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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

FOR

**THE FARM AT KENNESAW MOUNTAIN
COMMUNITY ASSOCIATION**

Table of Contents

1.1.	"ARB"	1
1.2.	"Area of Common Responsibility"	1
1.3.	"Articles of Incorporation" or "Articles"	2
1.4.	"Association"	2
1.5.	"Board of Directors" or "Board"	2
1.6.	"Builder"	2
1.7.	"By-Laws"	2
1.8.	"Class "B" Control Period"	2
1.9.	"Common Area"	2
1.10.	"Common Expenses"	2
1.11.	"Community-Wide Standard"	3
1.12.	"Cost Sharing Agreement"	3
1.13.	"Days"	3
1.14.	"Declarant"	3
1.15.	"Design Guidelines"	3
1.16.	"Development Period"	3
1.17.	"General Assessment"	4
1.18.	"Governing Documents"	4
1.19.	"Lot"	4
1.20.	"Majority"	4
1.21.	"Master Plan"	4
1.22.	"Member"	5
1.23.	"Mortgage"	5
1.24.	"Mortgagee"	5
1.25.	"Owner"	5
1.26.	"Person"	5
1.27.	"Private Streets"	5
1.28.	"Properties"	5
1.29.	"Public Records"	5
1.30.	"Special Assessment"	5
1.31.	"Specific Assessment"	5
1.32.	"Supplemental Declaration"	6
ARTICLE 2: PROPERTY RIGHTS		6

2.1.	Common Area.....	6
2.2.	Private Streets.....	7
2.3.	No Partition.....	8
2.4.	Condemnation.....	8
ARTICLE 3: MEMBERSHIP AND VOTING RIGHTS.....		8
3.1.	Membership.....	8
3.2.	Voting.....	9
ARTICLE 4: RIGHTS AND OBLIGATIONS OF THE ASSOCIATION.....		10
4.1.	Function of Association.....	10
4.2.	Personal Property and Real Property for Common Use.....	10
4.3.	Enforcement.....	11
4.4.	Implied Rights; Board Authority.....	13
4.5.	Indemnification.....	13
4.6.	Dedication of or Grant of Easements on Common Area.....	14
4.7.	Security.....	14
4.8.	Provision of Services.....	15
ARTICLE 5: MAINTENANCE.....		15
5.1.	Association's Responsibility.....	15
5.2.	Owner's Responsibility.....	17
5.3.	Standard of Performance.....	18
ARTICLE 6: INSURANCE AND CASUALTY LOSSES.....		18
6.1.	Association Insurance.....	18
6.2.	Owners' Insurance.....	22
ARTICLE 7: ANNEXATION AND WITHDRAWAL OF PROPERTY.....		22
7.1.	Annexation by Membership.....	22
7.2.	Amendment.....	23
ARTICLE 8: ASSESSMENTS.....		23
8.1.	Creation of Assessments.....	23
8.2.	Computation of General Assessments.....	24
8.3.	Reserve Budget.....	25
8.4.	Special Assessments.....	26
8.5.	Specific Assessments.....	26
8.6.	Lien for Assessments.....	27
8.7.	Date of Commencement of Assessments.....	28
8.8.	Failure to Assess.....	28

8.9.	Exempt Property.....	28
8.10.	Capitalization of Association.....	29
8.11.	Default Interest Rate: NSF Checks: Late Fees.....	29
ARTICLE 9: ARCHITECTURAL STANDARDS.....		29
9.1.	General.....	29
9.2.	Architectural Review.....	30
9.3.	Guidelines and Procedures.....	31
9.4.	Architect, Builder and General Contractor Approval.....	32
9.5.	Specific Guidelines and Restrictions.....	33
9.6.	No Waiver of Future Approvals/Exclusive Builders.....	36
9.7.	Variance.....	37
9.8.	Limitation of Liability.....	37
9.9.	Enforcement.....	37
ARTICLE 10: USE RESTRICTIONS.....		38
10.1.	General.....	38
10.2.	Rules and Regulations.....	38
10.3.	Occupants Bound.....	39
10.4.	Leasing.....	39
10.5.	Residential Use.....	39
10.6.	Occupancy of Unfinished Dwelling.....	40
10.7.	Vehicles.....	40
10.8.	Private Streets.....	41
10.9.	Use of Common Area.....	41
10.10.	Impairment of Dwellings and Easements.....	41
10.11.	Animals and Pets.....	42
10.12.	Nuisance.....	42
10.13.	Storage of Garbage Cans, Etc.....	43
10.14.	Combustible Liquid.....	43
10.15.	Subdivision of Lot.....	43
10.16.	Sight Distance at Intersections.....	44
10.17.	Drainage and Grading.....	44
10.18.	Irrigation.....	45
ARTICLE 11 EASEMENTS.....		45
11.1.	Easements of Encroachment.....	45
11.2.	Easements for Utilities, Etc.....	46

11.3.	Easements to Serve Additional Property.....	47
11.4.	Easement for Entry.....	47
11.5.	Easements for Maintenance and Enforcement.....	48
11.6.	Easements for Private Streets.....	48
11.7.	Lateral Support.....	48
11.8.	Liability for Use of Easements.....	48
ARTICLE 12: MORTGAGEE PROVISIONS.....		48
12.1.	Notices of Action.....	49
12.2.	No Priority.....	49
12.3.	Notice to Association.....	49
12.4.	Failure of Mortgagee to Respond.....	49
12.5.	Construction of Article 12.....	50
ARTICLE 13: DECLARANT'S RIGHTS.....		50
13.1.	Transfer or Assignment.....	50
13.2.	Development and Sales.....	50
13.3.	Improvements to Common Areas.....	50
13.4.	Additional Covenants.....	50
13.5.	Right of Class "B" Member to Disapprove Actions.....	51
13.6.	Amendments.....	52
ARTICLE 14: GENERAL PROVISIONS.....		52
14.1.	Duration.....	52
14.2.	Amendment.....	53
14.3.	Severability.....	54
14.4.	Dispute Resolution.....	54
14.5.	Litigation.....	55
14.6.	Non-Merger.....	55
14.7.	Grants.....	55
14.8.	Cumulative Effect: Conflict.....	56
14.9.	Use of the "The Farm at Kennesaw Mountain" Name and Logo.....	56
14.10.	Compliance.....	56
14.11.	Notice of Sale or Transfer of Title.....	56
14.12.	Exhibits.....	57
ARTICLE 15: RIGHT OF FIRST REFUSAL AND RIGHT TO REPURCHASE.....		57
15.1.	Right of First Refusal.....	57
15.2.	Right to Repurchase.....	58

15.3.	Declarant's Exercise of Repurchase Right.....	59
15.4.	Repurchase Price.....	59
15.5.	Repurchase Closing.....	59
15.6.	Subdivision of Lot.....	60
15.7.	Subordination to Mortgages.....	60
15.8.	Expiration.....	61

TABLE OF EXHIBITS

- "A" Legal Description of Property Subject to Declaration
- "B" Master Plan
- "C" By-Laws
- "D" Design Guidelines for New Construction and Modifications in The Farm at Kennesaw Mountain

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE FARM AT KENNESAW MOUNTAIN**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("**Declaration**"), is made as of the date set forth on the signature page hereof by Farm at the Retreat, LLC, a Georgia limited company (the "**Declarant**").

Declarant is the owner of the real property described on Exhibit "A", which is attached hereto and incorporated herein by this reference (the "**Properties**"). This Declaration imposes upon the Properties mutually beneficial restrictions under a general plan of improvement for the benefit of the owners of each portion of the Properties and establishes a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the Properties. In furtherance of such plan, this Declaration provides for the creation of The Farm at Kennesaw Mountain Community Association, Inc. (the "**Association**"), to own, operate and maintain certain Common Areas, hereinafter defined, and to administer and enforce the provisions of this Declaration, the By-Laws and the Design Guidelines (capitalized terms are defined in Article 1 below).

Declarant hereby declares that all of the property described on Exhibit "A" shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants and conditions, all of which shall run with the title to the Properties subjected to this Declaration. This Declaration shall be binding upon all parties having any right, title or interest in or to all or any portion of the Properties, including their heirs, successors, successors-in-title and assigns, and this Declaration and the easements, restrictions, covenants and conditions shall inure to the benefit of each owner of any portion of the Properties.

ARTICLE 1: DEFINITIONS

The terms in this Declaration and the exhibits to this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

1.1. "ARB": The Architectural Review Board, as described in Section 9.2.

1.2. "Area of Common Responsibility": The Common Area, as hereafter defined, together with any additional areas, if any, for which the Association has or hereafter assumes responsibility pursuant to the terms of this Declaration, any Supplemental Declaration, any Cost

Sharing Agreement, or other applicable covenant, contract or agreement.

1.3. "Articles of Incorporation" or "Articles": The Articles of Incorporation of The Farm at Kennesaw Mountain Community Association, Inc., as filed and as amended from time to time with the Secretary of State of the State of Georgia.

1.4. "Association": The Farm at Kennesaw Mountain Community Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

1.5. "Board of Directors" or "Board": The body responsible for administration of the Association, selected as provided in the Association's Governing Documents, hereafter defined.

1.6. "Builder": Any Person who purchases one (1) or more Lots for the purpose of constructing improvements for later sale to consumers or who purchases one (1) or more parcels of land within the Properties for further subdivision, development and/or resale in the ordinary course of such Person's business, or who enters into a construction contract with an Owner of a Lot for the construction of a home. Any Person owning a Lot shall cease to be considered a Builder with respect to such Lot immediately upon issuance of a certificate of occupancy for the improvements on the Lot for residential purposes and occupancy of same by said Person, notwithstanding that such Person originally purchased the Lot for the purpose of constructing improvements for later sale to a consumer. Declarant hereby appoints Bonner Custom Homes, L.P., a Georgia limited partnership, and Cooper Jones, LLC, a Georgia limited liability corporation, as the exclusive Builders (the "**Exclusive Builders**") for the Properties. The Exclusive Builders shall have all rights and privileges of an Exclusive Builder which are set forth in the Design Guidelines.

1.7. "By-Laws": The By-Laws of The Farm at Kennesaw Mountain Community Association, Inc., a copy of which is attached hereto as Exhibit "C," and are incorporated herein by this reference.

1.8. "Class "B" Control Period": The period of time during which the Class "B" Member is entitled to approve the actions of the Board of Directors as provided in Section 3.2.

1.9. "Common Area": All real and personal property, including easements and licenses, which the Association owns, leases or holds possessory or use rights in for the common use and enjoyment of the Owners.

1.10. "Common Expenses": The actual and estimated expenses incurred, or anticipated

to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserves which are established to provide for the maintenance repair and replacement of same, as the Board may find necessary and appropriate pursuant to the Governing Documents.

1.11. "Community-Wide Standard": The standard of conduct, maintenance or other activity generally prevailing throughout the Properties. Such standard shall initially be established by the Declarant and may be more specifically determined by the Board of Directors and the ARB. The Community-Wide Standard shall be reflected, among other places, in the Design Guidelines.

1.12. "Cost Sharing Agreement": Any agreement, contract or covenant between the Association and an owner or operator of property adjacent to, in the vicinity of, or within the Properties, for the allocation of expenses for amenities and/or services that benefit and burden both the Association and the owner or operator of such property. No Cost Sharing Agreement shall be entered into by the Association with the approval of the Declarant during the Class B Control Period and without the approval of a majority of the Lot Owners subsequent to the expiration of the Class B Control Period.

1.13. "Days": Calendar days; provided however, if the time period by which any action required hereunder must be performed expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended to the close of business on the next regular business day.

1.14. "Declarant": Farm at the Retreat, LLC, a Georgia limited liability company, or any successor, successor-in-title, or assign who takes title to any portion of the property described on Exhibit "A" for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant; provided however, there shall be only one (1) Person entitled to exercise the rights and powers of the Declarant hereunder at any time.

1.15. "Design Guidelines": The design, architectural and construction guidelines and application and review procedures applicable to all or any portion of the Properties promulgated and administered pursuant to Article 9, a copy of which is attached hereto as Exhibit "D," and which is incorporated herein by this reference.

1.16. "Development Period": The period of time during which the Declarant owns any property which is subject to this Declaration. The Declarant may, but shall not be obligated to,

unilaterally relinquish its rights under this Declaration and terminate the Development Period by recording a written instrument in the Public Records.

1.17. "General Assessment": Assessments levied equally on all Lots subject to assessment under Article 8 to fund Common Expenses for the general benefit of all Lots, as more particularly described in Sections 8.1 and 8.2.

1.18. "Governing Documents": The Declaration, By-Laws, Articles of Incorporation, all Supplemental Declarations, the Design Guidelines, the rules of the Association, all Cost Sharing Agreements, and all additional covenants governing any portion of the Properties or any of the above, as each may be supplemented and amended from time to time.

1.19. "Lot": A portion of the Properties, whether improved or unimproved, which may be independently owned and conveyed and which is intended for and approved by the applicable local governmental entity(ies) for development, use and occupancy as an attached or detached residence for a single family. The term shall refer to the land which is part of the Lot as well as any improvements which are now or hereafter constructed thereon, The term shall include within its meaning, by way of illustration but not limitation, single-family detached houses on separately platted lots, as well as vacant land intended for development as such, but shall not include Common Areas, common property owned by the Association or property dedicated to the public.

In the case of an un-platted parcel of land, the parcel shall be deemed to be a single Lot until such time as a subdivision plat is filed with respect to all or a portion of the parcel. Thereafter, the portion encompassed by such plat shall contain the number of Lots determined as set forth in the preceding paragraph and any portion not encompassed by such plat shall continue to be treated in accordance with this Section.

1.20. "Majority": Those votes, Owners, Members or other group, as the context may indicate, totaling more than fifty percent (50%) of the total eligible number of the applicable classification.

1.21. "Master Plan": The land use plan for "The Farm at Kennesaw Mountain" which has been developed and approved by the Declarant, which plan is shown and depicted on that certain Zoning Plan for Farm at the Retreat dated August 20, 2013, prepared by Gaskins Surveying Company, as amended from time to time with the consent of two-thirds of the Lot Owners, which plan includes the property described on Exhibit "A" and a copy of which plan is attached hereto as Exhibit "B" and is incorporated herein by this reference.

1.22. "Member": A Person subject to membership in the Association pursuant to Section 3.1.

1.23. "Mortgage": A mortgage, a deed of trust, a deed to secure debt, security deed or any other form of security instrument affecting title to any Lot.

1.24. "Mortgagee": A beneficiary or holder of a Mortgage.

1.25. "Owner": One (1) or more Persons who hold the record title to any Lot, including the Declarant, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is owned by more than one (1) Person, all such Persons shall be jointly and severally obligated to perform the responsibilities of such Owner.

1.26. "Person": A natural person, a corporation, a partnership, a limited liability company, a fiduciary acting on behalf of another person or any other legal entity.

1.27. "Private Streets": Any streets, roads, lanes, alleys or other thoroughfare within the Properties, whether or not such Private Streets are Common Area, which are designated on the Master Plan for the purpose of ingress and egress to public rights-of-way or Lots which may be more particularly described on a recorded subdivision plat. In addition, the Private Streets as defined herein shall include all improvements (such as utility lines, drainage systems, etc.) contained within the area covered by such roads, lanes, alleys or other thoroughfares. Private Streets shall not include driveways, lanes or thoroughfares which are located entirely on a single Lot and which provide access from only a single Lot to Private Streets that are used to provide access to or from more than one Lot. Private Streets also shall not include any shared driveways which may be developed by agreement between the Owners of two or more Lots to provide exclusive access for only said Owners.

1.28. "Properties": The real property described on Exhibit "A" as such exhibit may be amended or supplemented from time to time to reflect any additions or removal of property in accordance with Article 7.

1.29. "Public Records": The Official Records of the Clerk of the Superior Court of Cobb County, Georgia.

1.30. "Special Assessment": Assessments levied in accordance with Section 8.4.

1.31. "Specific Assessment": Assessments levied in accordance with Section 8.5.

1.32. "Supplemental Declaration": An instrument to amend this Declaration which has been adopted by the required number of Lot Owners set out in this Declaration and which has been filed in the Public Records.

ARTICLE 2: PROPERTY RIGHTS

2.1. Common Area. Unless otherwise provided herein, every Owner shall have a perpetual right and non-exclusive easement of use, access and enjoyment in and to the Common Area, which is appurtenant to and shall pass with the title to each Lot, subject to:

- (a) This Declaration and all other Governing Documents;
- (b) Any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) The right of the Board (and of the Declarant during the period of its control) to adopt, amend and repeal rules regulating the use and enjoyment of the Common Area, including (but not limited to) rules limiting the number of guests who may use the Common Area;
- (d) The right of the Board to suspend the right of an Owner to use any recreational and social facilities within the Common Area pursuant to Section 4.3;
- (e) The right of the Board to impose reasonable requirements and charge reasonable admission or other use fees for the use of any facility situated upon the Common Area;
- (f) The right of the Board to permit use of any facilities situated on the Common Area by persons other than Owners, their families, lessees and guests upon payment of reasonable use fees, if any, established by the Board;
- (g) The right of the Association, acting through the Board, to dedicate or transfer all or any portion of the Common Area, subject to any approval requirements set forth in the Governing Documents; and
- (h) The right of the Declarant to conduct activities and establish facilities within the Properties as provided in Article 13.

Any Owner may extend his or her right of use and enjoyment of the Common Area to the

members of his or her family, lessees and social invitees, as applicable, subject to reasonable regulation by the Association Board in order to protect and preserve, among other things, the rights of the Owners of the other Lots to make joint use thereof and to provide for the peaceful occupation and use by all Owners of their respective Lots. An Owner who leases his or her Lot shall be deemed to have assigned all such usage rights to the lessee(s) of such Lot. However, the Owner shall remain responsible for and obligated to pay any and all assessments and all other charges and to otherwise comply with the requirements of this Declaration and of the Governing Documents.

2.2. Private Streets. Every Owner shall have a perpetual right and non-exclusive easement with the other Owners of use, access and enjoyment in and to and over and across the Private Streets, whether or not such Private Streets are located on property that is titled in the name of the Association, for the purpose of ingress and egress to and from the Lots and/or the Common Area and public rights-of-way adjacent to the Properties. The rights and exclusive easements granted herein are appurtenant to the title to each Lot, subject to:

- (a) This Declaration and all other Governing Documents;
- (b) The right of the Declarant, so long as the Declarant owns the Private Streets, and of the Association thereafter, to adopt, amend and repeal rules regulating the use and enjoyment of the Private Streets, provided that neither the Declarant nor the Association shall by the adoption of any rule or regulation bar or materially impede access of the Owners to or across the Private Streets, or otherwise interfere with or prevent the free flow of vehicular and pedestrian traffic between the Lots and the Common Area and the public road system adjacent to the Properties;
- (c) The right of the Declarant and the Association to dedicate all or any part of Private Streets;
- (d) The right of the Declarant to mortgage, pledge or hypothecate any or all of the Private Streets as security for money borrowed or debts incurred, provided that the Declarant shall not subject the Private Streets to any security instrument without obtaining the agreement of the lender to subordinate its interest in the Private Streets to the easements for the Owners contained in this Section; and
- (e) The rights and obligation of the Declarant or the Association to maintain the Private Streets.

Each Owner may extend his or her right of use and enjoyment of the Private Streets to the members of his or her family, lessees, guests and social invitees, as applicable.

2.3. No Partition. Unless express provision is otherwise made in this Declaration, there shall be no judicial partition of the Common Area or any portion of same. No Person shall seek any judicial partition of any Common Area unless the portion of the Common Area which is the subject of such partition action has first been removed from the provisions of this Declaration in the manner herein provided for. This Section shall not prohibit the Board from acquiring and disposing of other real property, which may or may not be subject to this Declaration,

2.4. Condemnation. The Association shall be the sole representative with respect to condemnation and/or eminent domain proceedings concerning the Common Area and shall act as attorney-in-fact for all Owners in such matters. Said authority on the part of the Association shall include (but is not limited to) the authority on the part of the Board to negotiate with the condemner and enter into an agreement wherein the desired property and/or property rights are conveyed to the public authority by consensual deed without resort to the applicable legal proceedings which are otherwise available to the condemning authority. If any part of the Common Area shall be taken by any authority having the power of condemnation or eminent domain or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members holding at least a majority of the total Class "A" votes in the Association, the award made for such taking or proceeds of such conveyance shall be payable to the Association. Each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds of such conveyance.

