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**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
BUCKHEAD PARK AT LENOX

FULTON COUNTY, GEORGIA**

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COVENANTS AND RESTRICTIONS
FOR BUCKHEAD PARK AT LENOX
FULTON COUNTY GEORGIA**

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**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
BUCKHEAD PARK AT LENOX**

ATLANTA, GEORGIA

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (the “Declaration”) is made on this 27th day of September, in the year 2013 by **PULTE HOME CORPORATION**, a Michigan corporation (hereinafter referred to as the “Declarant”).

WITNESSETH:

WHEREAS, the Declarant owns all of that certain real property located in the Fulton County, Georgia, which real property is more particularly described on **Exhibit “A”**, hereto attached and made a part hereof (the “**Buckhead Park at Lenox Property**”); and

WHEREAS, the Declarant intends to develop the Buckhead Park at Lenox Property for residential purposes by the construction thereon of single family townhomes; and

WHEREAS, the Declarant desires to provide open spaces, common amenities and other facilities for the benefit of the persons who shall reside in the aforesaid townhomes; and

WHEREAS, in order to insure the enjoyment of such open spaces, common amenities and other facilities by the residents of the said townhomes, and in order to protect and enhance the value of the said townhomes, it is desirable to create an association to own, maintain and administer such open spaces, common amenities and other facilities, and to administer and enforce the covenants and restrictions imposed by this Declaration on the said townhomes, and to collect, hold and disburse the charges and assessments provided for in this Declaration; and

WHEREAS, it is intended that every owner of any of the said townhomes automatically, and by reason of such ownership and this Declaration, become a member of the aforesaid association and be subject to its valid rules and regulations and the assessments and charges made by such association;

NOW, THEREFORE, the Declarant, for itself, its successors and assigns, does hereby covenant that the Buckhead Park at Lenox Property is subjected to the provisions of this Declaration. The Declarant, for itself, its successors and assigns, hereby further covenants that the Buckhead Park at Lenox Property shall hereafter be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration.

ARTICLE I.

DEFINITIONS

As used in this Declaration, the following terms shall have the meanings ascribed to them in this Article I, such definitions being cumulative of those set forth elsewhere in this Declaration.

"Annual Assessment" shall have the meaning specified in Section 4 of Article V hereof, and shall constitute the assessments which, pursuant to the provisions of Article V hereof, shall be levied by the Association against the Townhomes each year for the purpose of raising the funds necessary to pay the "Annual Expenses" (as that term is defined in Section 3 of Article V hereof).

"Annual Expenses" shall have the meaning specified in Section 3 of Article V hereof.

"Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as the same may be amended from time to time.

"Association" shall mean the Buckhead Park at Lenox Townhome Association, Inc., a Georgia non-profit membership corporation.

"Association Property" shall mean all real property owned by the Association which is shown and depicted on the Plat and which is neither included within any Townhome nor dedicated to a governmental authority. All of the realty included within the Buckhead Park at Lenox Property and subjected to this Declaration shall constitute Association Property, except for the parts thereof that shall constitute Townhomes and except for the parts thereof that shall be dedicated to a governmental authority. The Association Property shall include easements appurtenant to the Buckhead Park at Lenox Property, regardless of whether such appurtenant easements are shown on the Plat.

"Board of Directors" shall mean the Board of Directors of the Association.

"Bylaws" shall mean the Bylaws of the Association attached hereto as Exhibit "B", as the same may be amended from time to time.

"Deck" shall mean the wooden deck that was constructed as part of the original construction of each Townhome.

"Declarant" shall mean Pulte Home Corporation, a Michigan corporation, and shall include any successor or assign of Pulte Home Corporation (other than a person acquiring fewer than five (5) Townhomes) who shall acquire the entire interest in the Buckhead Park at Lenox Property which was owned by the immediate predecessor-in-title of such successor or assign and who shall stand in the same relation to the Buckhead Park at Lenox Property as his immediate predecessor-in-title.

"Declaration" shall mean this Declaration of Covenants and Restrictions, as the same may be hereafter amended in accordance with the terms and provisions of Article X hereof.

"Driveway" shall mean the driveway that was constructed in connection with the original construction of each Townhome and is annexed to such Townhome.

"Exclusive Easement Area" shall mean each of those portions of the Association Property which are located in the rear of certain of the Townhomes which are shown and depicted on each Plat as "Exclusive Easement Area".

"Exclusive Utility Facilities" shall mean the utility facilities installed and annexed to each Townhome in connection with the original construction of such Townhome and serving only the individual Townhome to which such Exclusive Utility Facilities are annexed.

"Foreclosure Administration Fee" shall mean a fee payable by an owner who acquires a Townhome by foreclosure or deed in lieu thereof as more particularly described in Article V, Section 7 hereof.

"First Mortgage" shall mean a Mortgage conveying a first priority lien upon or security title to any Townhomes.

"Hardship Leasing Permit" shall mean a permit issued by the Board of Directors for the leasing of a Townhome under certain hardship circumstances described in Article VII, Section 8(c) hereof.

"Initiation Assessment" shall mean a one-time assessment payable at the time fee title to any Townhome shall be conveyed by an owner to a successor owner as described in Article V, Section 6 hereof.

"Leasing Permit" shall mean a permit issued by the Board of Directors for the leasing of a Townhome provided that certain criteria are met as more particularly described in Article VII, Section 8(b) hereof.

"Lessee Acknowledgement" shall mean the agreement by a lessee of a Townhome to comply with and be bound by the terms of this Declaration as more particularly described in Article VII, Section 8(d) hereof.

"Mortgage" shall mean a mortgage, deed to secure debt, deed of trust, or other instrument conveying a lien upon or security title to the property.

"Buckhead Park at Lenox Property" shall mean all of that property which is described on Exhibit "A" to this Declaration.

"Patio" shall mean the poured-concrete patio that was laid down and installed within the Exclusive Easement Area annexed to each Townhome, as part of the original construction of such Townhome.

"Perimeter Fence" shall have the meaning ascribed to the same in Article III, Section 14 of this Declaration.

“Person” shall mean a natural person, corporation, trust, partnership or any other legal entity.

“Plat” shall mean, collectively, the plat that is recorded in the records of Fulton County, Georgia in Plat Book _____, Page _____, Fulton County, Georgia records and all other subdivision plats (including re-plats) filed in the plat book records of Fulton County, Georgia with respect to the Buckhead Park at Lenox Property.

“Portico” shall mean the portico that was constructed as part of the original construction of certain of the Townhomes, said portico being located in the front of, and extending across the front boundary of, such Townhome.

“Rules and Regulations” shall have the meaning ascribed to the same in Article IV, Section 1 of this Declaration.

“Stoop” shall mean the front stoop that was constructed as part of the original construction of each Townhome.

“Townhome” shall mean each of those parcels of real property, and all improvements located thereon, shown and depicted as a Townhome on the Plat.

“Utility Easement Area” shall mean: (i) each of those portions of the Association Property within which Exclusive Utility Facilities are installed including, but not limited to, those portions of the Association Property which are shown and depicted on each Plat as a “Utility Easement Area”, and (ii) each of those portions of the Association Property upon which an air conditioning compressor serving any Townhome is located.

“Zoning Conditions” shall mean the zoning conditions imposed on the Buckhead Park at Lenox Property by the applicable governmental authorities of the City of Atlanta, Georgia including the conditions approved by the Atlanta City Council on November 3, 2008, as matter No. Z-08-42 (Ordinance 08-O-1267), as amended in 2012 after approval of V-12-129.

All pronouns used in this Declaration are intended to be gender neutral, and the use of the masculine gender shall be deemed to include the feminine and neuter genders.

ARTICLE II.

TOWNHOMES

Section 1. Townhomes Subjected to this Declaration. The Declarant, for itself, its successors and assigns, does hereby covenant that each Townhome shall be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions, liens, charges, easements, covenants and restrictions of this Declaration applicable to Townhomes, including, without limitation, all lien and assessment provisions set forth in this Declaration; all of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration as applicable to Townhomes shall be a permanent charge thereon, and shall run with, such Townhomes.

Section 2. Townhome Boundaries. Notwithstanding the depiction of the boundaries of any Townhome on the applicable Plat the boundaries of each Townhome shall be as follows: The side boundary of each Townhome shall be a line consistent with and along the center of all firewalls separating a Townhome from another Townhome. The front and rear boundary, and the side boundary of each Townhome which does not separate a Townhome from another Townhome, shall be a line consistent with and along the outer, exterior surface of the outside wall of such Townhome. In the event of any discrepancy between the boundaries of a Townhome, as described in this Section 2, and the boundaries of such Townhome shown on the applicable Plat, the description of the boundaries of the Townhome set forth in this Section 2 shall control. All of the area within the boundaries of each of the Townhomes, as herein described, and as shown and depicted on the applicable Plat, shall for all purposes constitute real property which may be owned in fee simple, subject to the terms, provisions, liens, charges, covenants, easements and restrictions of this Declaration.

Section 3. All Townhomes Bear the Burdens and Enjoy the Benefits of this Declaration. Every person who is a record owner of a fee or undivided fee interest in any Townhome does, by acceptance of a deed or other conveyance thereto, and by acceptance of such ownership, and by taking record title to such Townhome, agree to all of the terms and provisions of this Declaration. Each of the Townhomes is subject to all the burdens, and enjoys all the benefits, made applicable hereunder.

Section 4. Easements Over the Townhomes. The Townhomes shall be subject to, and the Declarant does hereby grant to the appropriate grantees thereof, the following easements:

(a) Each Townhome shall be subject to all easements which are shown and depicted on the Plat as affecting and burdening such Townhome;

(b) Each Townhome shall be subject to an easement for the entry by the authorized agents and representatives of the Association to go in and upon such Townhome under the circumstances, and for the purposes, described in Article VIII of this Declaration.

Section 5. Maximum Number of Townhomes. The Declarant, for itself, its successors and assigns hereby covenants that the number of Townhomes constructed on the Buckhead Park at Lenox Property shall not exceed thirty-five (35).

ARTICLE III.

ASSOCIATION PROPERTY

Section 1. Association Property. The Declarant shall have the right to transfer and convey to the Association any portion of the Buckhead Park at Lenox Property (together with easements appurtenant thereto). All portions of the Buckhead Park at Lenox Property which the Declarant shall so transfer or convey to the Association shall thereafter constitute Association Property. Said right may be exercised by the Declarant any time, and from time to time, prior to October 31, 2023. Declarant shall not be permitted to transfer and convey to the Association any property located outside the boundaries of the Buckhead Park at Lenox Property; provided, however, that Declarant shall be permitted to transfer to the Association easements over property

located outside the boundaries of the Buckhead Park at Lenox Property.

All portions of the Buckhead Park at Lenox Property which shall be transferred to the Association by the Declarant (a) shall be conveyed to the Association by limited warranty deed free of debt encumbrance, and (b) shall be conveyed to the Association subject to the rights and easements set forth in Sections 2 and 3 of this Article III, irrespective of whether the deed of conveyance shall make a specific reference to such rights and easements.

By joining in the execution of this Declaration, the Association does hereby covenant and agree to accept all conveyances of the Association Property which may be made to it pursuant to, and in accordance with, the terms and provisions of this Section 1.

Section 2. Members' Rights in Association Property. Every owner of any Townhome shall have a non-exclusive right and easement of enjoyment and use in and to all portions of the Association Property, except for Exclusive Easement Areas, Driveways, Porticos, Stoops, Patios, Exclusive Utility Facilities and the exclusive portions of the Utility Easement Areas (all of which shall be subject to an easement for the exclusive use of the owner of the Townhome to which the same are attached or annexed, as provided for elsewhere in this Declaration), and such right and easement shall be appurtenant to, and shall pass with, the title to the Townhome(s) owned by such owner. Such right and easement of enjoyment and use are and shall be subject to the easements which are described in Section 3 of this Article III, to all other provisions of this Declaration relating to the use of the Association Property, and to the right of the Association to promulgate reasonable rules and regulations regarding the use of Association Property, and to the right of the Association, as provided in the Bylaws, to suspend the enjoyment rights of the owner of any Townhome during any period in which any assessment which is due to the Association from such owner remains unpaid, and such period as the Board of Directors may consider appropriate for any infraction of its published rules and regulations. No such suspension, however, shall prohibit the owner of any Townhome from using the Association Property to the extent necessary for such owner to have pedestrian access to and from his Townhome.

Section 3. Easements Over Association Property. All Association Property shall be subject to, and Declarant and the Association do hereby grant, the following easements:

(a) Subject to the obligation of the owner of each Townhome to maintain, repair and replace the Exclusive Utility Facilities annexed to and serving such Townhome as set forth in Section 6 of Article VIII hereof, an easement across, in, under, over and through the Association Property for the purposes of the construction, installation, repair, maintenance and use of all utility and drainage lines, wires, pipes and similar facilities as may be reasonably necessary for the provision of utility services (including water, sewer, gas, electric and telephone services) to the Townhomes;

(b) An easement in favor of Declarant for the exclusive use of such portions of the Association Property as may be reasonably desirable, convenient or incidental to the construction and installation of improvements on, and the sale of, any Townhome, including, but not limited to, sales and business offices, storage areas, construction yards and signs. Such easements shall be exercisable by any and all persons who the Declarant shall authorize to

exercise the same, including, without limitation, real estate sales agents, brokers, builders of Townhomes, contractors, subcontractors, and workers and entertainers at promotional sales events irrespective of whether such persons are affiliated with the Declarant. Such easements shall exist notwithstanding any provision of this Declaration which might be construed to the contrary, but shall terminate at such time as the construction of the Townhome has been completed and all of the Townhomes shall have been conveyed to owners thereof who shall not have acquired the Townhomes for the purpose of immediate resale of the same. Such easements shall and do exist without affecting the obligation of the owner of any Townhome to pay assessments or charges coming due during such period of time as portions of the Association Property shall be used by authorized persons pursuant to the exercise of the easements herein stated; and

- (c) The easements described in Sections 6, 7 and 8 of this Article III.

Section 4. Damage or Destruction of Association Property. All damage that shall occur to any improvements located on any Association Property on account of any casualty shall be repaired in all events. Such repairs shall be undertaken and completed as soon after the occurrence of any such casualty as is reasonably practicable. All repairs to any improvements located on the Association Property shall be made in accordance with plans and specifications that shall be approved for the same by the Board of Directors of the Association.

Section 5. Transfer or Encumbrance. For so long as Declarant is owner of any Townhome or other portion of the Buckhead Park at Lenox Property, Declarant may elect to modify the development plans for the Buckhead Park at Lenox Property in a manner that requires adjustments and modification to the boundaries of the Association Property. In order to facilitate such adjustments and modifications, the Association shall, at Declarant's request, transfer and convey to the Declarant any portion of the Association Property included within a Townhome on a proposed or recorded Plat. Upon the recording of a deed whereby the Association conveys Association Property to the Declarant, the property conveyed by such deed shall no longer constitute Association Property. No approval from the Association, or from anyone else whomsoever, shall be required in order for the Association to transfer and convey Association Property to Declarant as described above. By joining in the execution hereof, the Association does hereby covenant and agree, upon Declarant's request as aforesaid, to transfer and convey to Declarant any portion of the Association Property included within a Townhome on a proposed or recorded Plat.

Except as specifically described in this Section 5, in no event shall the Association abandon, encumber, dedicate, sell or transfer, directly or indirectly, any portion of the Association Property unless such abandonment, encumbrance, dedication, sale or transfer shall be first approved in writing by: (a) the owners of no fewer than sixty-seven percent (67%) of the Townhomes; and (b) the holders of no fewer than sixty-seven percent (67%) of the First Mortgages existing in regard to the Townhomes. In no event shall the Association abandon, encumber, dedicate, sell or transfer any portion of the Association Property consisting of a Stoop, Deck, Patio, Portico, Exclusive Easement Area, Exclusive Utility Facilities, or Utility Easement Area if the Townhome annexed to such Stoop, Deck, Patio, Portico, Exclusive Easement Area, Exclusive Utility Facilities or Utility Easement Area has been conveyed by

Declarant to a successor owner (unless the then-current successor owner consents in writing thereto).

Section 6. Exclusive Easement Areas and Utility Easement Areas.

(a) Each Townhome to which an Exclusive Easement Area is appurtenant shall have an easement for the exclusive use and enjoyment of the Exclusive Easement Area that is depicted on the Plat recorded in connection with the subjecting of such Townhome to the terms of this Declaration as being appurtenant to such Townhome. The owner of each Townhome shall have the right to install fences (subject to the terms of Article III, Section 7 hereof) shrubbery, plants, trees, flowers, bushes and other landscaping materials in and on the Exclusive Easement Area appurtenant to his Townhome, but only if the same shall have been approved by the Board of Directors. In no event shall the owner of any Townhome make any alteration to the Exclusive Easement Area that is appurtenant to his Townhome (including placing any ground materials on such Exclusive Easement Area, installing any landscaping on such Exclusive Easement Area, installing drainage pipes or structures on or in the Exclusive Easement Area, or placing any item or structure of any kind within such Exclusive Easement Area), unless the same shall have been approved by the Board of Directors. In connection with issuing its approval of any such alteration to any Exclusive Easement Area, the Board of Directors may require that the owner of the affected Townhome provide to the Board of Directors such drawings and descriptions of the proposed alteration as the Board of Directors shall request. In the event that the Board of Directors shall fail to approve or disapprove a written request made by the owner of any Townhome for the making of any alteration to the Exclusive Easement Area appurtenant to such Townhome within thirty days after the date on which such written request has been submitted to the Board of Directors, said request shall be deemed to have been approved by the Board of Directors.

