development-Wide Standard. No driveway shall be painted or otherwise modified unless approved in accordance with the provisions of Article 6 hereof.

7.18 Exterior Paint. The exterior surfaces of all residential structures, and all parts appurtenant thereto, on all Lots in the Development shall be maintained in good repair and as otherwise consistent with the Development-Wide Standard. No exterior surface of any residential structure, and any part appurtenant thereto, on any Lot in the Development shall be re-painted unless approved in accordance with the provisions of Article 6 hereof.

7.19 Roofs. The roofs of all residential structures on all Lots in the Development shall be maintained in good condition and as otherwise consistent with the Development-Wide Standard, including, but not limited to, use of shingles of the same color and from the same manufacturer throughout the Development. No roof or any portion thereof, including, without limitation, any shingles, shall not be repaired, replaced or otherwise altered or modified unless approved in accordance with the provisions of Article 6 hereof.

7.20 Trees. Except as otherwise provided for in Article 5.1(a) and (g) herein, all trees on all Lots in the Development shall be maintained in good condition and as otherwise consistent with the Development-Wide Standard. No trees shall be planted or removed unless approved in accordance with the provisions of Article 6 hereof; provided, however, that this provision shall not apply to the planting or removal of trees by the Association. The Willow Oaks are maintained by the Association, but homeowners have the responsibility to irrigate and prevent any damage to the trees. Homeowners are not permitted to trim the Willow Oaks without approval from Bellewood's arborist. Any other ornamental trees on the property are the responsibility of the homeowner.

7.21 Lawns. All lawns on all Lots in the Development shall be maintained in good condition and as otherwise consistent with the Development-Wide Standard. No grass may be planted in any Lot in the Development except approved landscape Zoysia or such other type as may be subsequently approved in accordance with the provisions of Article 6 hereof.

7.22 Fences. All fences, walls and similar barriers in the Development shall be maintained in good condition and as otherwise consistent with the Development-Wide Standard. No fence, walls or similar barrier of any kind in the Development shall be erected, maintained or altered unless approved in accordance with the provisions of Article 6.

7.23 Heating and Air-Conditioning Units. No window air conditioning units may be installed. No heating and air-conditioning units shall be placed, erected or allowed upon any Lot unless approved in accordance with the provisions of Article 6 hereof. To the maximum extent possible, all heating and air-conditioning units shall be screened with shrubs so as to be concealed from the view of any Lot and street in the Development; provided, however, that no screens shall be placed, erected or allowed upon any Lot unless approved in accordance with the provisions of Article 6 hereof. Installation and maintenance of such screens shall be sole responsibility of the Owner of the Lot and not the Association. All

shrubs used to screen heating and air-conditioning units shall be maintained in good condition and as otherwise consistent with the Development-Wide Standard.

7.24 Mailboxes, Property Identification Markers and Decorative Hardware. All mail and newspaper boxes, property identification markers and decorative hardware shall be maintained in good condition and as otherwise consistent with the Development-Wide Standard. No mail and newspaper boxes, property identification markers or decorative hardware shall be placed, erected or allowed upon any Lot unless approved in accordance with the provisions of Article 6 hereof.

7.25 Lighting. All exterior lighting, including, but not limited to, driveway lighting, shall be maintained in good condition and as otherwise consistent with the Development-Wide Standard. No exterior lighting may be replaced or installed unless approved in accordance with the provisions of Article 6 hereof.

7.26 Artificial Vegetation, Gardens, Play Equipment, Exterior Sculpture, Water Features and Similar Items. No artificial vegetation shall be permitted in the Development. No vegetable garden, hammock, statuary, play equipment (including, without limitation, swing sets, children's play apparatus and basketball goals), exterior sculpture, fountains or water features may be erected on any Lot unless approved in accordance with the provisions of Article 6 hereof. Any approved gardens, play equipment, exterior sculpture (such as yard art or garden figurines), water features and similar items shall be located on a Lot so as to be concealed from the view of any street in the Development.

7.27 Conservation Equipment. No solar energy collector panels or attendant hardware or other conservation equipment shall be constructed or installed on a Lot unless approved in accordance with the provisions of Article 6 hereof.

7.28 Swimming Pools. No swimming pool shall be constructed, erected or maintained upon any Lot unless approved in accordance with the provisions of Article 6 hereof. In no event shall any above-ground swimming pool be permitted; provided, however, portable or inflatable wading pools designed for use by small children shall be permitted so long as the same are properly maintained and stored out of view from neighboring property or the public streets when not in use. Any approved swimming pool must be hidden from the view of any street and Lot in the Development by barrier landscaping approved in accordance with the provisions of Article 6 hereof. Installation and maintenance of such barrier landscaping shall be sole responsibility of the Owner of the Lot and not the Association. All barrier landscaping shall be maintained in good condition and as otherwise consistent with the Development-Wide Standard

7.29 Clotheslines. No exterior clotheslines of any type shall be permitted upon any Lot.

7.30 Decks, Patios and Porches. No laundry, garments, towels or objects other than potted plants, grills and patio furniture, shall be placed on a deck, patio or porch unless approved in accordance with the provisions of Article 6 hereof. All furniture must be in scale

to the size of the deck, patio or porch and have fabric in a solid and neutral color. All patio umbrellas shall be maintained in good working order, have fabric in a solid and neutral color, and be of standard and customary size. Any planters or pots must be planted with healthy, live plants that are well maintained. All decks, patios and porches shall be clean, neat and kept in good repair. Objects shall not be permitted to hang over or be attached to any deck, patio or porch or to otherwise protrude outside of the vertical plane formed by the exterior surface of any deck, patio or porch. No deck, patio or porch shall be enclosed unless approved in accordance with the provisions of Article 6 hereof.

7.31 Gutters and Downspouts. All gutters and downspouts on all structures in the Development shall be maintained in good condition and as otherwise consistent with the Development-Wide Standard. No gutters or downspouts shall be removed, altered or repainted unless approved in accordance with the provisions of Article 6 hereof.

7.32 Window Treatments. No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades or for any other purpose. Bed sheets, blankets, towels, black plastic, paper and similar type items shall not be used as window treatments. The side of all window treatments which can be seen at any time from the outside of any structure located on a Lot shall be white, or off-white, or such other color(s) as may be permitted in the Architectural Guidelines.

7.33 Front Doors. All front door windows should be left uncovered. No Owner shall change or modify the front door to any residential structure on his, her or its Lot unless approved in accordance with the provisions of Article 6 hereof.

7.34 Construction. No construction of any structure, or any portion or part thereof, shall occur in the Development unless approved in accordance with the provisions of Article 6 hereof. The ARC reserves the right to control solely and absolutely the precise site and location of any proposed house, dwelling, building, or other structure or improvement upon all Lots. Such location shall be determined, however, only after reasonable opportunity is afforded the Owner to request a specific site. All construction of a Lot must be completed within twelve (12) months after commencement, and all landscaping on a Lot must be completed within ninety (90) days thereafter, except, in each case, where, in the sole determination of the ARC, such completion is not possible or would result in great hardship to the Owner due to inclement weather, strike, force, national emergency or national calamity.