ARTICLE 3: MEMBERSHIP AND VOTING RIGHTS

3.1. Membership. Every Owner shall be a Member of the Association, shall enjoy all of the benefits of membership in the Association, and shall be fully bound by the obligations set out in this Declaration or in any of the other Governing Documents. There shall be only one (1) membership per Lot. If a Lot is owned by more than one (1) Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 3.2 and in the By-Laws. The membership rights of an Owner which is not a natural person may be exercised by any officers, directors, members, managers, partners or trustees of such Owner, or by any individual designated from time to time by the Owner in a written instrument provided to the secretary of the Association; provided, however, the Association may establish reasonable limits on the number of such persons who may exercise the privileges of Ownership.

3.2. Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B".

(a) Class "A". Class "A" Members shall be all Owners except the Class "B" Member, if any. Class "A" Members shall have one (1) equal vote for each Lot in which they hold the interest required for membership under Section 3.1; provided however, no vote shall be exercised for any Lot or other property which is exempt from assessment under Section 8.9, and provided that the Association may suspend the voting rights of a Lot which is not current on its assessments as hereinafter provided. In any situation where there is more than one (1) Owner of a Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and advise the secretary of the Association in writing prior to the vote being taken. Absent such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it. Said suspension shall be immediately lifted at such time as the Owners of a Lot agree on how their Lot's vote is to be cast.

(b) Class "B". The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve, or withhold approval of, actions proposed under this Declaration, the By-Laws and the Articles, are specified in the relevant sections of this Declaration, the By-Laws and the Articles. The Class "B" Member has the authority to appoint the initial members of the Board of Directors during the Class "B" Control Period, and shall thereafter retain the authority to remove and replace any or all of same, until the first to occur of the following:

- (i) When one hundred percent (100%) of the Lots shown on the Master Plan have certificates of occupancy issued thereon and have been conveyed to Owners other than Declarant or Builders;
- (ii) December 31, 2024; or
- (iii) When, in its discretion, the Class "B" Member so determines and voluntarily relinquishes such right by execution and filing with the Public Records of a formal notification that the Class B Control Period has terminated.

At such time as the Declarant relinquishes its rights of the Class B Member to approve or withhold approval of actions proposed under this Declaration, then its remaining rights established herein, including (but not limited to) any rights of refusal or rights to purchase or repurchase any of the Lots, shall automatically be vested in the

Association thereafter.

In accordance with the foregoing privilege, the Declarant has and does appoint the following persons to serve as initial members of the Association's Board of Directors:

- a. Edward Holm
- b. Jeff Schwab
- c. Rob Blalock
- d. Bobby Shirley
- e. Cooper Jones
- f. Mark Frazer

ARTICLE 4: RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

4.1. Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Area of Common Responsibility and all improvements thereon. The Association shall also be the primary entity responsible for enforcement of this Declaration and such reasonable rules regulating use of the Properties and Common Area as the Board may adopt pursuant to Article 10 or other applicable provisions of this Declaration. In addition, the Association shall be primarily responsible for upholding the Community-Wide Standard by, among other things, administering and enforcing the architectural standards and controls set forth in this Declaration and in the Design Guidelines. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Georgia.

4.2. Personal Property and Real Property for Common Use. The Association may acquire, hold, and dispose of tangible and intangible personal property and real property. The Declarant and its designees, with the Declarant's prior written consent, may convey to the Association improved or unimproved real estate or interests in real estate located within the property described in Exhibit "A" and/or personal property, leasehold interests and other property interests. Such property shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring such property to the Association, and subject also the Associations rights, herein set out, to dispose of or dedicate same. Unless

otherwise expressly provided to the contrary herein, Declarant shall not be required to make any improvements or repairs whatsoever to property to be conveyed and accepted pursuant to this Section. Upon written request of Declarant, the Association shall convey to Declarant portions of the Properties originally conveyed by Declarant to the Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make adjustments to property lines.

The Association shall have the right to make improvements to the Common Area ("**Common Area Improvements**") such as, for example, landscaping, gazebos, picnic pavilions, a community pool or other such improvements as the Association sees fit, provided that, such Common Area Improvements are approved by Members holding at least two-thirds of the total Class "A" votes in the Association at a meeting called for such purpose (or otherwise by consent of at least two-thirds of the said voters), and during the Development Period, the Declarant. Once approved, the total cost of the Common Area Improvements shall be levied against all Lots as a Special Assessment as set forth in Section 8.4 herein below.

4.3. Enforcement. The Board may impose sanctions for violation of the Governing Documents after compliance with the notice and hearing procedures set forth in the By-Laws. Such sanctions may include, without limitation:

(a) Imposing monetary fines, not to exceed fifty dollars (\$50.00) per day that the violation continues, which fines shall constitute a lien upon the Lot of the violator until such time as they have been paid in full. In the event that any occupant, guest or invitee of a Lot violates the Governing Documents and a fine is imposed by the Association, the fine shall first be assessed against the occupant or other person(s) who are responsible for committing the violation(s) for which the fine is assessed; provided however, if the fine is not paid by the aforesaid person(s) within the time period set by the Board, the Owner shall pay the fine upon notice from the Board;

(b) Filing notices of violations in the Public Records providing record notice of any violation of the Governing Documents;

(c) Suspending an Owner's right to vote;

(d) Suspending any Person's right to use any recreational facilities within the Common Areas; provided however, nothing herein shall authorize the Board to limit or impair ingress or egress to or from a Lot, or to limit or impair the use by a Lot of any easement(s) herein provided for the installation of utility services to a Lot; and

(e) Suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) Days delinquent in paying any assessment or other charge owed to the Association.

In the event that any occupant, guest or invitee of a Lot violates the Governing Documents, the Board may reasonably sanction such occupant, guest or invitee and/or the Owner of the Lot that the violator is occupying or visiting.

In addition, the Board may elect to enforce any provision of the Governing Documents by exercising self-help (specifically including, but not limited to, the filing of liens in the Public Records for non-payment of assessments and other charges, the towing of vehicles that are in violation of parking rules, the removal of pets that are in violation of pet rules, or the correction of any maintenance, construction or other violation of the Governing Documents) without the necessity of compliance with the procedures set forth in the By-Laws. The Association may levy a Specific Assessment plus a ten percent (10%) administrative fee to cover all costs incurred in bringing a Lot into compliance with the terms of the Governing Documents. Said Specific Assessment and administrative fees shall be in addition to any fines that are assessed against an Owner or occupant, or other person, on account of their violation of this Declaration.

The Association may also elect to enforce any provisions of the Governing Documents by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedures set forth in the By-Laws.

Any and all remedies set forth in this Declaration and the By-Laws shall be cumulative of any remedies otherwise available to the Association at law or in equity. In any action or remedy taken by the Association to enforce the provisions of the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including without limitation, reasonable attorneys' fees and court costs, actually incurred; whether suit is filed or not and including any appeals.

The Association shall not be obligated to take action to enforce any covenant, restriction or rule which a majority of the Board, in the exercise of its business judgment determines is or is likely to be construed inconsistent with applicable law; or in any case in which a majority of the Board determines that the Association's position is not strong enough or the economics of which are not such as to justify taking enforcement action. Any such determination shall be without prejudice to the right of individual Members to seek enforcement of such covenant, restriction or rule, and shall not be construed a waiver of the right of the Association to enforce such provision

under any circumstances or prevent the Association from enforcing any other covenant, restriction or rule. In such cases, however, the Association should make the Membership aware of its determination and take such steps as are required to amend this Declaration to bring it into accord with applicable law.

The Association, by contract or other agreement, may enforce county, city, state and federal ordinances, if applicable; and may permit local and other governments to enforce ordinances on the Properties for the benefit of the Association and its Members. The Association shall have no right, however, to permit or allow governmental authorities to have access to any individual Lots for the purpose of such enforcement.

4.4. Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly by this Declaration or the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents or by law, all rights and powers of the Association may be exercised by a majority of the Board (including a super-majority where provided for herein) without a vote of the membership. Any aggrieved Lot Owner may, in all instances, appeal any Board decision to the full Membership, in which case the Board action shall be stayed pending the vote of the full Membership.

4.5. Indemnification. The Association shall indemnify each and every officer, director, ARB member and committee member against all damages, liabilities and expenses, including reasonable attorneys' fees, incurred in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, ARB member or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section, the Articles of Incorporation and Georgia law. Notwithstanding the foregoing, no officer, director, ARB member, committee member or other representative of the Association shall be entitled to indemnification for their willful misfeasance, willful malfeasance, willful misconduct or their actions taken in bad faith.

The officers, directors, ARB members and committee members shall not be liable to the Association or its Members for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, willful malfeasance, willful misconduct or bad faith. The officers, directors, ARB members and committee members shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers, directors, ARB members or

committee members may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director, ARB member and committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, ARB member or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

4.6. Dedication of or Grant of Easements on Common Area. With the approval of two-thirds of its Board of Directors, the Association may dedicate or grant easements across portions of the Common Area to the City of Marietta, Cobb County, Georgia, or to any other local, state, federal governmental or quasi-governmental entity or to any private utility company.

4.7. Security. Each Owner and occupant of a Lot, and their respective guests and invitees, shall be responsible for their own personal safety and for the security of their property in, on and around the Properties, including (but not limited to) the Common Area. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. Whether or not the Declarant, the Board or the Association is aware of a potential safety issue, neither the Association, the Board nor the original Declarant (nor any successor Declarant) shall in any way be considered insurers or guarantors of security within the Properties, including (but not limited to) the Common Area, nor shall any of them be held liable for any personal injury or loss of or damage to property, or for any other damages, by reason of any failure or alleged failure to provide adequate security or ineffectiveness of security measures undertaken (including, without limitation, any entry gates). No representation or warranty is made that any such system or security measure cannot be compromised or circumvented, or that any such system or security measure undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. By acceptance of a deed to any Lot, each Owner expressly acknowledges, understands, agrees and covenants to inform its tenants and all occupants, guests, licensees and other users of his, her or its Lot and/or of the Common Area, that the Association, its Board of Directors and committees, Declarant and any successor Declarant and the Lot Owners are not insurers and that each Person using the Properties, including (but not limited to) any walking and/or nature trail or other portion of the Common Area, assumes all risks of personal injury and loss or damage to property, including dwellings and the contents of dwellings, including such of same as result from acts of third parties or acts of God, and including without limitation, fire. Each Owner further acknowledges on his or her

own behalf and on behalf of his, her or its tenants, occupants, licensees, guests and other users, that the Declarant, Association and Board have no responsibility to inspect the Common Areas or other aspects of the Properties to determine their condition from time to time and that the Owners, tenants, occupants and guests are responsible for making the Declarant and Association aware of any perceived safety issues or repairs that may be required within the community.

4.8. Provision of Services. The Association may (but shall not be required to) provide services and facilities for the Members of the Association and their guests, lessees and invitees. The Association shall be authorized to enter into contracts or other similar agreements with other entities, including Declarant, to provide such services and facilities, or to be the exclusive provider of such services within the community. The costs of services and facilities provided by the Association shall be funded by the Association as a Common Expense or a Specific Assessment, depending on whether the service or facility is provided to all Lots or only Lots specified. In addition, where it deems it appropriate, the Board shall be authorized to charge reasonable use and/or consumption fees for services and facilities through Specific Assessments or by requiring payment at the time the service or facility is provided. As an alternative, the Association may arrange for the costs of the services and facilities to be billed directly to Owners by the provider(s) of such services and facilities. By way of example, such services which may be provided or for which the Board may require that the Owners use a single provider, include garbage collection, security and similar services and facilities. The Board, without the consent of the Class "A" Members of the Association, shall be permitted to modify or cancel existing services or facilities provided, if any, or to provide additional services and facilities. Nothing contained herein can be relied upon as a representation or warranty as to the quality of the services and facilities, if any, which will be provided by the Association.

ARTICLE 5: MAINTENANCE

5.1. Association's Responsibility.

(a) To the extent permitted by the budget adopted by its Membership, the Association shall maintain and keep in good condition, order and repair (or shall cause other persons or entities to do so on behalf of the Association) the Area of Common Responsibility, which may include, but need not be limited to;

(i) All Common Area including all community mailbox delivery facilities, if any;

(ii) All landscaping, street trees and other flora, and all structures and improvements and sidewalks situated upon the Common Area;

(iii) All furnishings, equipment and other personal property of the Association, including, without limitation, any master utility meter;

(iv) Any perimeter community wall, fence or other structure located along the boundary line of the Properties which is constructed by the Declarant or the Association and which is for the benefit of the entire community;

(v) Any irrigation system located on the Common Area;

(vi) The entry features, the community gate and all Private Streets;

(vii) Any landscaping and other flora, sidewalks, street lights, buffers, structures and improvements within public rights-of-way within or abutting the Properties or upon such other public land adjacent to the Properties as deemed necessary in the discretion of the Board; and

(viii) Such additional portions of any property included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, any Cost Sharing Agreement, the Design Guidelines or any contract or agreement for maintenance thereof entered into by the Association.

The Association may, as a Common Expense, maintain other property and improvements which it does not own, including, without limitation, property dedicated to the public or provide maintenance or services related to such property over and above the level being provided by the property owner, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

(b) The Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation during seasonally appropriate periods of time and during such hours as the Board deems appropriate, except for any periods necessary, as determined by the Board, to perform required maintenance or repairs.

(c) The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that: (i) such maintenance responsibility is otherwise

assumed by or assigned to an Owner; (ii) such maintenance responsibility is otherwise assumed by or assigned to a Person pursuant to a Cost Sharing Agreement; or (iii) such property is dedicated to any local, state, federal government or quasi-governmental entity; provided however, that in connection with such assumption, assignment or dedication, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

(d) Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Lots as part of the General Assessment, without prejudice to the right of the Association to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to the Governing Documents, any recorded covenants or any agreements with the owner(s) thereof. Notwithstanding the foregoing, the Board may, within its sole discretion, allocate the expense of maintenance, repair and replacement which benefits one (1) or more, but less than all Lots, as a Specific Assessment in accordance with the benefit so received by such Lots, pursuant to Section 8.6.

(e) Each and all of the Owners acknowledge that the Association has no obligation to perform periodic inspections of the Common Areas and that it is and shall be incumbent upon them to make the Association aware of any portions thereof that require specific repairs, maintenance or replacement.

5.2. Owner's Responsibility. Each Owner shall maintain his, her or its Lot, including (but not limited to) all structures, parking areas and irrigation systems, landscaping and other flora, and other improvements comprising the Lot in a manner consistent with the Community-Wide Standard and all Governing Documents, except to the extent that such maintenance responsibility is assigned to the Association. In addition, each Owner shall maintain all landscaping located in the right-of-way immediately adjacent to his or her Lot and all fences serving his or her Lot notwithstanding the fact that a portion of the fence may fall outside of the Lot, or may be the property of the Association.

In addition to any other enforcement rights provided herein or otherwise available to the Association at law or in equity, if an Owner fails to properly perform his or her maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association plus a ten percent (10%) administrative fee against the Lot and

the Owner in accordance with Section 8.6. The foregoing costs and administrative fees shall be in addition to any fines which are imposed against the Owner on account of his, her or its failure to abide by this Declaration or the Governing Documents of the Association. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation. Entry by the Association or its designee under this Section shall not constitute a trespass.

5.3. Standard of Performance. Unless otherwise specifically provided herein or in other instruments creating and assigning such maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary. All repairs, maintenance and/or replacements shall be performed in a manner consistent with the Community-Wide Standard and all Governing Documents. Neither the Association nor any Owner shall be liable for any damage or injury occurring on, or arising out of the condition of, property which such Person does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

ARTICLE 6: INSURANCE AND CASUALTY LOSSES

6.1. Association Insurance.

(a) Required Coverages. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property insurance on any Area of Common Responsibility with coverage limits that are equal to at least the cost of replacing the improvements which have been developed on the Common Area;

(ii) Commercial general liability insurance, with coverage limits of at least Five Million Dollars (\$5,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) per person, on the Area of Common Responsibility, insuring the Association and its Members;

(iii) Directors and Officers general liability and indemnity coverage with coverage limits of not less than One Million Dollars (\$1,000,000.00) ;

(iv) Worker's Compensation insurance as required by law covering

employees and contractors for hire;

(v) Such additional insurance with respect to the operation of the Association and the ownership, maintenance and operation of the Common Area and Areas of Common Responsibility as a majority of the Board, in its best business judgment, determines advisable, which may include, without limitation, flood insurance and fidelity insurance covering all Persons responsible for handling Association funds, and employers liability insurance, if and to the extent required by law.

In the event of an insured loss, the deductible shall be assessed as a specific assessment against the affected Lot(s). However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one (1) or more Owners, their guests, invitees or lessees, then the Board may specifically assess the full amount of such deductible against such Owner(s) and their Lots pursuant to Section 8.5.

Insurance carried by the Association as a Common Expense is not intended to and shall not relieve the Owners of their responsibility to carry and maintain insurance on the Lots, which responsibility shall be that of each Lot Owner and or his, her or its tenant(s).

(b) Policy Requirements. The Board shall arrange for periodic review (at intervals not to exceed five years) of the sufficiency of insurance coverage and amounts by one (1) or more qualified Persons, at least one (1) of whom must be familiar with insurable replacement costs in the metropolitan Atlanta area.

All Association policies shall provide for a certificate of insurance to be furnished to the Association and to each Member upon request. The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 6.1(a).

(i) All insurance coverage obtained by the Board shall:

(1) Be written with a company authorized to do business in the State of Georgia which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market

agencies or federal agencies as the Board deems appropriate;

(2) Run to the benefit of the Association, the Board of Directors, officers, all agents and employees of the Association, the Lot Owners and their respective Mortgagees, and all other persons entitled to occupy any Lot, as their interests may appear;

(3) Not be brought into contribution with insurance purchased by Owners, occupants or their Mortgagees individually;

(4) Contain an inflation guard endorsement;

(5) Include an agreed amount endorsement, if the policy contains a coinsurance clause; and

(ii) Although each Lot Owner shall be required to maintain its own property and liability coverage for the Lots, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide:

(1) A waiver of subrogation as to any claims against the Association's Board, officers, employees and its manager, the Owners and their tenants, servants, agents and guests;

(2) A waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(3) An endorsement precluding cancellation, invalidation, suspension or non-renewal by the insurer on account of any one (1) or more individual Owners or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;

(4) An endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(5) A cross liability provision; and

(6) A provision vesting the Board with the exclusive authority to adjust losses; provided however, no Mortgagee having an interest in

such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

(e) Damage and Destruction. In the event of any insured loss, only the Board or its duly authorized agent(s) may file and adjust insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this subsection, means repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Any damage or destruction to the Area of Common Responsibility shall be repaired or reconstructed unless a majority of the Board of Directors decides not to repair or reconstruct. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Area of Common Responsibility shall be repaired or reconstructed.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board of Directors may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 6.1(a). Notwithstanding the same, if the Board reasonably determines that the insurance proceeds will be insufficient to cover the cost to repair, and that repairing and/or replacing damaged improvements will likely result in a special assessment to Lot Owners in excess of Five Thousand Dollars (\$5,000.00) per lot (after subtracting the portion of same which is attributable to the insurance deductible) in any one calendar year, then the Board shall give notice to the Lot Owners prior to making a decision whether to repair or replace the damaged improvements, and said decision shall be put to the Membership for a vote, and the decision to proceed with such repairs or replacements shall require the approval of two-thirds of the Lots.

If any insurance proceeds remain after paying the costs of repair or reconstruction and/or after any settlement as is necessary and appropriate, such proceeds shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot.

If the Association determines in the manner described above that the damage or

destruction to the Area of Common Responsibility shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared and maintained by the Association consistent with the Community-Wide Standard.

