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Return to: Lazega & Johanson, LLC
3520 Piedmont Road N.E.
Suite 415
Atlanta, Georgia 30305
Attention: Jay Lazega

STATE OF GEORGIA
COUNTY OF FULTON

Reference: Deed Book 16552
Page 22

AMENDED AND RESTATED DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS REGARDING AUTUMN CHACE

IMPORTANT NOTICE:

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

CLOSING ATTORNEYS SHOULD CONTACT THE ASSOCIATION FOR ESTOPPEL CERTIFICATES REGARDING BOTH ASSESSMENTS/CHARGES DUE ON LOTS AND ANY UNCURED ARCHITECTURAL VIOLATIONS OR UNAUTHORIZED IMPROVEMENTS ON LOTS, PURSUANT TO THE PROVISIONS HEREOF.

This Amended and Restated Declaration of Protective Covenants for Autumn Chace may be used only in connection with the ownership and sale of property at Autumn ChaceSM and the operation of Autumn Chace Homeowner's Association, Inc.

PREPARED BY:

Lazega
&
Johanson

Jay S. Lazega, Esquire

3520 Piedmont Road N.E. Suite 415, Atlanta, Georgia 30305
Telephone (404) 350-1192 Facsimile (404) 350-1193
www.condoandhoalaw.com

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WHEREAS, the Amended and Restated Declaration of Conditions, Covenants, Restrictions and Easements Regarding Autumn Chace was recorded on May 10, 1993, in Deed Book 16552, Page 20, *et seq.*, Fulton County, Georgia land records (hereinafter referred to as the "Original Declaration") as may be amended; and

WHEREAS, Article XIV, Section 4 of the Original Declaration provides that the Original Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Autumn Chace Homeowner's Association, Inc. ("Association") holding 2/3 of the total eligible Association vote; and

WHEREAS, members of the Association holding 2/3 of the total eligible Association vote desire to amend the Original Declaration and have approved this Amended and Restated Declaration; and

WHEREAS, in accordance with Article VII, Section 3 of the Bylaws of Autumn Chace Homeowner's Association, Inc. ("Original By-Laws"), the Original By-Laws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding 2/3 of the total eligible Association vote; and

WHEREAS, members of the Association holding 2/3 of the total eligible Association vote desire to amend the Original By-Laws and have approved these Amended and Restated Bylaws; and

NOW, THEREFORE, the Original Declaration, the Original By-Laws, and all exhibits thereto, are hereby stricken in their entirety and this Amended and Restated Declaration and the attached Amended and Restated Bylaws are simultaneously substituted therefor.

**DECLARATION OF PROTECTIVE COVENANTS
FOR AUTUMN CHACE**

IMPORTANT NOTICE
THIS AMENDMENT SUBMITS THE PROPERTY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. SECTION 44-3-220 ET SEQ.
CLOSING ATTORNEYS SHOULD CONTACT THE ASSOCIATION FOR ESTOPPEL CERTIFICATES REGARDING BOTH ASSESSMENTS/CHARGES DUE ON LOTS AND ANY UNCURED ARCHITECTURAL VIOLATIONS OR UNAUTHORIZED IMPROVEMENTS ON LOTS, PURSUANT TO THE PROVISIONS HEREOF.

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Lazega
Johanson

PREPARED BY:

Jay S. Lazega, Esquire

1. NAME

The name of the Community is Autumn ChaceSM, which is a residential property owners' development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, *et seq.* (Michie 1982), as may be amended.

2. DEFINITIONS

Unless the context otherwise requires, capitalized terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall be defined as set forth in this Paragraph 2. Otherwise, the terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Act or the Georgia Nonprofit Corporation Code.

A. Act means the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, *et seq.* (Michie 1982), as may be amended.

B. Architectural Control Committee or ACC means the committee established to exercise the architectural review powers set forth herein, which shall be the Board of Directors of the Association unless the Board appoints a separate Architectural Control Committee.

C. Area of Common Responsibility means the Common Property, together with those areas, if any, which by the terms of this Declaration or by contract or agreement with any other Person become the maintenance responsibility of the Association. Any public rights-of-way within or adjacent to the Community may be considered by the Board of Directors to be part of the Area of Common Responsibility.

D. Articles of Incorporation or Articles means the Articles of Incorporation of Autumn Chace Homeowner's Association, Inc., filed with the Secretary of State of the State of Georgia.

E. Association means Autumn Chace Homeowner's Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

F. Association Legal Documents means this Declaration and all exhibits hereto, the Bylaws, the Articles of Incorporation, the plats and all rules and regulations and architectural guidelines for the Association, all as may be supplemented or amended.

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

H. Bylaws means the Bylaws of Autumn Chace Homeowner's Association, Inc., attached to this Declaration as Exhibit "B" and incorporated herein by this reference.

I. Common Property means any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.

J. Common Expenses means the expenses incurred or anticipated to be incurred for the general benefit of all Lots, including, but not limited to, those expenses incurred for maintaining, repairing, replacing, and operating the Common Property.

K. Community means that real estate which is submitted to the Act and the provisions of this Declaration, as described in Exhibit "A" attached hereto and incorporated herein by reference. The Community is a residential property owners' development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, *et seq.* (Michie 1982), as may be amended.