Article 8: Insurance and Casualty Losses

8.1 Insurance Obtained by Association. The Association shall obtain the insurance coverage necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, and the U.S. Department of Housing and Urban Development, as applicable to the Development. Accordingly, the Board of Directors shall obtain casualty insurance for all insurable improvements, whether or not located on the Common Area, which the Association is obligated to maintain. Notwithstanding the foregoing, nothing in this Article 8.1 shall be

construed as obligating the Association to obtain or maintain insurance on a Lot, including, without limitation, any structures or improvements located thereon or an Owner's or Occupant's personal property. Insurance obtained and maintained by the Association shall provide, at a minimum, fire and extended coverage 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. The Board of Directors shall obtain a public liability policy applicable to the Common Area covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million Dollars (\$1,000,000.00). Policies may contain a reasonable deductible as determined by the Board of Directors.

In addition to the other insurance coverage required by this Article 8.1, the Board of Directors shall obtain workers compensation insurance, if and to the extent necessary to satisfy the requirements of applicable law, and, if available at reasonable cost, as determined in the sole discretion of the Board, a fidelity bond or employee 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 Board's best business judgment and shall satisfy local, state or federal requirements for such coverage, if any. Such coverage, if obtained, shall also 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. The Association shall also obtain construction code endorsements, steam boiler coverage and flood insurance, if and to the extent necessary to satisfy the applicable requirements of the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association.

8.2 Insurance Obtained by Lot Owners. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of a Lot and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall obtain and maintain the following: (a) all-risk casualty insurance on the Lot and all structures, dwellings and improvements located or constructed thereon, which shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy and, if reasonably available, 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; (b) insurance covering an Owner's or Occupant's personal property; and (c) a liability policy covering damage or injury occurring on a Lot. The policies required hereunder shall be in effect at all times.

8.3 Damage and Destruction-- Insured by Association. Immediately after damage or destruction by fire or other casualty to any portion of any structure or improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction

of the damaged or destroyed property. "Repair or reconstruction" in this context means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within sixty (60) days after the casualty, a proposal not to repair or reconstruct such property is approved by at least seventy-five percent (75%) of the Total Association Vote in accord with the Bylaws. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the members of the Association and, accordingly, notwithstanding Article 4.6 herein, levy a special assessment against the Owner of each Lot. Additional assessments may be made in like manner, as necessary, at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess funds shall be deposited to the benefit of the Association. In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, the property shall thereafter be maintained by the Association in a neat and attractive condition consistent with the Development-Wide Standard and this Declaration.

8.4 Damage and Destruction-- Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any structure or improvement located on a Lot shall be repaired or reconstructed by the Owner thereof in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article 6 of this Declaration. Said repair or reconstruction shall be completed within seventy-five (75) days after such damage or destruction occurred 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 period of time thereafter not to exceed twelve (12) months. The Owner shall pay all costs that are not covered by insurance proceeds.

Article 9: Easements

9.1 General. Each Lot shall be subject to those easements, if any, shown or set forth on the recorded subdivision plat(s) for the Development, as amended from time to time, as well as the easements now or hereafter established in this Declaration or by any other document recorded in the Office of the Clerk of Superior Court of DeKalb County, Georgia.

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

(a) the Association's right to promulgate and enforce reasonable rules and regulations relating to the use, operation and maintenance of the Common Area;

(b) the Association's right to suspend an Owner's right to use and enjoy the Common Area, for any period during which any past due assessment against any Lot of the Owner remains unpaid and, for a reasonable period of time for any other infraction or violation of this Declaration, any Supplementary Declaration, the Bylaws, the rules and regulations promulgated by the Board, the Architectural Guidelines, and/or the Landscaping Guidelines;

(c) the Association's right to limit the number of Persons who may use the Development recreational facilities, if any, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by authorized users and their guests and invitees;

(d) the Association's right to borrow money for the purpose of improving the Common Area, or any portion thereof, or for constructing, repairing or improving any facilities located or to be located thereon and, upon the affirmative vote of two-thirds (2/3) of the Total Association Vote in accord with the Bylaws, to give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Area; provided, however, the lien and encumbrance of any such Mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of any Owner or the holder of any Mortgage encumbering any Lot or other property located within the Development (regardless of any contrary provision in this Declaration or in any such Mortgage given by the Association, the exercise of any rights by the holder of such Mortgage in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of any Owner or the holder of any Mortgage encumbering any Lot or other property located within the Development);

(e) the Association's right, acting through the Board and without a vote of the members, to dedicate or grant licenses, permits, easements and rights-of-way over, under and through the Common Area;

(f) the Association's right to transfer or convey title to all or any portion of the Common Area upon the affirmative vote of two-thirds (2/3) of the Total Association Vote in accord with the Bylaws;

(g) the Association's right to dedicate or transfer all or any part of the Common Area to any municipality or other governmental body, agency, or authority for such purposes and subject to such provisions and conditions as may be agreed upon by the Association and such grantee, including a provision that such property or interest shall, if present in person or by proxy and voting at a meeting of Owners duly in accordance with the Bylaws of the Association, cease to be subject to this Declaration or all or any part of the Restrictions while held by any such municipality or other governmental body, agency, or authority;

(h) all other rights of the Association, Owners and Occupants set forth in this Declaration, in any Supplementary Declaration, or in any deed conveying Common Area to the Association; and

(i) all encumbrances and other matters shown by the public records affecting title to the Common Area.

9.3 Easements for Utilities. The Association shall have a blanket easement upon, across, above and under all property within the Development for access, ingress, egress, installing, altering, repairing, replacing, and maintaining all utilities serving the Development 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 that the Association might decide to have installed to serve the Development. The Association or its designees may install, repair, replace and maintain or authorize the installation, repair, replacement and maintenance of such wires, conduits, cables and other equipment related to the providing of any 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.

9.4 Easement for Emergency Entry. The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security and safety reasons and to inspect for the purpose of ensuring compliance with this Declaration, any Supplementary Declaration, Bylaws, rules and regulations of the Association, the Architectural Guidelines, and the Landscaping Guidelines. Said right may be exercised by any member of the Board, the officers, agents, employees, and managers of the Association and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right to enter upon any Lot to cure any condition that may increase the possibility of a fire, slope erosion or other hazard in an emergency situation and to exercise the Association's Right of Abatement (as hereinafter defined) but shall not authorize entry into any single family residential dwelling located on a Lot without the permission of the Owner.

9.5 Easement for Maintenance. The Association shall have a perpetual easement across the exterior portions of all Lots as may be reasonably necessary for the maintenance required hereunder. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment of Lots, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Association or its contractor(s) at its sole cost and expense.

9.6 Easement for Entry Features and Streetscapes. The Association shall have an easement for ingress, egress, installation, construction, landscaping and maintenance of entry features and similar streetscapes for the Development, over and upon any portion of a Lot containing such entry features or streetscapes as may be more fully described on the recorded subdivision plat(s) for the Development. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation

around entry features and streetscapes and the right to grade the land under and around the same.

9.7 Easement for Drainage. The Association shall have an easement upon, across, above and under all storm water drainage easement areas as shown on the recorded subdivision plat(s) for the Development for access, ingress, egress, installing, altering, repairing, replacing, and maintaining the storm water drainage system and related facilities serving the Development or any portion thereof. This easement shall include the right to construct and maintain catch basins, retention ponds, detention ponds, drainage swales, storm sewers, storm drains, sloping banks, cut or fill. In addition, the Association shall have a blanket easement across all Lots for creating and maintaining satisfactory drainage in the Development; provided, however, such easement area shall not include any portion of a Lot within the outer perimeter of the dwelling structure.