(b) Each Townhome shall have certain exclusive and non-exclusive utility easements, as more particularly described herein, for the use and enjoyment of the Utility Easement Area that is depicted on the Plat recorded in connection with the subjecting of such Townhome to the terms of this Declaration as being annexed to such Townhome. The owner of each Townhome shall have an easement for the exclusive use of the Exclusive Utility Facilities serving such Townhome and the part of the Utility Easement Area over, under or through which such Exclusive Utility Facilities are located. The owner of each Townhome shall also have an easement for the non-exclusive use of the Utility Easement Area annexed to such Townhome for the repair, maintenance and replacement of the Exclusive Utility Facilities therein. The owner of each Townhome shall use the aforesaid exclusive and non-exclusive easements for the sole purpose of providing utility services to the Townhome to which such easements are annexed. Other than routine maintenance, repair and replacement of existing Exclusive Utility Facilities, in no event shall the owner of any Townhome make any alteration to the Utility Easement Area or the Exclusive Utility Facilities (including, but not limited to, expansion, relocation or addition of utility facilities) that are annexed to his Townhome unless the same shall have been approved by the Board of Directors. In connection with issuing its approval of any such alteration to any Utility Easement Area or Exclusive Utility Facilities, the Board of Directors may require that the owner of the affected Townhome provide to the Board of Directors such drawings and descriptions of the proposed alteration as the Board of Directors shall request. In the event that the Board of Directors shall fail to approve or disapprove a written request made by the owner of

any Townhome for the making of any alteration to the Utility Easement Area or Exclusive Utility Facilities appurtenant to such Townhome within thirty days after the date on which such written request has been submitted to the Board of Directors, said request shall be deemed to have been approved by the Board of Directors.

Section 7. Fences In Exclusive Easement Areas.

The owner of every Townhome to which an Exclusive Easement Area is annexed shall have the right to erect a fence to enclose such Exclusive Easement Area. If the owner of such a Townhome elects to erect such a fence, the fence must be located on the boundary lines of the Exclusive Easement Area (i.e., no such fence may enclose an area that is smaller than the entirety of the Exclusive Easement Area, unless a variance is granted by the Board of Directors.) Any such fence that shall be so erected shall contain a gate providing access into said Exclusive Easement Area which shall not contain any lock or locking device. In no event shall the owner of any Townhome lock or otherwise secure said gate in such a way that it cannot be opened to permit access into said Exclusive Easement Area. No such fence may be erected outside the Exclusive Easement Area that is annexed to such Townhome, unless a variance is granted by the Board of Directors. It shall be the duty of the Board of Directors to maintain in effect a standardized design for the fence that may be so erected upon the Association Property.

In no event shall any fence be erected pursuant to the provisions of this Section 7 unless the design of such fence shall conform to the standardized design which shall be so maintained in effect by the Board of Directors.

In the event that the owner of any Townhome shall elect to erect any such fence pursuant to the provisions of this Section 7, the owner of the Townhome to which such fence is annexed shall be responsible for the repair, maintenance and replacement of such fence. In addition, and as more fully provided in Article VIII, Section 5(c) hereof, in the event any Townhome owner shall erect a fence in his Exclusive Easement Area, said owner shall be thereafter responsible (and the Association shall be no longer responsible) for the maintenance of the portion of the Exclusive Easement Area which is enclosed by such fence.

In the event that the owner of any Townhome shall elect to erect any such fence pursuant to the provisions of this Section 7, the owner of the Townhome(s) located on either side of such Townhome shall have the right to connect a fence of his own to such fence. That is, the owner of each Townhome in regard to which a fence shall be erected pursuant to this Section 7 shall be deemed to have granted an easement for the common use of such fence in favor of the Townhome(s) located on either side of such Townhome.

Section 8. Porticos, Stoops, Decks, Driveways and Patios. There shall be appurtenant to each Townhome an easement for the exclusive use of that part of the Association Property which consists of the Stoop that is annexed to such Townhome, the Deck that is annexed to such Townhome, the Driveway that is annexed to such Townhome, any Patio that is annexed to such Townhome, and, for those Townhomes to which a Portico is attached, an easement for the exclusive use of that part of the Association Property over which such Portico is located and for the repair, maintenance and replacement of the columns supporting such Portico.

Section 9. Maintenance of Association Property.

(a) Except for: (i) the maintenance of the Exclusive Easement Area that each owner of a Townhome is required to perform pursuant to Article VIII, Section 5(b) and (c), hereof, (ii) the maintenance, repair and replacement of the Exclusive Utility Facilities and the exclusive portion of each Utility Easement Area that each owner of a Townhome is required to perform pursuant to Article VIII, Section 6, of this Declaration, and (iii) the maintenance, repair and replacement of the columns supporting the Portico that each owner of a Townhome is required to perform pursuant to Article VIII, Section 5(d), hereof, the Association shall be responsible for the maintenance and repair of all Association Property. Without limiting the generality of the foregoing, said maintenance and repair work shall include all streets, roadways, fences, and landscaping located on the Association Property.

(b) In no event shall any person construct, place, install, plant or mount any structure, plant, tree, shrub or other item on any part of the Association Property (including within any Exclusive Easement Area), except only for (i) fences permitted under the provisions of Article III, Section 7, hereof, (ii) items placed or installed on the Patios and Decks in accordance with all other terms and restrictions set forth in this Declaration, (iii) landscaping installed in an Exclusive Easement Area pursuant to the exercise of the easement set forth in Article III, Section 6, hereof, and (iv) items placed with the prior, written permission of the Board of Directors.

Section 10. Temporary Structures. Subject to the right of the Declarant to promote the sale of Townhomes, no structure of a temporary character, including, without limitation, any trailer, tent, shack, garage or other building, shall be permitted on any part of the Association Property at any time, whether temporarily or permanently, except with the prior written consent of the Board of Directors.

Section 11. Parking, Vehicles; Trailers; Boats; Automobiles.

(a) Except as approved in writing by the Board of Directors and except for public safety vehicles, no vehicle (including, but not limited to, a standard passenger automobile) shall be parked on any portion of the Buckhead Park at Lenox Property (including Association Property, streets and roadways) other than within a garage or on a Driveway. In no event shall any vehicle be parked on any Driveway if any part of such vehicle protrudes off of the Driveway.

(b) No recreational vehicle, camper, motorhome, trailer, boat, watercraft, motorcycle, go-cart or any similar type of vehicle and no truck or passenger vehicle which is not in operating condition with a then current license tag, and no "commercial vehicle" of any kind, may be stored or repaired upon any portion of the Buckhead Park at Lenox Property except within a garage and with the door of the garage in a closed position. The foregoing prohibition on the storage and repair of vehicles shall specifically prohibit the storage and repair of vehicles on the Association Property (including, without limitation, on any Driveway), except with the written permission of the Board of Directors, and then, only in compliance with all requirements imposed by the Board of Directors as a condition to the issuance of such written permission. In addition to the foregoing, the Association shall have the authority to promulgate rules and regulations regarding the parking of vehicles on Association Property. The prohibitions set forth

in subsections (a) and (b) shall not be deemed to prohibit service and delivery vehicles being present on the Buckhead Park at Lenox Property for such period of time is reasonably necessary to provide service to or to make a delivery to a Townhome or the Association Property.

For the purposes of this subsection (b), the term "commercial vehicle" shall mean any vehicle (including, without limitation, a standard passenger automobile) which bears any indicia of commercial use, including but not limited to writing, logos, ladders, ladder racks, signage of a business or commercial nature and/or a vehicle which is not primarily used for the transportation of passengers.

(c) The restrictions set forth in Article III, Sections 11(a) and (b) above shall not apply to Declarant for so long as Declarant hold title to any portion of the Buckhead Park at Lenox Property for sale or development.

Section 12. Buffer Areas, Setbacks and Green Space. As required by the Zoning Conditions, a green space, consisting of grass and/or other plantings, shall be installed and maintained on the Association Property in front of each Townhome in the area between such Townhome and the subdivision roadway in front of such Townhome. The green space for each Townhome is shown and depicted on the Plat. The Association shall maintain the aforesaid green spaces and any and all buffers and setbacks shown and depicted on the Plat.

Section 13. Entry Gates and Security.

(a) The Declarant and the Association shall have the right, but not the obligation, to install and to operate such entry gates and devices as the Declarant (for so long as the Declarant is the Owner of any portion of the Buckhead Park at Lenox Property) or the Board of Directors, respectively, may determine for the purpose of restricting access to the Buckhead Park at Lenox Property to Townhome owners, Townhome tenants (under Leasing Permits, Hardship Leasing Permits or leases by Declarant) and their respective guests and invitees. For so long as the Declarant owns any portion of the Buckhead Park at Lenox Property, Declarant's written consent shall be required for the installation of any entry gates or devices restricting, in any way, access to the Buckhead Park at Lenox Property. Notwithstanding the foregoing or any other provision of this Declaration, neither the Declarant nor the Association shall be required to install entry gates and devices or to institute other measures designed to improve security at the Ferncliff Property.

(b) EACH OWNER, OCCUPANT, GUEST, LICENSEE, AND INVITEE, AS APPLICABLE, ACKNOWLEDGES THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS DO NOT REPRESENT OR WARRANT THAT ANY SAFETY OR SECURITY MEASURES WILL BE IMPLEMENTED IN THE BUCKHEAD PARK AT LENOX PROPERTY OR, IF IMPLEMENTED, THAT SUCH SAFETY OR SECURITY MEASURES MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT ANY SUCH SAFETY OR SECURITY MEASURES WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THEY ARE DESIGNED.

EACH OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION AND THE BOARD OF DIRECTORS ARE NOT INSURERS AND THAT EACH OWNER, OCCUPANT, GUEST, LICENSEE, AND INVITEE ASSUMES ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION AND THE BOARD OF DIRECTORS HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SAFETY OR SECURITY MEASURES IMPLEMENTED OR APPROVED.

Section 14. Perimeter Fencing and Landscaping. As required by the Zoning Conditions, a fence (the "Perimeter Fence") shall be constructed, installed, maintained and, as necessary, replaced from time to time along the north, south and west boundary lines of the Buckhead Park at Lenox Property. The Perimeter Fence shall consist of a six foot (6') high vinyl coated chain link fence (the first 100 feet extending back from the right-of-way of Canterbury Road and Lenox Road being wrought iron or a wrought iron equivalent) along the north, west and south property lines of the Buckhead Park at Lenox Property with sufficient planting to provide a visual screen between the Buckhead Park at Lenox Property and adjacent properties. As further required by the Zoning Conditions, three (3) 2.5" caliper trees shall be planted and maintained in the rear of each Townhome between the rear deck and the fence.

ARTICLE IV.

THE ASSOCIATION

Section 1. The Association. Prior to the date this Declaration has been filed for record with the Clerk of the Superior Court of Fulton County, Georgia, the Declarant has caused the Association to be formed, and the Association does now exist, under its Articles of Incorporation and Bylaws.

The Association is and shall be responsible for the ownership, management and operation of the Association Property, the enforcement of the covenants and restrictions set forth in this Declaration, and the performance of such other duties and services as the Board of Directors shall deem to be in the best interests of the members of the Association. The Association shall have the right to promulgate reasonable rules and regulation regarding the use of the Townhomes, the Association Property or any other portion of the Buckhead Park at Lenox Property. The Association may, but shall be under no obligation to, exercise its right by preparing written guidelines for the making of improvements or the placement of items on Association Property, and for the changing of the exteriors of the Townhomes (any such guidelines being herein referred to as the "Rules and Regulations"). The Association may modify and amend the Rules and Regulations as frequently as the Board of Directors may elect to do so. Notwithstanding the promulgation of any Rules and Regulations by the Association, no owner of any Townhome may change the exterior of his Townhome, unless the same has been approved by the Board of Directors, as provided for in Article VII, Section 2 of this Declaration.

Section 2. Membership. Every person who is, or who becomes, a record owner of a fee or undivided fee interest in any Townhome is and shall be a member of the Association; provided, however, that any such person who holds such interest merely as security for the performance of an obligation shall not be a member of the Association. The transfer of ownership of a fee or undivided fee interest in any Townhome shall automatically transfer membership in the Association, and in no event shall such membership be severed from the ownership of such Townhome.

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

(a) Class A. The Class A members shall be all those persons holding an interest required for membership in the Association, as specified in Section 2 of this Article IV, except for those persons who are Class B members. Until such time as the Class A members shall be entitled to full voting privileges, as hereinafter specified, the Class A membership shall be entitled to vote only in regard to the following matters: (a) any proposal of merger, consolidation or dissolution of the Association; (b) except as set forth in Article III, Section 5 hereof, any proposal to transfer or encumber any portion of the Association Property; (c) any proposal pursuant to Article X, Section 1(a) of this Declaration to amend this Declaration; (d) any proposal to modify or amend the Articles of Incorporation or the Bylaws (except as otherwise expressly specified in the Articles of Incorporation or the Bylaws), and (e) any other matter for which it is herein specifically provided, or for which it is provided by law, that approval of each and every class of membership of the Association is required. Except in regard to the foregoing matters, the Class A membership shall be a non-voting membership until such time as the Class B membership shall terminate, at which time the Class A membership shall be the sole class of membership and shall be entitled to full voting privileges.

When entitled to vote, Class A members shall be entitled to cast one (1) vote for each Townhome in which they hold an interest required for membership by Section 2 of this Article IV.

(b) Class B. The Declarant shall be the sole Class B member. Class B membership shall be a full voting membership and, during its existence, the Class B member shall be entitled to vote on all matters and in all events. The Class B membership shall terminate and cease to exist, and the Class B member shall be and become a Class A member insofar as it may then hold any interest required for membership by Section 2 of this Article IV, upon the earliest to occur of: (i) the date on which the Declarant shall have conveyed to individual owners thereof all of the Townhomes, or (ii) October 31, 2023, or (iii) on such earlier date as the Declarant shall designate in a written notice delivered to the Association.

From and after the date at which the Class B membership automatically terminates and ceases to exist, such membership shall not be renewed or reinstated.

Section 4. Suspension of Membership Rights; Specific Assessments.

(a) The membership rights of any member of the Association, including the right to vote and to use the Association Property, may be suspended by the Board of Directors

pursuant to the authority granted in the Bylaws. Any such suspension shall not affect such member's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien on the member's property in favor of the Association.

(b) In addition to the foregoing, the Board of Directors shall also have the authority to levy specific assessments ("Specific Assessments") against any member of the Association who shall fail to comply with or abide by any provision or restriction of this Declaration, or any rule or regulation adopted by the Board of Directors regarding the use, occupancy or maintenance of the Townhomes, or the use of the Association Property, pursuant to the exercise of the power and authority granted to the Board of Directors in this Declaration, or the Articles of Incorporation or the Bylaws, to adopt such rules and regulations. Any Specific Assessments pursuant to this Paragraph 4.2 shall be levied specifically against the member who, or whose Townhome, shall not be in compliance with such provision or restriction, and against all Townhome(s) owned by such member, and such Specific Assessment shall be collected in the same manner as an Annual Assessment. Prior to assessing any Specific Assessments in accordance herewith, the Board of Directors shall deliver written notice to the noncompliant member of the specific nature of the violation and the action necessary by the member to cure the violation. Any member in receipt of such notice shall have ten (10) days thereafter or such longer time as the Board of Directors shall determine in its sole discretion to cure the specified violation. After the expiration of the cure period described above, the member shall incur a Specific Assessment for each day that the violation has not been cured by the action described in the notice from the Board of Directors. In no event, however, shall the amount of each individual Specific Assessment total more than four percent (4%) of the amount of the Annual Assessments then in effect. Notwithstanding the foregoing per day cap, there is no cap on the total amount of Specific Assessments that may be imposed against a member and such member's Townhome(s).

Section 5. Meetings of the Membership. All matters concerning the meetings of members of the Association, including the time at which and the manner in which notice of any said meeting shall be given to members, the quorum required for the transaction of business at any meeting, and the vote required on any matter, shall be as specified in this Declaration, or in the Articles of Incorporation or the Bylaws, or by law.

Section 6. Association Acts Through Its Board of Directors. Whenever approval of, or action or inaction by, the Association is referred to or called for in this Declaration, such action, inaction or approval shall be by the Board of Directors of the Association, unless it is specifically stated in this Declaration, the Articles of Incorporation or the Bylaws with respect to such action, inaction or approval that the members of the Association must vote. No member of the Board of Directors of the Association or any officer of the Association (including, without limitation, any such individual who shall have been elected by a vote of the Class B member) shall be personally liable to any owner of any Townhome for any mistake of judgment or for any other act or omission of any nature whatsoever, except for any acts or omissions found by a court of competent jurisdiction to constitute gross negligence or fraud.

Section 7. Professional Management. The Association shall obtain and pay for the services of a person or other entity to manage the affairs of the Association, or any part thereof,

and shall enter into such agreements for the management of the Association Property as the Board of Directors deems to be in the best interests of the Association.

ARTICLE V.

ASSESSMENTS

Section 1. Assessments; Lien Therefor. Each person who shall own any Townhome, by acceptance of a deed or other conveyance thereto, and by acceptance of such ownership, and by taking record title thereto, shall be deemed to covenant and agree to pay to the Association all assessments and charges which are levied by the Association against the Townhome(s) owned by such person in accordance with the terms and provisions of this Declaration.

All sums lawfully assessed by the Association against any Townhome and the owner thereof, shall, from the time the sums became due and payable, be the personal obligation of the owner of such Townhome and constitute a lien in favor of the Association on such Townhome prior and superior to all other liens whatsoever, except:

- (a) liens for ad valorem taxes on the Townhome;
- (b) the lien of any First Mortgage or the lien of any other Mortgage recorded in the Deed Records of Fulton County, Georgia prior to the recording of this Declaration; or
- (c) the lien of any secondary purchase money Mortgage covering the Townhome, provided that neither the grantee nor any successor grantee on the Mortgage is the seller of the Townhome.