6.2. Owners' Insurance. Notwithstanding any insurance coverage which is to be maintained by the Association, by virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on his or her Lot, less a reasonable deductible. Each Owner further covenants to maintain general liability insurance on for each Lot with coverages of not less than Five Million Dollars (\$5,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) per person.

Upon request by the Board, the Lot Owner shall furnish a copy of such insurance policy or policies to the Association within ten (10) days from the date of such request. In the event that any such Lot Owner fails to obtain insurance or fails to timely provide the Association with a copy of such policy or policies as required by this Section, the Association may purchase such insurance on behalf of the Lot Owner and assess the cost thereof, plus a ten percent (10%) administrative fee, to the Lot Owner, to be collected in the manner provided for collection of assessments under Article 8 hereof.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his/her or its Lot, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article 9. Alternatively, the Owner shall clear the Lot of all debris and ruins and restore the Lot to a neat and attractive, landscaped condition by planting or installing the flora comprising the landscaping prior to the damage or destruction of the landscaping on the Lot consistent with the Community-Wide Standard. The Owner shall pay any costs which are not covered by insurance proceeds, including, but not limited to the costs of re-planting landscaping, including but not limited to trees, shrubs, bushes and sod.

ARTICLE 7: ANNEXATION AND WITHDRAWAL OF PROPERTY

7.1. Annexation by Membership. The Association may annex any real property to the provisions of this Declaration with the consent of the owner of such property, the affirmative vote of Members holding two-thirds of the Class "A" votes of the Association represented at a

meeting duly called for such purpose.

Such annexation shall be accomplished by filing a Supplemental Declaration describing the property being annexed in the Public Records. Any such Supplemental Declaration shall be signed by the president and the secretary of the Association, and by the owner of the annexed property, and by the Declarant, if the Declarant's consent is required. Any such annexation shall be effective upon filing unless otherwise provided therein.

7.2. Amendment. This Declaration shall not be amended during the Development Period without the prior written consent of Declarant. Thereafter, this Declaration may not be amended without the consent of a majority of the Lot Owners; provided, however, no amendment to this Declaration by the Declarant or the Lot Owners imposing greater restrictions on an Owner's ability to use or develop his Lot shall be effective as to said Owner or as to said Lot unless said Owner expressly consents to same in a written acknowledgement which is filed with the Public Records and cross-indexed to the Owner's Lot and to this Declaration.

ARTICLE 8: ASSESSMENTS

8.1. Creation of Assessments. There are hereby created assessments for Association expenses as the Board may specifically authorize from time to time. There shall be three (3) types of assessments: (a) General Assessments as described in Section 8.2 to fund budgeted Common Expenses for the general benefit of all Lots; (b) Special Assessments as described in Section 8.4 to cover unbudgeted expenses or expenses in excess of those budgeted or to cover Common Area Improvements; (c) Specific Assessments as described in Section 8.5 to cover expenses and obligations for services attributable to a particular Lot. Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay these assessments, including all past due assessments for the said Lot, if any.

All assessments, other charges and fees, and all fines assessed on account of violation of the Governing Documents, together with interest, late charges, costs of collection, and reasonable attorneys' fees, shall be a charge and continuing lien upon each Lot against which the assessment or charge is made until paid, as more particularly provided in Section 8.6. Each such assessment, charge, fine or fee, together with interest, late charges, costs and reasonable attorneys' fees, also shall be the personal obligation of the Person or Persons who was or were the Owner of Record, as shown in the Public Records, of such Lot at the time the assessment arose. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable with the

Grantor for any assessments and other charges and fees due at the time of conveyance, and shall thereafter be liable for all subsequent assessments. However, no first Mortgagee who obtains title to a Lot by conducting a non-judicial foreclosure or otherwise exercising the remedies provided in its Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

The Association shall, upon written request and receipt of a reasonable processing fee, furnish to any Owner liable for any type of assessment a written statement signed by an Association officer or designee setting forth whether such assessment has been paid. Such statement shall be conclusive evidence of payment.

Assessments shall be paid in such manner and on such dates as the Board may establish, which may include discounts for early payment or similar time/price differentials. The Board may require advance payment of assessments at closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two (2) or more installments. Unless the Board otherwise provides, General Assessments shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his or her Lot, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately. Any assessment or installment thereof shall be considered delinquent on the fifteenth (15th) Day following the due date unless otherwise specified by Board resolution.

No Owner may exempt himself or herself from liability for assessments by non-use of Common Areas, abandonment or leasing of his or her Lot or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements or from any other action it takes.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, materials or a combination of services and materials with the Declarant or other entities for payment of Common Expenses.

8.2. Computation of General Assessments. At least thirty (30) Days before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Common

Expenses for the upcoming year including expenses the Association is solely responsible for and any shared expenses set forth in any Cost Sharing Agreement. Among other things, the budget shall include a contribution to establish a reserve fund in accordance with a budget separately prepared as provided in Section 8.3.

General Assessments shall be levied equally against all Lots subject to assessment and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including any reserves. In determining the level of General Assessments, the Board, in its discretion, may consider other sources of funds available to the Association, including any surplus from prior years, any assessment income expected to be generated from any additional Lots reasonably anticipated to become subject to assessment during the fiscal year and any income expected to be generated from any Cost Sharing Agreement.

The Board shall endeavor to send a copy of the budget and notice of the amount of the General Assessment for the following year to each Owner at least thirty (30) Days prior to the beginning of the fiscal year for which it is to be effective. Such budget and assessment shall become effective unless disapproved at a meeting by Members holding at least two-thirds of the total Class "A" votes in the Association and, during the Development Period, by the Declarant. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in Section 2.4 of the By-Laws, which petition must be presented to the Board within twenty (20) Days after delivery of the notice of assessments. If a meeting is requested, assessments pursuant to such proposed budget shall not become effective until after such meeting is held, provided such assessments shall be retroactive to the original effective date of the budget if the budget is not disapproved at such meeting.

If the proposed budget of the Association is disapproved or the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year plus an additional five percent (5%) shall continue for the current year. In such event or if the budget proves inadequate for any reason, the Board may prepare a revised budget for the remainder of the fiscal year. The Board shall send a copy of the revised budget to each Owner at least thirty (30) Days prior to its becoming effective. The revised budget shall become effective unless disapproved in accordance with the above procedure.

8.3. Reserve Budget. Beginning not later than the second fiscal year after acceptance of the Final Plat for the community, the Board shall annually prepare a reserve budget which

takes into account the number and nature of replaceable assets within the Area of Common Responsibility, the expected life of each asset and the expected repair or replacement cost. The Board shall include in the general budget reserve amounts sufficient to meet the projected needs of the Association, which reserve amounts shall be deposited in one or more bank accounts established by the Association to cover such matters.

8.4. Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted or Common Area Improvements, as set forth in Section 4.2 hereinabove, Special Assessments shall be allocated equally among all Lots.

Any Special Assessment shall become effective unless disapproved at a meeting by Members holding at least two-thirds of the total Class "A" votes and, during the Development Period, by the Declarant. Notwithstanding the foregoing, any Special Assessment levied to cover the expense of a Common Area Improvement shall become binding and effective against the applicable Lots immediately upon approval of the Common Area Improvement as set forth in Section 4.2 hereinabove. There shall be no obligation to call a meeting for the purpose of considering any Special Assessment except on petition of the Members as provided for special meetings in Section 2.4 of the By-Laws, which petition must be presented to the Board within twenty (20) Days after delivery of the notice of such Special Assessment. Special Assessments shall be due and payable within thirty (30) Days of written notice of such Special Assessment, unless the Board determines that installment payments shall be permitted and provides each Owner with an approved payment schedule, in which case payments must be made no later than is specified in such payment schedule, In the event that the Board authorizes the payment of any Special Assessment in installments, no notice of the due date of each individual installment payment shall be required to be given, except the notice of the payment schedule as described above. Special Assessments may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

8.5. Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Lot or Lots as follows:

- (a) To cover the costs, including overhead and administrative costs, of providing benefits, items or services to the Lot(s) or occupants thereof upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners and occupants (which might include, without limitation, landscape maintenance, garbage collection, internet and similar services and

facilities, etc.), which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner;

(b) To cover costs incurred in bringing the Lot(s) into compliance with the terms of the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees or guests.

In addition, fines levied by the Association pursuant to Section 4.3 shall constitute Specific Assessments.

8.6. Lien for Assessments. The Association shall have a lien against each Lot to secure payment of assessments including, without limitation, General, Special and Specific Assessments and other charges, as well as interest at a rate to be set by the Board (subject to the maximum interest rate limitations of Georgia law), late charges in such amount as the Board may establish (subject to the limitations of Georgia law), costs of collection and reasonable attorneys' fees whether suit is brought and including any appeals. Such lien shall be superior to all other liens, except: (a) the liens of all taxes, bonds, assessments and other levies which by law would be superior; and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien may be enforced by suit, judgment and judicial or non-judicial foreclosure.

The Declarant or the Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage and convey the Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment allocated to the Lot owned by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to such sale or transfer as to the purchaser and its successors, but such extinguishment shall not release the prior Owners of their liability to the Association. A

Mortgagee or other purchaser of a Lot who obtains title pursuant to foreclosure of the Mortgage shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Subject to collection of same from the prior Owner(s), such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Lots subject to assessment under Section 8.7, including such acquirer, its successors and assigns.

All other Persons acquiring liens or encumbrances on any Lot after this Declaration has been recorded shall be deemed to consent to the fact that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

8.7. Date of Commencement of Assessments. The obligation to pay assessments shall commence as to each Lot on the date which the Lot is conveyed to a Person other than the Declarant. The first annual General Assessment, if any, levied on each Lot shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the Lot and shall be payable at closing on the Lot. If and to the extent that a budget has not been established by the Association at the time that the obligation to pay assessments commences as to any one or more Lots, then at such time as the budget is prepared and the assessment notice sent, the obligation shall be retroactive to the date that the obligation arose.

8.8. Failure to Assess. Failure of the Board to establish assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay General Assessments on the same basis as during the last year, for which an assessment was made, plus an additional five percent (5%), until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

8.9. Exempt Property. The following property shall be exempt from payment of General Assessments and Special Assessments:

- (a) All Common Area which is not located on a Lot;
- (b) Any property dedicated or otherwise conveyed to and accepted by any governmental authority or public utility; and
- (c) Any property (exclusive of any Lot unless otherwise agreed by the Board and confirmed by a vote of a majority of the other Lot Owners) that is owned by a charitable nonprofit corporation or public agency whose primary purposes include the

acquisition and preservation of open space for public benefit and held by such agency or organization for such recreational and open space purposes.

8.10. Capitalization of Association. Upon acquisition of record title to a Lot by any Person other than the Declarant, a capital contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to One Thousand Dollars (\$1,000.00) per Lot. This amount shall be in addition to, not in lieu of, the annual General Assessment and shall not be considered an advance payment of such assessment. This amount shall be collected and disbursed to the Association at closing of the purchase and sale of the Lot to the Owner. Capital contributions shall be used by the Association in covering operating expenses and other expenses incurred by the Association pursuant to the Governing Documents.

8.11. Default Interest Rate: NSF Checks: Late Fees. Except as otherwise provided in the Governing Documents, any assessment levied upon an Owner which is not paid within fifteen (15) Days after the date upon which it is due shall bear interest at the lesser of: (a) the rate of 18% per annum; or (b) the maximum rate of interest permissible under the laws of the State of Georgia. In addition, if any Owner pays any assessment (General, Special or Specific) with a check on an account or electronic or other transfer that has insufficient funds or is refused or reversed by the Owner's bank or other financial institution for any reason, regardless of whether the Owner or financial institution was at fault ("NSF"), the Owner shall immediately reimburse the Association any fees charged it by the Association's financial institution and the Board may, in its sole discretion, demand that all future payments be made by certified check or money order along with imposing a reasonable processing charge. The Association may charge a delinquent Owner an administrative/late fee in an amount to be determined by the Board for each installment due to the Association which is delinquent. Finally, to the extent that the Association uses the services of an attorney or law firm to collect any amounts due it, the defaulting Owner(s) shall reimburse the Association its actual attorneys' fees and expenses incurred in collecting the debt. Any payment received by the Association shall be applied first to any attorneys' fees and other costs of collection, then to any interest accrued on the late installment, then to any administrative late fee and then to the delinquent assessment.

ARTICLE 9: ARCHITECTURAL STANDARDS

9.1. General. No exterior structure or improvement, as described in Section 9.4, shall be placed, erected, installed or made upon any Lot or adjacent to any Lot where the purpose of the structure is to service such Lot except in compliance with this Article, and with the prior

written approval of the ARB under Section 9.2, unless exempted from the application and approval requirements pursuant to Section 9.3.

9.2. Architectural Review. Each Owner, by accepting a deed or other instrument conveying any interest in any portion of the Properties acknowledges the importance of developing and maintaining the community in accordance with the Community-Wide Standard. Therefore, the Association shall establish an Architectural Review Board (ARB) to be responsible for administration of the Design Guidelines and review of all applications for construction and modifications under this Article, the members of which need not be Members of the Association or representatives of Members, and may, but need not, include architects, landscape architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Association's Board of Directors. The ARB may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers or other professionals.

The number of members on the ARB shall be equal to the number of members of the Association's Board of Directors, each of which Directors shall be permitted to appoint one member of the ARB. Subject to being over-ridden by the Board of Directors upon appeal by a Lot Owner who is dissatisfied with the decision of the ARB on any issue, the ARB shall have exclusive jurisdiction over all construction and modifications on any portion of the Properties. Until one hundred percent (100%) of the Properties have been developed and conveyed to Owners other than Builders and the Declarant, and initial construction on each Lot has been completed in accordance with the Design Guidelines, the Declarant retains the right to appoint all members of the ARB who shall serve at the Declarant's discretion. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration or surrender of such right, each member of the Association's Board of Directors shall be permitted to appoint one member to the ARB, who shall thereafter serve and may be removed in the discretion of the Director who appointed him or her (or his or her successor if the Board member resigns or is removed for any reason).

In accordance with the foregoing privilege afforded to it, the Declarant has and does appoint its initial slate of Directors, set out above, to also serve as the initial members of the ARB.

9.3. Guidelines and Procedures.

(a) Design Guidelines. The Declarant may prepare initial Design Guidelines, for the Properties. The Design Guidelines, if any, may contain general provisions applicable to all of the Properties, as well as specific provisions which vary according to land use and from one (1) portion of the Properties to another depending upon the location, unique characteristics and intended use. The Design Guidelines are intended to provide guidance to Owners regarding matters of particular concern to the ARB in considering applications hereunder. The Design Guidelines are not the exclusive basis for decisions of the ARB and compliance with the Design Guidelines does not guarantee approval of any application. Notwithstanding the foregoing, the Design Guidelines are intended to and shall be the primary basis on which the ARB considers and application and the ARB is directed to and shall evaluate each application in a substantially uniform manner so as to afford equal treatment to all Lot Owners. Any decision on the part of the ARB to amend the Design Guidelines or to disapprove any aspect of an Owner's proposed development of its Lot may be over-ridden by the affirmative vote of a majority of the Lot Owners.

(b) Amendments. Any amendments to the Design Guidelines shall be prospective only and no amendment to said guidelines shall require the modification or removal of any structure previously approved once the approved construction or modification has commenced and no modification shall be effective on any Person who owns a Lot prior to the effective date of the Amendment unless said Lot Owner(s) otherwise agree in writing. The ARB is expressly authorized to amend the Design Guidelines to remove requirements previously imposed or otherwise to make the Design Guidelines less restrictive. The ARB shall make the Design Guidelines available to all Owners.

(c) Procedures. Unless otherwise provided herein, or in the Design Guidelines, plans and specifications showing the nature, kind, shape, color, size, materials and location of all proposed structures and improvements shall be submitted to the ARB for review and approval (or disapproval). In addition, information concerning irrigation systems, drainage, lighting, grading, landscaping and other features of proposed construction shall be submitted as applicable and as required by the Design Guidelines. In reviewing each submission, the ARB shall consider the quality of workmanship and design, harmony of external design with existing structures and location in relation to surrounding structures, topography and finish grade elevation, among other considerations. In reviewing and acting upon any request for approval, the ARB shall be acting solely in the Association's interest and shall owe no duty to any other Person, except that the ARB shall treat all Lot Owners fairly and

shall evaluate applications in a uniform manner.

In the event that the ARB fails to approve or to disapprove any application within forty-five (45) Days after submission of all information and materials reasonably required by this Declaration or the Design Guidelines, the application shall be deemed approved. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with any objective requirement expressly set out in the Design Guidelines unless a variance has been granted in writing by the ARB pursuant to Section 9.7.

Notwithstanding the above, a majority of the ARB by resolution may exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

Any Owner may remodel, paint or redecorate the interior of structures on his or her Lot without making any application to or getting any approval of the ARB or the Association. However, modifications to the interior of screened porches, patios, windows and similar portions of a Lot which are visible without magnification from an adjacent Lot or from the Common Area shall be subject to approval.

9.4. Architect, Builder and General Contractor Approval. In order to ensure that appropriate standards of construction are maintained throughout the Properties, all architects, Builders and general contractors must be approved by the ARB prior to engaging in any construction activities within the Properties. The ARB may implement an approval process utilizing established criteria and requiring the submission of a written application for approval. The Exclusive Builders have been appointed by the Declarant in order to further ensure that construction activities will proceed in accordance with the standards established by the Declarant. The Exclusive Builders are hereby presumptively approved as a Builder, and said Exclusive Builders shall not be required to make application to the ARB in order to engage in construction activities on the Properties or any Lot. The ARB shall have the right to delegate its authority to review and approve other Builders to the Exclusive Builders. Approval of any plans may be withheld until such time as the Owner's architect, Builder or contractor has been approved by the ARB, which approval shall not be unreasonably conditioned, withheld or delayed. Approval of an architect, Builder or general contractor may be conditioned upon an agreement with the ARB to maintain certain insurance coverages required by the ARB, pay construction deposits to ensure completion of a project without damage to the Properties, and pay fees determined by the ARB, from time to time. Both the criteria and the application requirements for approval of additional builders to engage in construction activity in the

Properties are subject to change in the sole discretion of the ARB. Approval of architects, Builders and contractors may not be construed as a recommendation of a specific architect, Builder or contractor by the ARB or the Declarant, nor a guarantee or endorsement of the work of such architect, Builder or contractor. The criteria and requirements established by the ARB for approval of architects, Builders and contractors are solely for the Association's protection and benefit and are not intended to provide the Owner with any form of guarantee with respect to any approved architect, Builder, or contractor. Owner's selection of an architect, Builder, or contractor shall be conclusive evidence that the Owner is independently satisfied with any and all concerns Owner may have about the qualifications of such architect, Builder or contractor. Furthermore, Owner waives any and all claims and rights that Owner has or may have now or in the future, against the ARB or the Declarant or the Association based on the approval of any builder or architect to engage in construction activity on the Lots. Once approved (unless such approval is withdrawn by the ARB), an approved architect, Builder or contractor shall not be required to re-submit to the approval process.

9.5. Specific Guidelines and Restrictions.

(a) Exterior Structures and Improvements. Exterior structures and improvements shall include, but shall not be limited to, clearing, excavation, grading and other site work; initial construction of any dwelling or accessory building; exterior alteration of existing improvements; installation or replacement of mailboxes, swing sets and sports and play equipment, clotheslines, garbage cans, wood piles, swimming pools, gazebos or playhouses; hot tubs; wells; solar panels; antennas; satellite dishes or any other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind; hedges, walls, dog runs, animal pens, or fences of any kind, including invisible fences; artificial vegetation or sculpture; and planting or removal of landscaping materials. Notwithstanding the foregoing, the Declarant and the Association shall regulate antennas, satellite dishes, or any other apparatus for the transmission or reception of television, radio, satellite or other signals of any kind only in strict compliance with all federal laws and regulations.

(b) In addition to the foregoing activities requiring prior approval, the following items are strictly regulated, and each of the Lot Owners shall strictly comply with the following unless he, she or it shall have obtained the advance prior approval of the ARB to the contrary:

(i) Dwellings. No residential dwellings constructed within the

Properties shall exceed two (2) stories, exclusive of any basement or terrace levels.. All dwellings shall be constructed in the cottage style architecture which is substantially consistent with the cottage style architecture or the adjacent _____ development. Unless otherwise provided herein, the ARB shall determine if proposed plans comply with this requirement. Such determination shall be applied uniformly throughout the Community.