9.8 Easement for Private Streets, Sidewalks and Signs. Owners and Occupants, Owners' legal representatives, and invitees and licensees of the Owners and Occupants shall have a perpetual, non-exclusive right-of-way easement for vehicular and pedestrian access, ingress and egress over and across the private streets and sidewalks located within the Development. The Association shall have a perpetual nonexclusive right and easement upon, over and across those utility easement areas and private streets, roads and sidewalks for the installation, maintenance, and use of such streets and roads, sidewalks, traffic directional signs, grading for proper drainage of said streets and roads, and related activities and improvements.

9.9 Private Driveway Easements. Each of Units 1, 2, 3, 4 and 5 and Units 29, 30, 31, 32, 33 and 34 shall have vehicular and pedestrian access to the streets in the Development by way of the two (2) and nineteen (19) foot Driveway Easements shown on the plat ("Driveway Easement(s)"). For such purposes, there is hereby granted to the Owners of each such Lot a perpetual, non-exclusive easement over and across such portions of the Development and said Lots as are located within the Driveway Easement serving each such Lot for access, ingress and egress to and from such Unit and the Street that is accessed by such Driveway Easement.

9.10 Zoning and Governmental Restrictions. None of the covenants, restrictions or easements created or imposed by this Declaration shall be construed as permitting any action prohibited by applicable zoning laws, or by the laws, rules or regulations of any governmental body. In the event of any conflict between such laws, rules or regulations and the covenants, restrictions and easements created or imposed by this Declaration, the most restrictive provision shall govern and control.

Article 10: General Provisions

10.1 Occupants Bound. All provisions of this Declaration, any Supplementary Declaration, the Bylaws, the rules and regulations promulgated by the Board, the Architectural Guidelines, and the Landscaping Guidelines that govern the conduct of Owners and provide for sanctions against Owners shall also apply to all Occupants and the guests and invitees of Owners and Occupants. The Owner shall be responsible for insuring that the Occupants,

guests, invitees and licensees of the Owner and Occupant strictly comply with all provisions of this Declaration, any Supplementary Declaration, the Bylaws, the rules and regulations promulgated by the Board, the Architectural Guidelines, and the Landscaping Guidelines. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not timely paid, the fine may then be levied against the Owner.

10.2 Effective Date and Duration. The provisions of this Declaration shall run with and bind the land that is the Development and shall take effect when the Declaration is recorded in the DeKalb County, Georgia records and shall remain in effect perpetually to the extent permitted by law; provided, however, so long as Georgia law limits the period during which covenants restricting lands to certain uses may run, any provisions of this Declaration affected thereby shall run and bind the land so long as permitted by such law, provided, however, that such provisions may be renewed or extended if approved by at least two-thirds of the Total Association Vote in accord with the Bylaws. Every purchaser or grantee of any interest in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that such provisions of the Declaration may be extended and renewed pursuant to this Article 10.2.

10.3 Enforcement. Each Owner and Occupant shall strictly comply with this Declaration, any Supplementary Declaration, the Bylaws, the rules and regulations promulgated by the Board, the Architectural Guidelines, and the Landscaping Guidelines. In the event an Owner or Occupant fails to do so, the Association, acting through the Board, shall have, without limitation, the following non-exclusive remedies: (a) a Right of Abatement (as hereinafter defined); (b) the right to impose reasonable fines or other sanctions, which shall constitute a lien upon the Lot; (c) the right to conduct a non-judicial foreclosure of any lien on the Lot; and (d) the right to commence an action for equitable relief for any breach of Article 7 (Use Restrictions) of this Declaration.

(a) Right of Abatement. The Right of Abatement, as used in this Declaration, means the right of the Association, through its agents and employees, to enter at all reasonable times upon the exterior Lot as to which a violation, breach or other condition to be remedied exists, and to take all reasonable and necessary actions to abate, extinguish, remove or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act solely by reasons of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Article 10.3(a). Notwithstanding the foregoing, vehicles may be towed in accordance with Article 7.6 herein. The violating Owner shall be given ten (10) days' written notice of the intent to exercise self-help. The Owner may make a written request for additional time to remediate and the Board may approve the same in writing. All reasonable costs associated with the Association's exercise of its Right of Abatement and together with the interest thereon at the lower of the highest rate permitted by law or ten percent (10%) per annum shall be the personal obligation of the Owner and constitute a lien in favor of the Association on the Lot prior to and superior to all other liens whatsoever except (1) liens for ad valorem taxes on the Lot; (2) the lien of any first priority mortgage covering the Lot and the lien of any mortgage recorded prior to the recording of the declaration; or (3) the lien of any secondary

purchase money mortgage covering the Lot, provided that neither the grantee nor any successor grantee of the mortgage is the seller of the Lot.

(b) Fines and Sanctions. The Association, acting through the Board, may impose fines or other sanctions for violations of this Declaration, any Supplementary Declaration, the Bylaws, the rules and regulations promulgated by the Board, the Architectural Guidelines, and the Landscaping Guidelines, which fines shall be collected as provided herein for the collection of assessments; provided, however, only one fine may be imposed for a single violation such that an Owner or Occupant may not be fined by the Association for the same violation. In the event any fine, sanction, interest, cost or other charge is not paid as required by this Declaration, the Association, acting through the Board, may bring an action at law against the Owner personally obligated to pay same and shall be entitled to recover all costs of litigation actually incurred, including, without limitation, reasonable attorneys' fees. All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.

(c) Non-Judicial Foreclosure. If any assessment, interest, cost, or other charge is not paid as required by this Declaration, each Owner hereby grants to the Association and its assigns the following irrevocable power of attorney, which shall be binding and conclusive upon the Owner whose Lot is the subject matter of such sale, and the heirs, executors, administrators, and assigns of such owner, and the successors in interest of such Owner in and to such Lot: (a) to sell the said Lot or Lots subject to the lien at auction, at the usual place for conducting sales at the Courthouse in DeKalb County, Georgia to the highest bidder for cash, after advertising the time, terms and places of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in the paper in which the Sheriff's advertisements for DeKalb County, Georgia are published, all other notice being hereby waived by each Owner; (b) to bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a conveyance of said property in fee simple, which conveyance shall contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends. The Association or assigns shall collect the proceeds of such sale, and after reserving therefrom the entire amount due for expenses of sale and fifteen percent (15%) of the aggregate amount due for attorneys' fees, shall pay any excess to such Owner or to the heirs or assigns of such Owner provided by law. The power and agency hereby granted are coupled with an interest and irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law. In accordance with the provisions of O.C.G.A § 44-3-232, no foreclosure action against a lien arising out of this subsection shall be permitted unless the amount of the lien is at least \$2,000. EACH OWNER, BY ACCEPTANCE OF A DEED CONVEYING A LOT SUBJECT TO THIS DECLARATION, WAIVES ANY RIGHT THAT OWNER MAY HAVE UNDER THE CONSTITUTION OR THE LAWS OF THE STATE OF GEORGIA OR THE CONSTITUTION OR THE LAWS OF THE UNITED STATES OF AMERICA TO NOTICE OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THIS DECLARATION AND OWNER WAIVES OWNER'S RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED IN ACCORDANCE WITH THE PROVISIONS OF THIS DECLARATION ON THE GROUND (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED

WITHOUT A PRIOR JUDICIAL HEARING. ALL WAIVERS BY OWNER IN THIS PARAGRAPH HAVE BEEN MADE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY, AFTER OWNER HAS FIRST BEEN ALLOWED THE OPPORTUNITY TO CONSULT LEGAL COUNSEL WITH RESPECT TO OWNER'S POSSIBLE RIGHTS.