Section 2. Personal Obligation of Members. Each member of the Association (other than the Declarant), by acceptance of a deed or other conveyance to the Townhome(s) owned by such member, irrespective of whether it shall be so expressed in any such deed or other conveyance, and by acceptance of ownership of such Townhome(s), and by taking record title to such Townhome(s), shall be deemed to covenant and agree to pay to the Association:

- (a) His share of the Annual Assessments which shall be levied by the Association in accordance with Section 4 of this Article V; and
- (b) The Initiation Assessment levied against his Townhome pursuant to Section 6 of this Article V; and
- (c) When properly authorized in accordance with Section 5 of this Article V, special assessments, such annual and special assessments to be fixed, established and collected from time to time as hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be the personal obligation of the person who is the owner of the Townhome against which such assessments are levied at the time such assessments become due and payable. The covenant to pay assessments herein stated is and shall be a covenant running with the land.

Section 3. Purposes of Assessments. The assessments levied on an annual basis by the Association pursuant to Section 4 of this Article V shall be used to pay the costs and expenses which the Association shall incur in connection with the performance of its duties and responsibilities pursuant to this Declaration, the Articles of Incorporation and the Bylaws (such costs and expenses being herein referred to as the "**Annual Expenses**"). Without limiting the generality of the foregoing, the Annual Expenses shall include the costs of: repair and maintenance of all Association Property which is to be maintained by the Association; repair and maintenance of those portions of the Townhomes that are required to be repaired and maintained by the Association pursuant to the provisions of Article VIII of this Declaration; payment of all governmental charges, taxes and assessments which shall be levied against all Association Property; payment of all costs and expenses incurred by the Association in connection with its operations; payment of the premiums for all policies of property and liability insurance maintained by the Association; payment of the premiums for all fidelity bonds which shall be obtained by the Association; the maintenance of reserves for the repair of the exteriors of the Townhome and improvements located on the Association Property and for such other purposes as the Board of Directors shall determine; the payment of the fees of such management firms as the Board of Directors shall employ; and payment of the fees for the provision of such professional services as the Board of Directors shall determine to be required by the Association, including legal, accounting and architectural services.

Section 4. Determination of Annual Assessment and Shares Thereof. Prior to the commencement of each fiscal year of the Association (said fiscal year being specified in the Bylaws), the Board of Directors shall estimate the total amount of the Annual Expenses which are anticipated to be incurred by the Association during such fiscal year and shall determine the amount which will be deposited during such fiscal year into reserve funds maintained by the Association. The Board of Directors shall thereupon adopt a budget for the Association's expenditures and reserve fundings based upon such estimate and providing for the total annual assessment to be levied against the members of the Association for such fiscal year (the total assessment which shall be so determined and levied against all of the members of the Association for any fiscal year is herein referred to as the "**Annual Assessment**"). The amounts so determined by the Board of Directors shall be levied against all of the members of the Association other than the Declarant and all Townhomes not owned by the Declarant. The amount of the Annual Assessment that shall be levied against each Townhome shall be equal. The Board of Directors shall send a copy of the budget so adopted by it, together with a written notice of the amount of the Annual Assessment so determined for such fiscal year and the amount of such Annual Assessment which shall be levied against each Townhome, to the owner of every Townhome prior to the commencement of the fiscal year during which such Annual Assessment is to be paid. The amount of such Annual Assessment which shall be levied against each Townhome shall be due and payable to the Association in such installments as the Board of Directors shall determine, and after notice of the same shall have been given to all of the members of the Association by the Board of Directors, and shall be paid to the Association when due without further notice.

Section 5. Special Assessments. If for any reason, including non-payment of any assessments to the Association by the persons liable therefor, the budget adopted by the Board of Directors for any fiscal year shall prove to be inadequate to defray the Annual Expenses for such fiscal year, or if the Board of Directors shall determine that it is in the best interests of the

Association to levy a special assessment to pay the costs of any capital improvements or capital repairs, the Board of Directors shall have the authority to levy a special assessment against the Townhomes and the owners thereof (other than the Declarant) to raise such needed funds. Any special assessment levied by the Board of Directors pursuant to the provisions of this Section 5 shall be payable at such times and in such installments as the Board of Directors shall determine. Each Townhome shall be liable for the payment of an equal share of every special assessment which shall be levied by the Association pursuant to the provisions of this Section 5.

Section 6. Initiation Assessments. At the time the fee title to any Townhome shall be conveyed by the owner thereof (including by the Declarant) to a successor owner, there shall be levied against such Townhome a one-time initiation assessment (an "**Initiation Assessment**"). Until such time as the Class B membership shall terminate and cease to exist, as provided for in Article IV, Section 3 of this Declaration, the Initiation Assessment shall be an amount to be determined annually by the Board of Directors, but in no event less than one-sixth (1/6th) of the Annual Assessment per Townhome for that year, and no more than the full Annual Assessment per Townhome for that year. After the termination of the Class B membership, the Initiation Assessment shall be equal to twenty-five percent (25%) of the amount of that portion of the Annual Assessment which is in effect against such Townhome at the time of the conveyance. The Initiation Assessment shall be due and payable to the Association at the time of the closing of the conveyance of the Townhome in question and shall be secured by the lien of the Association on such Townhome. In addition, the Initiation Assessment shall be the personal obligation of both the grantor and the grantee of such Townhome, both of whom shall be jointly and severally liable for the payment of the same. The Association shall use the amounts received by the Association from the payment of Initiation Assessments for any such purposes as the Board of Directors deems appropriate, including, without limitation, the payment of operating expenses.

Notwithstanding the foregoing, no Initiation Assessment shall be due in connection with inheritance of any Townhome on account of the death of the owner thereof or in connection with the subjecting of any Townhome to any Mortgage.

Section 7. Foreclosure Administration Fee. It is recognized that foreclosures of mortgages on Townhomes create substantial administrative and other burdens on the Association. These additional burdens on the Association include, but are not limited to, having to monitor the status of mortgages and legal periodicals to determine when foreclosures occur, searching the Fulton County, Georgia land records to determine the names of the purchasers at foreclosure sales, contacting the foreclosure purchasers/owners regarding foreclosure-purchaser responsibilities and assessment obligations and updating Association records multiple times to deal with just a single Townhome. Pursuant to this Declaration, the Association is authorized to assess individual owners certain fees and expenses occasioned by and benefiting just those owners or those owners' Townhome. In accordance with these provisions, and in addition to annual assessments, special assessments, and other charges provided for in this Declaration, except as otherwise specifically set forth in this Declaration provided below, any Person who acquires a Townhome at a foreclose sale of the mortgage on such Townhome, or by deed in lieu of a foreclosure, will be required to pay the Association a "**Foreclosure Administration Fee**" of \$925.00 at the time the foreclosure deed or deed in lieu of foreclosure is recorded in the Fulton

County, Georgia records. The Foreclosure Administration Fee shall constitute a specific assessment as described in this Declaration.

Section 8. Townhomes Owned by Declarant. Notwithstanding any term or provision of this Declaration which may be construed to the contrary, no Townhome owned by the Declarant shall be subject to any assessment provided for in this Article V, other than the Initiation Assessment provided for in Article V, Section 6. Rather, all Townhomes owned by the Declarant shall be exempt from the payment of all assessments for so long as such Townhomes are owned by the Declarant. At such time as any Townhome which is owned by the Declarant shall be conveyed or transferred away by the Declarant to a third party other than the Declarant, all liens and assessments provided for in this Article V shall become immediately levied against such Townhome and the owner of such Townhome shall immediately become liable for the payment of all such assessments. The amount of each Annual Assessment which shall become so payable with respect to any Townhome shall be prorated according to the respective portions of the fiscal year that such Townhome was owned by the Declarant and by such successor owner.

Section 9. Effect of Non-Payment of Assessments; Remedies of the Association.

(a) In the event that any member of the Association shall fail to pay, within ten (10) days after the date the same is due and payable, any annual or special assessment, or any installment of any annual or special assessment, which is payable by him to the Association, the entire amount of such assessment, including the portion thereof which would otherwise be payable in installments, may be declared by the Board of Directors to be immediately due and payable in full to the Association. All such amounts so declared by the Board of Directors to be due and payable in full to the Association shall be secured by the lien of the Association on every Townhome owned by the delinquent member, which lien shall bind such Townhome or Townhomes in the hands of the then owner, and his heirs, devisees, successors and assigns.

(b) All amounts which the Board of Directors shall declare to be due and payable pursuant to this Section 9 shall bear interest from the date of delinquency at the lower of the rate of ten (10%) percent per annum or the highest rate permitted by law, and the Association may bring legal action against the member of the Association personally obligated to pay the same, or foreclose its lien upon the Townhome or Townhomes of such member, in either of which events such member shall also be liable to the Association for all costs and attorneys' fees which the Association shall incur in connection with the collection of such delinquent amounts.

Section 10. Budget Deficits Prior to Termination of Class B Membership. Prior to the Termination of the Class B Membership, Declarant shall have the right, but not the obligation, to pay a subsidy to the Association in order to reduce the Annual Assessment for any fiscal year. Declarant shall have the right to pay such subsidy on the terms, conditions and under such circumstances as Declarant, in its sole and absolute discretion, deems appropriate. Any such Declarant subsidy shall be disclosed as a line item in the income portion of the Association annual budget. If the Declarant elects to pay a subsidy, the amount of the subsidy shown on the annual budget shall be an estimate only, and the Declarant's obligation to fund such subsidy shall be limited to the difference, if any, between the actual operating expenses of the Association and the sum of Annual Assessments, special Assessments, and Initiation Assessments collected by

the Association in such fiscal year. Declarant's election to pay a subsidy in one (1) year shall not, under any circumstances, obligate the Declarant to pay a subsidy in future year(s).

Declarant may pay a subsidy in cash, or by "in kind" contributions of services or materials, or a combination thereof. The fair market value of such services and/or materials, as agreed upon by Declarant and the Association, shall constitute the amount of the subsidy resulting therefrom. If the Association and Declarant cannot agree upon the fair market value of any services and/or materials provided as a subsidy, then Declarant shall supply the Association with a detailed explanation of the services performed and materials furnished, and the Association shall acquire a bid for performing like services and furnishing like materials from an independent contractor, which independent contractor is in the business of providing such services and materials and has been approved by Declarant. Absent manifest error, such bid shall constitute the fair market value of such services and/or materials and the amount of Declarant's subsidy resulting therefrom.

Declarant, in its sole and absolute discretion, may elect to characterize all such subsidized amounts that are used to offset any actual operating deficit of the Association as loans to the Association. At Declarant's request, such loans shall be evidenced by a promissory note(s) from the Association to Declarant, due and payable upon demand, with interest at the rate of ten percent (10%) per annum after demand, unless otherwise negotiated and agreed to by the Association and the Declarant. Failure of a subsidy to be evidenced by a promissory note, however, shall not diminish or otherwise negatively impact Declarant's characterization thereof as a loan.

ARTICLE VI.

DAMAGE OR DESTRUCTION OF TOWNHOMES AND REPAIR OF SAME

Section 1. Determination to Repair Damage. In the event of damage to or destruction of all or any part of any Townhome or Townhomes as a result of fire or other casualty, unless two-thirds (2/3rds) of the Townhome owners, including the owner or owners of any damaged Townhome or Townhomes which is not to be repaired or restored, vote not to proceed with the reconstruction and repair of the Townhome, the Board of Directors or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the Townhome. In the event of substantial damage or destruction, each holder of a First Mortgage shall be entitled to written notice of the damage, and nothing in these documents shall be construed to afford a priority to any Townhome owner with respect to the distribution of proceeds to the owner of any such Townhome.

Section 2. Cost Estimates. Immediately after a fire or other casualty causing damage to any Townhome or Townhomes, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the damaged Townhome to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

Section 3. Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair of the damaged or destroyed Townhome(s), as determined by the Board of Directors, or if at any time during the carrying out of the reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, the additional costs shall be assessed against the owners of the Townhome(s) damaged in proportion to the damage to the Townhomes.

Section 4. Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specification under which the Townhome was originally constructed, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the original plans and specifications are approved by the Board of Directors. To the extent insurance proceeds are available, the Association may reconstruct or repair owner improvements damaged as a result of fire or other casualty.

Section 5. Encroachments. Encroachments upon or in favor of any Townhome which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Townhome owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Townhome was originally constructed. Such encroachment shall be allowed to continue in existence for so long as the reconstructed building shall stand.

Section 6. Construction Fund. The net proceeds of the insurance collected on account of such casualty to any Townhome or Townhomes and the funds collected by the Association from assessments against Townhome owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Article VI to be disbursed by the Association in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for repair and reconstruction of the Townhomes as are designated by the Board of Directors.

ARTICLE VII.

ARCHITECTURAL CONTROL AND RESTRICTIONS

Section 1. Townhome Restrictions. In order to provide for the maximum enjoyment of the Townhomes by all of the residents thereof and to provide protection for the value of the same, the use of the Townhomes shall be restricted to, and shall be only in accordance with, the provisions set forth in this Article VII.

Section 2. Architectural Control

(a) No alteration of any Townhome may be made until complete and final plans and specifications, setting forth the information hereinafter described, shall have been submitted to, and approved in writing by, the Board of Directors as to the harmony of the exterior design and general quality with the existing standards of the improvements. In the event the Board of Directors fails to approve or disapprove such alteration within thirty (30) days after

said plan and specifications have been submitted to it, approval will not be required, and this Section 2 of Article VII will be deemed to have been fully complied with.

(b) The plans and specifications which must be submitted to the Board of Directors prior to the commencement of the alteration to the exterior appearance of any existing Townhome, as hereinabove provided, shall contain at least the following information:

(i) A complete description of the alteration proposed to be made, including a sample of any varnishes or paints proposed to be used; and

(ii) In the case of any change or improvement that is addressed in the Rules and Regulations, a statement regarding the extent to which the same complies with the Rules and Regulations.

(c) The power and authority of the Board of Directors to disapprove the change in the exterior appearance of any Townhome, shall not be affected by the fact that such change is provided for in the Rules and Regulations and/or the fact that the Board of Directors may have permitted or the making of such changes in the exterior appearance of any other Townhome. In no event shall any owner have any right to change the appearance of his Townhome, on account of the fact that the Board of Directors may have approved the same in any other location.

Section 3. Single-Family Use. All of the Townhomes shall be restricted exclusively to single-family residential use. The term "single-family" shall include one or more related or unrelated adults, as well as the children of any such adults. No Townhome shall at any time be used for any commercial, business or professional purpose. Notwithstanding the foregoing, however, nothing set forth in this Section 3 shall prohibit: (a) the Declarant from conducting such sales, leasing and promotional activities on any Townhome as the Declarant shall determine (including, but not limited to, using any Townhome as a model home and a sales office); or (b) the owner of any Townhome from using such Townhome as an office, provided that such use does not create regular customer or client traffic to and from such Townhome and no sign, logo, symbol or nameplate identifying such business is displayed anywhere on such Townhome.

Section 4. Prohibited Activities. No noxious or offensive activity shall be conducted on any Townhome. Each owner of any Townhome, his family, tenants, guests and invitees, shall refrain from any act or use of his Townhome which could reasonably cause embarrassment, discomfort, annoyance or nuisance to any other resident or residents of any other Townhome.

Section 5. Nuisances. No nuisance shall be permitted upon or within any Townhome. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Townhome.

Section 6. Animals. No Townhome shall be used for the keeping or breeding of livestock animals or poultry of any kind, except that a reasonable number of household pets, as determined by the Board of Directors, may be kept, provided that they are neither kept for breeding nor maintained for any commercial purpose, and provided that none of such pets are permitted to be a source of annoyance to any other resident or residents of any other Townhome.

Notwithstanding the foregoing, the Board of Directors shall have the authority to allow a greater number of pets to be maintained within a given Townhome upon the application of the owner thereof and the demonstration that the maintenance of the same shall not be a source of annoyance to other Townhome owners. The Townhome owner or occupant keeping any such pets shall keep the Townhome free of pet waste and feces. In addition to such other remedies as may be available, violation of this section by any owner or occupant of a Townhome (or a guest or invitee thereof) may, at the discretion of the Board of Directors, result in the suspension of the voting rights of a Townhome owner in the Association and suspension of other rights set forth in this Declaration.

Section 7. Signs. No sign of any kind or character shall be erected or displayed to the public on any portion of any Townhome without the prior written consent of the Board of Directors, except for customary name and address signs and one "for sale" sign advertising a Townhome for sale. In addition, no "for rent" sign shall be erected or displayed to the public on any portion of any Townhome. The restriction herein stated shall include the prohibition of placement of any sign within any Townhome in a location from which the same shall be visible from the outside.

Section 8. Leasing of Townhomes. Except as provided herein, the leasing of Townhomes shall be prohibited. "Leasing" for purposes of this Declaration, shall mean the regular, exclusive occupancy of a Townhome by any person other than the owner thereof. If the owner of the Townhome is a corporation, partnership or other legal entity, for the purposes hereof, the individual(s) with ownership interest(s) in such entity (e.g., stockholder, partner, member) shall constitute owner(s) thereof for the purposes of this Section 8. For purposes hereof, occupancy by a roommate and owner of a Townhome who occupies the Townhome as such owner's primary residence shall not constitute "Leasing".