(ii) Signs. No sign of any kind shall be erected on a Lot or in the Common Area by an Owner or occupant without the prior written consent of the ARB, except (1) such signs as may be required by legal proceedings; and (2) not more than one (1) professional security sign of such size and location deemed reasonable by the ARB in its sole discretion; (3) sign indicating the presence of an electric or invisible dog fence of such size and location deemed reasonable by the ARB in its reasonable discretion; (4) one (1) professionally lettered "For Sale" sign not to exceed three feet (3') by five feet (5') in size may be displayed upon a Lot being offered for sale or lease; and (5) political signs endorsing a candidate or issue which is scheduled to be voted on at an election which is not more than six (6) weeks distant and which does not exceeding six (6) square feet.

All signs must be professionally prepared.

(iii) Tree Removal. No trees that are more than eight (8) inches in diameter at a point two (2) feet above the ground shall be removed without the prior written consent of the ARB; provided however, any trees, regardless of their diameter, that are located within ten (10) feet of a drainage area, a sidewalk, a residence or a driveway, or any diseased or dead trees, or any trees needing to be removed to promote the growth of other trees or for safety reasons may be removed without the written consent of the ARB. The above requirements shall be in addition to, and not in lieu of, any requirements with respect to the removal imposed by any governmental authority. Notwithstanding the foregoing, the ARB recognizes that the Lot Owner should have substantial discretion in locating a house on the Lot and, as such, the ARB shall not prohibit the removal of trees where removal of same is reasonably required for the construction of a home in the Owner's desired location on a Lot.

(iv) Street Trees. Notwithstanding the above, subsequent to construction of a home on a Lot any tree removed from that portion of a Lot which is adjacent to a

Private Street, except alleys, and is within the area designated for installation of street trees on the Master Plan, shall be replaced by the Owner with a tree of the same species, shall be planted in as close to the same location as is possible and shall be maintained by the Owner in accordance with Section 5.2 hereof. The above requirements shall be in addition to, and not in lieu of, any requirements with respect to the removal imposed by any governmental authority.

(v) Lighting. Exterior lighting visible from the street shall not be permitted except for: (1) approved lighting as originally installed on a Lot; (2) approved decorative post lights; (3) pathway lighting; (4) street lights in conformity with any established street lighting program for the Properties; (5) a reasonable number of seasonal decorative lights during the usual and common season as determined in sole discretion of the ARB; or (6) any additional lighting as may be approved by the ARB.

(vi) Temporary Structures. Except as may be permitted by the ARB, no temporary house, dwelling or outbuilding shall be placed or erected on any Lot. Other than as expressly provided herein or approved by the ARB, no mobile home, trailer home, travel trailer, camper or recreational vehicle shall be stored, parked or otherwise allowed to be placed on a Lot as a temporary or permanent dwelling. Builders may place temporary structures on the Lot as are reasonably necessary for the completion of construction, provided that such structures are first approved by the ARB and promptly removed following completion of construction on the Lot.

(vii) Accessory Structures. With the approval of the ARB, detached accessory structures may be placed on a Lot in approved locations to be used for a playhouse, tool shed, dog house, garage or other approved use. A garage may also be constructed as an attached accessory structure. Such accessory structures shall substantially conform in exterior design and quality to the dwelling on the Lot. With the exception of a garage that is attached to a dwelling and except as may be provided otherwise by the ARB, an accessory structure placed on a Lot shall be located only behind the dwelling as such dwelling fronts on the street abutting such Lot or in a location approved by the ARB. Unless otherwise authorized by the ARB, all accessory structures shall be located within side and rear setback lines as may be required by the ARB or by applicable zoning laws.

(viii) Utility Lines. Overhead utility lines, including lines for cable television, are not permitted except for temporary lines as required during construction and lines installed by or at the request of Declarant.

(ix) Standard Mailboxes. ARB reserves the right to approve the style, design, color and location prior to any original installation or replacement of any mailbox and may require the installation of standard mailboxes. Application shall be made to the ARB prior to installation or replacement of mailboxes (other than replacement of a mailbox with an identical mailbox), including the pole or other structure on which the mailbox is to be attached. By accepting a deed to a Lot, each Owner agrees that the ARB may remove any non-approved mailbox in a reasonable manner; all costs for same shall be paid by Owner of such Lot, and all claims for damages caused by the ARB are waived.

(x) Existing Structures. At the time of recordation of this Declaration, Lot 2 as shown on the current Master Plan, contains an existing dwelling which has not been constructed in accordance with the requirements of this Declaration, the Community-Wide Standard or the Design Guidelines. Prior to occupancy of same, the initial purchaser of Lot 2 from the Declarant shall be required to renovate and improve the dwelling such that it meets a certain minimum standard to be established by a majority of the Members of the ARB in its sole discretion at the time of submission of plans to the ARB for improvements to the Lot 2 dwelling. The Owners acknowledge and agree that such minimum standard shall be sufficiently high to require improvements to be made to the existing dwelling to make it generally compatible with the Community-Wide Standard, but may be less than the standard established by the Design Guidelines, at the discretion of the Declarant. Until such time as a certificate of occupancy is issued following such construction and renovations in accordance with plans that have been approved by the ARB, Lot 2 shall be deemed to be an unimproved Lot and shall be subject to the Declarant's rights of first refusal and repurchase set forth in Article 15 below.

9.6. No Waiver of Future Approvals/Exclusive Builders. Approval of proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any future proposals, plans and specifications, drawings or other matters subsequently or additionally submitted for approval. Notwithstanding the foregoing, one of the

primary purposes of having a Community-Wide Standard and the Design Guidelines is to require and promote consistency of development. As such, the ARB shall be consistent in its review and approval of development applications. Moreover, the Declarant and the Association recognize the quality and inherent workmanship of the pre-designated Exclusive Builders. As such, so long as an Owner has retained either of said Exclusive Builders to construct the initial residence on his, her or its Lot, said Owners (other than the Owner of Lot 2 which is required to get the approvals set out above), said Owner shall not be required to submit its house plans for approval of the ARB unless he, she or it requires a variance from an express standard set out herein, or in the Design Guidelines.

9.7. Variance. The ARB may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) prevent the ARB from denying a variance in other circumstances. Notwithstanding the foregoing, variances may also be approved by the Membership upon the written approval of two thirds of the Owners.

9.8. Limitation of Liability. The standards and procedures established pursuant to this Article are intended to provide a mechanism for maintaining and enhancing the overall aesthetics of the Properties only, and shall not create any duty to any Person, except that the ARB shall act in a consistent manner and shall work with the Lot Owners to permit development of each Lot in a reasonable manner which is generally consistent with the Design Guideline. Neither the Declarant, the Association, the Board nor the ARB shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, the adequacy of soils or drainage, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board, the ARB or any committee, or member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot. In all matters, the committees and their members shall be defended and indemnified by the Association as provided in Section 4.5.

9.9. Enforcement. The Declarant, any member of the ARB, or the Board, or the representatives of each shall have the right, during reasonable day-light hours and after reasonable notice, to enter upon any Lot to inspect for the purpose of ascertaining whether any structure or improvement is in violation of this Article. Any structure, improvement or

landscaping placed or made in violation of this Article shall be deemed to be non-conforming. Upon written request from the ARB, Owners shall, at their own cost and expense, remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore the property as required, any authorized agent of Declarant, the ARB or the Board shall have the right to file an action in the Superior Court of Cobb County, Georgia declaring the improvements to have been constructed or developed in contravention of this Declaration and requiring the Lot Owner to remove the violation and restore the property to substantially the same condition as previously existed.

Unless otherwise specified in writing by the ARB, all approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Lot, unless approval to modify any application has been obtained. If, after commencement, any Person fails to diligently pursue to completion all approved work, the Association shall be authorized, after notice to the Owner of the Lot and an opportunity to be heard in accordance with the By-Laws, to file an action in the Superior Court of Cobb County, Georgia declaring the improvements to have been constructed or developed in contravention of this Declaration and requiring the Lot Owner to remove or complete any incomplete work.

Neither the ARB nor any member thereof nor the Association, the Declarant, or their members, officers or directors shall be held liable to any Person for exercising the rights granted by this Article.

In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the ARB.

ARTICLE 10: USE RESTRICTIONS

10.1. General. This Article sets out certain use restrictions which must be complied with by all Owners and occupants of any Lot. The Properties shall be used only for residential, recreational, and related purposes consistent with this Declaration and any Supplemental Declaration entered into in accordance with this Declaration and the By-Laws.

10.2. Rules and Regulations. In addition to the use restrictions set forth in this Article, the Association's Board of Directors may, from time to time, without consent of the Members

(but subject to being over-ridden by the affirmative vote of a majority of same), promulgate, modify or delete rules and regulations applicable to the Properties. Such rules shall be distributed to all Owners and occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and occupants until and unless overruled, canceled or modified in a regular or special meeting by Members holding a Majority of the total Class "A" votes in the Association, and, during the Development Period, the written consent of the Declarant. Notwithstanding the foregoing, no such rule shall have the effect of placing greater restrictions on any current Lot Owner than were in place at the time that the Lot Owner purchased his Lot, unless said Lot Owner shall have expressly consented in writing to being bound by the more stringent restrictions.

10.3. Occupants Bound. All provisions of the Declaration, By-Laws, the rules and regulations and Design Guidelines governing the conduct of Owners and establishing sanctions against Owners shall also apply to all occupants even though occupants are not specifically mentioned.

10.4. Leasing. All Owners acknowledge that the Declarant intends for The Farm at Kennesaw Mountain to be a community of Owner-occupied residences. Leasing activity should be consistent with this intention. Lots may be leased for residential purposes only. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, By-Laws, use restrictions and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing. The Board may require notice of any lease together with such additional information deemed necessary by the Board including any credit reports or references. No lease shall contain a term (including all options to renew) of less than twelve (12) months or more than twenty-four (24) months unless otherwise approved by the Board in writing. Nothing contained in this Section 10.4, however, shall preclude a lease from including renewal provisions.

10.5. Residential Use. Lots may be used only for residential purposes of a single family and for ancillary business, home occupation or home office uses. A business, home occupation or home office use shall be considered ancillary so long as: (a) the existence or operation of the activity is not readily apparent or detectable by sight, sound or smell from outside the Lot; (b) the activity conforms to all zoning requirements for the Properties; (c) the activity does not involve regular visitation of the Lot by clients, customers, employees, suppliers or other invitees or door-to-door solicitation of residents of the Properties; (d) the activity does not materially increase traffic; and (e) the activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of

other residents of the Properties, as may be determined in the reasonable discretion of the Board.

No other business, trade or similar activity shall be conducted upon a Lot without the prior written consent of the Board. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit, or (c) a license is required.

The leasing of a Lot shall not be considered a business or trade within the meaning of this Section unless the lease term is less than twelve (12) months.

No more than two garage sales, moving sales, rummage sales, or similar activities shall be conducted upon a Lot during any twelve (12) month period without the prior written consent of the Board.

10.6. Occupancy of Unfinished Dwelling. No dwelling erected upon any Lot shall be occupied in any manner while in the course of construction nor at any time prior to the issuance of such dwelling's certificate of occupancy.

10.7. Vehicles.

(a) Automobiles and non-commercial trucks and vans shall be parked only in the garages or in the driveways and on approved parking pads serving the Lots unless otherwise approved by the ARB; provided however, the Declarant and/or the Association may designate certain on-street parking areas for visitors or guests subject to reasonable rules. Notwithstanding the foregoing, no automobile or non-commercial truck or van shall be parked on any Private Street during overnight hours, except in alleys, if any, subject to reasonable rules. No automobile or non-commercial truck or van may be left upon any portion of the Properties, except in a garage, if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. Such vehicle shall be considered a nuisance and may be removed from the Properties. No motorized vehicles shall be permitted on sidewalks, walking trails, or unpaved Common Area except for public safety vehicles authorized by the Board. Notwithstanding the foregoing, the Board, in its discretion may establish rules

which permit the operation of golf carts and/or mules, and similar motorized vehicles, on certain paths or other portions of the Common Areas or Exclusive Common Areas.

(b) Recreational vehicles shall be parked only in the garages, if any, serving the Lots or, with the prior written approval of the ARB, other hard-surfaced areas which are not visible from the street; provided however, guests of an Owner or occupant may park a recreational vehicle on the driveway or other approved parking pad serving such Owner's or occupant's Lot for a period not to exceed five (5) consecutive days during any thirty (30) days period and no more than ten (10) days during any twelve (12) month period. "Visibility" shall be determined by the ARB in its sole discretion. The term "recreational vehicles," as used herein, shall include, without limitation, motor homes, mobile homes, boats, "jet skis" or other watercraft, trailers, other towed vehicles, motorcycles, mini-bikes, scooters, go-carts, golf carts, campers, buses, commercial trucks and commercial vans. The Declarant and/or the Association may designate certain parking areas within the Properties for recreational vehicles subject to reasonable rules and fees, if any.

(c) Service and delivery vehicles may be operated and/or parked in the Properties during daylight hours for such periods of time as are reasonably necessary to provide service or to make a delivery within the Properties.

(d) All vehicles shall be subject to such reasonable traffic rules and regulations as the Board of Directors may adopt.

10.8. Private Streets. The Private Streets shall be subject to the provisions of this Declaration regarding use of Common Area. Additionally, Owners of Lots and other permitted users of the Private Streets pursuant to Section 2.2 shall be obligated to refrain from any actions which would impair the free flow of traffic or otherwise interfere with the use of the Private Streets by other authorized users of the Private Streets. Prohibited activities shall include without limitation parking on or otherwise obstructing any of the Private Streets.

10.9. Use of Common Area. There shall be no obstruction of the Common Area, nor shall anything be kept, parked or stored on any part of the Common Area without the prior written consent of the Association, except as specifically provided herein.

10.10. Impairment of Dwellings and Easements. Owners shall not perform any act or work that will impair the structural soundness or integrity of another dwelling or impair

any easement or hereditament, nor allow any condition to exist in violation of this Declaration which will adversely affect the other Lots or their Owners or occupants.

Exterior stoops, landings, steps, and entry areas which serve more than one (1) Lot are for the exclusive use and enjoyment of those Lots for which they serve, including their tenants, guests and invitees.

No Owner shall make any alterations to his or her Lot or bring or keep anything therein which will unreasonably increase the risk of fire, conflict with fire laws or the regulations of the local fire department or increase the premiums of any insurance policy on the Area of Common Responsibility maintained by the Association.

10.11. Animals and Pets. Unless otherwise permitted by the Board, after seeking input of the Membership, no animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any Lot, with the exception of dogs, cats or other usual and common household pets in reasonable number, as determined by the Board. All pets shall be reasonably controlled by the owner whenever outside a Lot and shall be kept in such a manner as to not become a nuisance by barking or other acts. All dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. Notwithstanding the foregoing, dogs are allowed to be unleashed while in a fenced Yard or while within an area which is enclosed by an "invisible fence," so long as the animal is not engaged in behavior which constitutes a nuisance to the other Owners, such as, for example, excessive barking. The owners of the pet shall be responsible for all the pet's actions. If, in the sole opinion of the Board, any animal becomes dangerous or an annoyance or nuisance in the Properties or to nearby property or destructive of wildlife, such animal shall be removed from the Properties or such other actions shall be taken so as to obviate the basis on which such conclusion was premised. Pets shall be registered, licensed and inoculated as required by law. The owner of the pet or the person responsible for the pet must immediately remove any feces left upon the Common Area by their pet(s). The owners of the pet or the person responsible for the pet shall also regularly collect and dispose of animal feces on their Lot.

10.12. Nuisance. It shall be the responsibility of each Owner and occupant to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his or her property. No property within the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept on a Lot or Common Area that will emit foul or obnoxious odors or that will cause any noise or other

condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property.

No noxious or offensive activity shall be conducted within the Properties. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes or as approved in writing by the ARB, shall be operated upon the exterior of any Lot in such a manner as emit noise on adjoining Lots or adjoining Common Area in violation of the applicable noise ordinances. Any siren or device for security purposes shall contain a device or system which causes it to shut off automatically after a reasonable period of time. Alarm systems shall also be registered with the Board and arrangements be made with the Board to allow the Board to respond to and shut off alarms when the occupant is not at the Lot.

Notwithstanding anything herein contained to the contrary, and provided that the same are conducted within lawful hours, the reasonable and normal development, construction and sales activities conducted or permitted by the Declarant shall not be considered a nuisance or a disturbance of the quiet enjoyment of any Owner or occupant.

10.13. Storage of Garbage Cans, Etc. All garbage cans shall be stored in such a location or shall be screened so as to be concealed from view of neighboring streets and property. All rubbish, trash and garbage shall be placed in appropriate containers at a designated location as directed by the Board from time to time and regularly removed and shall not be allowed to accumulate.

10.14. Combustible Liquid. There shall be no storage of gasoline, propane, heating or other fuels, except for reasonable amounts and kinds of fuel that may be stored in containers appropriate for such purpose on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment. The Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

10.15. Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed after a subdivision plat including such Lot has been approved and filed in the Public Records without the Declarant's prior written consent during the Development Period and the prior written consent of the ARB thereafter. In addition, no home shall be subdivided or partitioned to create housing for more than a single family, Declarant, however, hereby expressly reserves the right to re-plat any Lot or Lots which it owns. Any such division, boundary line change or re-platting by Declarant shall not be in violation of the applicable subdivision and zoning regulations, if any.

Notwithstanding anything herein contained to the contrary, the Owner of Lot 1 shall be permitted to subdivide same without the approval of the Declarant, the Association or any other Member or Owner so long as such subdivision complies with all applicable subdivision regulations established by the City of Marietta or other applicable governmental entities.

10.16. Sight Distance at Intersections. All property located at street intersections or driveways shall be landscaped and improved so as to permit safe sight across such areas as may be set forth in the Design Guidelines or otherwise approved by the ARB. No fence, wall, hedge or shrub shall be placed or permitted to remain where it would cause a traffic or sight problem.

10.17. Drainage and Grading.

(a) Catch basins and drainage areas are for the purpose of natural flow of water only. No improvements, obstructions or debris shall be placed in these areas. Unless otherwise approved by the ARB or the Board, no Owner may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers or storm drains.

(b) Each Owner shall be responsible for maintaining all drainage areas located on its Lot. Required maintenance shall include, but not be limited to, maintaining ground cover in drainage areas and removing any accumulated debris from catch basins and drainage areas.

(c) Each Owner shall be responsible for controlling the natural and man-made water flow from its Lot. No Owner shall be entitled to overburden the drainage areas or drainage system within any portion of the Properties with excessive water flow from its Lot. Each Owner shall be responsible for all remedial acts necessary to cure any unreasonable drainage flows from said Owner's Lot. Neither the Association nor the Declarant bears any responsibility for remedial actions to any Lot.

(d) No Person shall alter the grading of any Lot without prior approval pursuant to Article 9 of this Declaration. The Declarant hereby reserves for itself and the Association a perpetual easement across, under and through the Properties for the purpose of altering drainage and water flow. The exercise of such an easement shall not be permitted in such manner as to impair an Owner's ability to develop its Lot, to interfere with or damage existing or planned improvements on a Lot or to otherwise materially diminish the value of or unreasonably interfere with the use of any Lot

without the Owner's consent, which consent may be withheld by the Owner is his, her or its discretion.

(e) All Persons shall comply with any and all applicable federal, state, county and Georgia Department of Natural Resources Environmental Protection Division erosion control ordinances or regulations in construction of improvements on any Lot and, where required, shall maintain silt fencing and vegetative and structural sediment control and collection devices. Nothing contained in this sub-section, however, is intended to nor shall it prohibit a Lot Owner from seeking variances to or from any applicable federal, state, county regulations or requirements.