(d) Equitable Relief. Inasmuch as the enforcement of the provisions of this Declaration is essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Unit Owners, it is hereby declared, and the Association and all Owners acknowledge and agree, that any breach of Article 7 (Use Restrictions) cannot be adequately compensated by recovery of changes, and that the Association or any aggrieved Unit Owner, in addition to all other remedies, may require and shall be entitled to a temporary restraining order, interlocutory or permanent injunction or any other mandatory or prohibitive equitable relief.

(e) Miscellaneous. The rights and remedies provided by this Declaration are cumulative and the right of any one right or remedy shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights that may exist by applicable law. No delay, failure or omission on the part of the Association or any aggrieved Owners in exercising any right, power or remedy shall bar or effect his, her or its right to exercise or enforce any rights, powers or remedies. The Association shall have the right to record in the appropriate land records a notice of violation of this Declaration, any Supplementary Declaration, the Bylaws, the rules and regulations promulgated by the Board, the Architectural Guidelines, and the Landscaping Guidelines and to assess the cost of recording and removing such notice against the Lot of the Owner who is responsible (or whose Occupants are responsible) for such violation or violations.

10.4 Amendment. A proposed amendment may be proposed by either an Owner or the Association, acting through the Board. The Association shall be required to call a meeting for a vote on a proposed amendment upon a petition signed by at least twenty five percent (25%) of the Owners.

This Declaration shall be amended only by the agreement of two-thirds of the Total Association Vote in accord with the Bylaws. Agreement of the required majority of Owners to any amendment to the Declaration shall be evidenced by their execution of the amendment. In the alternative, the sworn statement of the President of the Association or of the Secretary of the Association attached to or incorporated in an amendment executed by the Association, which sworn statement states unequivocally that agreement of the required majority was otherwise lawfully obtained and that all notices required by the Act were properly given, shall be sufficient to evidence the required agreement. Any such amendment of the Declaration shall become effective only when recorded or at such later date as may be specified in the amendment itself.

No amendment to this Declaration shall change the boundaries of any Lot, the number of votes in the Association pertaining thereto or the liability for assessments pertaining thereto.

No amendment to the provisions of the Declaration shall materially alter, modify, change, or rescind any right, title, interest, or privilege herein granted or accorded to the holder

of any Mortgage affecting any Lot unless such Mortgagee shall consent thereto in writing. The written consent thereto of any such Mortgagee affected thereby shall be filed with such amendment. Notwithstanding the foregoing, however, the approval of any proposed amendment by a Mortgagee shall be deemed consented to if the Mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after the Mortgagee receives notice of the proposed amendment sent by certified mail or statutory overnight delivery, return receipt requested. Every purchaser or grantee of any interest in any real property now or hereinafter subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Article 10.4.

In any court action where the validity of the adoption of an amendment to this Declaration is at issue, the adoption of the amendment shall be presumed valid if the suit is commenced more than one (1) year after the recording of the amendment in the public record.

10.5 Successors and Assigns. The Declaration and provisions herein shall be binding on all persons having any right, title or interest in all or any portion of the real property now and hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title and assigns and shall inure to the benefit of each Owner of all or any portion thereof.

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

10.7 Interpretation. This Declaration shall be liberally construed in favor of the valid establishment of a property owners' association pursuant to the Act with respect to the Development and in a manner that will best effect the intent of the general plan of Development. Whenever the singular number is used in this Agreement and required by context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. 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.

10.8 Notices. All notices between and among the Association and the Owners provided for in this Declaration shall be in writing and shall be delivered by hand, by U.S. registered or certified mail, postage prepaid and return receipt requested, or by a commercial firm regularly engaged in the business of document delivery such as Federal Express. All notices to the Association shall be addressed to the Association and delivered to the Association's Registered Agent as identified by Georgia's Secretary of State and the President of the Association. All notices to an Owner shall be addressed to that Owner and delivered to the Owner at the address of his, her or its Lot or such other address designated for receipt of notice in writing by that Owner to the Secretary of the Association. The time period in which a

response to any such notice must be given or any action taken with respect thereto, shall commence to run from the date of receipt. "Receipt" shall be deemed when written notice is hand delivered or on the third (3rd) day following the day such written notice is deposited in the United States Mail or with the commercial delivery firm. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice sent.

10.9 Indemnification. To the fullest extent allowed by the Georgia Nonprofit Corporation Code, and in accordance therewith, the Association shall indemnify every current and former officer, director and committee member against any and all expenses, including, but not limited to, attorney's fees, imposed upon or reasonably incurred by any officer, director or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer, director or committee member may be a party by reason of being or having been an officer, director or committee member. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer, director or committee member, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

10.10 Notice of Sale or Acquisition. Owners must keep the Association apprised of their name, mailing address, telephone number, and email address. Accordingly, prior to the sale of a Lot, the Owner shall provide the Association with written notice of the foregoing information with respect to the purchaser, along with such other information as the Board shall reasonably require. Upon acquisition of a Lot, each new Owner shall provide the Association with written notice of his, her or its name, mailing address, telephone number, and email address, the name of the Occupants of the Lot, if any, and such other information as the Board may reasonably require. All Owners shall notify the Association of any change in name, mailing address, telephone number, and email address.

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

10.12 Variances. Notwithstanding anything to the contrary contained herein, the Board of Directors 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 is warranted and would not be inconsistent with the overall scheme of development for the Development.

10.13 Litigation.

(a) Agreement to Avoid Litigation. The Association, its officers, directors, and committee members, all persons subject to this Declaration, any builder, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the resolution of disputes involving the Development without the costs of litigation. Accordingly, each Bound Party covenants and agrees that those claims, grievances or disputes described in Article 10.13(a) ("Claims") of this Article shall be resolved using the procedures set forth herein in lieu of filing suit in any court.

(b) Claims. Unless specifically exempted below, all claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Declaration, any Supplementary Declaration, the Bylaws, the rules and regulations promulgated by the Board, the Architectural Guidelines, and/or the Landscaping Guidelines (the "Claims") shall be subject to the provisions this Article. Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of this Article 10.13: (i) any suit by the Association against any Bound Party to enforce the provisions of Article 4 (Assessments); (ii) any suit by the Association to obtain a temporary restraining order, interlocutory injunction or permanent injunction or other mandatory or prohibitive equitable relief to enforce the provisions of Article 6 (Use Restrictions); (iii) any suit between Owners, which does not include the Association as a Party, if such suit asserts a Claim that would constitute a cause of action independent of this Declaration, any Supplementary Declaration, the Bylaws, the rules and regulations promulgated by the Board, the Architectural Guidelines, and/or the Landscaping Guidelines; and (iv) any suit in which any indispensable party is not a Bound Party.

(c) Notice of Claim. 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: (1) the nature of the Claim, including the Persons involved and Respondent's role in the Claim; (2) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); (3) Claimant's proposed remedy; and (4) that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

(d) Negotiation and Mediation. 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 a written request is submitted to the Board by a Party and is accompanied by a copy of the Notice, the Board may, in its sole discretion, appoint a representative to assist the Parties in resolving the dispute by negotiation. If the Parties do not resolve the Claim within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have 30 additional days to submit the Claim to mediation under the auspices of an independent entity providing dispute resolution services in the Metropolitan Atlanta, Georgia area upon which the Parties may mutually agree.