(a) General. Owners desiring to lease their Townhomes may do so only if they have applied for and received from the Board of Directors either a "Leasing Permit" or a "Hardship Leasing Permit." Such a permit, upon its issuance, will allow an owner to lease his or her Townhome provided that such leasing is in strict accordance with the terms of the permit and this Section 8. The Board of Directors shall have the authority to establish conditions as to the duration and use of such permits consistent with this Section 8. All Leasing Permits and Hardship Leasing Permits shall be valid only as to a specific owner of a Townhome and shall not be transferable between either Townhomes or owners of Townhomes.

(b) Leasing Permits. The request of an owner of a Townhome for a Leasing Permit for a Townhome shall be approved if current, outstanding Leasing Permits have not been issued for more than fifty percent (50%) of the total number of Townhomes. A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (i) the sale or transfer of the Townhome to a third party (excluding sales or transfers to (A) an owner's spouse, (B) a person cohabitating with the owner, and (C) a corporation, partnership, company, or legal entity in which the owner is a principal); (ii) the failure of an owner of a Townhome to lease his Townhome within one hundred eighty (180) days of the Leasing Permit having been issued; or (iii) the failure of an owner of a Townhome to have his Townhome leased for any consecutive one hundred eighty (180) day period thereafter. If current Leasing Permits have been issued for fifty percent (50%) or more of the total number of Townhomes, no additional Leasing Permits

shall be issued (except for Hardship Leasing Permits) until the number of outstanding current Leasing Permits falls below fifty percent (50%) of the total number of Townhomes. An owner of a Townhome who has been denied a Leasing Permit shall automatically be placed on a waiting list for a Leasing Permit and shall be issued the same if he so desires when the number of current outstanding Leasing Permits issued falls below fifty percent (50%) of the total number of Townhomes. The issuance of a Hardship Leasing Permit to an owner of a Townhome shall not cause the owner of a Townhome to be removed from the waiting list for a Leasing Permit

(c) Hardship Leasing Permits. If the failure to lease will result in a hardship, the owner of a Townhome may seek to lease his Townhome on a hardship basis by applying to the Board of Directors for a Hardship Leasing Permit. The Board of Directors shall have the authority to issue or deny requests for Hardship Leasing Permits in its discretion after considering the following factors: (A) the nature, degree, and likely duration of the hardship, (B) the harm, if any, which will result to the community if the permit is approved, (C) the number of Hardship Leasing Permits which have been issued to other owners of Townhomes, (D) the ability of the owner of a Townhome to cure the hardship, and (E) whether previous Hardship Leasing Permits have been issued to the owner of the applicable Townhome. A "hardship" as described herein shall include, but not be limited to the following situations: (1) an owner of a Townhome must relocate his residence outside the Atlanta metropolitan area and cannot, within six (6) months from the date that the Townhome was placed on the market, sell the Townhome except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) where the owner of a Townhome dies and the Townhome is being administered by his estate; and (3) the owner of a Townhome takes a leave of absence or temporarily relocates and intends to return to reside in the Townhome. Hardship Leasing Permits shall be valid for a term not to exceed one (1) year. Owners of Townhomes may apply for additional Hardship Leasing Permits. Hardship Leasing Permits shall be automatically revoked if during the term of the permit, the owner of a Townhome is approved for and receives a Leasing Permit.

(d) Leasing Provisions. Townhomes may be leased only in their entirety; no fraction or portion may be leased. There shall be no subleasing of Townhomes or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one (1) year. Within five (5) days after executing a lease agreement for the lease of a Townhome, the owner shall provide the Board of Directors with a copy of the lease (along with a copy of the Lessee Acknowledgement, defined below), the name of the lessee and all other people occupying the Townhome, and identify the commencement date and the termination date of the lease. The owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations and obtain from the lessee a written acknowledgement (in the lease agreement or a separate instrument) an agreement by the lessee (on behalf of lessee and all other occupants of the Townhome) to comply therewith and be bound thereby (the "Lessee Acknowledgement"). Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee.

(e) Leasing Signage. Nothing set forth in this Section 8 shall be deemed to modify the prohibition set forth in Article VII, Section 7 hereof on the erection or display of leasing signs.

(f) Townhomes Owned by Declarant. Notwithstanding the foregoing, for so long as Declarant is the owner of any Townhome, the provisions of Article VII, Section 8 above shall not apply to Declarant or the leasing of a Townhome by Declarant. Declarant shall be permitted to lease a Townhome without being required to procure a Leasing Permit or a Hardship Leasing Permit.

Section 9. Antennas; Aerials; Satellite Dishes. No antenna, satellite dish or other reception device having a diameter or diagonal measurement greater than one meter shall be installed on any Townhome. So long as reception of an acceptable quality is not precluded, the antenna, satellite dish or other reception device of appropriate size shall be located only on that portion of the Townhome which is least visible from public view and shielded so as to minimize any risks and to ensure a nuisance is not created.

Section 10. Window Air-Conditioners. No air-conditioner shall be installed in any window of any Townhome, nor shall any air-conditioner be installed on any Townhome so that the same protrudes through any exterior wall of such Townhome.

Section 11. Subdivision of Townhomes. No Townhome may be further subdivided into any smaller Townhome.

Section 12. Enforcement by Members. In the event that the owner of any Townhome, or any person who is entitled to occupy any Townhome, shall fail to comply with or abide by any restriction set forth in either this Article VII, or in Article VI, Section 1 of this Declaration, then the owner of any other Townhome who is aggrieved by such failure of compliance or abidance shall have the right to proceed at law or in equity to compel such owner or such occupant to comply therewith and abide thereby. Additionally, any owner of any Townhome who, or whose lessee, shall fail to comply with or abide by any such restriction shall be liable for any damages as may be suffered by any other owner of any Townhome as a consequence of such failure.

Enforce

ARTICLE VIII.

MAINTENANCE OF TOWNHOMES, EXCLUSIVE EASEMENT AREAS AND EXCLUSIVE UTILITY FACILITIES

Section 1. Maintenance Obligations of the Association. It shall be the obligation of the Association to maintain and repair:

(a) the exteriors of all of the Townhomes, but not including the replacement of any glass, the repair or upkeep of any screens, or the repair, replacement or upkeep of any light fixtures, air conditioning compressors, or Portico columns. The Association's maintenance and repair responsibilities shall include the exterior surfaces of the garage doors and the other doors of the Townhomes (but not including any glass surfaces). The Association shall not have any responsibility for the repair of any mechanical devices that shall operate any doors or garage doors; nor shall the Association have any responsibility of replacing any doors or garage doors. The maintenance and repair work which shall be the responsibility of the Association under this paragraph (a) shall include caulking and repainting and restaining the exterior surfaces of the Townhomes as and when determined by the Board of Directors; and

(b) the roofs of all of the Townhomes (including the roofs of any and all Porticos and sunrooms). The Association's maintenance and repair responsibilities shall include the replacement of roof shingles and all gutters that were incorporated into the original construction of the Townhomes, when the Association shall determine the same to be necessary. The Association shall also be responsible for the repair of any leaks that may occur in the roofs of any of the Townhomes; and

(c) the Stoop and the Patio. The Association's maintenance and repair responsibilities shall include the repair, as necessary, of the concrete surfaces, the Stoops and the Patios.

Section 2. Determination of Repair Needs. The determination of the need for the carrying out of the maintenance and repair work that is the responsibility of the Association under the provisions of this Article VIII shall be made by the Board of Directors.

Section 3. Repairs Caused by Owners. In the event that the need for any repair work to be performed upon any Townhome is a result of any action taken by the owner of the same, then the owner of the Townhome shall be liable to the Association for all of the costs and expenses which the Association shall incur in connection with such repair work. The owner of the affected Townhome shall pay such costs and expenses to the Association promptly upon the Association's demand. The liability of the owner of any Townhomes for any amount provided for in this paragraph shall be secured by the line for assessments provided for in Article V of this Declaration.

Section 4. Maintenance and Repair of Decks and Driveways. The owner of each Townhome shall be obligated to maintain and repair the Deck that is associated with his Townhome and the Driveway that are appurtenant to his Townhome. Such maintenance and repair work shall be performed at the sole cost and expense of the owner of such Townhome. All Decks shall be maintained in a condition which is satisfactory to the Board of Directors. The Board of Directors shall have the right to adopt rules for the placement of any items on the Decks and Driveways, and all items placed thereon must comply with the terms of such rules. All of the aforesaid maintenance and repair work shall be performed by, and at the expense of, the owner of the Townhome to which the applicable Deck or Driveway is attached, and in no event shall the Association have any responsibility with respect to the making of such maintenance and repairs.

Section 5. Maintenance of Exclusive Easement Areas: Porticos.

(a) Except as provided otherwise in paragraph (b) hereof, the Association shall be responsible for maintaining the grass and the grounds of the portion of each Exclusive Easement Area which is not located inside a fence. Such maintenance shall consist of normal grass mowing and any other activity necessary to keep such grounds in a condition that is satisfactory to the Board of Directors.

(b) The owner of the Townhome to which each Exclusive Easement Area is annexed shall be obligated to maintain any trees, flowers, shrubbery or bushes as shall have been placed in the Exclusive Easement Area pursuant to Article III, Section 6 of this Declaration in a

condition which is satisfactory to the Board or Directors. Such maintenance shall include, without limitation, removing dead trees, shrubs and other plants and pruning and otherwise maintaining all plants, shrubbery, trees, flowers, bushes, ivy and other foliage.

(c) The owner of the Townhome to which each Exclusive Easement Area is annexed shall be obligated to keep and maintain any portion of the Exclusive Easement Area which is enclosed within a fence erected in accordance with Article III, Section 7 hereof in a neat, sanitary and attractive condition which is satisfactory to the Board of Directors. Such maintenance shall include, without limitation, cutting the grass, weeds and other vegetation, removing dead trees, shrubs and other plants and pruning and otherwise maintaining all plants, shrubbery, trees, flowers, bushes, grass, ivy and other foliage as may be planted in and on the Exclusive Easement Area pursuant to Article III, Section 6 of this Declaration.

(d) The owner of each Townhome to which a Portico is annexed shall be responsible for the maintenance, repair and replacement of the columns supporting such Portico.

Section 6. Maintenance of Exclusive Utility Facilities. The owner of each Townhome shall be obligated to maintain, repair and replace the Exclusive Utility Facilities that are annexed to his Townhome (including, but not limited to, individual water lines and air conditioning compressors). Such maintenance, repair and replacement work shall be performed at the sole cost and expense of the owner of such Townhome. In no event shall the Association have any responsibility with respect to the maintenance, repair or replacement of Exclusive Utility Facilities.

Section 7. Failure of Maintenance. In the event that the owner of any Townhome shall fail to maintain, repair or replace any portion of such Townhome, or the Exclusive Utility Facilities that serve such Townhome, or the Stoop, Driveway or Deck, or any Portico that is attached to such Townhome, or the Patio that is annexed to the same, or any Exclusive Easement Area that is annexed to the same (including any fence that may have been erected in such Exclusive Easement Area), all as required under the terms and provisions of this Article VIII, the Board of Directors shall have the right, exercisable by it or through its agents or employees, and after giving the owner of such Townhome at least five (5) days' notice and an opportunity to correct the unsatisfactory condition, to enter upon the Townhome, Driveway, Portico, Stoop, Deck, Patio, Exclusive Easement Area and/or Utility Easement Area, as applicable, and correct the unsatisfactory condition. The owner of the Townhome upon which, or upon the Driveway, Portico, Stoop, Deck, Patio, Exclusive Easement Area, or Utility Easement Area is attached or annexed to which, such maintenance, repair or replacement work is performed by the Association (or its agents or employees) shall be personally liable to the Association for all direct and indirect costs as may be incurred by the Association in connection with the performance of such maintenance, repair or replacement work, and the liability for such costs shall be secured by all of the liens, and shall be subject to the same means of collection, as are the assessments and charges provided for in Article V of this Declaration. In addition, all such costs shall be paid to the Association by such owner at the same time as the next due annual assessment payment, as provided in Section 4 of Article V of this Declaration, or at such earlier time, and in such installments, as the Board of Directors shall determine.

ARTICLE IX.

INSURANCE

Section 1. Coverages. The Association shall obtain and continue in effect the following insurance:

(a) A property insurance policy or policies affording fire and extended coverage insurance for and in an amount consonant with the full insurable replacement costs, less deductibles, of all Townhomes. The insurance required by this paragraph shall include, without limitation, all foundations, roofs, roof structures and exterior walls, including windows and doors and the framing therefor, and all air-conditioning equipment serving the Townhome. Such insurance shall cover the following items within the Townhome of the type and quality initially installed, or replacements thereof of like kind and quality in accordance with the original plans and specifications, or as they existed at the time the Townhome was initially conveyed if the original plans and specifications are not available: floors and subfloors; wall, ceiling and floor coverings; plumbing and electrical lines and fixtures; built-in cabinetry and fixtures; and appliances used for refrigeration, cooking, dishwashing, and laundry. The Association shall exclude from coverage required by this paragraph improvements made by the owners of the Townhomes.

(b) Commercial general liability insurance on the Association Property insuring the Association, the Board of Directors and the Officers of the Association, all agents and employees of the Association, and all owners of the Townhomes for occurrences commonly insured against, arising out of, or in connection with the use, ownership, or maintenance of the Association Property, the limit of such insurance policy being determined by the Board of Directors.

(c) Blanket fidelity coverage for all officers, directors and employees of the Association and all other persons handling, or responsible for, funds of the Association, in a coverage amount of not less than the maximum of funds of the Association during the term of said policy, but in no event less than a sum equal to three months aggregate assessments against all Townhomes plus the amount of all reserve funds maintained by the Association. Each such policy shall also contain a waiver by the insurer of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar expressions.

(d) Such additional insurance as the Board of Directors determines to be in the best interest of the Association, including, without limitation, directors' and officers' liability coverage (including coverage for committee members).

Section 2. Policy Requirements. All insurance purchased by the Association shall be written in the name of the Association for the use and benefit of the Board of Directors, officers, all agents and employees of the Association, the owners of the Townhomes, and the respective mortgagees, as their interest may appear. Each policy of insurance maintained by the Association shall contain a standard mortgagee clause in favor of the holders of the First Mortgages and shall provide that it may not be cancelled or substantially modified without at

least ten (10) days prior written notice to the Association and to the holder of each First Mortgage which is listed in the policy as a scheduled holder of a First Mortgage. Each such policy shall also provide: (a) for a waiver of subrogation against the owners of the Townhomes individually; (b) that the policy may not be prejudiced by any act or neglect of an individual Townhome owner, unless such act or neglect was controlled by the Association; and (c) that the policy is primary in the event the owner of a Townhome has other insurance covering the same loss.

Section 3. Townhome Owner's Policies. The owners of the Townhomes shall carry at their own initiative and expense the following insurance policies:

(a) A building additions, betterments, and alterations endorsement to the master policy of property insurance described in Paragraph 1(a) hereof for the exclusive benefit of the particular Townhome owner, such Townhome owner to be liable for (and the Association to be in no way liable for) the premium for such endorsement; and

(b) A "tenant's or condominium owner's policy" covering the contents of his Townhome, personal injury and property damage liability, burglary and the like.

In no event shall any recovery or payment under the insurance coverage obtained and maintained by the Association be affected or diminished by insurance purchased by individual Townhome owners or mortgagees, and no Townhome owner shall be entitled to exercise his right to maintain the additional insurance coverage set forth in this Section 3 in such a way as to bring into contribution any insurance coverage maintained by the Association, or decrease in any other way the amount which the Association may realize under any insurance policy which it may have in force at any particular time.

Section 4. Proceeds on Account of Damage to Association Property. Insurance proceeds which shall be paid to the Association on account of damage to or destruction of any portion of the Association Property shall be held by the Association in a construction fund, which shall be used for the purpose of repairing, reconstructing or rebuilding the portion of the Association Property so damaged or destroyed. Any amounts as shall remain in such construction fund after all of the costs and expenses of repairing, reconstructing or rebuilding such portion of the Association Property have been paid shall be added to such of the reserve funds which the Association shall maintain.

Section 5. Proceeds on Account of Damage to Townhomes. In the event that any insurance proceeds shall be paid to the Association on account of any damage to or destruction of any Townhome or Townhomes, the Association shall be deemed to hold such insurance proceeds in a series of separate accounts, one such account for each Townhome which is so damaged or destroyed. The amount of insurance proceeds which shall be deemed to be held by the Association in each such account shall be determined by multiplying the entire amount of insurance proceeds which shall be received by the Association on account of all of the damage to or destruction of such Townhome or Townhomes by a fraction, the numerator of which shall be the total estimated cost, determined by the Board of Directors, of repairing, reconstructing, or rebuilding the Townhome on behalf of which such account is created, and the denominator of which shall be the total estimated cost, determined by the Board of Directors of repairing,

reconstructing, or rebuilding all of the Townhomes, the damage to or destruction of which was caused by the occurrence which resulted in such insurance proceeds being paid to the Association. If it shall be determined in accordance with the provisions of Article VI hereof not to repair, reconstruct or rebuild any Townhome which is so damaged or destroyed, then the amount of insurance proceeds which shall be held by the Association in the account for such Townhome shall be paid jointly to the Townhome owner and his mortgagee. Such disbursement, however, shall be made only after the Board of Directors shall have entered into a financial arrangement satisfactory to the Board of Directors whereby such Townhome owner shall pay for the cost of cleaning up and landscaping the portion of the property on which such Townhome was located.

ARTICLE X.

AMENDMENT

Section 1. Amendment by the Association.