(f) All Persons shall comply with any and all applicable state or county ground disturbance laws, including, but not limited to, Chapter 9 of Title 25 of the Official Code of Georgia Annotated, also referred to as the Call-Before-You-Dig law, specifically, O.C.G.A. §25-9-6. Nothing contained in this sub-section, however, is intended to nor shall it prohibit a Lot Owner from seeking variances to or from any applicable federal, state, county regulations or requirements.

10.18. Irrigation. Owners shall not alter any irrigation systems located on the Lot without the prior written consent of the ARB. Unless the system is being enlarged or expanded, repair of existing irrigation systems shall not require the consent of the ARB.

ARTICLE 11 EASEMENTS

Declarant reserves, creates, establishes, promulgates and declares the non-exclusive, perpetual easements set forth herein for the enjoyment of the Declarant, the Association, the Members, the Owners and their successors-in-title.

11.1. Easements of Encroachment. Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, reciprocal, appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between adjacent Lots and between each Lot and any adjacent Common Area due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the

benefit of such easement. For purposes of the foregoing provision, any improvement or modification which is constructed or installed for or on behalf of a Lot Owner other than the Declarant without first obtaining the approval of the ARB shall be deemed to have been willful such that the Owner shall not benefit from the encroachment easement otherwise herein provided for.

11.2. Easements for Utilities, Etc.

(a) Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, reciprocal, appurtenant easements, for itself during the Development Period, for the Association, and the designees of each (which may include, without limitation, any governmental or quasi-governmental entity and any utility company) perpetual non-exclusive easements upon, across, over and under all of the Properties (but not through a structure, existing or proposed) in such locations as are shown on the Master Plan or in the conveyance documents executed upon transfer of a Lot from Declarant to a Builder or other Owner for the purpose of installing, constructing, monitoring, replacing, repairing, maintaining, operating and removing cable, digital or similar television systems and other devices for sending or receiving data and/or other electronic signals; security and similar systems; roads, walkways, irrigation, and drainage systems; street lights and signage; and all utilities, including, but not limited to, water, sewer, telephone, gas and electricity, and utility meters; and an easement for access of vehicular and pedestrian traffic over, across and through the Properties, as necessary, to exercise the easements described above.

Declarant may assign to any utility sub-metering company, the local water supplier, sewer service provider, electric company, telephone company and natural gas supplier the easements set forth herein across the Properties for ingress, egress, installation, reading, replacing, repairing and maintaining utility lines, meters and boxes, as applicable.

(b) Declarant reserves, creates, establishes, promulgates and declares for itself during the Development Period and its designees non-exclusive, perpetual, reciprocal, appurtenant easements and the non-exclusive right and power to grant such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of any property described on Exhibits "A" or "B". Notwithstanding anything herein contained to the contrary, unless it is shown on the Master Plan in existence at the time of the conveyance, Declarant's right to establish

easement subsequent to conveyance of a Lot to a Builder or Owner shall be subject to the reasonable review and approval of said successor Owner of the Lot.

(c) Any damage to a Lot resulting from the exercise of the easements described in subsections (a) and (b) of this Section shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of these easements shall not extend to permitting entry into the structures on any Lot, nor shall it unreasonably interfere with the use of any Lot, and except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant. All such easements shall be established within the setbacks for the Lots unless the Lot Owner agrees otherwise.

(d) Declarant reserves unto itself the right, in the exercise of its sole discretion, upon the request of any Person holding or intending to hold, an interest in the Properties, or at any other time,

(i) to release all or any portion of the Properties from the burden, effect and encumbrance of any of the easements granted or reserved under this Section, or (ii) to define the limits of any such easements.

11.3. Easements to Serve Additional Property. The Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, appurtenant easements for itself and its duly authorized successors and assigns, including without limitation, successors-in-title, agents, representatives, and employees, successors, assigns, licensees and mortgagees, an easement over the Common Area (but not over the Lots) for the purposes of enjoyment, use, access, and development of the Additional Property, whether or not such property is made subject to this Declaration. This easement shall include, but not be limited to, a right of ingress and egress over the Common Area for the posting of signs and for connecting and installing utilities serving the Additional Property. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of the Additional Property.

11.4. Easement for Entry. Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, appurtenant easements for the Association to enter upon any Lot for emergency reasons. Such right may be exercised by any member of the Board, the Association's officers, committee members, agents, employees and managers of the Association, and by all police officers, fire fighters, ambulance personnel and similar emergency personnel in

the performance of their duties. Except in emergencies, entry onto a Lot shall be only during reasonable hours and after notice to the Owner. This easement includes the right to enter any Lot to address an immediate risk of personal injury, but shall not authorize entry into any dwelling without permission of the Owner, except by emergency personnel acting in their official capacities. Entry under this Section for the stated purposes shall not constitute a trespass.

11.5. Easements for Maintenance and Enforcement. Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, appurtenant rights and easements for the Association to enter all portions of the Properties, including each Lot (but not including any structures located thereon), to perform its maintenance responsibilities under Article 5. Except in emergencies, entry onto a Lot shall be only after reasonable notice to the Lot Owner and during reasonable hours. This easement shall be exercised with a minimum of interference to the quiet enjoyment to Owners' property, and any damage shall be repaired by the Association at its expense. Entry under this Section shall not constitute a trespass.

11.6. Easements for Private Streets. Declarant hereby grants, and each Owner of a Lot by acceptance of a Deed hereby affords the other Owners, a perpetual, non-exclusive easement of use over and across any Private Street within the Properties, whether or not such Private Streets are Common Area, for the purpose of ingress and egress to public rights of way or Lots subject to the limitations set forth in Section 2.2 hereof.

11.7. Lateral Support. Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, reciprocal, appurtenant easements over every portion of the Common Area, every Lot, and any improvement which contributes to the lateral support of another portion of the Common Area or of another Lot for lateral support, and each shall also have the right to lateral support which shall be appurtenant to and pass with title to such property.

11.8. Liability for Use of Easements. No Owner shall have a claim or cause of action against the Declarant, its successors or assigns, arising out of the exercise or non-exercise of any easement reserved hereunder or shown on any subdivision plat for the Properties, except in cases of willful or wanton misconduct.

ARTICLE 12: MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots in the Properties. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

12.1. Notices of Action. An institutional holder, insurer or guarantor of a first Mortgage who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

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

(b) Any delinquency in the payment of assessments or charges owed by a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) Days, or any other violation of the Declaration or By-Laws relating to such Lot or the Owner which is not cured within sixty (60) Days;

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

(d) Any proposed action which would require the consent of a specified percentage of Eligible Holders pursuant to Federal Home Loan Mortgage Corporation requirements.

(e) Notices to the Association for purposes of this sub-section shall go to the Association at the following address: PO Box 825 Marietta GA 30061, or at such different address as the Association may establish by a Supplemental Declaration filed with the Public Records.

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

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

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

Mortgage by certified or registered mail, return receipt requested.

12.5. Construction of Article 12. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws or Georgia law for any of the acts set out in this Article.

ARTICLE 13: DECLARANT'S RIGHTS

13.1. Transfer or Assignment. With the consent of the majority of the Members of the Declarant, any or all of the special rights and obligations of the Declarant set forth in the Governing Documents may be transferred or assigned in whole or in part to the Association or to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration or the By-Laws. Upon any such transfer, the Declarant shall be automatically released from any and all liability arising with respect to such transferred rights and obligations. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records.

13.2. Development and Sales. The Declarant and Builders authorized by Declarant may maintain and carry on the Properties such activities as, in the sole opinion of the Declarant, may be reasonably required, convenient or incidental to the development of the Properties and/or the construction or sale of Lots.

In addition, the Declarant and Builders authorized by Declarant may establish within the Properties, at their sole cost and expense, such facilities as, in the sole opinion of the Declarant, may be reasonably required, convenient or incidental to the development of the Properties and/or the construction or sale of Lots, including, but not limited to, business offices, temporary construction trailers, signs, model units, tents, sales offices, sales centers and related parking facilities.

13.3. Improvements to Common Areas. The Declarant and its employees, agents and designees shall also have a right and easement over and upon all the Common Area for the purpose of making, constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion. Any such construction or installation shall be at the sole cost of the Declarant or its successors.

13.4. Additional Covenants. No Person shall record any declaration of covenants, conditions and restrictions, declaration of condominium, easements or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no

force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records. No such instrument recorded by any Person, other than the Declarant pursuant to Section 7.4, may conflict with the Declaration, By-Laws or Articles.

13.5. Right of Class "B" Member to Disapprove Actions. So long as the Class "B" membership exists, the Class "B" Member shall have the right to disapprove any action, policy or program of the Association, the Board and any committee which, in the sole judgment of the Class "B" Member, would tend to impair rights of the Declarant under the Governing Documents, or interfere with development of, construction on, or marketing of any portion of the Properties, or diminish the level of services being provided by the Association. This right to disapprove is in addition to, and not in lieu of, any right to approve or disapprove specific actions of the Association, the Board or any committee as may be granted to the Class "B" Member or the Declarant in the Governing Documents.

(a) The Class "B" Member shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board or any committee. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address the Class "B" Member has registered with the secretary of the Association, which notice complies with the By-Laws and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at such meeting.

(b) The Class "B" Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy or program which would be subject to the right of disapproval set forth herein. The Class "B" Member, its representatives or agents may make its concerns, thoughts and suggestions known to the Board and/or the members of the subject committee.

(c) No action, policy or program subject to the right of disapproval set forth herein shall become effective or be implemented until and unless the requirements of subsections (a) and (b) above have been met and the time period set forth in subsection (d) below has expired.

(d) The Class "B" Member, acting through any officer or director, agent or authorized representative, may exercise its right to disapprove at any time within ten

(10) Days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within ten (10) Days following receipt of written notice of the proposed action. No action, policy or program shall be effective or implemented if the Class "B" Member exercises its right to disapprove. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction on behalf of any committee, the Board or the Association. The Class "B" Member shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

13.6. Amendments. Notwithstanding any contrary provision of this Declaration, no amendment to or modification of any use restrictions and rules or Design Guidelines shall be effective without prior notice to and the written consent of the Declarant, during the Development Period. This Article may not be amended without the written consent of the Declarant. The rights contained in this Article shall terminate upon the earlier of (a) twenty (20) years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

ARTICLE 14: GENERAL PROVISIONS

14.1. Duration.

(a) Except as otherwise limited by Georgia law, this Declaration shall have perpetual duration, If Georgia law limits the period during which covenants may run with the land, then to the extent consistent with such law, this Declaration shall automatically be extended at the expiration of such period for successive periods of twenty (20) years each. Notwithstanding the above, if any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

(b) Unless otherwise provided by Georgia law, this Declaration may be terminated within the first twenty (20) years after the date of recording by an instrument signed by Owners of at least two-thirds of the total Lots within the Properties, which instrument is recorded in the Public Records; provided however, regardless of the

provisions of Georgia law, this Declaration may not be terminated during the Development Period without the prior written consent of the Declarant. After twenty (20) years from the date of recording, this Declaration may be terminated only by an instrument signed by Owners owning at least a majority of the Lots, which instrument complies with the requirements of O.C.G.A. §44-5-60(d) and is recorded in the Public Records. Nothing in this Section shall be construed to permit termination of any utility or access easement created in this Declaration without the consent of the holder of such easement.

14.2. Amendment.

(a) By Declarant. Until termination of the Class "B" membership, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, the Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee Mortgage loans on the Lots; or (iv) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent in writing. In addition, during the Development Period, Declarant may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

(b) By the Board. The Board shall be authorized to amend this Declaration with the consent of a majority of the Lot Owners (i) for the purpose of submitting the Properties to the Georgia Property Owners' Association Act, O.C.G.A. §44-3-220, et seq. (1994) and conforming this Declaration to any mandatory provisions thereof, and (ii) to correct scrivener's errors and other mistakes of fact, provided that amendments under this provision have no material adverse effect on the rights of the Owners. During the Development Period, any such amendment shall require the written consent of the Declarant.

(c) By Members. Except as otherwise specifically provided above and

elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members holding two thirds of the total Class "A" votes in the Association, and, during the Development Period, the written consent of the Declarant.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. In addition, unless the Lot Owner agrees otherwise in a writing that is filed with the Public Records, no amendment shall be effective to prevent any Lot Owner from making any use of the Property which was permitted of that Lot Owner immediately preceding the adoption of the Amendment.

(d) Validity and Effective Date. Any amendment to the Declaration shall become effective upon recordation in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration. No amendment may remove, revoke or modify any right or privilege of the Declarant or the Class "B" Member without the written consent of the Declarant, the Class "B" Member or the assignee of such right or privilege.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

14.3. Severability. Invalidation of any provision of this Declaration, in whole or in part, or any application of a provision of this Declaration by judgment or court order shall in no way affect other provisions or applications.

14.4. Dispute Resolution. It is the intent of the Association and the Declarant to encourage the amicable resolution of disputes involving the Properties and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, the Association, the Declarant and each Owner covenants and agrees that it shall attempt to resolve all claims, grievances or disputes involving the Properties, including, without limitation, claims, grievances

or disputes arising out of or relating to the interpretation, application or enforcement of the Governing Documents through alternative dispute resolution methods, such as mediation and arbitration. To foster the amicable resolution of disputes, the Board may adopt alternative dispute resolution procedures.

Participation in alternative dispute resolution procedures shall be voluntary and confidential. Should either party conclude that such discussions have become unproductive or unwarranted, then the parties may proceed with litigation or the pursuit of other remedies available so said parties at law or in equity.

14.5. Litigation. Except as provided below, no judicial or administrative proceeding shall be commenced or prosecuted by or on behalf of the Association unless approved by a vote of Members holding a majority of the total Association vote. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of the Governing Documents (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided in this Declaration; (c) proceedings involving challenges to ad valorem taxation; (d) counter-claims brought by the Association in proceedings instituted against it or (e) actions brought by the Association against any contractor, vendor or supplier of goods or services arising out of a contract for services or supplies. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above. This section is not intended to and shall not prevent an individual Lot Owner from instituting legal proceedings to enforce this Declaration or any of the other Governing Documents of the Association.

14.6. Non-Merger. Notwithstanding the fact that Declarant is the current owner of the Properties, it is the express intention of Declarant that the easements established in the Declaration for the benefit of the Properties and Owners shall not merge into the fee simple estate of individual Lots conveyed by Declarant or its successor, but that the estates of the Declarant and individual Lot owners shall remain as separate and distinct estates. Any conveyance of all or a portion of the Properties shall be subject to the terms and provisions of this Declaration, regardless of whether the instrument of conveyance refers to this Declaration.

14.7. Grants. The parties hereby declare that this Declaration, and the easements created herein shall be and constitute covenants running with the fee simple estate of the Properties. The grants and reservations of easements in this Declaration are independent of any covenants and contractual agreements undertaken by the parties in this Declaration and a breach

by either party of any such covenants or contractual agreements shall not cause or result in a forfeiture or reversion of the easements granted or reserved in this Declaration.

14.8. Cumulative Effect: Conflict. The provisions of this Declaration shall be cumulative with any additional covenants, restrictions and declarations applicable to any Lot and the Association may, but shall not be required to, enforce the additional covenants, conditions and provisions applicable to any Lot; provided however, in the event of a conflict between or among this Declaration and any additional covenants or restrictions, and/or the provisions of any articles of incorporation, by-laws, rules and regulations, policies or practices adopted or carried out pursuant thereto, this Declaration, the By-Laws, Articles and use restrictions and rules of the Association shall prevail or those of any Lot. The foregoing priorities shall apply, but not be limited to, the lien for assessments created in favor of the Association. Nothing in this Section shall preclude any Supplemental Declaration or other recorded declaration, covenants and restrictions applicable to any portion of the Properties from containing additional restrictions or provisions which are more restrictive than the provisions of this Declaration, and the Association shall have the standing and authority to enforce the same.

14.9. Use of the "The Farm at Kennesaw Mountain" Name and Logo. No Person shall use the words "The Farm at Kennesaw Mountain" or the logo for "The Farm at Kennesaw Mountain" in any printed or promotional material without the express written consent of the Association. However, Owners may use the words in printed or promotional matter where such terms are used solely to specify that particular property is located within The Farm at Kennesaw Mountain and the Association and any other community association located in The Farm at Kennesaw Mountain shall be entitled to use the words "The Farm at Kennesaw Mountain" in their name.

14.10. Compliance. Every Owner and occupant of any Lot shall comply with the Governing Documents. Failure to comply shall be grounds for an action by the Association or by any aggrieved Owner(s) to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, in addition to those enforcement powers granted to the Association in Section 4.3.

14.11. Notice of Sale or Transfer of Title. Any Owner desiring to sell or otherwise transfer title to a Lot shall give the Board at least seven (7) Days' prior written notice of the name. Such notice shall include, at a minimum, the name and address of the purchaser or transferee, the proposed date of such transfer of title, and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with

the transferee for all obligations of the Owner of the Lot, including assessment obligations, until the first to occur of: (i) the date upon which such notice is received by the Board, notwithstanding the transfer of title; and (ii) the date on which the deed of conveyance becomes a part of the Public Records.

14.12. Exhibits. Exhibits "A," "B," "C" and "D" attached to this Declaration are incorporated by this reference and amendment of such exhibits shall be governed by the provisions of Section 14.2. Exhibit "E" is attached for informational purposes and may be amended as provided therein.

ARTICLE 15: RIGHT OF FIRST REFUSAL AND RIGHT TO REPURCHASE

15.1. Right of First Refusal. Unless specifically waived or modified in writing by Declarant, in the event that an Owner desires to sell, transfer or assign a Lot prior to the issuance of a certificate of occupancy by the controlling governmental authority for a residential dwelling on the Lot, the Declarant (and the Association if the Declarant shall have given up its rights as set out above) shall have a right of first refusal to acquire the Lot upon the terms and conditions set forth herein below.

(a) Declarant shall have five (5) business days from the date of the receipt of the notice from the Owner evidencing its intent to transfer the Lot within which to deliver written notice to the Owner of the Declarant's exercise of its right of first refusal. After such period of time, the Owner shall be free to transfer the Lot to the proposed transferee identified in the notice of intention to sell.

(b) In the event that Declarant shall exercise its right of first refusal, the sale shall be consummated in accordance with this Article 15, particularly in Sections 15.4 and 15.5 herein below.

(c) In the event that Declarant does not exercise its right of first refusal and the Owner elects not to sell the Lot as evidenced in its notice of intention to transfer to the Declarant, the Declarant's right of first refusal shall continue to be in full force and effect against the Owner as to other or future proposed transfers of the Lot. If the Owner elects to sell the Lot pursuant to the aforesaid notice, the Declarant's right of first refusal shall be in force and affect against the new owner.

(d) Notwithstanding the above, Declarant shall have no right of first refusal if the transfer of the Lot is to (i) a Leasehold Owner; (ii) the spouse or a parent of the

Owner; (iii) a person who is a direct lineal descendant of the Owner; (iv) a trust whose beneficiaries are solely the parents, spouse and/or direct lineal descendants of the Owner, or any of the foregoing; (v) an entity in which the Owner owns, directly or indirectly, not less than 51% of such entity; (vi) an entity which owns, directly or indirectly, not less than 51% of the Owner; (vii) a person acquiring title pursuant to a foreclosure sale; or (viii) a person acquiring title by means of sale in lieu of foreclosure (each such transaction hereinafter referred to as an "Exempt Transaction"). The Owner shall give Declarant at least seven (7) Days prior written notice of any transfer which is an Exempt Transaction with sufficient documentation to establish that the transfer is an Exempt Transaction. The foregoing right shall not apply to any Lot which is subdivided from Lot 1 in accordance with Section 10.15 of this Declaration.

15.2. Right to Repurchase. The Declarant (and the Association to the extent that the Declarant shall have given up its rights in the manner set out above or if the Declarant shall cease to exist as an entity) shall have the right to repurchase ("Repurchase"), unless specifically waived or modified in writing by Declarant, any Lot upon the occurrence of any of the following events:

(a) The failure of the Owner to obtain a building permit and commence construction of a building on the Lot in accordance with plans approved by the Architectural Review Board within ten (10) years of the transfer of the Lot by the Declarant or from a successor-in-title of the Declarant. (The Declarant shall have no right of Repurchase under this Section 15.2 (a) and shall instead proceed under Section 15.2 (b) herein below after construction has commenced pursuant to plans approved by the Architectural Review Board); or

(b) The failure of the Owner to complete construction by obtaining the final certificate of occupancy issued by the controlling governmental authority with respect to all proposed construction on the Lot within twenty-four (24) months after commencement of construction in accordance with plans approved by the Architectural Review Board. Such time period may be extended by the Declarant in its sole discretion.