If Claimant does not submit the Claim to mediation within thirty (30) days after Termination of Negotiations, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, 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 thirty (30) days after submission of the matter to the mediation process, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth that the parties are at an impasse and the date that mediation was terminated. Within five (5) days of the Termination of Mediation, the Claimant shall make a final written settlement demand ("Settlement Demand") to the Respondent and the Respondent shall make a final written settlement offer ("Settlement Offer") to the Claimant. If the Claimant fails to make a Settlement Demand, Claimant's original Notice shall constitute the Settlement Demand. If the Respondent fails to make a Settlement Offer, Respondent shall be deemed to have made a "zero" or "take nothing" Settlement Offer.

(e) Final and Binding Arbitration. If the Parties do not agree in writing to a settlement of the Claim within fifteen (15) days of the Termination of Mediation, the Claimant shall have fifteen (15) additional days to submit the Claim to the American Arbitration Association in accordance with the Construction Arbitration, Rules of Arbitration. 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. 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. If requested in the Notice, the prevailing party in arbitration shall be entitled to recover all costs and expenses, including, but not limited to reasonable attorney's fees.

(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 herein. 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 and court costs.

The Association, by its execution hereof, acknowledges and agrees the Association is bound by this Declaration and the undersigned officers of the Association hereby state, unequivocally and under oath, that the agreement of at least two-thirds (2/3) of the Owners to this Declaration was lawfully obtained and that all notices required by the Act were properly given.

BELLEWOOD HOMEOWNERS' ASSOCIATION, INC.

By: [Signature] 7/14/20
Name: Mike Harreld Date
Its: President

Attest: [Signature] 7/14/20
Name: Lynn Self Date
Its: Secretary

By: [Signature] 7/14/20
Name: Bill Donges Date
Unofficial Witness

Signed, sealed and delivered this
14th day of July, 2020.

Weather L. Schoeman
Notary Public

3/13/2022
Commission Expiration Date

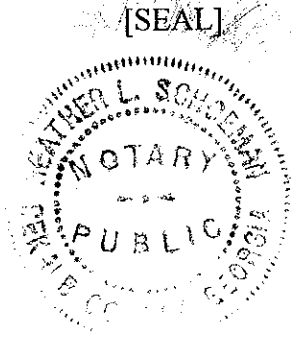


EXHIBIT "A"**PROPERTY DESCRIPTION**

All that tract or parcel of land lying and being in Land Lot 364 of the 18th District of DeKalb County, Georgia, being Bellewood Square and Bellewood Park, including any improvements and islands contained therein as shown on that Final Plat for Bellewood Subdivision, recorded at Plat Book 109, Pages 7 et seq. DeKalb County, Georgia Records, said plat by this referenced being incorporated herein and made a part hereof by reference for a complete description.

EXHIBIT "B"

AMENDED BYLAWS OF BELLEWOOD HOMEOWNERS' ASSOCIATION, INC.

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AMENDED BYLAWS OF BELLEWOOD HOMEOWNERS' ASSOCIATION, INC.**Article 1: Name, Membership, Applicability and Definitions**

1.1 Name. The name of the corporation shall be Bellewood Homeowners' Association, Inc. (the "Association").

1.2 Membership. The Association shall have one class of membership, as is more fully set forth in that certain Amended Declaration of Declaration of Protective Covenants, Conditions, Restrictions and Easements for Bellewood (the "Declaration"), the terms of which pertaining to membership are specifically incorporated by reference herein.

1.3 Definitions. The words used in these Bylaws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit.

Article 2: Association: Meetings, Quorum, Voting, Proxies

2.1 Place of Meetings. Meetings of the Association shall be held at a suitable place convenient to the members as may be designated by the Board, either in the Development or as convenient thereto as possible and practical.

2.2 Annual Meetings. There shall be an annual meeting of the members during the months of November or December, which the place and specific date and time to be determined by the Board, for the purpose of installing directors for the ensuing year and to transact such other business as may come before the meeting.

2.3 Special Meetings. The Board, the President or the Secretary may call a special meeting for any purpose at any time. It shall be the duty of the President to call a special meeting upon the request of two (2) or more directors or upon the written request of members entitled to cast at least twenty-five percent (25%) of the Total Association Vote that describes the purpose or purposes for which it is to be held. No business shall be transacted at a special meeting except those matters that are within the purpose or purposes described in the notice.

2.4 Record Date. The Board of Directors shall fix in advance a record date for a determination of members entitled to notice of and to vote at any meeting of members or any adjournment thereof, or to make a determination of members for any other purpose, such date to be not more than seventy (70) days before the date on which the particular action requiring such determination of members is to be taken.

2.5 Notice of Meetings. It shall be the duty of the Secretary or such other agent as the Association may designate to cause to be delivered to each member (as shown in the records of the Association as of the record date) a written notice of each annual or special meeting of the Association stating the date, time and place where it is to be held and the purpose(s) thereof. Such notice shall be delivered by hand, by U.S. registered or certified mail, postage prepaid and return receipt requested, or by a commercial firm regularly engaged in the business of document delivery such as Federal Express. All notices to an Owner shall be

addressed to that Owner and delivered to the Owner at the address of his, her or its Lot or such other address designated for receipt of notice in writing by that Owner to the Secretary of the Association. Notices shall give at least twenty one (21) days in advance of any annual or regularly scheduled meeting and at least seven (7) days in advance of any other meeting. In addition to the foregoing, the Board may, in its discretion, provide notice of any annual or special meeting of the Association by electronic mail or dissemination on a website. If any meeting of the members is adjourned to a different date, time or place, notice need not be given of the new date, time or place, if the new date, time or place is announced at the meeting before adjournment. If, however, a new record date is or must be fixed, notice of the adjourned meeting shall be given to persons who are members of record as of the new record date.

2.6 Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may waive notice of any meeting of the members, either before or after such meeting, by delivering a written waiver of notice signed the member to the Association for inclusion in the minutes for filing with the Association's records. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of lack of notice or defective notice, unless such member specifically objects to lack of proper notice at the time the meeting is called to order.

2.7 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.8 Membership List. After the record date for any meeting is established by the Board, the Secretary shall prepare an alphabetical list of the names and addresses of all of the members who are entitled to notice of the meeting. Beginning at least two (2) business days after notice is given of the meeting for which the list was prepared, the list of members shall be available for inspection by any member or a member's agent or attorney: (1) on a reasonably accessible electronic network, provided that the information required to gain access to such list is included with the notice of the meeting or upon request; or (2) during ordinary business hours at the Association's principal office or at such other reasonable place as may be specified in the notice in the city where the meeting will be held. In the event that the Association makes the list available on an electronic network, the Association may take reasonable steps to ensure that such information is available only to members of the Association. In addition, the list shall be available for inspection at the meeting or any adjournment thereof.

2.9 Voting. The voting rights of the members shall be as set forth in the Declaration, and such voting rights are specifically incorporated herein. No Owner shall be eligible to vote if that Owner is more than thirty (30) days delinquent on any payment due the Association or if the Owner has had his, her or its voting rights suspended for the infraction of any provision of Declaration, any Supplementary Declaration, the Bylaws, the rules and regulations promulgated by the Board, the Architectural Guidelines, and/or the

Landscaping Guidelines. If an Owner is not eligible to vote, that Owner shall not be counted for purposes of establishing a quorum or majority.