(a) The terms, provisions, covenants and restrictions of this Declaration may be amended upon the approval of such amendment by: (i) those members of the Association who own, in the aggregate, no-fewer than sixty-seven percent (67%) of the Townhomes; and (ii) the Declarant, if the Declarant shall then own any Townhome or any other portion of the Buckhead Park at Lenox Property. The approval of any such amendment by each of the Association members shall be given by such Association member either casting a vote in favor of such amendment at a meeting of the members of the Association duly called for such purpose, or by such Association member signing a written approval of such amendment after the date on which such meeting was held, notwithstanding anything set forth to the contrary in the Articles of Incorporation or Bylaws.

(b) Notwithstanding Article X, Section 1(a) above, the Board of Directors, but only with the written approval of the Declarant (if the Declarant shall then own any Townhome or any other portion of the Buckhead Park at Lenox Property), and without a vote of the members, may amend this Declaration for the sole and exclusive purpose of electing to be governed by the Georgia Property Owners' Association Act O.C.G.A. 44-3-220 et seq.

(c) If any amendment pursuant to this Article X, Section 1 is required to be approved by the Declarant, such approval shall be given only by Declarant executing a written approval of the same.

Section 2. Amendment by the Declarant. Declarant shall have the unilateral right (without the approval of the members of the Association), for so long as the Declarant holds title to any portion of the Buckhead Park at Lenox Property for sale or development, to amend this Declaration (a) to comply with any applicable governmental law, ordinance rule or regulation, (b) as necessary for a national title insurer to issue title insurance with respect to the Townhomes, (c) as necessary to comply with the requirements of any governmental or quasi-governmental entity or institutional lender, purchaser, guarantor or insurer of mortgage loans in order for such entity or lender to make, purchase, guarantee or insure loans secured by individual Townhomes, or (d) as Declarant otherwise deems necessary or appropriate provided that, as to

any amendment pursuant to subsection (d), such amendment does not adversely affect: (i) the rights of the owner of any Townhome in any material respect, or (ii) title to any Townhome unless, as to (i) or (ii), Declarant has obtained the written consent of the owner of the applicable Townhome.

Section 3. Requirements for Effectiveness of Any Amendment. Any amendment to the terms, provisions, covenants or restrictions of this Declaration shall become effective only upon the recording in the Deed Records of Fulton County, Georgia, of an instrument certified by the incumbent Secretary of the Association setting forth such amendment and stating the applicable provision (Section 1 or 2 of this Article X) under which the Declaration is being amended. If the Declaration is being amended pursuant to Section 1 of this Article X, such amendment must include a statement that the approval of the members of the Association or the Board of Directors, as applicable, which, under the provisions of Section 1 of this Article X, is required for such amendment to be effective, has been given and obtained; and containing the written approval of the Declarant, if the same is required (as provided in Section 1 above). If the Declaration is being amended pursuant to Section 2 of this Article X, such amendment must include a statement that the Declarant is amending the Declaration pursuant to Section 2 of this Article X, and either (a) that the amendment does not adversely affect the rights of the owner of any Townhome in any material respect and does not adversely affect title to any Townhome, or (b) containing the written approval of the owner of any Townhome whose rights are or title is adversely affected. The matters set forth in such instrument shall be presumed to be true and accurate and the amendment which is set forth in such instrument shall be effective, unless it shall be determined by a court of competent jurisdiction that the matters certified to in such instrument are not true and accurate.

Each person who shall own any Townhome, by acceptance of a deed or other conveyance thereto, and by acceptance of such ownership, and by taking record title thereto, and each holder of a Mortgage upon any portion of any Townhome, by acceptance of such Mortgage, thereby agrees that the terms, provisions, covenants and restrictions of this Declaration may be amended as provided in this Article X.

ARTICLE XI.

MISCELLANEOUS

Section 1. Failure of Enforcement. In the event that the Association shall fail to enforce the compliance with any of the provisions of this Declaration by the owner of any Townhomes, then the owner of any other Townhomes shall have the right to file an action in the Superior Court of Fulton County, Georgia for an order from such Court requiring that the Association enforce such compliance; provided, however, in no event shall the Board of Directors, or any officer of the Association, or any of their agents, be personally liable to anyone on account of their failure to enforce any of the terms, provisions or restrictions set forth in this Declaration.

Section 2. Waivers. In no event shall the failure by the Association to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements set forth in this Declaration be construed as a waiver or relinquishment

of the future enforcement of any such term, covenant, condition, provision, or agreement. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision or agreement shall not be deemed a waiver of such breach, and no waiver by the Association of any term, covenant, condition, provision or agreement shall be deemed to have been made unless expressed in writing and signed by a duly authorized officer of the Association.

Section 3. Duration. This Declaration, and all of the terms, easements, provisions, liens, charges, restrictions and covenants set forth herein, shall run with and bind the land (the Townhomes), shall be and shall remain in effect, and shall inure to the benefit of, and be enforceable by, the Association, and by any owner of any Townhomes, their respective legal representatives, heirs, successors and assigns, perpetually.

Section 4. Notices. Any notice required to be sent to any member of the Association pursuant to any provision of this Declaration may be served by depositing such notice in the mails, postage prepaid, addressed to the member to whom it is intended, at the address which such member shall have furnished to the Secretary of the Association in accordance with the Bylaws, or, in the absence of any such address having been so furnished to the Secretary of the Association, at the address of any Townhomes owned by such member. The date of service shall be the date of mailing.

Section 5. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application 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 the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 6. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons or other entities violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Townhomes, to enforce any liens created by this Declaration.

Section 7. Successors to Declarant. In no event shall any person or other entity succeeding to the interest of the Declarant by operation of law or through purchase of the Declarant's interest in all or any portion of the Buckhead Park at Lenox Property at foreclosure, sale under power or by deed in lieu of foreclosure, be liable for any act, omission or matter occurring, or arising from any act, omission or matter occurring, prior to the date such successor succeeded to the interest of the Declarant.

Section 8. Non-discrimination. No action shall be taken by the Association or the Board of Directors which would discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status or handicap.

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IN WITNESS WHEREOF, Pulte Home Corporation and Buckhead Park at Lenox Townhome Association, Inc. have caused this Declaration to be executed by their duly authorized officers on the day and year first above written.

Signed, sealed and delivered in the presence of:

PULTE HOME CORPORATION

[Signature]
Unofficial Witness

By: [Signature]
Name: Bradley Birkholz, Division Director

[Signature]
Notary Public

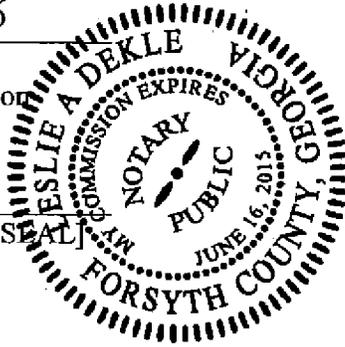


My Commission Expires:

6.16.2015

Exact Date of Execution by Notary Public:

9.27.13
[AFFIX NOTARIAL SEAL]



Signed, sealed and delivered

BUCKHEAD PARK AT LENOX TOWNHOME ASSOCIATION, INC.

[Signature]
Unofficial Witness

By: [Signature]
Ted Turner, President

[Signature]
Notary Public

My Commission Expires:

6.16.2015

Exact Date of Execution by Notary Public:

9.27.13
[AFFIX NOTARIAL SEAL]

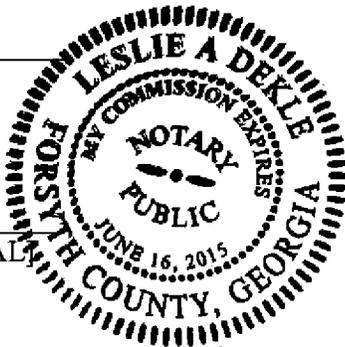


EXHIBIT "A"
Buckhead Park at Lenox Property

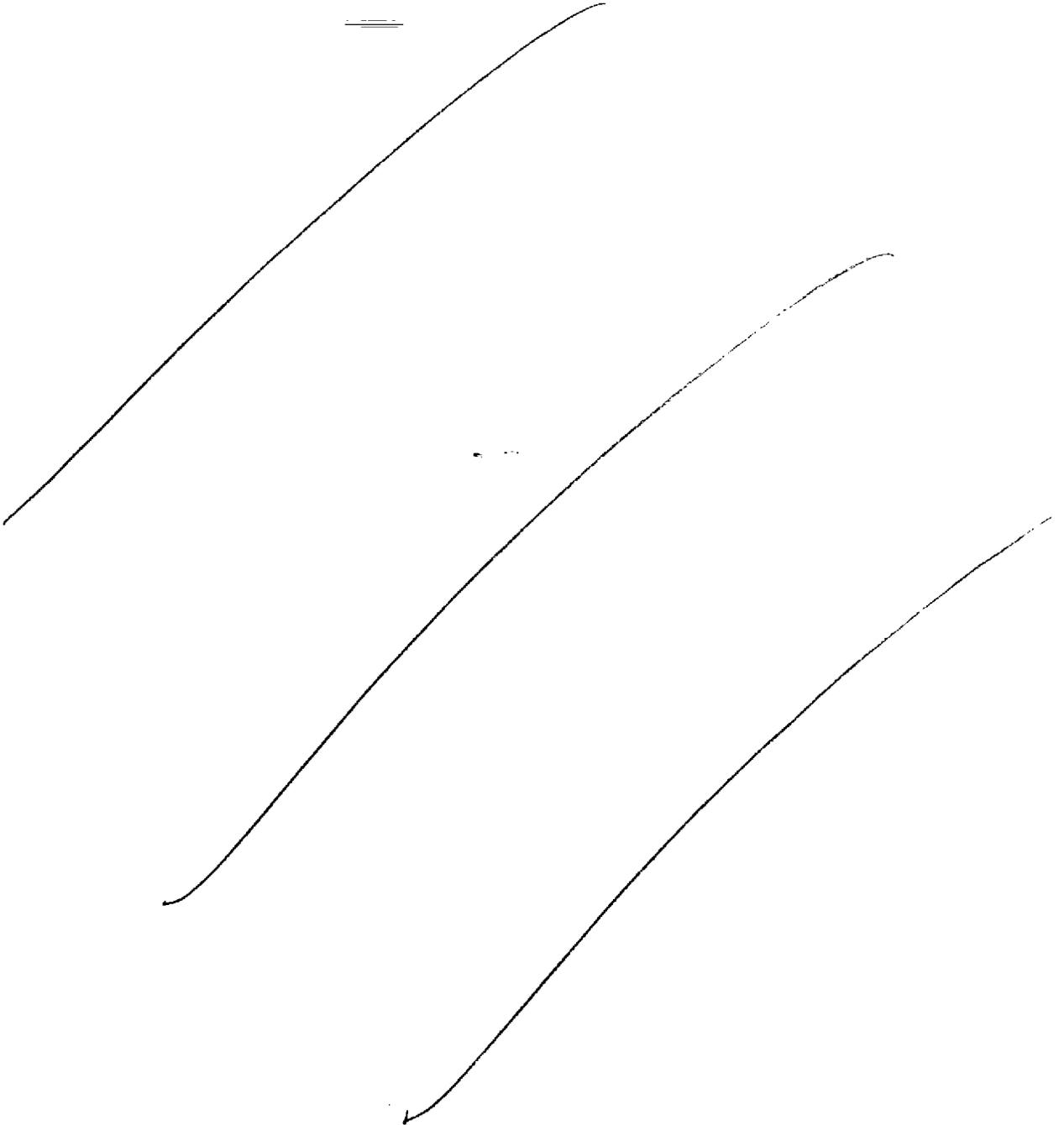
ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 6 of the 17th District, City of Atlanta, Fulton County, Georgia and being more particularly described as follows:

BEGINNING at a concrete monument found at the intersection of the southern right-of-way line of Canterbury Road (R/W Varies) with the southwestern right-of-way line of Lenox Road (R/W Varies); thence along said right-of-way line of Lenox Road 49.55 feet along an arc of a curve to the left, said curve having a radius of 463.65 feet and a chord bearing and distance of South 43 degrees 13 minutes 22 seconds East 49.53 feet to an iron pin found; thence leaving said right-of-way line South 49 degrees 20 minutes 16 seconds West a distance of 585.72 feet to an iron pin found (1" open top pipe); thence North 62 degrees 24 minutes 22 seconds West a distance of 139.99 feet to a PK Nail found; thence North 62 degrees 17 minutes 28 seconds West a distance of 35.77 feet to an iron pin with cap found; thence North 42 degrees 31 minutes 33 seconds East a distance of 587.96 feet to an iron pin with cap found on said southern right-of-way line of Canterbury Road; thence along said right-of-way the following courses and distances: South 63 degrees 07 minutes 36 seconds East a distance of 45.58 feet to an iron pin with cap found; thence North 43 degrees 27 minutes 05 seconds East a distance of 4.17 feet to an iron pin found; thence South 57 degrees 35 minutes 33 seconds East a distance of 148.27 feet to a concrete monument found and the POINT OF BEGINNING.

Said tract containing 2.757 acres (120,094 square feet).

EXHIBIT "B"
Buckhead Park at Lenox Bylaws

[SEE ATTACHED]



BYLAWS
OF
BUCKHEAD PARK AT LENOX TOWNHOME ASSOCIATION, INC.

ARTICLE I
OFFICE

The Buckhead Park at Lenox Townhome Association, Inc. (the "Association") shall at all times maintain a registered office in the State of Georgia and a registered agent at that address. The Association may also have such other offices as the Board of Directors shall determine.

ARTICLE II
DEFINITIONS

Unless the context requires otherwise, the terms defined in the Declaration of Covenants and Restrictions for Buckhead Park at Lenox Townhome Association, Inc., recorded in the Office of the Clerk of the Superior Court of Fulton County, Georgia (the "Declaration", the Declaration being incorporated herein in its entirety) shall have the same meanings for purposes of these Bylaws as are ascribed to them in the Declaration.

ARTICLE III
MEMBERS

Section 3.1. Membership. The Association shall have two classes of membership, Class A and Class B, which classes of membership shall have the rights conferred upon them by the Declaration and the Articles of Incorporation of the Association, and these Bylaws.

Section 3.2. Annual Meeting. A meeting of the members of the Association shall be held annually at such time and place on such date as the Board of Directors shall determine from time to time.

Section 3.3. Special Meetings. Special meetings of the members of the Association (each, a "Member" and collectively, the "Members") may be called at any time by the President (as hereinafter defined) of the Association. Additionally, it shall be the duty of the President to call a special meeting of the Members upon being presented with a written request to do so signed (i) by a majority of the members of the Board of Directors, or (ii) after the termination of the Class B membership, by the Members entitled to cast no less than forty percent (40%) of the total vote of the Association.

Section 3.4. Notice of Meetings. It shall be the duty of the Secretary (as hereinafter defined) of the Association to give a notice to each Member of each meeting of the Members within the time limits required by Section 14-3-705 of the Georgia Nonprofit Corporation Code.

Each notice of a meeting shall state the purpose thereof as well as the time and place where it is to be held.

Section 3.5. Quorum. A quorum shall be deemed present throughout any meeting of the Members until adjourned if Members, in person or by proxy, entitled to cast more than one-fourth (1/4) of the votes of the Association are present at the beginning of such meeting.

Section 3.6. Voting. On all matters upon which the Members are entitled to vote, each Member shall be entitled to cast one (1) vote for each Townhome in which he shall own of record a fee interest or an undivided fee interest. In no event, however, shall more than one vote be cast with respect to any Townhome.

During any period in which a Member shall be in default in the payment of any amount due and owing to the Association, the vote which is allocated to any Townhome in which such Member owns a fee interest shall not be counted for any purpose.

Section 3.7. Adjournments. Any meeting of the Members, whether or not a quorum is present, may be adjourned by the holders of a majority of the votes represented at the meeting to reconvene at a specific time and place. It shall not be necessary to give any notice of the reconvened meeting, if the time and place of the reconvened meeting are announced at the meeting which was adjourned. At any such reconvened meeting at which a quorum is represented or present, any business may be transacted which could have been transacted at the meeting which was adjourned.

ARTICLE IV DIRECTORS

Section 4.1. Number. The number of members of the Board of Directors shall be three (3). From and after the election of the first Board of Directors to be elected by the Class A Members, the Board of Directors shall continue to consist of three (3) members.

Section 4.2. Appointment and Election. Until the termination of the Class B membership, as provided in the Declaration and the Articles of Incorporation of the Association, the members of the Board of Directors shall be elected annually by the Class B Member.

From and after the termination of the Class B membership, as provided in the Declaration and the Articles of Incorporation of the Association, the members of the Board of Directors (except for the members of the first Board of Directors to be elected after the termination of the Class B membership) shall be elected at each annual meeting of the Members of the Association and shall serve for a term of one year and until their successors are elected.

Each Member entitled to vote shall be entitled to cast one (1) vote for each Townhome owned by such Member for each directorship to be filled on the Board of Directors. Cumulative voting shall not be permitted. The candidates receiving the most votes shall be elected.

Section 4.3. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining members of the Board of Directors, though less than a quorum of the Board of Directors.

Section 4.4. Duties and Powers. Except as specifically provided otherwise in the Georgia Nonprofit Corporation Code, the Declaration, the Articles of Incorporation of the Association or these Bylaws, the powers inherent in or expressly granted to the Association may be exercised by the Board of Directors, acting through the officers of the Association, without any further consent or action on the part of the Members. The Board of Directors shall also have the responsibility of discharging all of the duties imposed upon the Board of Directors under the terms and provisions of the aforesaid instruments.

Without limiting the generality of the provisions of this Section 4.4, the Board of Directors shall have the following specific powers:

(a) To suspend the membership rights of any Member of the Association, including the right to vote and use the Association Property and the facilities located thereon, during the period of time such Member shall be delinquent in the payment of any assessment, assessment installment, or any other amount or amounts as shall be due and payable to the Association, or shall fail to comply with or abide by any rule or regulation adopted by the Board of Directors in regard to the Association Property; and

(b) To enter into management agreements for the Association.