For the purposes of this Declaration, commencement of construction shall mean that (i) all plans for such construction have been approved by the ARB; (ii) a building permit has been issued for the Lot by the appropriate jurisdiction; and (iii) the foundation for a residential dwelling on the Lot has been poured. Completion of a dwelling shall mean that a certificate of occupancy has been issued by the appropriate jurisdiction for the Lot. Provided, however, if the Owner of Lot 1 shall have subdivided it into two Lots as permitted by this Declaration, but ownership of both subdivided Lots shall be in common ownership, including ownership by

related entities, then the repurchase rights set out in Section 15.2(a) shall not apply if one, but not both, of the Lots have been developed.

15.3. Declarant's Exercise of Repurchase Right. In order to exercise its Repurchase rights under Section 15.2 (the "Exercise"), Declarant shall deliver its written notice of Exercise to Owner, together with the Declarant's calculation of the Repurchase Price pursuant to Section 15.4 herein below. Such notice shall be given no later than one hundred twenty (120) days following the expiration of either the ten (10) year period to commence construction or the twenty-four (24) month period to complete construction after commencement, as applicable.

15.4. Repurchase Price. In the event that the Declarant shall exercise either its Right of First Refusal in accordance with Section 15.1 or its Right to Repurchase a Lot in accordance with Section 15.2, the repurchase price ("Repurchase Price"), shall equal the purchase price received by the Declarant plus five percent (5%) per annum of the purchase price received by the Declarant at the time of the initial conveyance out of Declarant plus the actual cost of improvements made to such Lot by Owner, if any, less any real estate commissions paid by the Declarant on the initial sale. Such costs shall be determined by Owner's production of original and verifiable invoices (the "Improvement Invoices") submitted to Declarant and shall not include any interest charges, other loan fees or carrying charges, closing costs, attorneys' fees, personal expenses of the Owner or its successors-in-title, or general overhead expenses. Failure by Owner to submit such invoices within seven (7) calendar days after demand from Declarant shall result in the amounts of such invoices being excluded from the Repurchase Price. At such time as the Declarant receives the foregoing Improvement Invoices from the Lots Owner(s), Declarant shall have a period of not less than ten (10) days within which to accept or object to same. If Declarant objects to the Improvement Receipts for any reason, the parties shall work together in good faith to resolve the objections and come to an agreement on the Purchase price and during the pendency of those efforts, Declarant shall be free at any time to rescind its election to repurchase the Lot. If the parties are unable to agree, the parties shall arbitrate such dispute before the American Arbitration Association and the arbitrator shall have the authority to impose costs on the non-prevailing party.

15.5. Repurchase Closing.

- (a) The closing on the exercise of the Right of First Refusal pursuant to Section 15.1 shall take place within thirty (30) days after the date of receipt of Declarant's written notice of exercise of the Right of First Refusal as provided pursuant to Section 15.1 (b) hereinabove. The closing on the exercise of the Right to Repurchase

pursuant to Section 15.2 shall take place within thirty (30) Days following the determination of the Repurchase Price pursuant to Section 15.4 above. If the closing is not completed for any reason other than an inability or refusal on the part of the Owner to sell the Lot to Declarant, then Declarant shall have waived its repurchase options pursuant to Section 15 as to the Lot for the remainder of the then Owner's ownership of same, but said rights shall be reinstated upon acquisition of the Lot by a new Owner.

(b) The Owner shall transfer the Lot by a limited warranty deed (subject to the same exceptions to title set forth in the deed of conveyance to Purchaser and subject to standard and customary easements that do not hinder the use of, development of, and/or the construction of improvements upon the Lot or any portion thereof).

(c) The Owner shall be obligated to pay any and all outstanding assessments or other charges due and owing under this Declaration and shall cure or cause to be cured all title defects or exceptions not existing at the time the Owner acquired the Lot from the Declarant.

(d) Real estate ad valorem taxes and prepaid assessments shall be prorated as of the date of closing.

(e) In the event that there are insufficient closing proceeds to cover all of the Owner's obligations pursuant to this Declaration (the unpaid amounts hereinafter, the "Deficiency"), Declarant shall have the right (but not the obligation) to take the Lot subject to such liens which are not paid from the closing proceeds and to obtain a recorded judgment against the Owner in the amount of the Deficiency which amount shall bear interest at the rate payable on judgments in Georgia from the date of closing until paid.

15.6. Subdivision of Lot. In the event that a Lot is subdivided in accordance with the provisions of this Declaration and subsequently transferred to a new Owner, the time period set forth in Section 15.2 (a) shall run from the date of such transfer for any resulting Lot which is an unimproved lot. For purposes of calculating the Repurchase Price under Section 15.4 the price paid to Declarant for the original Lot and the commission shall be allocated prorata on an acreage basis among the Lots resulting from the subdivision. In addition one half of the cost of effecting the subdivision shall be added to each of the subdivided Lots.

15.7. Subordination to Mortgages. The Declarant's rights under Sections 15.1 and 15.2

herein are subordinate and junior to all rights of Mortgagees under Mortgages recorded in the Public Records. Declarant shall have no right of Repurchase in the event of a foreclosure or proceedings in lieu of foreclosure; however, upon the transfer of title to the Lot as a result of such foreclosure or proceedings in lieu of foreclosure, the Lot will be subject to all of the provisions of this Declaration, including the provisions of this Article.

15.8. Expiration. Notwithstanding anything herein to the contrary, upon the earlier to occur of; (i) the issuance of the final certificate of occupancy by the controlling governmental authority with respect to all proposed construction on the Lot, unless such Lot is later subdivided in a manner resulting in the creation of a Lot(s) which is an unimproved lot (s), or (ii) twenty (20) years after the date this Declaration is recorded in the Public Records, the Declarant's right of first refusal and Repurchase rights provided for in this Article 15 shall expire and be of no further force or effect. Notwithstanding anything herein contained to the contrary, Declarant shall have no repurchase option in the event that a single Lot is divided into two Lots, the two Lots remain in common ownership, and a certificate of occupancy has issued for one of the Lots.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 30th day of June, 2014.

DECLARANT:

FARM AT THE RETREAT, LLC
A Georgia Limited Liability Company

By: [Signature] [Seal]
Edward Holm, Manager

Signed, sealed and delivered this 30th day of June, 2014 in the presence of:

[Signature]
Witness

[Signature]
Notary Public

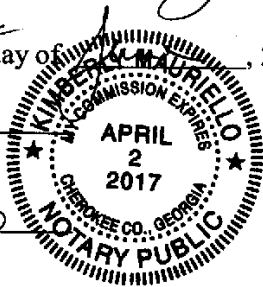


EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 288 OF THE 20TH DISTRICT, 2ND SECTION, CITY OF MARIETTA, COBB COUNTY, GEORGIA, AS SHOWN ON SURVEY FOR THE FARM AT THE RETREAT, LLC, DATED AUGUST 20, 2013, PREPARED BY GASKINS SURVEYING AND ENGINEERING COMPANY, AND BARING THE SEAL OF CHARLES E. DAVIS GEORGIA REGISTERED LAND SURVEYOR NO. 30388, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MARKER WITH A BRASS DISK STAMPED "NPS" AT THE SOUTHWEST CORNER OF LAND LOT 288 OF THE 20TH LAND DISTRICT, 2ND SECTION AND RUNNING THENCE NORTH 0°59'15" EAST A DISTANCE OF 333.50 FEET ALONG THE WEST LINE OF SAID LAND LOT TO A #5 REBAR FOUND; CONTINUING THENCE NORTH 0°57'09" EAST ALONG SAID WEST LAND LOT LINE A DISTANCE OF 230.11 FEET TO A #5 REBAR FOUND; CONTINUING THENCE NORTH 0°59'03" EAST ALONG SAID WEST LAND LOT LINE A DISTANCE OF 337.75 FEET TO A #4 REBAR FOUND; THENCE SOUTH 84°16'03" EAST A DISTANCE OF 174.76 FEET TO A #4 REBAR FOUND; THENCE NORTH 0°56'28" EAST A DISTANCE OF 300.11 FEET TO A #4 REBAR FOUND ON THE SOUTHERLY RIGHT OF WAY OF BURNT HICKORY ROAD (BEING 35.9 FEET TO THE CENTER LINE OF THE RIGHT OF WAY); THENCE SOUTH 84°14'42" EAST ALONG SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 471.38 FEET TO A #4 REBAR SET; THENCE SOUTH 0°53'29" WEST A DISTANCE OF 1,153.05 FEET TO A #4 REBAR FOUND ON THE SOUTHERLY LINE OF SAID LAND LOT 288; THENCE NORTH 88°33'01" WEST ALONG SAID SOUTHERLY LINE OF LAND LOT 288 A DISTANCE OF 645.46 FEET TO THE CONCRETE MARKER WITH BRASS DISK STAMPED "NPS" AT THE POINT OF BEGINNING.
CONTAINING IN ALL 16.22 ACRES.

EXHIBIT "C"

BY-LAWS

of

**The Farm at Kennesaw Mountain
Community Association, Inc.**

- TABLE OF CONTENTS -

	Page
ARTICLE 1: NAME, PRINCIPAL OFFICE AND DEFINITIONS.....	1
1.1. <u>Name</u>	1
1.2. <u>Principal Office</u>	1
1.3. <u>Definitions</u>	1
ARTICLE 2: ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES	1
2.1. <u>Membership</u>	1
2.2. <u>Place of Meetings</u>	1
2.3. <u>Annual Meetings</u>	2
2.4. <u>Special Meetings</u>	2
2.5. <u>Notice of Meetings</u>	2
2.6. <u>Waiver of Notice</u>	2
2.7. <u>Adjournment of Meetings</u>	2
2.8. <u>Voting</u>	3
2.9. <u>List for Voting</u>	3
2.10. <u>Proxies</u>	3
2.11. <u>Quorum</u>	4
2.12. <u>Conduct of Meetings</u>	4
2.13. <u>Action Without a Meeting</u>	4
2.14. <u>Vote Without a Meeting</u>	4
ARTICLE 3: BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS.....	4
A. <u>Composition and Selection</u>	4
3.1. <u>Governing Body; Composition</u>	4
3.2. <u>Number, Nomination and Election of Directors</u>	5
3.3. <u>Directors During Class "B" Control Period</u>	5
B. <u>Meetings</u>	5
3.5. <u>Organizational Meetings</u>	5
3.6. <u>Regular Meetings</u>	5
3.7. <u>Special Meetings</u>	5
3.8. <u>Notice</u>	6

3.9.	<u>Waiver of Notice</u>	6
3.10.	<u>Participation in Meetings</u>	6
3.11.	<u>Quorum of Board of Directors</u>	7
3.12.	<u>Compensation</u>	7
3.13.	<u>Conduct of Meetings</u>	7
3.14.	<u>Open Meetings</u>	7
3.15.	<u>Action Without a Formal Meeting</u>	8
C.	<u>Powers and Duties</u>	8
3.16.	<u>Powers</u>	8
3.17.	<u>Duties</u>	8
3.18.	<u>Management</u>	9
3.19.	<u>Accounts and Reports</u>	10
3.20.	<u>Borrowing</u>	10
3.21.	<u>Right to Contract</u>	10
3.22.	<u>Enforcement</u>	11
ARTICLE 4: OFFICERS.....		12
4.1.	<u>Officers</u>	12
4.2.	<u>Election and Term of Office</u>	12
4.3.	<u>Removal and Vacancies</u>	12
4.4.	<u>Powers and Duties</u>	12
4.5.	<u>Resignation</u>	12
4.6.	<u>Execution of Instruments</u>	13
4.7.	<u>Compensation</u>	13
ARTICLE 5: COMMITTEES.....		13
5.1.	<u>General</u>	13
ARTICLE 6: MISCELLANEOUS.....		13
6.1.	<u>Fiscal Year</u>	13
6.2.	<u>Parliamentary Rules</u>	13
6.3.	<u>Conflicts</u>	13
6.4.	<u>Books and Records</u>	14
6.5.	<u>Notices</u>	14
6.6.	<u>Amendment</u>	15

**BY-LAWS
OF
THE FARM AT KENNESAW MOUNTAIN COMMUNITY ASSOCIATION, INC.**

ARTICLE 1: NAME, PRINCIPAL OFFICE AND DEFINITIONS

1.1. Name.

The name of the corporation is The Farm at Kennesaw Mountain Community Association, Inc. (the "Association").

1.2. Principal Office.

The principal office of the Association shall be located in Cobb County, Georgia. The Association may have such other offices, either within or outside the State of Georgia, as the Board of Directors may determine or as the affairs of the Association may require.

1.3. Definitions.

The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms, however, shall have the same meaning as set forth in that Declaration of Covenants, Conditions and Restrictions for The Farm at Kennesaw Mountain Community Association filed in the Public Records, as it may be amended (the "Declaration"), unless the context indicates otherwise.

ARTICLE 2: ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

2.1. Membership.

The Association shall have two (2) classes of membership, Class "A" and Class "B", as more fully set forth in the Declaration, the terms of which pertaining to membership are incorporated by this reference. The Declarant may establish additional classes of membership as set forth in the Declaration.

2.2. Place of Meetings.

Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as the Board may designate, either within the Properties or as convenient as is possible and practical. Meetings may be held by

means of telephone conference, video conference or similar communications equipment, by means of which all persons participating in the meeting can converse with each other. Participation by one of these methods shall constitute presence in person at such meeting.

2.3. Annual Meetings.

The first meeting of the Association, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. Subsequent regular meetings shall be held not less than annually on dates and at times set by the Board.

2.4. Special Meetings.

The president may call special meetings. In addition, it shall be the duty of the president to call a special meeting within thirty (30) Days if so directed by resolution of the Board or upon a petition signed by Members representing at least two (2) Lots or upon written request of the Declarant.

2.5. Notice of Meetings.

Written notice stating the place, day, and time of any meeting of the Members shall be delivered to each Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) Days before the date of such meeting, by or at the direction of the president or the secretary or the officers or persons calling the meeting. In the case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

2.6. Waiver of Notice.

Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Association, either before or after such meeting. Attendance at a meeting shall be deemed a waiver of any objection as to notice of the time, date, and place thereof, unless specific objection as to the lack of proper notice is given at the time the meeting is called to order. Attendance at a special meeting also shall be deemed a waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7. Adjournment of Meetings.

If any meeting of the Association cannot be held because a quorum is not present, Members or their proxies holding a Majority of the votes represented at such meeting may adjourn the meeting to a time not less than five (5) nor more than twenty (20) Days from

EXHIBIT "E"

MORTGAGEE CONSENT

BANK OF NORTH GEORGIA, a Division of Synovus Bank ("Lender"), beneficiary under a Deed to Secure Debt and Security Agreement dated November 7, 2013, and recorded on November 15, 2013, in the Public Records of Cobb County Georgia at Deed Book 15121, Page 290-306 (as amended from time to time, the "Security Deed"), for itself and its successors and assigns, approves the foregoing Declaration of Covenants, Conditions and Restrictions for the Farm at Kennesaw Mountain Community Association (the "Declaration"), and Lender agrees and acknowledges that, upon recordation of the Declaration, the restrictive covenants contained in the Declaration will run with the land which serves as security for the debt evidences by the Security Deed and further agrees that any foreclosure or enforcement of any other remedy available to Lender under the Security Deed will not render void or otherwise impair the validity of the Declaration.

Dated: JUNE 30, 2014.

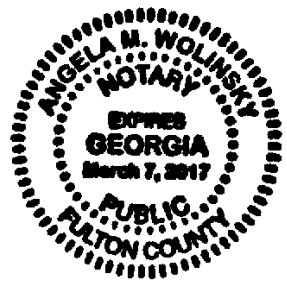
LENDER: [Signature]
By: John C. McSweeney
Name: _____
Title: Vice President

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: 3-7-17



the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not set by those in attendance at the original meeting or if for any reason a new date is set for reconvening the meeting after adjournment, notice for reconvening the meeting shall be given to Members in the manner prescribed in Section 2.5.

2.8. Voting.

The voting rights of the Members shall be as set forth in the Declaration and in these By-Laws, and such voting rights provisions are specifically incorporated by this reference. The Board may adopt policies and procedures regarding the methods of casting votes, such as written ballots, secret ballots or computer access.

2.9. List for Voting.

After setting a record date for notice of a meeting, the Board shall prepare an alphabetical list of the names of the Members entitled to notice of such meeting. The list shall show the address of the Member and the number of votes each is entitled to vote at the meeting. The list for voting shall be made available for inspection in accordance with Georgia law.

2.10. Proxies.

At all meetings of Members, each Member may vote in person (if a corporation, partnership, limited liability company, or trust, through any officer, director, partner, member, manager or fiduciary duly authorized to act on behalf of the Member) or by proxy, subject to the limitations of Georgia law relating to use of general proxies and subject to any specific provision to the contrary in the Declaration or these By-Laws. Every proxy shall be in writing specifying the Lot(s) for which it is given, signed by the Member or such Member's duly authorized attorney-in-fact, dated and filed with the secretary of the Association prior to the meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two (2) or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. Every proxy shall be revocable and shall automatically cease upon conveyance of any Lot for which it was given, or upon receipt of notice by the secretary of the death or judicially declared incompetence of a Member who is a natural person, or of written revocation, or eleven (11) months from the date of the proxy, unless a shorter period is specified in the proxy.

2.11. Quorum.

The presence, in person or by proxy, of Members representing fifty percent (50%) of the total Class "A" votes in the Association shall constitute a quorum at all meetings of the Association. If a quorum is present, business may be continued until adjournment, notwithstanding the withdrawal of Members leaving less than a quorum, provided that any action taken is approved by at least a Majority of the votes required to constitute a quorum.

2.12. Conduct of Meetings.

The president shall preside over all meetings of the Association, and the secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

2.13. Action Without a Meeting.

Any action required or permitted by law to be taken at a meeting of the Association may be taken without a meeting, without prior notice and without a vote, if written consent specifically authorizing the proposed action is signed by all Members entitled to vote on such matter. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated and delivered to the Association at its principal place of business in the State of Georgia filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) Days after receiving authorization for any action by written consent, the secretary shall give written notice to all Members summarizing the material features of the authorized action.

2.14. Vote Without a Meeting.

Any action that could otherwise be taken at a meeting may also be taken by written polling (including email) of the Members; provided, however, the Members shall have not less than Ten(10) and not more than thirty (30) days within which to respond to such polling and each Member shall have until the conclusion of said period of time within which to change or withdraw a vote previously made in response to such polling.

ARTICLE 3: BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

A. Composition and Selection.

3.1. Governing Body; Composition.

The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) equal vote. Except with respect to directors appointed by the Class

"B" Member or serving as a representative of the Declarant, the directors shall be eligible Members or residents; provided however, no Owner and resident representing the same Lot may serve on the Board at the same time. No Owner or resident shall be eligible to serve as a director if any assessment for such Owner's or resident's Lot is delinquent. A "resident" for the purposes of these By-Laws shall mean any natural person eighteen (18) years of age or older whose principal place of residence is a Lot within the Properties. In the case of a Member which is not a natural person, any officer, director, partner, member, manager, employee, or fiduciary of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member, provided no Member may have more than one (1) such representative on the Board at a time, except in the case of directors appointed by or serving as representatives of the Class "B" Member or the Declarant.

3.2. Number, Nomination and Election of Directors.

Except as provided in Section 3.3, the Board shall consist of one director for each approved platted Lot, and the Owner(s) of each Lot shall each be permitted to appoint or elect a Director.

3.3. Directors During Class "B" Control Period.

All directors shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member during the Class "B" Control Period.

B. Meetings.

3.5. Organizational Meetings.

Within thirty (30) Days after the election or appointment of new directors, the Board shall hold an organizational meeting at such time and place as the Board shall set.