2.10 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxy appointment forms shall be in writing, signed, dated, and filed with the Secretary before the appointed time of each meeting. Proxies may be delivered to the Board of Directors by personal delivery, U.S. mail or electronic transmission to the Secretary or other officer or agent authorized to tabulate votes. Every proxy shall be revocable and shall automatically cease upon: (a) receipt of notice by the Secretary of the death or judicially declared incompetence of a member; (b) receipt by the Secretary or other officer or agent authorized to tabulate votes of written revocation signed by the member; (c) receipt by the Secretary or other officer or agent authorized to tabulate votes of a subsequent appointment form signed by the member; (d) attendance by the member and voting in person at any meeting; or (e) the expiration of eleven (11) months from the date of the proxy appointment form. Any proxy shall be void if it is not dated or it purports to be revocable without notice.

2.11 Quorum. The presence, in person or by proxy, of members entitled to cast at least forty percent (40%) of the votes entitled to be cast at the meeting shall constitute a quorum at all meetings of the Association. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

2.12 Action By Written Consent. Any action required or permitted to be approved by the members may be approved without a meeting if one (1) or more written consents setting forth the action so taken, shall be signed and dated by members holding the voting power required to pass such action at a meeting held on the record date for such action. The record date for such action shall be the date that the first member signs a consent. Such action shall be approved when the Secretary receives a sufficient number of such consents dated within seventy (70) days of the record date for such action. If less than unanimous consent is obtained, the approval shall be effective ten (10) days after the Secretary gives written notice of the approval to all members who did not sign a consent. Each consent shall be included in the minutes of meetings of members filed in the permanent records of the Association. No consent shall be valid unless: (1) the consenting member has been furnished the same material that would have been required to be sent to members in a notice of a meeting at which the proposed action would have been submitted to the members for action; or (2) the written consent contains an express waiver of the right to receive the material otherwise required to be furnished.

2.13 Action By Written Ballot. Any action that may be taken at any annual, regular or special meeting of members may be taken without a meeting if approved by ballot in writing as provided herein. The Association shall deliver a ballot in writing to each member entitled to vote on the matter. The ballot in writing shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. All solicitations for votes by ballot in writing shall indicate the number of responses needed to meet the quorum requirements; state the percentage of approvals necessary to

approve each matter other than election of directors; and specify the time by which a ballot must be received by the Association in order to be counted. A timely ballot in writing received by the Association may not be revoked. Approval by ballot in writing of an action shall only be valid when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting held to authorize such action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. The results of each action by ballot in writing shall be certified by the Secretary and shall be included in the minutes of meetings of members filed in the permanent records of the Association.

Article 3: Board of Directors: Number, Powers, Meetings

3.1 Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors. Directors shall be Owners or the spouse of an Owner and must reside in the Development; provided, however, no Person may serve on the Board at the same time with such Person's spouse or any co-Owner of such Person's Lot. In this context, "Owner" shall be deemed to include individual with an ownership or equitable interest in an Owner, including, without limitation, a shareholder, member or beneficiary of a trust. Any individual who would not be eligible to serve as a Director but for having an ownership or equitable interest in an Owner shall be deemed to have disqualified himself or herself from continuing in office if he or she ceases to have any such affiliation with that person.

3.2 Number of Directors and Term of Office. The Board shall consist of five (5) directors, who shall be elected as provided herein. The normal term of office shall be two (2) years. Notwithstanding anything herein to the contrary, the current members of the Board shall continue in office through their current terms until their respective successors shall have been elected and take office.

3.3 Nomination of Directors. Nomination for election to the Board shall be made by a Nominating Committee that shall consist of three (3) members appointed by the Board at least sixty (60) days prior to the annual meeting to serve a term of one (1) year. The members of the Nominating Committee shall be announced at the annual meeting. The Nominating Committee may nominate any number of qualified individuals, but no less than the number of directors to be elected. Such nominations shall be made at least twenty one (21) days prior to the annual meeting. Nominations may also be made by members of the Association prior to or on the floor of the annual meeting. All nominations shall be without regard to race, color, gender, religion, creed or sexual orientation. Each candidate shall be given a reasonable opportunity to communicate his or her qualifications prior the election. No Person shall be nominated for election to the Board of Directors, nor permitted to run for election, if more than thirty (30) days past due in the payment of any assessment on the Lot that Person owns, co-owns and/or occupies. Failure to comply with the Article 3.3 shall in no way invalidate the election of directors who were not nominated in accordance with the provisions hereof.

3.4 Election. At each annual meeting, directors shall be elected as necessary to fill vacant seats on the Board. All eligible members of the Association may vote on all directors to be elected, and the candidates receiving the most votes shall be elected. Voting for election of Board members shall be by secret written ballot unless dispensed by unanimous consent at the meeting at which such voting is conducted. All elections shall be without regard to race, color, gender, religion, creed or sexual orientation.

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

3.6 Removal of Directors. At any annual, regular or special meeting of the Association, any one (1) or more of the members of the Board may be removed, with or without cause, by a majority of the Total Association Vote and a successor may then and there be elected to fill the vacancy thus created. The notice of the meeting shall state that the purpose or one of the purposes of the meeting is removal of a director. A director whose removal by the members has been proposed shall be given an opportunity to be heard at the meeting. Additionally, any director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than thirty (30) days may be removed by a majority vote of the remaining directors. A director whose removal has been proposed shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting.

3.7 Vacancies. Vacancies in the Board caused by any reason, excluding the removal of a director by vote of the Association, shall be filled by a vote of the majority of the remaining directors either by special meeting called for that purpose or by special election. Each Person so selected shall serve the unexpired portion of the term.

3.8 Organizational Meetings. The first meeting of the Board following each annual meeting of the Membership shall be held within thirty (30) days thereafter at such time and place as shall be fixed by the Board.

3.9 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the Board, provided that at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the regular schedule shall constitute sufficient notice of such meetings.

3.10 Special Meetings. Special meetings of the Board of Directors shall be held when requested by the President or by any two (2) directors. The notice shall specify the date, time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery (including commercial delivery service) to such director's address as shown in the Association's records; (b) written notice by first class mail, postage prepaid to such director's address as shown in the Association's records; (c) by telephone communication (including

facsimile) to such director's phone number as shown in the Association's records; or (d) issued electronically if the director has consented in writing to such method of delivery and has provided the Board with an address regarding the same. Notices sent by commercial delivery service and/or first class mail shall be deposited with the delivery service at least four (4) days before the date of the meeting. Notices given by personal delivery, electronic transmission or telephone shall be given at least seventy two (72) hours before the time set for the meeting.

3.11 Waiver of Notice. The business transacted at any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if: (a) a quorum is present; and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes either in writing or by electronic transmission which is included in the minutes or filed with the official records of the Association. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.12 Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If any meeting cannot be held because a quorum is not present, a Majority of the directors who are present at such meeting may adjourn the meeting to a time not less than three (3) nor more than thirty (30) days from the time that the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.13 Compensation. No director shall receive any compensation from the Association for acting as such. Directors may be reimbursed for expenses incurred in carrying out their duties as directors upon approval of same by the Board. Nothing herein shall prohibit a director from entering into a contract and being compensated for goods or services furnished to the Association in a capacity other than as a director provided that the director's interest is known and the contract is approved by a majority of the Board excluding the director with whom the contract is made.