Section 4.5. Regular Meetings. Until such time as the Class B membership shall terminate, the Board of Directors shall not be required to hold regular meetings and the Board of Directors shall meet as often as the President shall determine. Thereafter, the Board of Directors shall meet no less frequently than once every six months.

Section 4.6. Special Meetings. Special Meetings of the Board of Directors may be called at any time by the President, or by any two (2) members of the Board of Directors, on two (2) days' notice to each member of the Board of Directors, which notice shall specify the time and place of the meeting. Notice of any such meeting may be waived by an instrument in writing executed before or after the meeting. Attendance in person at any meeting shall constitute a waiver of notice thereof.

Section 4.7. Compensation. No fee or compensation shall be paid by the Association to the members of the Board of Directors for their services in said capacity unless such fee or compensation is approved by a majority of the votes of the Members cast at a duly convened meeting thereof, and in no event shall any member of the Board of Directors receive any compensation from the Association for serving as a member of the Board of Directors prior to the termination of the Class B membership. The Board of Directors shall be entitled in all events, however, to reimbursement for reasonable expenses incurred by them in the performance of their duties.

ARTICLE V
OFFICERS

Section 5.1. General Provisions. The officers of the Association shall consist of a "President", a "Vice President", a "Secretary" and a "Treasurer". In addition, the Association shall have such other officers as the Board of Directors shall deem to be desirable in connection with the administration of the affairs of the Association. Any two or more offices may be held by the same persons, except the offices of President and Secretary.

Section 5.2. Appointment. All of the officers of the Association shall be appointed by, and shall serve at the pleasure of, a majority of the members of the Board of Directors.

Section 5.3. President. The President shall be the chief executive officer of the Association, and shall preside at all meetings of the Members and of the Board of Directors. The President shall manage, supervise and control all of the business and affairs of the Association, and shall have all of the powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code.

Section 5.4. Vice-President. The Vice President shall perform the duties of the President whenever the President shall be absent or unable to perform such duties. If neither the President nor the Vice-President shall be able to perform such duties, the Board of Directors shall appoint one of their members to act in the place of the President on an interim basis. The Vice-President shall also perform such other duties as the President may delegate to him from time to time.

Section 5.5. Secretary. The Secretary (a) shall attend all meetings of the Members and of the Board of Directors and shall keep the minutes thereof, (b) shall be responsible for the preparation and giving of all notices which are required to be given by the Declaration and these Bylaws, (c) shall be the custodian of the books and records of the Association, (d) shall keep a register of the addresses of each member of the Association, and (e) shall perform such other duties as are incident to the office of the secretary of a corporation organized under the Georgia Nonprofit Corporation Code.

Section 5.6. Treasurer. The Treasurer shall be charged with the management of the financial affairs of the Association, and shall keep full and accurate financial records and books of account showing all receipts and disbursements and of the Association, and shall prepare all required financial data. The Treasurer shall also perform all of the duties which are incident to the office of the treasurer of a corporation organized under the Georgia Nonprofit Corporation Code.

Section 5.7. Compensation of Officers. The officers of the Association shall be entitled to the payment of such compensation as shall be approved by two-thirds (2/3) of the total members of the Board of Directors; provided, however, that prior to the termination of the Class B membership, in no event shall any officer receive any compensation from the Association for serving in such capacity.

ARTICLE VI
MISCELLANEOUS

Section 6.1. Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 6.2. Certain Notices. Any Member who shall sell or lease any Townhome in which he has a fee or undivided fee interest shall promptly give the Secretary a written notice of such sale or lease, which notice shall also set forth the name and address of such purchaser or lessee. The address so furnished for such purchaser or lessee shall be the address to which the Secretary shall send any notices to be sent to such purchaser or lessee, until such purchaser or lessee shall furnish the Secretary with another address for such purpose.

ARTICLE VII
AMENDMENTS

These Bylaws may be amended only in accordance with the following procedure: the Board of Directors shall first adopt a resolution proposing the amendment and recommending its adoption by the Members. Such proposed amendment shall then be presented to the Members at a meeting thereof duly called and held for the purpose of considering such proposed amendment. If such proposed amendment is approved by at least two-thirds (2/3) of the votes cast at such meeting, such amendment shall become effective.

ARTICLE VIII
INDEMNIFICATION

Each person who is or was a member of the Board of Directors or an officer of the Association shall be indemnified by the Association against those expenses (including attorneys' fees) judgments, fines and amounts paid in settlement which are allowed to be paid or reimbursed by the Association under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any action, suit, or proceeding, pending or threatened, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of the Association. Such indemnification shall be made only in accordance with the laws of the State of Georgia and subject to the conditions prescribed therein.

In any instance where the laws of the State of Georgia permit indemnification to be provided to persons who are or have been an officer or director of the Association only on a determination that certain specified standards of conduct have been met, upon application for indemnification by any such person the Association shall promptly cause such determination to be made (i) by the Board of Directors by majority vote of a quorum consisting of members of the Board of Directors not at the time parties to the proceeding; (ii) if a quorum cannot be obtained by majority vote of a committee duly designated by the Board of Directors (in which designation members of the Board of Directors who are parties may participate), consisting solely of two or more members of the Board of Directors not at the time parties to the proceeding; (iii) by special legal counsel selected by the Board of Directors or its committee in the manner prescribed in (i) or (ii), or if a quorum of the Board of Directors cannot be obtained under (i), and a committee

cannot be designated under (ii), selected by majority vote of the full Board of Directors (in which selection members of the Board of Directors who are parties may participate); or (iv) by the Members, but Members who are also directors who are at the time parties to the proceeding may not vote on the determination.

As a condition to any such right of indemnification, the Association may require that it be permitted to participate in the defense of any such action or proceeding through legal counsel designated by the Association and at the expense of the Association.

The Association may purchase and maintain insurance on behalf of any such persons whether or not the Association would have the power to indemnify such officers and directors against any liability under the laws of the State of Georgia. If any expenses or other amounts are paid by way of indemnification, other than by court order, action by the Members or by an insurance carrier, the Association shall provide notice of such payment to the Members in accordance with the provisions of the laws of the State of Georgia.

[END OF BYLAWS]

BUCKHEAD PARK AT LENOX

Rules and Regulations

July 2013
REV November 2015

Rules and Regulations

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Appendix A - Statues and Artifacts

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I. INTRODUCTION

Buckhead Park at Lenox is designed to respect the visual character of its site, minimize environmental impacts and maximize water and energy conservation principles. In order to preserve and enhance these principles, these Rules and Regulations are established to maintain certain standards by which the community may grow and develop.

The Rules and Regulations provide an overall framework to allow the community to develop and progress in an orderly, cohesive and attractive manner, implementing planning concepts and philosophy which are required by regulatory agencies and desirable to residents. The Rules and Regulations include minimum standards for the design, size, location, style, structure, materials, color, mode of architecture, and mode of landscaping and relevant criteria for the construction or addition of improvements of any nature. They also establish a process for judicious review of proposed new developments and changes within the Community.

The Rules and Regulations have been adopted by the Board of Directors of **Buckhead Park at Lenox Townhome Association, Inc.** (the "Homeowners Association") pursuant to the Declaration of Covenants, Conditions and Restrictions to be recorded with the County Recorders' Offices (the "Declaration"). The Rules and Regulations will be enforced by The Association during the Development Period as defined in the Declaration, and by the Modifications Committee established under Article VII of the Declaration after the end of the Development Period. The Modifications Committee also may enforce the Rules and Regulations during the Development Period to the extent these duties may be delegated by the Homeowners Association. For the purposes of this document, all applications for approval are assumed to be made to, and written approval issued by, the Homeowners Association, although in some circumstances the authority to review and approve certain changes may be delegated to the Modifications Committee subject only to the Association's right to review and withhold a particular approval. The term "Reviewing Entity" is used in this document to mean either the Association or, if the review has been delegated or the Development Period has ended, the Modifications Committee.

To the extent that any government ordinance, building code or regulation requires a more restrictive standard than that found in these Rules and Regulations or the Declaration, the government standards shall prevail. To the extent that the local ordinance is less restrictive than these Rules and Regulations, and any standard contained therein, or the Declaration, these Rules and Regulations and the Declaration shall prevail.

Homeowners are responsible for all cleanup of any improvement project. All debris, sod, soil, etc. shall be removed from the lot and hauled to the proper waste sites. If the project causes damage to any neighboring property, public or private, the Homeowner is responsible for any necessary repairs.

II. COMPLIANCE

- A. **Compliance.** Each Owner will comply with the provisions of these Rules, the other Documents and policies adopted by the Board to supplement these Rules, as any of these may be revised from time to time. Each Owner, additionally, is responsible for compliance with the Documents by the Residents of his Unit, and his or their respective relatives, invitees, tenants, agents, employees, or contractors. If a Rule requires or prohibits conduct by an “Owner” or “Resident”, each of those terms are deemed to include the other, and applies to all persons for whom and Owner or Resident is responsible. Again, the Owner is ultimately responsible for compliance by all persons using or related to his Unit. An Owner should contact the Association if he has a question about these Rules. The Association has the right to enforce these Rules against any person on the Property.
- B. **Additional Rules.** Each Resident must comply with any rules and signs posted from time to time on the Property by the Association, such as those regulating use of recreational facilities. Posted rules are incorporated by the Association, from time to time, in the nature of seasonal or temporary rules, or notice of a change affecting use of the Property. Temporary rules are incorporated in these Rules by reference.
- C. **Waiver.** Circumstances may warrant waiver or variance of these Rules. To obtain a waiver or variance, an Owner must make written application to the Board of Directors. The Board of Director’s approval of a waiver or variance must be in writing, and may be conditioned.
- D. **Limits.** These Rules represent standards of conduct and maintenance in a high density community. It is understood that individuals may have different interpretations of and tolerances for these Rules. On lifestyle-related rules, such as the Community Etiquette rules below, the Association may refrain from acting on a perceived violation unless the Board determines the violation to be significant to enforce these Rules against another Resident. Residents are expected to deal directly and peaceably with each other about t h e i r differences.
- E. **Filing Complaints.** Because the Association is not staffed to monitor the Property for Rules violations, the Association relies on Residents to identify and report violations of these Rules and the Documents, and to monitor compliance with these Rules by violators. The Association also relies on Residents to help keep each other informed about the Rules. Recognizing that a Resident may be reluctant to confront another Resident about a violation, the Association will work with Residents to enforce the Rules. Generally, a complaint must be in writing and must be signed by a Resident or Owner who is willing to be identified as the complainant. The Association may refuse to enforce a violation (1) that cannot be easily and independently verified, (2) for which it did not receive a signed written complaint, (3) for which the complaint will not cooperate with monitoring the violation and compliance, and (4) which the Board does not consider to be significant or community-wide.

III. OBLIGATIONS OF OWNERS AND RESIDENTS

- A. **Safety.** Each Resident is solely responsible for his own safety and for the safety, well-being, and supervision of his guests and any person on the Property to whom the Resident has a duty of care, control, or custody.
- B. **Damage.** An Owner is responsible for any loss or damage he causes to his Unit, other Units, the personal property of other Residents or their guests, or to the Common Elements.
- C. **Association Does Not Insure.** A person assumes full risk and sole responsibility for placing his personal property in or on the Property. Each Resident is solely responsible for insuring his personal property in the Unit and on the Property, including his furnishings and vehicles. THE ASSOCIATION STRONGLY RECOMMENDS THAT ALL OWNERS AND RESIDENTS PURCHASE AND MAINTAIN INSURANCE ON THEIR PERSONAL BELONGINGS.
- D. **Risk Management.** An Owner may not permit anything to be done or kept in Unit or the Common Elements that is illegal or that may result in the cancellation of insurance on the Property.
- E. **Reimbursement for Enforcement.** An Owner must promptly reimburse the Association for any expense incurred by the Association to enforce the Documents against the Owner, his Unit, or persons for whom the Owner is responsible.
- F. **Reimbursement for Damage.** An Owner must promptly reimburse the Association for the cost of damage to the Property caused by the negligent or willful conduct of the Owner or persons for whom the Owner is responsible.
- G. **No Garage Sales.** Without the Board's prior written permission, no person may conduct on the Property a sale or activity that is advertised or attractive to the public, such as a garage sales, car sales, or estate sales. This section does not apply to marketing the sale of rental of a Unit, unless combined with a prohibited activity.
- H. **Supervision of Minors.** For their own well-being and protection, persons who are legally incompetent or younger than 18 years must be under the general control and supervision of their parents or guardians at all times while on the Property. Persons who are below the chronological or mental age of 13 years must be at all times in the actual company of a person at least 13 years old who is responsible for their well-being. A person under 13 years may not be left unattended in a Unit at any time. After nightfall, unless accompanied by a parent or guardian, persons under 18 years may not be on the General Common Elements.
- I. **Trash Disposal.** All trash containers shall be covered containers and shall be stored in the garage. Trash containers may be left out for collection at dusk on the day prior to collection and must be returned to storage by dusk on the day of collection. Owners and/or residents will endeavor to keep the Property clean. Owners and/or residents may NOT litter Common Elements. Resident may NOT store trash inside or outside his Unit in a manner that may permit the spread of fire, odors, or seepage, or encouragement of vermin. Before discarding coals, ashes, logs, or other materials used in barbecue grills or fireplaces, Resident will ensure that the debris is thoroughly cold.
- J. **Other Prohibited Acts.** Do not hang, or otherwise display linens, clothing,

towels, rugs, brooms, mops, bedding, or other similar items from windows, doors, balconies, patios, or passageways.

IV. RESIDENTIAL RULES AND REGULATIONS

A. Architectural Character

1. The architectural design of any and all additions, alterations, and renovations to the exterior of an existing home shall strictly conform to the design of the original home in style, detailing, materials, and color. Any such improvement shall be made only after an application is given to the Reviewing Entity, and written approval is obtained/received from, the Reviewing Entity.
2. Pursuant to the “Declaration” the Modifications Committee may amend the Rules and Regulations, which shall apply to all regulated work within the Properties. Once requests have been submitted and approved by the Modifications Committee, and modification has commenced, any subsequent changes of the Rules and Regulations shall not affect or delay the approved project. Any work that has commenced prior to the approval of the Modifications Committee not conforming to the “Declaration” will not constitute approval of the project. Therefore, project may be required to comply with the “Declaration”.
3. All materials used in maintenance, repair, additions and alterations shall match those used by the builder as to color, composition, type, and method of attachment. The Reviewing Entity may allow substitute materials if such materials are deemed by the Reviewing Entity in its sole discretion to be compatible with the theme of the community.
4. Window treatments must be backed in white or off-white including, but not limited to, blinds, shutters, shades, drapes or curtains. The use of foil, paper, plastic, towels, sheets, or any temporary covering will not be permitted.
5. No additions, alteration or renovations shall be permitted, if it is determined to have an adverse material impact upon neighboring properties and/or community. The size of any project shall be determined by the available space per lot subject to any and all easements. The Reviewing Entity reserves the right to limit the size and location of certain modifications.
6. All storm door additions must be full glass. These doors must match the color of the doorframe trim, the front door, or white. Security doors are prohibited.

B. Landscaping

1. Certain areas have been designated as open space, common areas, wetlands or preserve on neighborhood plats and shall be maintained as required by regulatory authorities and as described in specific permit conditions and in the Declaration. No Homeowner or resident may mow, fertilize, apply pesticides to, maintain, alter or modify any area not owned by the Homeowner, including areas set aside as open space or preserve, with the exception of area within a fence easement when fence is installed. Without limiting the foregoing, residents are reminded, if applicable, that certain portions of the Common Area may be subject to restrictive covenants as required by the Federal State and

Local jurisdictions and such covenants prohibit clearing, trimming and other forms of disturbance of the natural vegetation and grade. These prohibitions are carried through in the Declaration, and residents must abide by these provisions and applicable law.

C. Lawn Accessories

1. Decorative components such as statues and artifacts shall be limited in height to four feet (4') above the natural grade of the lot. Statues and artifacts will be allowed in the rear yard of the lot if they meet the following criteria:
 - a. Seasonal statues, artifacts, lighting and other decorative landscaping items may be allowed in the front and rear yard within thirty (30) days prior to, and ten (10) days after a holiday season. In the sole discretion of the Reviewing Entity, this time period may be extended due to extreme weather conditions. During such extended period, lighting may not be illuminated.
 - b. Statues and artifacts will be allowed specifically as described in Appendix "A" and only permitted in the rear yard easement area.
 - c. Plastic statuary and yard ornamentation will not be allowed. Plastic pots compatible with the overall architectural theme of the home will be permitted.
 - d. No ornaments or statuary shall be attached to the home.
 - e. The combined number of statues and artifacts in the rear yard Easement Area is limited to one (1) per fifty (50) square feet. The Reviewing Entity reserves the right to limit the number of statues and artifacts on the lot.
 - f. The Reviewing Entity reserves the right to require screening of statues and artifacts from neighboring lots or the street.
2. Landscape architectural features shall include such items as benches, planters, yard lights, etc. that are an integral part of a landscape architectural design. Drawings must be provided to the Reviewing Entity, which clearly show the location, size, and materials planned for these features. In addition, a photograph of the home and the relationship of the feature to the existing or proposed landscape must accompany the submittal. Landscape architectural features will be located solely in the rear yard of the lot.
 - a. There shall be no stand-alone flagpoles allowed on residential lots. One (1) flag mount may be attached to the eave of the house or to the face of the residential structure if the mount is secured to a wooden stud or anchored in masonry. The Reviewing Entity must approve the location of such flag mount. No part of the flag may extend four feet (4') beyond any eave.