3.6. Regular Meetings.

Regular meetings of the Board may be held at such time and place as a Majority of the directors shall determine, but at least one (1) such meeting shall be held during each year.

3.7. Special Meetings.

Special meetings of the Board shall be held when called by written notice signed by the president or vice president or by any two (2) directors.

3.8. Notice.

Notice of a regular meeting shall be communicated to directors not less than four (4) Days prior to the meeting. Notice of a special meeting shall be communicated to directors not less than seventy-two (72) hours prior to the meeting. No notice need be given to any director who has signed a waiver of notice or a written consent to holding of the meeting. The notice shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. Notices shall be given to each director by: (a) personal delivery; (b) first class mail, postage prepaid; (c) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; (d) telecopier transmission to the director's home or office, with confirmation of receipt by the receiving telecopier; (e) telegram, charges prepaid; (f) overnight or same day delivery, charges prepaid; or (g) electronic mail or e-mail using Internet accessible equipment and services if the director has consented in writing to such method of delivery and has provided the Board with an electronic mail or e-mail address. All such notices shall be given at the director's telephone or telecopier number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deemed communicated when deposited into a United States mailbox. Notices given by personal, overnight or courier delivery, telephone, telecopier, telegraph, electronic mail, or e-mail shall be deemed communicated when delivered, telephoned, telecopied, electronically mailed, e-mailed or given to the telegraph company.

3.9. Waiver of Notice.

The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.10. Participation in Meetings.

Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of telephone conference, video conference, or similar communications equipment, by means of which all persons participating in the meeting can converse with each other. Participation in a meeting pursuant to this Section shall constitute presence in person at such meeting.

3.11. Quorum of Board of Directors.

At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these By-Laws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a Majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a Majority of the directors present at such meeting may adjourn the meeting to a time not less than four (4) nor more than twenty (20) Days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.12. Compensation.

Directors shall not receive any compensation from the Association for acting as such unless approved by Members representing a Majority of the total Class "A" votes in the Association at a regular or special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a Majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a Majority of the Board, excluding the interested director.

3.13. Conduct of Meetings.

The president shall preside over all meetings of the Board, and the secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings. In the case of a tie vote on a motion or resolution before the Board, the motion or resolution is considered lost.

3.14. Open Meetings.

Subject to the provisions of Sections 3.10 and 3.15, all meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on a Member's behalf by a director. In such case, the president may limit the time any Member may speak. Notwithstanding the above, the president may adjourn any meeting of the Board, reconvene in executive session, and exclude Members to discuss matters of a sensitive nature.

3.15. Action Without a Formal Meeting.

Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

3.16. Powers.

The Board shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Governing Documents and as provided by law. The Board may do or cause to be done all acts and things which the Governing Documents or Georgia law do not direct to be done and exercised exclusively by the membership generally.

3.17. Duties.

The duties of the Board shall include, without limitation:

- (a) preparing and adopting, in accordance with the Declaration, an annual budget establishing each Owner's share of the Common Expenses;
- (b) levying and collecting such assessments from the Owners;
- (c) providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility;
- (d) designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) depositing all funds received on behalf of the Association in a bank depository which it shall approve and using such funds to operate the Association, provided any reserve funds may be deposited, in the directors' best business judgment, in depositories other than banks;
- (f) making and amending rules in accordance with the Declaration;

- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) contracting for repairs, additions, and improvements to or alterations of the Common Area in accordance with the Governing Documents;
- (i) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
- (j) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;
- (k) paying the costs of all services rendered to the Association;
- (l) keeping books with detailed accounts of the receipts and expenditures of the Association;
- (m) making available to any Owner, and the holders, insurers, and guarantors of any Mortgage on any Lot, current copies of the Governing Documents and all other books, records, and financial statements of the Association as provided in Section 6.4;
- (n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties; and
- (o) indemnifying a director, officer or ARB or committee member, or former director, officer or ARB or committee member of the Association to the extent such indemnity is required or permitted under Georgia law or the Governing Documents.

3.18. Management.

The Board may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policy-making authority. The Declarant or an affiliate of the Declarant may be employed as managing agent or manager.

The Board may delegate to one (1) of its members the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board.

3.19. Accounts and Reports.

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

- (a) cash or accrual accounting, as defined by generally accepted accounting principles, shall be employed;
- (b) accounting and controls should conform to generally accepted accounting principles;
- (c) cash accounts of the Association shall not be commingled with any other accounts;
- (d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any item of value received shall benefit the Association;
- (e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board; and
- (f) an annual financial report shall be made available to all Members within one hundred twenty (120) Days after the close of the fiscal year. Such annual report may be prepared on an audited, reviewed or compiled basis, as the Board determines; provided however, upon written request of any holder, guarantor or insurer of any first Mortgage on a Lot, the Association shall provide an audited financial statement.

3.20. Borrowing.

The Association shall have the power to borrow money for any legal purpose; provided however, if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous twelve (12) month period, exceeds or would exceed ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year, the Board shall obtain the approval of Members holding at least sixty-seven percent (67%) of the total votes allocated to Lots prior to borrowing such money.

3.21. Right to Contract.

The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to

enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or other owners or residents associations.

3.22. Enforcement.

(a) Notice. Prior to imposition of any sanction requiring compliance with these procedures as set forth in the Declaration, the Board or its delegate shall serve the alleged violator with written notice including (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a statement that the alleged violator may present a written request for a hearing to the Board or the covenants committee, if one has been appointed pursuant to Article 5, within fifteen (15) Days of the notice; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a request for a hearing is received within fifteen (15) Days of the notice. If a timely request is not received, the sanction stated in the notice shall be imposed; provided however, the Board or covenants committee, as the case may be, may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the fifteen (15) Day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person. In the event of a continuing violation, each day the violation continues beyond the fifteen (15) Day period shall constitute a separate offense, and fines may be imposed on a per diem basis without further notice to the violator. In the event of a violation which recurs within one (1) year from the date of any notice hereunder, the Board or covenants committee, as the case may be, may impose a sanction without further notice to the violator. The Board may adopt a schedule of sanctions for violations of the Governing Documents.

(b) Hearing. If a hearing is requested within the allotted fifteen (15) Day period, the hearing shall be held before the covenants committee, or if none has been appointed, then before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director or delegate who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any. The Board may adopt a schedule of sanctions for violations of the Governing Documents.

(c) Appeal. If a hearing is held before a covenants committee, the violator shall have the right to appeal the committee's decision to the Board. To exercise this right, a written notice of appeal must be received by the manager, president, or secretary of the Association within fifteen (15) Days after the hearing date.

ARTICLE 4: OFFICERS

4.1. Officers.

The officers of the Association shall, at a minimum, be a president and a secretary. The president shall be elected from among the members of the Board; other officers may, but need not be members of the Board. The Board may appoint such other officers, including, without limitation, one (1) or more vice presidents, one (1) or more assistant secretaries, a treasurer, and one (1) or more assistant treasurers, as it shall deem desirable, with such officers to have such authority and perform such duties as the Board prescribes. Any two (2) or more offices may be held by the same person, except the offices of president and secretary.

4.2. Election and Term of Office.

The Board shall elect the officers of the Association at the first meeting of the Board following each election of new directors. Such officers shall serve until their successors are elected.

4.3. Removal and Vacancies.

The Board may remove any officer whenever, in its judgment, the best interest of the Association will be served and may fill any vacancy in any office arising because of death, resignation, removal or otherwise for the unexpired portion of the term.

4.4. Powers and Duties.

The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The president shall be the chief executive officer of the Association. The treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. The secretary shall be responsible for preparing minutes of meetings of the Association and the Board and for authenticating records of the Association.

4.5. Resignation.

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

4.6. Execution of Instruments.

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

4.7. Compensation.

Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.12.

ARTICLE 5: COMMITTEES

5.1. General.

The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution. Unless otherwise provided by the Board, committee members shall be eligible Members or residents; provided however, no Class "A" Member may have more than one (1) representative on a committee at any time. No committee appointed by the Board shall be empowered to take any affirmative action or to bind the Board or the Association without the consent of the Board.

ARTICLE 6: MISCELLANEOUS

6.1. Fiscal Year.

The fiscal year of the Association shall be the calendar year unless the Board establishes a different fiscal year by resolution.

6.2. Parliamentary Rules.

Except as may be modified by Board resolution, Robert's Rules of Order Newly Revised (current edition) shall govern the conduct of Association proceedings when not in conflict with Georgia law, the Articles of Incorporation, the Declaration or these By-Laws.

6.3. Conflicts.

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

6.4. Books and Records.

(a) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Lot, any Member or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Lot: the Declaration, By-Laws and Articles of Incorporation, any amendments and supplements to the foregoing, the rules of the Association and the minutes of meetings of the Members, the Board and committees. The Board shall provide for such inspection to take place at the office of the Association or at such other place within the Properties as the Board shall designate during normal business hours.

(b) Rules for Inspection. The Board may establish rules with respect to:

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

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

6.5. Notices.

Except as otherwise provided in the Declaration or these By-Laws, all notices, demands, bills, statements and other communications under the Declaration or these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) if to a Member, at the address which the Member has designated in writing and filed with the secretary or, if no such address has been designated, at the address of the Lot of such Member; or

(b) if to the Association, the Board or the managing agent, at the principal office of the Association or the managing agent or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

If mailed, any notice shall be deemed to be delivered when deposited in the United States mail addressed with postage prepaid. To increase flexibility, any Person, including

the Association, may consent to or request in writing additional methods of receiving notice, including but not limited to, facsimile, electronic mail or e-mail.

6.6. Amendment.

(a) By Declarant. Until termination of the Class "B" membership, the Declarant may unilaterally amend these By-Laws for any purpose. Thereafter, the Declarant may unilaterally amend these By-Laws if such amendment is necessary to enable the U. S. Department of Veterans Affairs, the U. S. Department of Housing and Urban Development, the Federal Housing Administration, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation to make, purchase, insure or guarantee Mortgage loans on the Lots; provided however, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing. In addition, during the Development Period, the Declarant may unilaterally amend these By-Laws for any other purpose, provided the amendment has no material adverse effect upon any right of any Member.

(b) By the Board. The Board shall be authorized to amend these By-Laws without the consent of the Members (i) for the purpose of submitting the Properties to the Georgia Property Owners' Association Act, O.C.G.A. §44-3-220, et seq. (1994) and conforming these By-Laws to any mandatory provisions thereof, and (ii) to correct scrivener's errors and other mistakes of fact, provided that any amendments under this provision have no material adverse effect on the rights of the Members. During the Development Period, any such amendment shall require the consent of the Declarant.

(c) By Members. Except as provided above, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members holding at least sixty-seven percent (67%) of the total Class "A" votes in the Association, and, during the Development Period, the written consent of the Declarant. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(d) Validity and Effective Date. Any amendment to these By-Laws shall become effective upon recordation in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

No amendment may remove, revoke or modify any right or privilege of the Declarant or the Class "B" Member without the written consent of the Declarant, the Class "B" Member or the assignee of such right or privilege.

If a Member consents to any amendment to the Declaration or these By-Laws, it will be conclusively presumed that such Member has the authority to consent and no contrary provision in any Mortgage or contract between the Member and a third party will affect the validity of such amendment.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of The Farm at Kennesaw Mountain Community Association, Inc., a Georgia nonprofit corporation; and

That the foregoing By-Laws constitute the original By-Laws of the Association, as duly adopted at a meeting of the Board of Directors thereof held on the ____ day of _____, 20__.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed the seal of said Association this ____ day of _____, 20__.

Secretary [SEAL]

EXHIBIT "D"

DESIGN GUIDELINES

for

NEW CONSTRUCTION

and

MODIFICATIONS

within

The Farm at Kennesaw Mountain

Dated: Monday, June 30, 2014

TABLE OF CONTENTS

1.0 INTRODUCTION..... 1

 1.1 Purpose 2

2.0 NEW CONSTRUCTION 2

 2.1 Design Review Procedures 2

 2.2 Architectural Design Guidelines..... 4

 2.3 Site Design Guidelines 5

3.0 MODIFICATIONS 7

 3.1 Modifications Review Procedures 7

 3.2 Design Guidelines and Restrictions..... 8

 3.3 Special Stipulations 11

4.0 DEVELOPMENT 12

 4.1 Standards for Development 12

 4.2 Tree Preservation 13

 4.3 Silt Control and Management 13

 4.4 Signage and Graphics 13

5.0 NONLIABILITY FOR APPROVAL OF PLANS..... 14

**DESIGN GUIDELINES FOR NEW CONSTRUCTION
AND MODIFICATIONS WITHIN THE FARM AT KENNESAW MOUNTAIN**

1.0 INTRODUCTION

The Farm at Kennesaw Mountain is a unique community offering traditional cottage style homes. The community is the result of many hours of planning and designing by The Farm at Kennesaw Mountain in consultation with a superior team of recognized real estate professionals.

As a result of the pre-development planning efforts of Farm at the Retreat, LLC (the "Developer"), these design guidelines ("Design Guidelines") are intended to ensure the protection of The Farm at Kennesaw Mountain concept, community lifestyle and individual property values through the establishment of consistent design guidelines, architectural standards and design review procedures. All property owners, including builders, are bound by the procedures and standards incorporated into these Design Guidelines, which are intended to establish and promote construction and development standards that preserve and protect the natural beauty and serenity of The Farm at Kennesaw Mountain. The Developer has gone to great lengths to protect the park and natural areas and to ensure that no buildings, dwellings, accessory buildings, screening, fences, walls or other structures of any kind shall be erected, placed or altered on any lot or parcel within The Farm at Kennesaw Mountain until proposed building plans, elevations, exterior colors, exterior finish treatments, and/or other details outlined herein have been approved in writing by the Architectural Review Board ("ARB") that has been or will be established and maintained in accordance with the Declaration of Covenants, Conditions and Restrictions for The Farm at Kennesaw Mountain (the "Declaration").

Among other things, the ARB has been established to review all plans for construction and modifications of improvements existing or to be built in the Farm at Kennesaw Mountain. In accordance with the Declaration, the Developer has created these Design Guidelines. The ARB has adopted these Design Guidelines and has the authority, pursuant to the Declaration, but subject to the over-riding vote of the Owners of the Lots, as defined in the Declaration, to change, modify or add to the content of these Design Guidelines to serve the needs of an evolving community. Because the Design Guidelines are subject to change periodically, each applicant, builder and property owner shall be responsible for verification of and compliance with all current Design Guidelines.

Capitalized terms not specifically defined herein shall have the meaning set forth in the

Declaration.

To the extent that any local government ordinances, building codes or regulations requires a more restrictive standard than the standards set forth in these Design Guidelines or the Declaration, the local government standards shall prevail. To the extent that any local government standard is less restrictive than these Design Guidelines or the Declaration, the Declaration and Design Guidelines (in that order) shall prevail.

1.1 Purpose

Article 9, entitled "Architectural Standards," of the Declaration lays the groundwork for the architectural control process. This booklet provides additional information, though not inclusive, to assist builders, property owners, and residents in understanding and following community standards and procedures.

In conjunction with the Declaration, these guidelines are intended to regulate construction and development activity in the Farm at Kennesaw Mountain, including (but not limited to) new construction, modifications and community development with the intent of assuring The Farm at Kennesaw Mountain property owners of the quality control they would expect and desire to preserve the character of the community. A description of the architectural review process is provided herein, as well as recommendations and performance levels as established by the ARB. Architectural variation is encouraged within the bounds of appropriateness, but the ARB has set basic standards to promote harmonious community aesthetics and environmental compatibility for The Farm at Kennesaw Mountain.

2.0 NEW CONSTRUCTION

"New construction" refers to the initial construction of a home and accompanying structures on a lot. This section explains the design review procedures, as well as the architectural and site design guidelines for exterior building and individual site conditions, which will be used by the ARB in reviewing applications.

2.1 Design Review Procedures

Unless otherwise provided in the Declaration, construction plans for all new homes in The Farm at Kennesaw Mountain are reviewed to ensure that the exteriors are generally consistent with surrounding properties and contribute towards the overall theme of The Farm at Kennesaw Mountain. All owners within The Farm at Kennesaw Mountain are required to comply with the following review procedures:

1. Review Fee: The ARB reserves the right to collect a review fee in an amount not to exceed One Hundred Fifty Dollars (\$150.00) per individual floor plan. If the ARB elects to collect this fee, it shall be payable to the ARB upon submission of the application for approval.

2. New Home Plan Approval: Unless the new home is to be constructed by one of the Exclusive Builders recognized in the Declaration, the Applicants must submit architectural drawings prior to commencement of new home construction or purchase of a building permit. The applicant must submit a Design Review Application Form (attached hereto as Exhibit "A") along with two (2) sets of new home architectural drawings and specifications for ARB review. The ARB shall review and respond to each submittal within forty-five (45) days from receipt of the fully completed application and new home construction plans. If the ARB does not respond in writing within forty-five (45) days, the plans shall be deemed approved as submitted, subject to the provisions of the Declaration.

3. Submission Requirements of the ARB: Building plans shall be drawn at a scale of 1/4 inch equals 1 foot or larger and shall show all 4 exterior elevations. The front elevation shall be drawn at one 1/4 scale and the other three elevations at 1/8 inch scale including all basement openings, deck locations and exterior mechanical locations. Plans shall include fully dimensioned floor plans. Although the ARB does not review floor plans or interior specifications, these will allow for proper review of the elevation and exterior details.

Exterior materials and finishing color schedules shall be provided and shall include the type and color of all roofing material, siding, stucco, stone, brick or other material for each elevation. The ARB reserves the right to request samples of any exterior finished materials.

The Exclusive Builders for the Farm at Kennesaw Mountain shall not be required to submit house plans or individual site plans unless two-thirds of the ARB Members determine that the builder is not using its best efforts to construct new homes in a manner compatible with surrounding properties or is not taking appropriate steps to ensure that the builder reflects the environmental sensitivity and high standard of aesthetics established by the Developer of the Farm at Kennesaw Mountain.

At the request of the ARB, any applicant or builder (other than an Exclusive Builder) may be required to provide a site plan at a scale of 1 inch equals 20 feet (20') including some or all of the following items:

- a. Footprint of the home and garage on the individual lot.
- b. Finished floor elevation.

- c. Clearing limits.
- d. All buildings and set back lines.
- e. Existing and proposed grades.
- f. Existing trees to remain.
- g. Location of all driveways, walks, patios, decks, walls or easements which impact the home.

4. **New Home Landscape Plan Approval:** In addition to submittal of new home plans, each applicant must submit a landscape plan, a written list of typical types and quantities of materials and a typical landscaping budget simultaneously with submittal of new home plans to the ARB. Upon ARB approval, these plans, materials and budget shall become the landscape guidelines for the lots of such builder. In addition, all new homes in The Farm at Kennesaw Mountain shall conform with the landscape guidelines contained herein.

5. **Deviations from Approved Plans:** Any material change to or deviation from the approved new construction plans which is visible from the exterior of the house must be submitted to the ARB for review in the same manner as the procedures and submission requirements outlined above. The builder is encouraged to submit changes at the earliest possible time to avoid costly delays. A reasonable re-submittal fee, not to exceed One Hundred Fifty Dollars (\$150.00) per plan may be required by the ARB to accompany the revised plans.

2.2 Architectural Design Guidelines

1. All exposed concrete block or poured concrete foundations and site retaining walls shall be covered with stone, brick, stucco, pargeted and painted or made of treated wood which complements the individual house materials.

2. Primary building materials shall be brick, hard coat stucco, and stone which reflects the traditional cottage style character of The Farm at Kennesaw Mountain. Vinyl and synthetic stucco are not permitted as building materials.

3. Roofing materials shall generally be slate, copper, shake-pine, cedar shake, architectural shingle or clay tile in colors and textures, which complement the traditional architectural theme and individual home colors.

4. Primary colors for stucco, brick, trim, gutters, garage doors or any other exterior surface must be selected to complement the traditional architectural theme.