3.14 Open Meetings. All meetings of the Board shall be open to all members, but members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board. Notwithstanding the above, the Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

3.16 Action without a Formal Meeting. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if one (1) or more

written consents setting forth the action so taken, shall be signed by a majority of the directors and delivered to the Association for inclusion in the minutes for filing in the corporate records. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

3.17 Telephonic Participation. One or more directors may participate in and vote during any meeting of the Board by telephone conference call or any other means of communication by which all directors participating may simultaneously hear each other during the meeting. Any such meeting at which a quorum participates shall constitute a meeting of the Board.

3.18 Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs unless prohibited by the Articles of Incorporation, the Declaration, and Supplementary Declaration, the Bylaws and/or applicable law. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(a) preparing and adopting an annual budget in which there shall be established the contribution of each member to the Common Expenses;

(b) making assessments to defray the Common Expenses and establishing the means and methods of collecting such assessments;

(c) providing for the operation, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association;

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

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

(f) making and amending rules and regulations and imposing sanctions for violations thereof, including, without limitation, monetary fines;

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

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

(i) enforcing by legal means the provisions of this Declaration, any Supplementary Declaration, the Bylaws, the rules and regulations promulgated by the Board, the Architectural Guidelines, and/or the Landscaping Guidelines, and bringing any proceedings which may be instituted on behalf of or against the members concerning the Association, which enforcement power shall include, without limitation, the power to levy fines as provided in the Declaration and herein in such amounts as from time to time the Board may deem proper in the circumstances;

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

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

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

(m) authorizing contracts on behalf of the Association.

3.19 Management Agent. The Board shall not engage a management agent for the Association without the majority of the Total Association Vote.

3.20 Borrowing. The Board of Directors shall have the power to borrow money without the approval of the members of the Association; provided, however, the Board shall obtain membership approval in the same manner as for special assessments in the event that the total amount of such borrowing exceeds or would exceed ten percent (10%) of the Association's annual budget.

3.21 Fining Procedure. The Board shall not impose a fine (a late charge shall not be considered a fine), suspend a member's right to vote or suspend a member's right to use the Common Area, all except for non-payment of assessments or other charges, unless and until the following procedure is followed:

(a) Notice. If any provision of this Declaration, any Supplementary Declaration, the Bylaws, the rules and regulations promulgated by the Board, the Architectural Guidelines, and/or the Landscaping Guidelines is deemed violated, the Board shall serve the violator with written notice sent certified mail, return receipt requested, which shall state: (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a statement that the violator may challenge the fact of the occurrence of a violation, the proposed sanction, or both; (iv) the name, address, and telephone number of a person to contact to challenge the proposed action; and (v) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of receipt of the notice. If a challenge is not made, the sanction shall be imposed ten (10) days from the date of the notice; provided, the Board may, in its discretion, waive any sanction if the violation is cured within such ten (10) day period.

(b) Hearing. If the alleged violator timely challenges the proposed action, a hearing before the Board shall be held in executive session affording the member a reasonable opportunity to be heard. The hearing shall be set and notice of the time, date (which shall be not less than ten (10) days from the giving of notice), and place of the hearing and an invitation to attend the hearing and produce any statements, evidence, and witnesses shall be sent to the alleged violator. Prior to the effectiveness of any sanction hereunder, proof of such notice shall be placed in the minutes of the meeting. Such proof be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. This Article 3.21(b) shall be deemed complied with if a hearing is held and the violator attends and is provided an opportunity to be heard notwithstanding the fact that the notice requirements contained herein are not technically followed.

Article 4: Officers

4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. Any two (2) or more offices may be held by the same Person, excepting the offices of President and Secretary.

4.2 Election, Term of Office, and Vacancies. The officers of the Association shall be elected from among the candidates identified by the Nominating Committee, as provided for in Article 5.5 herein, for terms of two (2) years. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

4.3 Additional Officers and Agents. The Board of Directors may appoint such other officers, including additional vice presidents, assistant secretaries and assistant treasurers, and agents as it shall deem necessary. Such officers and agents shall hold their respective offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

4.4 Salaries. The officers shall receive no compensation.

4.5 Removal. Any one (1) of more officers may be removed, without or without cause, by a majority vote of the Board and a successor may then and there be appointed to fill the vacancy thus created.

4.6 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and directors. The President shall supervise the Association's affairs and attend to the Association's business and interest pursuant to and in accordance with such policies as may be prescribed from time to time by the Board. The President shall keep the Board of Directors fully advised about the affairs and conditions of the Association. The President shall have all the general powers and duties which are incident to the office of the President of a Corporation organized under the Georgia Non-Profit Corporation Code.

4.7 Vice President. The Vice President(s), if any, shall act in the President's absence or disability and shall have all powers, duties, and responsibilities provided for the President when so acting, and shall perform such other duties as shall from time to time be imposed upon any Vice President by the Board or delegated to a Vice President by the President.

4.8 Secretary. The Secretary shall keep the minutes of all meetings of the members and of the Board; notify the members and directors of meetings as provided by these Bylaws and Georgia law; have custody of the seal of the Association; affix such seal to any instrument requiring the same; attest the signature or certify the incumbency or signature of any officer of the Association; and perform such other duties as the President, or the Board of Directors may prescribe. The Secretary shall perform the duties of the Treasurer of the Association in the absence or disability of the Treasurer.

4.9 Treasurer. The Treasurer shall maintain the money and other assets of the Association in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. The Treasurer shall keep or cause to be kept full and accurate financial records and books of account as may be necessary to keep the President and the Board informed at all times as to the financial condition of the Association and otherwise comply with applicable law. The Treasurer shall perform such other duties as the Board or President may prescribe. The Treasurer shall perform the duties of the Secretary of the Association in the absence or disability of the Secretary.

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

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

Article 5: Committees

5.1 Generally. Advisory, standing and ad hoc committees to perform such tasks and to serve for such periods as may be designated by the Board or as provided in the Declaration are hereby authorized. Each such committee shall be composed and shall operate in accordance with the terms of the Declaration or resolution of the Board designating the committee or with rules adopted by the Board. An advisory, standing or ad hoc committee shall not be authorized to exercise any authority of the Board except as expressly provided for by a Board resolution or rules adopted by the Board.

5.2 Audit Committee. The Board is authorized to create an Audit Committee to engage and interact with outside auditors, if such are appointed, and to review the financial

statements and transactions of the Association on a regular basis. The Audit Committee shall consist of three (3) Owners. Each member of the Audit Committee shall be appointed by the Board for a one (1) year term. The members of the Audit Committee shall appoint a Chairperson from among their number.

5.3 Landscaping Committee. A Landscaping Committee has been previously established and is hereby ratified. The Landscaping Committee shall manage and administer the Association's maintenance responsibilities with respect to all flora (as outlined in Article 5.1 of the Declaration) and report to the Board regarding same. The Landscaping Committee shall consist of at least two (2) Owners. Each member of the Landscaping Committee shall be appointed by the Board for a one (1) year term. The members of the Landscaping Committee shall appoint a Chairperson from among their number.