D. Lawn Maintenance

1. The use of solid plastic sheeting or polyethylene over ground areas will not be permitted. If landscape fabric is used, it must allow the free flow of water, air, and gases to and from the soil.
2. The Homeowners Association is responsible for maintaining the grounds of each Lot, **except for such portion thereof which is located within a fenced easement area.** Such maintenance shall consist of normal grass mowing, and otherwise maintaining all plants, shrubbery, trees, flowers, bushes, ivy and other foliage that were originally planted on the Lot by the Declarant or a Builder, all to keep the same in a condition that is consistent with the community-wide standard.

3. The Owner of each Lot shall be responsible for maintaining all portions of his Lot which may be enclosed within a fence (the Homeowners Association shall have no responsibility for maintaining any part of a Lot that is enclosed by a fence), and shall maintain and replace all tree, flowers, shrubbery or bushes that shall have been planted on the Lot after the conveyance of the Lot by the Declarant or a Builder to the first Owner thereof (the Homeowners Association shall have no responsibility for maintaining any trees, flowers, shrubbery or bushes that were not installed by the Declarant or a Builder). Such maintenance that shall be the Owner's responsibility shall include, without limitation, cutting the grass, weeds and other vegetation, removing dead trees, shrubs and other plants and pruning and otherwise maintaining all plants, shrubbery, trees, flowers, bushes, grass, ivy and other foliage as may be planted in and on such Lot, and keep drain inlets free of debris, all to keep the same in a condition that is consistent with the Community-Wide Standard.

E. Yard Fences

1. It shall be the duty of the Board of Directors to maintain in effect a standardized design of fence(s) that may be erected along the easement area. The standardized fence design(s) are referred to as the Approved Fence Details conforming to Appendix B and C. Fences must be professionally installed.
2. Landscape plans which have the effect of creating a "living fence" outside the area eligible for walls or fencing, as described above, will not be approved.
3. All intended fences must receive written approval by the Reviewing Entity before installation will be permitted.
4. It is the responsibility of the Homeowner to obtain all required permits.

F. Signage

The following will apply, unless otherwise restricted by the County:

1. **One** (1) "For Sale" sign will be permitted on any individual lot within the Community. Such sign shall be located directly within the lot being advertised "for sale." The sign shall be of conforming size and design provided by the Homeowners Association. The overall height of the sign may not exceed four feet (4'). The sign must be removed within two (2) working days following the closing of the property, or the termination of the listing agreement. "Open House" signs leading to the public to a house, which is for sale or for lease, are not permitted.
2. No Soliciting" and security/alarm notifications shall be limited to placards or stickers not to exceed five by seven inches (5" x 7") in size placed on the front door or door frame or in a window near the front door, or the mulch bed nearest the front door.
3. In accordance with the Declaration, no other signs are permitted on any residential lot.
4. Notwithstanding the above, Developer shall be allowed to install any sign(s) necessary for purposes connected with the development of the community and/or as may be described in the Declaration.

G. Prohibited Structures

1. Pursuant to the Declaration and/or these Rules and Regulations, the following structures shall be prohibited from use:
 - Stand-alone flagpoles
 - Storage buildings or sheds
 - Clothes lines or clothes poles
 - Tents of a permanent nature
 - A bird or squirrel house exceeding the roof eave in height
 - Artificial vegetation
 - Accessory buildings, including gazebos.
 - Children's play equipment
 - Pet Houses
2. All intended structures must receive written approval by the Reviewing Entity before installation will be permitted.
3. Notwithstanding the above, Developer shall be allowed to install any structure(s) necessary for purposes connected with the development and/or as may be described in the Declaration.

H. Planter Policy

1. No more than one (1) planter may be placed in front of any unit, either on the front porch or on the front stoop if the stoop has a protective railing.
2. The planter may not exceed 30 inches tall and 20 inches square or 20 inches in diameter.
3. The color of the planter should coordinate with the color of the unit.
4. The material of the planter should be kept in good condition. Should the planter become faded, broken, rotted, etc., it should be removed from the front porch or the front stoop.
5. The planter should be planted with live plants, not artificial.
6. Every effort should be made to keep the plants alive and thriving.
7. Once plants have disintegrated and/or died, the planter should be replanted or removed from the front porch or front stoop.

I. Inventory Guidelines

1. Refer to Appendix D for complete list of inventory items and their related approval processes.

V. VEHICLE AND PARKING POLICY

- A. **Speed.** Inside the property, a speed limit of 15 miles per hour will be observed unless otherwise posted.
- B. **Repairs.** Repairs, restoration, or maintenance (including oil changes) of vehicles is prohibited on driveways, the private streets, and in off-street parking areas, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.
- C. **Proper Placement.** No vehicle, including motorcycles, may be driven, parked, or placed anywhere on the Property except in designated areas. Each vehicle must be parked straight-in (not angled or sideways), so that it does not occupy more than one parking space. Motorcycles may not be chained to buildings, fences, or any other part of the Property, unless designated for that purpose.
- D. **Nuisances.** Each vehicle must be muffled and must be maintained and operated to minimize noise, odor, and oil emissions. The use of car horns on the Property is discouraged. No vehicle may be kept on the Property if the Board deems it to be unsightly, inoperable, inappropriate, or otherwise in violation of these Rules.
- E. **Private Fire Lanes/Obstructions.** No parking is permitted along the Sibley Drive or Sibley Lane, except in designated off-street parking areas. All streets, roadways, and cul-de-sacs in the Property are private fire lanes and utility easements on which parking of vehicles is prohibited at all times. Allowances are made for service vehicles parked for no longer than two hours. No vehicle may be parked in a manner that impedes or prevents ready access to the Property driveways or parking spaces. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard. No vehicle may be parked, even temporarily, in spaces reserved for others, in fire lanes, or in any area designated as “No Parking.”
- F. **Garages & Driveways.** Because of the lack of street parking and shortage of off-street parking, it is imperative that each Resident maintain his unit’s vehicle parking areas as such. A Resident with a car must use his garage and/or driveway for the routine parking of at least one and up to four operable vehicle(s). No garage may be enclosed or used for any purpose that prevents the parking of the maximum number of vehicles for which it was constructed. Garage doors must be kept closed at all times when not in use, or when entering or exiting. Driveways may not be used for storage of inoperable vehicles or any other items.
- G. **Visitor Spaces.** The use of unassigned and visitor parking spaces is for temporary visitors only. The unassigned and visitor parking spaces may not be used for storage of vehicles or used consistently by the same vehicle, guest or otherwise. A vehicle may not park for more than 48 consecutive hours without prior approval. No long term visitor parking is permitted. The Board of Directors reserves the right to give variance for special circumstances. The following hours are designated for guest parking spaces (excluding properly tagged vehicles in the handicapped parking space): 8AM –

Midnight – Visitors only. Midnight – 8AM – Open parking.

- H. **Violations.** A vehicle in violation of these Rules may be fined, stickered, wheel-locked, towed, or otherwise removed from the Property by the Board at the expense of the vehicle's owner. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations.

VI. PETS

- A. **Permitted Pets.** A Resident may not keep or permit on the Property a pet or animal of any kind, at any time, except as permitted by these Rules and the Documents. Subject to these Rules, a Resident may keep in his Unit customary domesticated house pets, such a domesticated dogs, cats, caged birds, and aquarium fish.
- B. **Prohibited Animals.** No Resident may keep a dangerous or exotic animal, trained attack dog, or any other animal deemed by the Board to be a potential threat to the well-being of people or other animals. No animal or house pet may be kept, bred, or maintained for any commercial purpose.
- C. **Indoors/Outdoors.** A permitted pet must be maintained inside the Unit, and may not be left unattended on a patio or balcony or in a fenced yard area. No pet is allowed on General Common Elements unless carried or leashed. No pet may be leashed to a stationary object on the Common Elements.
- D. **Limited Dog Privilege.** Dogs may be kept in fenced yards during the day only provided that they do not disturb or annoy people on the Property. The Board is the sole arbiter of what constitutes a disturbance or a n n o y a n c e . If the Board determines that a dog disturbs people, the Board may permanently revoke the privilege of keeping the dog in the fenced yard. Thereafter, the dog must be maintained inside the Unit. This privilege may be extended to domestic pets that are physically incapable of climbing the fence or leaving the fenced yard.
- E. **Disturbance.** Pets must be kept in a manner that does not disturb another Resident's rest of peaceful enjoyment of his Unit or the Common Elements. No pet may be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time.
- F. **Damage.** Resident is responsible for any property damage, injury or disturbance his pet may cause or inflict. Resident must compensate any person injured by his pet. A Resident who keeps a pet on property is deemed to indemnify and agrees to hold harmless the Board, the Association, and other Owners and Residents, from any loss, claim, or liability of any kind or character whatever resulting from any action of his pet arising by reason of keeping or maintaining the pet on the Property.
- G. **Waste Removal.** Resident is responsible for the removal of his pet's waste from the Common Elements. Two pet waste stations have been located on the property, near the mailboxes and at the south end of Sibley Lane. The Board may levy a fine against a Unit and its Owner each time feces are discovered on the Common Elements and attributed to an animal in the custody of that Unit's Resident.
- H. **Pet Removal.** If a Resident or his pet violates these Rules, or if a pet creates a nuisance, odor, unreasonable disturbance, or noise, the Resident or person having control of the

animal may be given a written notice by the Board to correct the problem. If the problem is not corrected within the time specified in the notice (not less than 10 days), the Resident, upon written notice from the Board, may be required to remove the animal(s). Each Resident agrees to permanently remove his violating animal from the Property within 10 days after receipt of a removal notice from the Board.

VII. COMMUNITY ETIQUETTE

- A. **Courtesy.** Each Resident will endeavor to use his Unit and the Common Elements in a manner calculated to respect the rights and privileges of other Residents of the Property.
- B. **Annoyance.** A Resident will avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other Residents or their guests, or the Association's employees and agents.

NOT SOUNDPROOFED

The Units are not soundproofed, and some noise transmission between adjoining Units is possible. Reasonable people may disagree about "customary" noise levels and what constitutes a "disturbance." Persons who are hyper-sensitive to noise may be required to tolerate a degree of noise transmission.

- C. **Noise and Odors.** Each Resident must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb Residents of other Units. The following are expressly prohibited: (1) installing speakers, subwoofers, or other noise or vibration emitting equipment in or on a party wall (a wall between 2 Units); (2) creating any protrusion in a party wall (a wall between 2 Units), through which sound may more easily transfer, (3) mounting a speaker in a ceiling at a point that is less than 3 feet from a party wall; and (4) loud vocalizations and boisterous conduct on Common Elements.

VOLUME CONTROL

Although music is a universal language, not one type or volume of music is universally loved. Please be mindful of your neighbors' needs for quiet time at home.

- D. **No Alcohol.** Alcohol may not be served or consumed in or on the General Common Elements of the Property.
- E. **Parties.** In planning private social functions at the Property, a Resident should be aware of the potential consequences on the Property's parking resources and on the sensibilities of other Residents. A Resident intending to use his Unit for a party or other activity that may be expected to produce a higher-than-customary level or duration of noise or other disturbance will make a diligent effort to give Residents of adjoining Units timely prior notice of the event, as a courtesy. If the event is expected to attract 20 or more guests to the Property, the Resident will also give the Board timely prior written notice of the event.

- F. **Reception Interference.** Each Resident will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on the Property.

VIII. ARCHITECTURAL REVIEW AND RESIDENTIAL PROPERTY OWNER REQUIREMENTS

The architectural review process has been established to maintain the integrity of the architectural and design character the community. To this end, the Reviewing Entity will review all proposed additions, improvements or alterations on homes for conformity with the Rules and Regulations. The Declaration sets forth provisions with respect to the review process, including possible delegation of certain review functions to the Modifications Committee and ultimate transfer of the review function to that committee at the end of the Development Period. Until such transfer, any and all approval or denial rights rest with the Association and each such approval or denial will be in writing. In the event certain review functions are delegated to the Modifications Committee, the Association reserves the right during the Development Period to withhold approval even if granted by the Modifications Committee.

- A. **Residential Property Owners.** Homeowners are required to submit plans to, and receive written approval from, the Reviewing Entity prior to performing (1) additions, alterations, or modifications to existing homes/decks, (2) exterior painting, (3) landscaping, (4) the installing of fences, (5) any exception to or deviation from the Rules and Regulations, or (6) any concrete work, ancillary equipment, signage, and any and all other such on-site improvements not listed in the Rules and Regulations. However, it shall be the responsibility of all Homeowners to comply with all standards and guidelines of Article II of these Rules and Regulations, as well as all requirements of the Declaration.

IX. NON-LIABILITY FOR APPROVAL OF PLANS

- A. The Declaration contains a disclaimer by the Declarant, the Homeowners Association, and the Modifications Committee of liability or responsibility for the approval of plans and specifications contained in any request by a Homeowner.

X. ENFORCEMENT OF INSTRUMENTS

The Declaration describes scope of authority of the Homeowners Association, including the review and determination of alleged violations by Homeowners and Residents, execution of certain remedies, and recommendations to the Board of Directors of the Homeowners Association for further action. The Declarant or the Homeowners Association may execute certain remedies as provided for in the Declaration.

- A. **Non-compliance by Homeowner.** The Declaration describes the Homeowners Association's right to require the Homeowner to remedy any non-compliance. The Homeowners Association will deliver written notice to the noncompliant Member of the specific nature of the violation and the action necessary by the Member to cure the violation. Any member in receipt of such notice shall have (10) days thereafter or such longer time as the Board of Directors shall determine in its sole discretion to cure the specified violation. After the expiration of the cure period described above, the Member shall incur a Specific Assessment for each day that the violation has not been cured by the action described in the notice from the Homeowners Association.

- B. **Appeal of Decision.** Any Homeowner, lessee, or other resident aggrieved by a decision of the Reviewing Entity may appeal such decision. An appeal shall be considered only if the appellant has modified the requested action or has new information that would, in the Homeowners' Association's opinion, warrant a reconsideration.

XI. CHANGES AND AMENDMENTS TO THE RULES AND REGULATIONS

The Rules and Regulations may be amended as follows:

- A. Changes to these Rules and Regulations shall be approved by the Board of Directors of the Homeowners Association and/or the Modifications Committee. Additionally, any Homeowner may submit to the Board of Directors proposed changes to these Rules and Regulations for review and consideration.
- B. Any Modifications Committee recommendation to amend the Rules and Regulations shall be approved by two-thirds (2/3rds) of the Committee members and be forwarded to the Board of Directors for consideration.
- C. If the Board of Directors approves the proposed amendment, it shall become an amendment to the Rules and Regulations.
- D. All amendments shall become effective upon adoption by the Board of Directors. Such amendments shall not be retroactive to previous work or approved work in progress.
- E. In no way shall any amendment to the Rules and Regulations change, alter or modify any provision of the Declaration, any Supplemental Declaration or the Articles or Bylaws of the Homeowners Association.

XII. ASSESSMENT COLLECTION POLICY

- A. Prompt payment of assessments by all Owners is critical to the financial health of the Association and to the enhancement of the property values. Your Board of Directors takes very seriously its obligation under the Declaration of Covenants, Conditions and Restrictions (CC&R's). It is the owner of record's responsibility to pay each assessment in full each month regardless of whether a statement is received.
- B. Coupon books are mailed in December for the upcoming year.
- C. Interest (and/or late fee) is charged to Owner's account per the Covenants.
- D. When payments are thirty (30) days past due, a delinquency letter will be sent. Owners must pay immediately to avoid additional collection charges and placement of a lien on their property. Association privileges such as use of amenities, voting, gate remote usage, utilities, etc. may be denied if account is not current, per the governing documents.
- E. If payment is not received within ninety (90) days of the due date, a lien will be filed by the attorney's office. The cost of filing the lien will be added to the Owner's account along with a \$75 Management Collection Fee.
- F. If applicable, in addition to the notice of lien, a warning of suit may be sent to the Owner, once approved by the Board of Directors. Additional legal fees will be added to the Owner's account.
- G. If payment is not received within thirty (30) days from the warning of suit letter, a lawsuit may be filed. The base cost of initiating a lawsuit can range from \$650.00 dollars to \$1,500.00 dollars. This and any additional legal fees/costs that are incurred by the Association will be added to the Owner's account.
- H. Any fines/interest payments/legal fees, etc. are applied to your account in the following sequence: 1) Legal Fees 2) Late Fees 3) Interest 4) Special Assessments 5) Regular assessments and/or dues.

Note:

- a) Non-payment of assessments could result in legal action which may include garnishment of wages, bank accounts or other legal action to the full extent of the law.
- b) The Board of Directors reserves the right to use a collection agency. This agency may report the debt to the credit reporting agencies which will have an adverse effect on your credit rating.
- c) If you have multiple accounts within one or more associations, you must send separate payments for each account noting the appropriate account number and amount for each of the accounts. Do not send one payment for more than one account. If a single payment for more than one account is received and a transfer must be made, there will be a \$25.00 transfer fee placed on the account the money is transferred into.
- d) Returned checks for any reason will result in a charge to the homeowner's account.

- e) The Board of Directors reserves the right to proceed with collections without following each step outlined above.