5. Stucco shall be painted or integrally colored.
6. All sheet metal and PVC work, such as roof caps, flashing, plumbing vents and chimney caps or any other roof protrusion, shall be painted flat black or painted to match roof colors.
7. Metal windows, doors, louvers and window and door screens must be anodized bronze or factory finished colors or compatible with the individual home's primary and trim colors. Vinyl is not permitted for windows, trim, eaves, overhangs or other exterior surfaces.
8. Roof stacks and plumbing vents must be placed on the rear slopes of roofs if at all possible.
9. Chimneys framed to receive pre-fabricated fireplaces and flues must not be cantilevered on the front side of the house. All cantilevered fireplaces should be on the side or rear of individual homes.
10. All garage doors must be operational. All homes must have a garage sufficient in size to park at least two (2) mid-sized vehicles. Where practical, garage doors shall be oriented for side entry instead of front entry. If it is impractical to orient the garage doors in this manner, then upgraded garage doors shall be required to improve the aesthetics.

2.3 Site Design Guidelines

1. A limited number of fencing styles will be permitted within The Farm at Kennesaw Mountain, and all fencing shall either be submitted for ARB approval or must conform to one of the permitted styles. Backyard fences shall generally start within the rear third of the house unless otherwise approved by the ARB. On corner lots, fencing into the side yard adjacent to the roadway may be subject to additional restrictions, as determined in the sole discretion of the ARB. The ARB encourages fences comprised of three rail, split rail, or cedar up to 4 feet (4') in height which may have two inches by 4 inches (2"x4") wire fabric stretched and stapled on the inside face of the fencing. Privacy fencing for lots with pools or spas may be approved with a cedar design up to a maximum of six feet (6') in height. The following additional fence types are also acceptable: solid cedar, solid pressure treated, shadowbox, wrought iron or picket. Fence color must be the natural wood finish or as otherwise approved in writing. The finished side of the fence shall face the neighboring streets and properties on all sides. Fenced dog runs or pens are not permitted. Chain-link fencing is not permitted.

2. If visible from the Private Streets or adjoining Lots, deck designs and color shall be approved by the ARB and may not have a substantial negative impact on adjacent streets or properties as determined by the ARB.

3. Any exterior hot tubs or spas shall be screened from adjacent properties and streets. All pumps, filters, equipment, etc. must also be screened from view from neighboring lots by approved means with minimum visibility from the streets. Care should also be taken to locate the equipment so as to minimize the noise that is discernable from adjacent lots.

4. Compressors for central air conditioning units shall be sited in a location which will not cause a nuisance to adjacent property owners or affect the use of active areas on the home site, as determined in the sole discretion of the ARB. Compressors shall be screened by approved landscape or other architectural treatment. The ARB may waive this requirement on a case by case basis.

5. All landscaping shall relate to the existing terrain and natural features of the lot. The amount and character of landscaping shall conform to the standards established for The Farm at Kennesaw Mountain.

6. All new home construction including grading, landscaping, or retaining walls shall be performed in an effort to prevent water from flowing across one lot onto another lot. To the extent reasonably possible given the topography of the Lots, all drainage shall flow to the front or rear property lines or to an existing drainage easement or structure. No increase in the amount of sheet flow across one lot to another lot because of improvements or alterations made to the natural grade of the Lot is permitted. Builders shall be responsible for establishing and maintaining proper grades on lots prior to closing homes with homeowners. Homeowners shall be responsible for all lot maintenance after the lot closing.

7. All mailboxes, including post and house numbers, must conform to the approved design for The Farm at Kennesaw Mountain. All damaged or destroyed mailboxes must be repainted or replaced with the same color and style as the original and proper installation shall be completed within thirty (30) days of damage.

8. Street trees shall be installed pursuant to a plan adopted by the ARB and the type, size and cost of the street trees will be determined and specified as part of the plan approval process for each lot. The ARB may require that trees shall be purchased from a specified tree grower. The species of street trees may vary.

9. The Owners of each Lot shall be required to install and maintain an underground irrigation system to irrigate the street trees. The design of the underground irrigation system shall be included in the landscape plan.

10. Front setbacks of the homes to be constructed at The Farm at Kennesaw Mountain are critical to the overall appearance of the community, and all front setbacks should be consistent with the overall Master Plan for The Farm at Kennesaw Mountain; but, not less than forty (40) feet from the Private Street located directly in front of the home.

11. All tree save areas shown on the construction plans or other plats of the community, if any, shall be observed.

3.0 MODIFICATIONS

Modification guidelines pertain to those lots with completed homes which have been sold by the builder and acquired by the homeowner. This section explains modifications review procedures, as well as guidelines and restrictions to assist homeowners and residents in understanding community standards. Section 3.3 entitled "Special Stipulations" includes a description of specific items which do not require prior written approval at this time, pending compliance with the conditions as noted.

3.1 Modifications Review Procedures

In order to help maintain architectural integrity and property values, written approval of the ARB must be obtained before any change may be made to the exterior of a home or lot. No approval shall be required to repaint a home with the same colors as were previously used for the House.

Any exterior additions or alterations which are visible from the Private Streets or from an adjoining Lot require prior written approval, except as noted in Section 3.3. A request shall include a complete description of the proposed change including style, color, dimensions, and material. Most requests shall also show the location, marked on a copy of the site plan or survey of the lot. Pictures may be helpful, as well. A Modifications Request Form is attached as Exhibit "B" for your convenience. There is no review fee for modifications.

The ARB shall review and respond to each submittal within forty-five (45) days from receipt of the application for modification. If the ARB does not respond in writing within forty-five (45) days, the application shall be deemed approved. No approval deemed granted pursuant to the foregoing shall be inconsistent with the express requirements set out in these Design Guidelines

or in the Declaration. Any change made without proper approval or contrary to any stipulations of an approval will be deemed in violation of the Declaration. In such instance, the homeowner will be notified, and correction will be required.

3.2 Design Guidelines and Restrictions

The following guidelines and restrictions apply to lots with completed homes.

1. Any change or addition to the exterior of your home, including paint color, will require prior written approval of the ARB. Primary colors for stucco, brick, trim, gutters, garage doors or any other exterior surface must be selected to complement the traditional architectural theme.
2. Awnings, storm doors or screen doors must be approved in writing by the ARB.
3. Storm doors must be full glass or full screen, in their original factory finish and in one of the approved styles.
4. No window air conditioning units or installed window fans shall be permitted.
5. All garage doors shall be operational. Any broken or damaged door must be repaired, repainted or replaced immediately.
6. The location and type of all play equipment shall be approved in writing prior to installation. Play equipment shall generally be located in the back yard or to the rear of the house or as approved by the ARB in its sole discretion. Effort shall also be made to screen play equipment from view from the Private Streets and adjoining properties. Metal play equipment shall be painted a dark earth tone to blend into the surrounding environment, unless otherwise approved by the ARB.
7. Basketball goals require the prior written approval by the ARB and shall be mounted on black poles with standard white, gray or clear backboards. Multi-colored "toy" basketball goals for younger children may also be allowed upon written approval by the ARB. Basketball goals shall generally be located to the side or rear of the house. If located adjacent to the driveway, goals must be installed within fifteen feet (15') of the garage.
8. Unless shown on the approved fence styles adopted by the ARB, all fencing shall be approved in writing by the ARB before installation. A limited number of fencing styles will be permitted within The Farm at Kennesaw Mountain, and all fencing submitted for ARB

approval shall conform to one of the permitted styles. Backyard fences should generally start within the rear third of the house unless otherwise approved by the ARB. On corner lots, fencing into the side yard adjacent to the roadway may be subject to additional restrictions, as determined in the sole discretion of the ARB. The ARB encourages fences comprised of three (3) rail, split rail, or cedar up to 4 feet (4') in height which may have two inch by four inch (2"x4") wire fabric stretched and stapled on the inside face of the fencing. Privacy fencing for lots with pools or spas may be approved with a cedar design up to a maximum of six feet (6') in height. The following additional fence types may also be acceptable: solid cedar, solid pressure treated, shadowbox, wrought iron or picket. Fence color shall be the natural wood finish or as otherwise approved in writing. The finished side of the fence shall face the neighboring streets and properties on all sides. Fenced dog runs or pens, vinyl fencing, and chain-link fencing are not permitted. The ARB reserves the right to review submittals on a case by case basis.

9. If visible from the Private Streets or adjoining Lots, Deck designs and color shall be approved by the ARB and may not have a substantial negative impact on adjacent streets or properties as determined by the. Any items stored below a deck must be concealed from view of streets and neighboring properties by approved screening or landscaping.

10. Free standing storage buildings or prefabricated structures will only be permitted if the structure is in a rear yard and is constructed of materials that complement the materials and architecture of the residence or if the structure is concealed from view by wood fencing or otherwise deemed acceptable in the sole discretion of the ARB.

11. Any exterior hot tubs or spas shall be either approved in writing by the ARB or shall be screened from view from adjacent properties and streets. All pumps, filters, equipment, etc. shall also be screened from view from neighboring lots by approved means and shall be located to minimize the noise that is discernable from adjacent lots. No above ground pools shall be allowed. Notwithstanding the foregoing, the following may be allowed: small wading pools less than eighteen inches (18") in height and less than eight feet (8') in diameter that are of a temporary nature with minimum visibility from the streets as determined in the sole discretion of the ARB.

12. All landscaping should relate to the existing terrain and natural features of the lot. The amount, character and selection of landscaping materials shall conform to the standards established for The Farm at Kennesaw Mountain. Any changes or additions to your landscaping, excluding annuals, perennials, or a small number of shrubs, require

prior written approval. Landscape borders should be of natural color and material no more than 4 inches in height. All lot owners are required to provide landscape maintenance of their lots on a regular basis in conformance with the Community-Wide Standard. Regular weeding, "mulching", and removal of debris are required.

13. Regular mowing and edging is required.

14. All construction involving grading, landscaping, or retaining walls shall be performed in an effort to prevent water from flowing across one lot onto another lot. To the extent reasonably possible given the topography of the Lots, all drainage should flow to the front or rear property lines or to an existing drainage easement or structure. No increase in the amount of sheet flow across one lot to another lot because of improvements or alterations made to the natural grade of the Lot shall be permitted. The homeowner is responsible for maintaining proper grades at all times. Retaining walls shall be approved and designed such that they will not have a negative impact on adjacent property owners.

15. In order that the natural beauty of the home site may be preserved, no living tree having a diameter of eight (8) inches or more, as measured two feet (2') from the natural grade shall be destroyed or removed from the property unless approved by the ARB. Notwithstanding the foregoing, Owners shall remove fallen, dead or dangerous trees. Owners are also permitted to remove any trees that are located within the building area of the proposed residence, or within a dangerous proximity thereto.

16. Man-made objects including, but not limited to, bird baths, statues, figurines, pagodas, bird feeders, wind sticks, benches etc., must receive prior written approval if they are located within the view of the Private Streets or adjoining Lots.

17. All exterior lighting should be low level, non-glare type, located to cause minimum visual impact on adjacent properties and streets. Landscape lighting shall be approved prior to installation. Colored lights shall not be used except those decorative holiday lights and ornamentation used during usual and common holiday seasons.

18. All mailboxes, including post and house numbers, must conform to the approved guidelines. All damaged or destroyed mailboxes must be repainted or replaced with the same color and style as the original and proper installation shall be completed within thirty (30) days of damage.

19. Signage must conform to the requirements set out in the Declaration.

20. If visible from the Private Streets or an adjoining Lot, Dog/pet houses must be approved prior to installation. Exterior colors and materials of dog/pet houses should relate to the exterior of the house. Dog/pet houses must be screened from surrounding streets and neighboring lots, as deemed necessary by the ARB.

21. Subject to the criteria set out in the Declaration, all tree save areas shown on the construction plans or other plats of the community shall be observed.

3.3 Special Stipulations

The specific modifications which follow are currently considered "approved" and require no application, submittal or review by the ARB, at this time only if installed and maintained according to the conditions noted. Changes made contrary to these guidelines will be deemed in violation of the Declaration. In such instance, the ARB may notify the property owner and request compliance. Failure to comply will result in the ARB taking whatever action may be necessary to bring the home or lot into compliance, with no financial remuneration to that owner, or taking such other actions as authorized by the Declaration. Costs incurred by the ARB, including reasonable attorney's fees, to effect such compliance shall be paid by the owner. The ARB has the full and final authority to determine whether changes meet these guidelines.

1. Front door and entry area decorations and front porch furniture must be in keeping with the style and character of the house and meet the Community-Wide Standard. One wreath is permitted on the front door of the home. Flower pots must be earth tone in color such as clay, beige, or white and made of ceramic, concrete or wood unless otherwise approved by the ARB. Empty pots or empty flower boxes are not permitted, and plants must be kept neat and healthy. Silk flowers must appear natural and be kept in good condition or be replaced.

2. Satellite dishes and antennas used to receive wireless transmissions must be less than one meter (approximately 39") in diameter unless applicable law permits a larger dish. Roof mounted exterior television antennas may not exceed 12 feet (12') above the roofline. The satellite dish or antenna must be placed in the least visible location having clear reception. Landscaping, painting or screening may be required by the ARB to minimize visual impact.

3. The United States flag, as well as seasonal and decorative flags, may be displayed by a bracket attached to the home, and flags may be up to a size of three foot by four foot (3'x4') and on a removable pole no longer than five foot (5'). Proper flag etiquette must be observed, and flags may not be torn, tattered, faded or controversial in nature as determined in

the sole discretion of the ARB. Other types of decorative signs or banners require the prior written approval of the ARB and may not be permitted.

4. Window treatments which are visible from the streets or neighboring properties must be backed in white or off-white colors including blinds, shutters, drapes, shades, or curtains. Natural wood blinds, however, are acceptable. The use of foil, paper, plastic, towels, sheets or any temporary covering is not permitted.

5. Woodpiles should be located to the rear of the house and have minimal visual impact on neighboring streets and properties, as determined by the ARB.

6. If visible from the Private Streets or from an adjoining property, water hoses must be neatly stored adjacent to the water source when not in use.

7. Vegetable or herb gardens may be located between the rear of the dwelling and the rear lot line and should have minimum visual impact on neighboring streets and properties, as determined by the ARB.

8. Holiday displays must not create a nuisance for adjacent property owners. All holiday decorations including lighting displays, should not attract significant or increased traffic flow. Decorations for other holidays may only be displayed up to four weeks in advance and must be removed no later than the first weekend following the holiday.

9. Small security signs and signs identifying invisible dog fences are permitted as described in the Declaration.

4.0 DEVELOPMENT

This section explains guidelines and specifications to assist builders and homeowners in meeting community standards and maintaining architectural integrity throughout the development of The Farm at Kennesaw Mountain.

4.1 Standards for Development

1. **Streetlights:** Streetlights will be provided and installed by the local electric utility company. The selected pole and fixture will be selected by Farm at the Retreat, LLC (the Declarant).

2. **Street Signs:** Street Signs will be uniform throughout the community and selected

by the Declarant or the Association.

3. Utilities: All utilities including power lines, gas lines, telephone lines and cable television lines shall be underground.

4.2 Tree Preservation

The Declarant has expressed the goal of preserving trees and natural sites within The Farm at Kennesaw Mountain to the extent reasonably possible. Except as otherwise provided herein, Builders are required to submit individual site plans prior to construction of a home on any lot where clearing of trees is required. Please refer to the Declaration and local ordinances for additional requirements with regard to tree preservation.

4.3 Silt Control and Management

Builders and homeowners shall use best management practices to insure continuous silt control fencing is in place, and a gravel pad is in place at all times during construction of any home within The Farm at Kennesaw Mountain. The Declarant and the Association reserve the right to install silt fencing or gravel if the builder does not comply within 24 hours of written notice that its silt control is inadequate. The builder or homeowner shall reimburse the Developer for such services within fourteen (14) days of notice from the Developer.

4.4 Signage and Graphics

All community signs within The Farm at Kennesaw Mountain shall be designed to provide consistent reinforcement of The Farm at Kennesaw Mountain character. Signs must communicate not only specific information, but should add to the attractiveness of the area. Through an organized system of signage, adequate direction to The Farm at Kennesaw Mountain may be achieved. Notwithstanding anything herein to the contrary, the following guidelines shall apply to builders:

1. Permanent builder project entry signs, and temporary bandit signs at entries will not be permitted.
2. All signage within The Farm at Kennesaw Mountain will use a specific type face as established by the Declarant or the Association.
3. Sign colors will be selected to enhance quality and consistency with The Farm at Kennesaw Mountain Signage Program.

4. All uses of The Farm at Kennesaw Mountain logo by parties other than the Declarant are subject to approval of the Developer or as stipulated in the Declaration or in contracts with the Developer.

5.0 NONLIABILITY FOR APPROVAL OF PLANS

Article 9 of the Declaration contains a disclaimer of liability or responsibility for the approval of plans and specifications contained in any request by an owner. PRIOR TO SUBMITTING PLANS OR INFORMATION FOR REVIEW, YOU SHOULD READ AND UNDERSTAND THIS DISCLAIMER. IF YOU DO NOT UNDERSTAND IT, PLEASE ASK A REPRESENTATIVE OF THE ARB OR ARB TO EXPLAIN IT TO YOU.

EXHIBIT "A"

DESIGN REVIEW APPLICATION FORM
(New Construction Only)

This Application must be submitted for every home to be built

TO: Chairman, Architectural Review Board

DATE: _____

FROM: _____ BUYER: _____

LOT: _____

ADDRESS: _____

THIS PLAN IS
BEING SUBMITTED FOR: Preliminary Review () Final Review ()

HAS PLAN BEEN PREVIOUSLY APPROVED FOR ANOTHER LOT? Yes () No ()

If yes, for which Lot? _____ Is the elevation style substantially different? Yes () No ()

AIR CONDITIONED AND HEATED SPACE (IN SQUARE FEET):

1ST FLOOR _____ 2ND FLOOR _____ BASEMENT _____

TOTAL _____

TOTAL GROSS SQUARE FEET _____

BUYER: _____
Name

Street

_____ City State Zip

_____ Phone

NOTE: INCLUDE COLOR CHIPS, MATERIALS, SAMPLES OF COLOR PRODUCT,
PHOTOS, ETC. WITH APPLICATION

* THESE ITEMS MUST BE SUBMITTED IN ORIGINAL APPLICATION.

The preceding application is submitted for review by the Architectural Review Board. Required design documents are attached.

Submitted by: _____

Title _____ Firm _____ Date _____

*****ARCHITECTURAL REVIEW BOARD USE ONLY*****

Date Received: _____

_____ The Architectural Review Board ("ARB") has reviewed
_____ the foregoing application and rendered the following
_____ decision:

Approved
Approved with limiting conditions
(attached) Denied

COMMENTS (Recommendations) _____

LIMITING CONDITIONS (Binding Provisions) _____

Chairman/Architectural Review Board _____ Date: _____

NOTE: THE ARB DOES NOT ASSUME RESPONSIBILITY FOR THE FOLLOWING:

- A. The structural adequacy, capacity or safety features of the proposed improvement or structure.
- B. Soil erosion, uncompactible or unstable soil conditions.
- C. Compliance with any or all building codes, safety requirements, governmental laws, regulations, or ordinances.
- D. Performance or quality of construction performed by any Builder or such Builder's

- subcontractor(s).
- E. Marketability of the product.
- F. Violations of copyright by the designers and authors of all material submitted to the ARB for review pursuant to the Declaration and these Design Guidelines.

EXHIBIT "B"
FOR HOMEOWNER USE
MODIFICATIONS REQUEST FORM
FOR THE FARM AT KENNESAW MOUNTAIN

HOMEOWNER: _____ DATE: _____

LOT #: _____

STREET ADDRESS: _____

PHONE NUMBER: _____

Modifications request: _____

Style Type _____

Height Dimensions _____

Materials _____

Colors _____

Location _____

Details: _____

Attach additional information as necessary.

***NOTE- INCLUDE WITH APPLICATION:
COLOR CHIPS, MATERIAL SUPPLIES, DIAGRAMS, PICTURES,
ETC. MOST SUBMITTALS ALSO REQUIRE THE PROPERTY
LOCATION
TO BE MARKED ON A COPY OF THE SITE PLAN OR SURVEY OF THE LOT**

For ARB use only: _____ DATE: _____

_____ Approved _____ Disapproved _____ Conditional Approval

NOTES: _____