5.4 Maintenance Committee. A Maintenance Committee has been previously established and is hereby ratified. The Maintenance Committee shall manage and administer the Association's maintenance responsibilities with respect to all physical improvements in the Common Area (as outlined in Article 5.1 of the Declaration) and report to the Board regarding same. The Maintenance Committee shall consist of at least two (2) Owners. Each member of the Maintenance Committee shall be appointed by the Board for a one (1) year term. The members of the Maintenance Committee shall appoint a Chairperson from among their number.

5.5 Nominating Committee. A Nominating Committee has been previously established and is hereby ratified. The Nominating Committee shall nominate candidates to serve as the Association's officers as provided for in Article 4 of these Bylaws and make non-binding recommendations as to which positions should be filled by which candidates. The Nominating Committee shall consist of three (3) Owners. Each member of the Nominating Committee shall be appointed by the Board for a one (1) year term. The members of the Nominating Committee shall appoint a Chairperson from among their number.

5.6 Budget Committee. A Budget Committee has been previously established and is hereby ratified. The Budget Committee shall review the budgets and expenditures of the Association and make non-binding budget recommendations to the Board. The Budget Committee shall obtain advice related to future expenses from the Board and all Committees of the Association, and provide an opportunity for homeowner input, prior to submitting recommendations. Recommendations may include, but not be limited to, an Operating Budget, a Replacement Reserve Budget and a Capital Budget. The Budget Committee shall consist of three (3) Owners. Each member of the Budget Committee shall be appointed by the Board for a one (1) year term. The members of the Budget Committee shall appoint a Chairperson from among their number.

Article 6: Miscellaneous

6.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by resolution of the Board.

6.2 Parliamentary Rules. *Roberts Rules of Order* (current edition) shall govern the conduct of all Association proceedings, when not in conflict with Georgia law, the Articles of Incorporation of the Association, the Declaration or these Bylaws.

6.3 Conflicts. If there are conflicts or inconsistencies between the provisions of Georgia law, the Articles of Incorporation of the Association, the Declaration and these Bylaws, the provisions of Georgia law, the Declaration, the Articles of Incorporation of the Association and the Bylaws (in that order) shall prevail.

6.4 Electronic Records, Signatures and Documents. With the exception of Article 2.5, Article 2.13, and Article 3.21, whenever these Bylaws require that a document, record or instrument be "written" or "in writing," the requirement shall be deemed satisfied by an Electronic Document. "Electronic Document" means information created, transmitted, received or stored by electronic means and retrievable in human perceivable form, including, but not limited to, email, web pages, electronic documents, facsimile transmissions, etc. Records, documents and instruments shall not be denied effect or validity solely on the grounds that they are electronic. With the exception of Article 2.5 and Article 2.13, whenever these Bylaws require a signature, an electronic signature satisfies that requirement only if (1) the signature is easily recognizable as a Secure Electronic Signature that is capable of verification, under the sole control of the signatory, and attached to the Electronic Document in such a way that the document cannot be modified without invalidating the signature; or (2) the Board reasonably believes that the signatory affixed the electronic signature with the intent to sign the Electronic Document and the Electronic Document has not been modified since the signature was affixed. The Board may require reasonable verification of any Electronic Document and/or Electronic Signature. Pending verification, the Board may refuse to accept any Electronic Document and/or Electronic Signature that, in the Board's sole discretion, is not clearly authentic. Neither the Board nor the Association shall be liable to any Member or any other Person for accepting or acting in reliance upon an Electronic Document and/or Electronic Signature that the Board reasonably believes to be authentic. Any Member or Person who negligently, recklessly or intentionally submits any falsified Electronic Document or unauthorized Electronic Signature shall fully indemnify the Association for actual damages, reasonable attorneys' fees and expenses incurred as a result of such acts.

6.5 Amendment. These Bylaws may be amended by the Board of Directors if such amendment is necessary to: (a) bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) enable any title insurance company to issue title insurance coverage with respect to the Lots subject to the Declaration; (c) enable an institutional or governmental lender or purchaser of mortgage loans, including, without limitation, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make or purchase Mortgage loans on the Lots subject to the Declaration; (d) enable any governmental agency or private insurance company to insure or guarantee Mortgage loans on the Lots subject to the Declaration; or (e) comply with the provisions of the Georgia Property Owners Association Act, O.C.G.A. § 44-3-220, *et seq.* In addition, these Bylaws may be amended in the same manner as the Declaration may be amended pursuant to Article 10.4 thereof.

6.6 Books and Records.

(a) 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.

(b) Inspection by Members. All members of the Association and institutional holder of a first Mortgage shall be entitled to inspect the following records at a reasonable time and location specified by the Association, upon written request at least five (5) days before the date on which the member wishes to inspect and copy:

(i) its Articles of Incorporation or restated Articles of Incorporation and all amendments to them currently in effect;

(ii) its Bylaws or restated Bylaws and all amendments to them currently in effect;

(iii) resolutions adopted by either the Association's members or the Board increasing or decreasing the number of directors or the classification of directors, or relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members;

(iv) resolutions adopted by either the Association's members or the Board relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members;

(v) the minutes of all meetings of members and records of all actions approved by the members for the past three (3) years;

(vi) all written communications to members generally within the past three (3) years, including the financial statements furnished for the past three (3) years;

(vii) a list of the names and business or home addresses of its current directors and officers; and

(viii) its most recent annual report delivered to the Secretary of State.

A member may inspect and copy the following records upon written notice at least five (5) business days before the date on which the member wishes to inspect and copy only if the member's demand is made in good faith and for a proper purpose that is reasonably relevant to the member's legitimate interest as a member; the member describes with reasonable particularity the purpose and the records the member desires to inspect; the records are directly connected with this purpose; and the records are to be used only for the stated purpose:

(ix) excerpts from minutes of any meeting of the Board, records of any action of a committee of the Board while acting in place of the Board on behalf of the Association, minutes of any meeting of the members, and records of action taken by the members or the Board without a meeting, to the extent not subject to inspection pursuant to the foregoing;

(x) accounting records of the Association; and

(xi) the membership list only if for a purpose related to the member's interest as a member. Without the consent of the Board, a membership list or any part thereof may not be used to solicit money or property unless such money or property will be used solely to solicit the votes of the members in an election to be held by the Association; used for any commercial purpose; or sold to or purchased by any person.

The Association may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the Member.

6.7 Financial Review. A review of the accounts of the Association shall be made annually in the manner as the Board may decide; provided, however, that after having received such review at the annual meeting, a majority of the Total Association Vote may require that the accounts of the Association be audited as a common expense by a public accountant. Upon written request of any institutional holder of a first Mortgage and upon payment of all necessary costs, such holder shall be entitled to receive a copy of an audited financial statement within ninety (90) days of the date of the request.

The Association, by its execution hereof, acknowledges and agrees the Association is bound by these Bylaws and the undersigned officers of the Association hereby state, unequivocally and under oath, that the agreement of at least two-thirds (2/3) of the Owners to these Bylaws were lawfully obtained and that all notices required by the Act were properly given.

BELLEWOOD HOMEOWNERS' ASSOCIATION, INC.

By: [Signature] 7/15/20
Name: Mike Harreld Date
Its: President

Attest: [Signature] 7/15/20
Name: Lynn Selk Date
Its: Secretary

By: [Signature] 7/15/20
Name: Bill Donges Date
Unofficial Witness

Signed, sealed and delivered this
15th day of July, 2020.

[Signature] 8/13/2022
Notary Public Commission Expiration Date
[SEAL]