XIII. SCHEDULE OF FINES

- A. Article IV, Section 4 of the Bylaws of Buckhead Park at Lenox Townhome Association, Inc. grants the Board of Directors the power to conduct Association business and, to protect community harmony by providing guidelines and a procedure for addressing conditions that disrupt that harmony.
- B. The Board of Directors is authorized to enforce timely assessment payments from owners, as well as compliance with the Rules and Regulations and other policies enacted in accordance with the governing documents by assessing monetary penalties against owners, their guests, family and renters who are in violation.
- C. Fines for specific offenses are:

Schedule of Fines

	1ST OCCURRENCE after violation letter	EACH ADDITIONAL SITED OCCURRENCE
*ANY ONGOING VIOLATION	\$25 per day	\$50 per occurrence (Cap at \$300 monthly)
ATTORNEY FEES	Collection Policy	Collection Policy
*EXCESSIVE NOISE	\$25 per occurrence	\$50 per occurrence (Cap at \$300 monthly)
INTEREST CHARGE	Collection Policy	Collection Policy
LATE PAYMENTS	Collection Policy	Collection Policy
NSF CHECKS	Collection Policy	Collection Policy
*PARKING	\$25 per day	\$50 per occurrence and/or towing
*PET WASTE	\$25 per day	\$50 per occurrence (Cap at \$300 monthly)
*LEASE RENTAL	\$25 per day	\$300 per day (No Cap monthly)

*Violation warning letters will precede any assessment of fines. If the violation is corrected within the terms of the letter, no fine will be assessed.

- F. Notwithstanding the notice and hearing requirement, the Board may take immediate action, without giving the notices required in Article IV, Section 4, against violations of the Documents which, in the Board’s opinion, are (1) self-evident, such as vehicles parked illegally (2) threatening to life or property or (3) repeat violations of the same provision by the same Owner to whom prior notices and demands have been given for the same violation. Further, the provisions of Article IV, Section 4 do not apply to specific remedies provided in the Documents for certain violations, such as nonpayment of Assessments.

APPENDIX A

STATUES AND ARTIFACTS

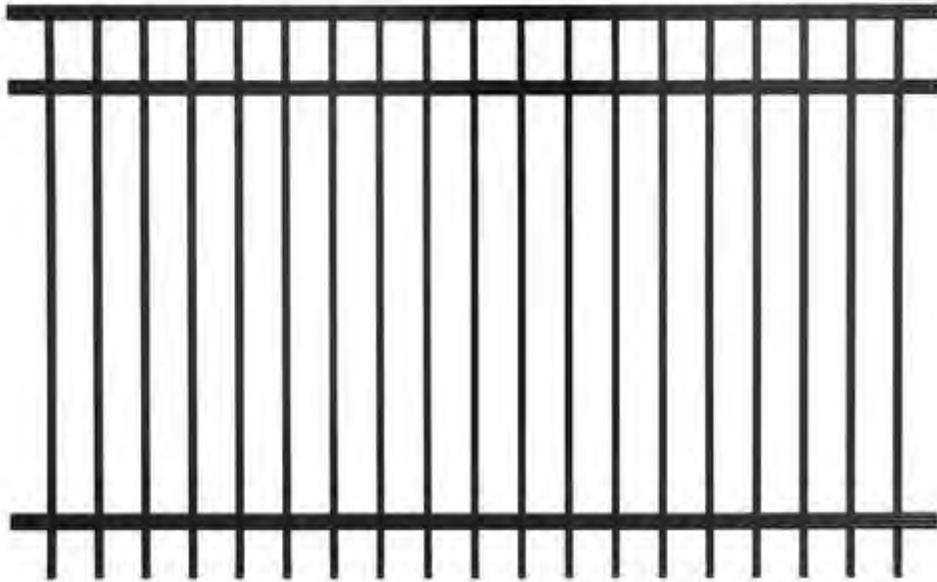
Statue and artifact guidelines constitute an addition to, and not an exclusion of, the guidelines referenced in Section IV, C, above.

A. TERMS/DEFINITIONS

1. Artifact: Shall include but not be limited to the following:
 - a. Clay, masonry, metal or wooden objects including but not limited to birdbaths, animals, cutout objects, and planters. Artifacts may not exceed four feet (4') in height. Pots made from traditional garden materials are encouraged. The Reviewing Entity reserves the right to limit the number of artifacts, type of artifact and location.
2. Statues:
 - a. Clay, masonry, metal, or wood statuary, including human figurines, animals, religious figures, etc. Statues may not exceed four feet (4') in height. The Reviewing Entity reserves the right to limit the number of statues, type and location.
 - b. No ornaments or statuary shall be attached to the home (with the exception of seasonal decorations as outlined above) without the prior written authorization of the Reviewing Entity.
3. Bird Feeder:
 - a. Up to one (1) Bird feeder not exceeding the roof eave in height may be permitted in the rear yard easement area. Installation on perimeter walls and under/on house eaves is not allowed. Multiple bird dwellings, e.g. bird coops, are not allowed.

Appendix C

**FENCE OPTION EXTERIOR LOTS ONLY
REAR SECTION OF FENCE**



Appendix D

Inventory Approval Guidelines

ADDITIONS/ ALTERATION	NOT PERMITTED	REQUIRES APPROVAL	NO APPROVAL REQUIRED	CONDITIONS
Artificial Flowers	X			
Awnings	X			
BB Goal Perm.	X			
BB Goal Portable			X	Store in garage when not in use.
Boats	X			
Commercial Vehicles			X	Follow CCR and Rules and Regs
Dog Houses	X			
Dog Kennel	X			
Ext. Front Lighting/Landscape	X			
Fences			X	Follow CCR and Rules and Regs
Flags (size & location)		X		Follow CCR and Rules and Regs
Decorative/School			X	Follow CCR and Rules and Regs
American			X	Follow CCR and Rules and Regs
Flower Pots			X	Follow CCR and Rules and Regs
Front Door Décor			X	Should not exceed 30"
Furniture (chairs on porch)	X			
Hot Tubs	X			
Landscape Borders (front)	X			
Landscape Bedding (front)	X			
Mulch	X			
Pine Straw	X			
Landscape Rocks (front)	X			
White Rocks (front)	X			
Grey Rocks (front)	X			
River Rocks (front)	X			
Mailbox Repaint/Replace	X			
Play Equipment (front)	X			
Ponds	X			
Pools	X			
Reflectors at Drive	X			
Satellite Dishes		X	X	Back yard only. Or approval
Screened deck and/or patio		X		
Sheds	X			
Signs (for rent or sale)			X	Follow CCR and Rules and Regs
Signs/Plaques on House	X			
Spotlights	X			
Statuary Back Yd.			X	Follow CCR and Rules and Regs
Statuary Front Yd.	X			
Statuary on Porch (front)	X			
Storms Doors			X	Follow CCR and Rules and Regs
Trailers	X			
Trampolines	X			
Trellises (front)	X			
Window Boxes	X			
Window Coverings (interior)			X	Follow CCR and Rules and Regs
Window Fans/A/C's	X			

RESOLVED AND ADOPTED by the Board of Directors of the Buckhead Park at Lenox Townhome Association, Inc. and entered into the Association records this 17th day of November, 2015.

Buckhead Park at Lenox Townhome Association, Inc.

By:



Todd Lacey, President

Attest: 

Leo Guerrero, Secretary

BYLAWS
OF
BUCKHEAD PARK AT LENOX TOWNHOME ASSOCIATION, INC.

ARTICLE I
OFFICE

The Buckhead Park at Lenox Townhome Association, Inc. (the "Association") shall at all times maintain a registered office in the State of Georgia and a registered agent at that address. The Association may also have such other offices as the Board of Directors shall determine.

ARTICLE II
DEFINITIONS

Unless the context requires otherwise, the terms defined in the Declaration of Covenants and Restrictions for Buckhead Park at Lenox Townhome Association, Inc., recorded in the Office of the Clerk of the Superior Court of Fulton County, Georgia (the "Declaration", the Declaration being incorporated herein in its entirety) shall have the same meanings for purposes of these Bylaws as are ascribed to them in the Declaration.

ARTICLE III
MEMBERS

Section 3.1. Membership. The Association shall have two classes of membership, Class A and Class B, which classes of membership shall have the rights conferred upon them by the Declaration and the Articles of Incorporation of the Association, and these Bylaws.

Section 3.2. Annual Meeting. A meeting of the members of the Association shall be held annually at such time and place on such date as the Board of Directors shall determine from time to time.

Section 3.3. Special Meetings. Special meetings of the members of the Association (each, a "Member" and collectively, the "Members") may be called at any time by the President (as hereinafter defined) of the Association. Additionally, it shall be the duty of the President to call a special meeting of the Members upon being presented with a written request to do so signed (i) by a majority of the members of the Board of Directors, or (ii) after the termination of the Class B membership, by the Members entitled to cast no less than forty percent (40%) of the total vote of the Association.

Section 3.4. Notice of Meetings. It shall be the duty of the Secretary (as hereinafter defined) of the Association to give a notice to each Member of each meeting of the Members

within the time limits required by Section 14-3-705 of the Georgia Nonprofit Corporation Code. Each notice of a meeting shall state the purpose thereof as well as the time and place where it is to be held.

Section 3.5. Quorum. A quorum shall be deemed present throughout any meeting of the Members until adjourned if Members, in person or by proxy, entitled to cast more than one-fourth (1/4) of the votes of the Association are present at the beginning of such meeting.

Section 3.6. Voting. On all matters upon which the Members are entitled to vote, each Member shall be entitled to cast one (1) vote for each Townhome in which he shall own of record a fee interest or an undivided fee interest. In no event, however, shall more than one vote be cast with respect to any Townhome.

During any period in which a Member shall be in default in the payment of any amount due and owing to the Association, the vote which is allocated to any Townhome in which such Member owns a fee interest shall not be counted for any purpose.

Section 3.7. Adjournments. Any meeting of the Members, whether or not a quorum is present, may be adjourned by the holders of a majority of the votes represented at the meeting to reconvene at a specific time and place. It shall not be necessary to give any notice of the reconvened meeting, if the time and place of the reconvened meeting are announced at the meeting which was adjourned. At any such reconvened meeting at which a quorum is represented or present, any business may be transacted which could have been transacted at the meeting which was adjourned.

ARTICLE IV DIRECTORS

Section 4.1. Number. The number of members of the Board of Directors shall be three (3). From and after the election of the first Board of Directors to be elected by the Class A Members, the Board of Directors shall continue to consist of three (3) members.

Section 4.2. Appointment and Election. Until the termination of the Class B membership, as provided in the Declaration and the Articles of Incorporation of the Association, the members of the Board of Directors shall be elected annually by the Class B Member.

From and after the termination of the Class B membership, as provided in the Declaration and the Articles of Incorporation of the Association, the members of the Board of Directors (except for the members of the first Board of Directors to be elected after the termination of the Class B membership) shall be elected at each annual meeting of the Members of the Association and shall serve for a term of one year and until their successors are elected.

Each Member entitled to vote shall be entitled to cast one (1) vote for each Townhome owned by such Member for each directorship to be filled on the Board of Directors. Cumulative

voting shall not be permitted. The candidates receiving the most votes shall be elected.

Section 4.3. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining members of the Board of Directors, though less than a quorum of the Board of Directors.

Section 4.4. Duties and Powers. Except as specifically provided otherwise in the Georgia Nonprofit Corporation Code, the Declaration, the Articles of Incorporation of the Association or these Bylaws, the powers inherent in or expressly granted to the Association may be exercised by the Board of Directors, acting through the officers of the Association, without any further consent or action on the part of the Members. The Board of Directors shall also have the responsibility of discharging all of the duties imposed upon the Board of Directors under the terms and provisions of the aforesaid instruments.

Without limiting the generality of the provisions of this Section 4.4, the Board of Directors shall have the following specific powers:

(a) To suspend the membership rights of any Member of the Association, including the right to vote and use the Association Property and the facilities located thereon, during the period of time such Member shall be delinquent in the payment of any assessment, assessment installment, or any other amount or amounts as shall be due and payable to the Association, or shall fail to comply with or abide by any rule or regulation adopted by the Board of Directors in regard to the Association Property; and

(b) To enter into management agreements for the Association.

Section 4.5. Regular Meetings. Until such time as the Class B membership shall terminate, the Board of Directors shall not be required to hold regular meetings and the Board of Directors shall meet as often as the President shall determine. Thereafter, the Board of Directors shall meet no less frequently than once every six months.

Section 4.6. Special Meetings. Special Meetings of the Board of Directors may be called at any time by the President, or by any two (2) members of the Board of Directors, on two (2) days' notice to each member of the Board of Directors, which notice shall specify the time and place of the meeting. Notice of any such meeting may be waived by an instrument in writing executed before or after the meeting. Attendance in person at any meeting shall constitute a waiver of notice thereof.

Section 4.7. Compensation. No fee or compensation shall be paid by the Association to the members of the Board of Directors for their services in said capacity unless such fee or compensation is approved by a majority of the votes of the Members cast at a duly convened meeting thereof, and in no event shall any member of the Board of Directors receive any compensation from the Association for serving as a member of the Board of Directors prior to the termination of the Class B membership. The Board of Directors shall be entitled in all events, however, to reimbursement for reasonable expenses incurred by them in the performance of their duties.

ARTICLE V
OFFICERS

Section 5.1. General Provisions. The officers of the Association shall consist of a "President", a "Vice President", a "Secretary" and a "Treasurer". In addition, the Association shall have such other officers as the Board of Directors shall deem to be desirable in connection with the administration of the affairs of the Association. Any two or more offices may be held by the same persons, except the offices of President and Secretary.

Section 5.2. Appointment. All of the officers of the Association shall be appointed by, and shall serve at the pleasure of, a majority of the members of the Board of Directors.

Section 5.3. President. The President shall be the chief executive officer of the Association, and shall preside at all meetings of the Members and of the Board of Directors. The President shall manage, supervise and control all of the business and affairs of the Association, and shall have all of the powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code.

Section 5.4. Vice-President. The Vice President shall perform the duties of the President whenever the President shall be absent or unable to perform such duties. If neither the President nor the Vice-President shall be able to perform such duties, the Board of Directors shall appoint one of their members to act in the place of the President on an interim basis. The Vice-President shall also perform such other duties as the President may delegate to him from time to time.

Section 5.5. Secretary. The Secretary (a) shall attend all meetings of the Members and of the Board of Directors and shall keep the minutes thereof, (b) shall be responsible for the preparation and giving of all notices which are required to be given by the Declaration and these Bylaws, (c) shall be the custodian of the books and records of the Association, (d) shall keep a register of the addresses of each member of the Association, and (e) shall perform such other duties as are incident to the office of the secretary of a corporation organized under the Georgia Nonprofit Corporation Code.

Section 5.6. Treasurer. The Treasurer shall be charged with the management of the financial affairs of the Association, and shall keep full and accurate financial records and books of account showing all receipts and disbursements and of the Association, and shall prepare all required financial data. The Treasurer shall also perform all of the duties which are incident to the office of the treasurer of a corporation organized under the Georgia Nonprofit Corporation Code.

Section 5.7. Compensation of Officers. The officers of the Association shall be entitled to the payment of such compensation as shall be approved by two-thirds (2/3) of the total members of the Board of Directors; provided, however, that prior to the termination of the Class B membership, in no event shall any officer receive any compensation from the Association for

serving in such capacity.

ARTICLE VI MISCELLANEOUS

Section 6.1. Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 6.2. Certain Notices. Any Member who shall sell or lease any Townhome in which he has a fee or undivided fee interest shall promptly give the Secretary a written notice of such sale or lease, which notice shall also set forth the name and address of such purchaser or lessee. The address so furnished for such purchaser or lessee shall be the address to which the Secretary shall send any notices to be sent to such purchaser or lessee, until such purchaser or lessee shall furnish the Secretary with another address for such purpose.

ARTICLE VII AMENDMENTS

These Bylaws may be amended only in accordance with the following procedure: the Board of Directors shall first adopt a resolution proposing the amendment and recommending its adoption by the Members. Such proposed amendment shall then be presented to the Members at a meeting thereof duly called and held for the purpose of considering such proposed amendment. If such proposed amendment is approved by at least two-thirds (2/3) of the votes cast at such meeting, such amendment shall become effective.

ARTICLE VIII INDEMNIFICATION

Each person who is or was a member of the Board of Directors or an officer of the Association shall be indemnified by the Association against those expenses (including attorneys' fees) judgments, fines and amounts paid in settlement which are allowed to be paid or reimbursed by the Association under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any action, suit, or proceeding, pending or threatened, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of the Association. Such indemnification shall be made only in accordance with the laws of the State of Georgia and subject to the conditions prescribed therein.

In any instance where the laws of the State of Georgia permit indemnification to be provided to persons who are or have been an officer or director of the Association only on a determination that certain specified standards of conduct have been met, upon application for indemnification by any such person the Association shall promptly cause such determination to be made (i) by the Board of Directors by majority vote of a quorum consisting of members of the Board of Directors not at the time parties to the proceeding; (ii) if a quorum cannot be obtained

by majority vote of a committee duly designated by the Board of Directors (in which designation members of the Board of Directors who are parties may participate), consisting solely of two or more members of the Board of Directors not at the time parties to the proceeding; (iii) by special legal counsel selected by the Board of Directors or its committee in the manner prescribed in (i) or (ii), or if a quorum of the Board of Directors cannot be obtained under (i), and a committee cannot be designated under (ii), selected by majority vote of the full Board of Directors (in which selection members of the Board of Directors who are parties may participate); or (iv) by the Members, but Members who are also directors who are at the time parties to the proceeding may not vote on the determination.

As a condition to any such right of indemnification, the Association may require that it be permitted to participate in the defense of any such action or proceeding through legal counsel designated by the Association and at the expense of the Association.

The Association may purchase and maintain insurance on behalf of any such persons whether or not the Association would have the power to indemnify such officers and directors against any liability under the laws of the State of Georgia. If any expenses or other amounts are paid by way of indemnification, other than by court order, action by the Members or by an insurance carrier, the Association shall provide notice of such payment to the Members in accordance with the provisions of the laws of the State of Georgia.

[END OF BYLAWS]