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

M. **Covenant Oversight Committee or COC** means the committee established to oversee and enforce the Association Legal Documents. The COC shall be the Board of Directors of the Association unless a separate committee is established by the Board.

N. **Declaration** means this Declaration of Protective Covenants and Easements for Autumn Chace.

O. **Director** means a member of the Association's Board of Directors.

P. **Domestic Partner** means any adult who cohabitates with an Owner, and who has been designated as the Owner's Domestic Partner in a written statement, signed by the Owner and filed with the Association's Secretary or property manager. A person shall no longer be a Domestic Partner upon the Secretary's or property manager's receipt of a written termination notice, signed by either the Owner or the Domestic Partner.

Q. **Effective Date** means the date that this Declaration is recorded in the Fulton County, Georgia land records.

R. **Eligible Mortgage Holder** means a holder of a first Mortgage secured by a Lot who has submitted a request in writing to the Association to be deemed an Eligible Mortgage Holder. Such notice must include the mortgage holder's name and address and the Lot number or address of the property in the Community secured by such mortgage.

S. **Lot** means a portion of the Community intended for ownership and use as a single-family dwelling site subject to this Declaration, as may be shown on the Plats for the Community recorded in the Fulton County, Georgia land records. Any attachments to the exterior walls of a dwelling which protrudes beyond the boundaries of the Lot shall be deemed part of the Lots, so long as such attachment was constructed in accordance with the original design of the dwelling or has been approved by the Board of Directors. There shall be no horizontal boundaries. The vertical boundaries shall be shown on plats recorded in Plat Book 104, Page 95 and Plat Book 105, Pages 53 and 73, Fulton County, Georgia records. All conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utilities or services to more than one of the dwellings and/or to the Common Property are Common Property and are excluded from the Lot although located within the boundaries thereof.

T. **Majority** means fifty-one percent of those Owners eligible to vote.

U. **Mortgage** means any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation, including, but not limited to, a transfer or conveyance of fee title for such purpose.

V. **Mortgagee or Mortgage Holder** means the holder of any Mortgage.

W. **Occupant** means any person staying overnight in a dwelling on a Lot for a total of more than 30 days, either consecutive or nonconsecutive, in any calendar year.

X. **Officer** means an individual who is elected by the Board of Directors to serve as President, Vice President, Secretary, or Treasurer, or to hold such other office as may be established by the Board of Directors.

Y. **Owner** means the record title holder of a Lot, but shall not include a Mortgage Holder. For purposes hereof, the holder of a tax deed on a Lot shall be deemed the Owner thereof, notwithstanding the fact that there may exist a right of redemption on such Lot.

Z. **Person** means any individual, corporation, limited liability company, firm, association, partnership, trust, or other legal entity.

AA. **Plats** means those plats of the survey relating to the Community filed in Plat Book 104, Page 95; and Plat Book 95, Pages 53 and 73 of the Fulton County, Georgia land records, as amended or supplemented. All of the Plats of survey are incorporated herein by this reference.

BB. **Violator** means any Owner who violates the Association Legal Documents and any Owner's family member, guest or Occupant who violates such provisions; provided, however, if an Owner's family member, guest or Occupant violates the Association Legal Documents, the Owner of the relevant Lot also shall be considered a Violator.

3. SUBMITTED PROPERTY AND ADDITIONAL PROPERTY

A. Submitted Property

The real property in the Community subject to this Declaration and the Act is located in Land Lots 35 and 36, of the 17th District of Fulton County, Georgia, being more particularly described in Exhibit "A" attached to this Declaration, and incorporated herein by this reference and as may be shown on the Plats.

B. Additional Property

Property not shown on any Plat may be submitted to this Declaration with the approval of Owners holding at least a majority of the eligible vote of the total Association membership and by recording a consent form executed by the owner of such property and by the Board of Directors.

4. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

A. Membership

The Association has one class of membership. Each Lot Owner shall be a member of the Association. This does not include persons who hold an interest merely as security for the performance of an obligation. The giving of a security interest shall not terminate an Owner's membership. No Owner, whether one or more Persons, shall have more than one membership per Lot owned in the Community. An Owner's spouse or Domestic Partner may exercise all membership rights and privileges of the Owner.

B. Voting

The Owner(s) of the Lot shall be entitled to one equally weighted vote for such Lot, which vote may be exercised and suspended as provided in this Declaration and the Bylaws.

5. ALLOCATION OF LIABILITY FOR COMMON EXPENSES

A. General Allocations

Except as provided below, or elsewhere in the Act or the Association Legal Documents, the amount of all Common Expenses shall be assessed against all the Lots equally.

B. Individual Allocations

Notwithstanding the above, the Board of Directors shall have the power to charge a portion of the Common Expenses against a Lot in accordance with Section 44-3-225(a) of the Act and as, in its discretion,

it shall deem appropriate. Failure of the Board to do so shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to do so in the future.

6. ASSESSMENTS

A. Purpose of Assessment

The Association shall have the power to levy assessments as provided herein and in the Act. Assessments shall be used for any purpose the Board of Directors determines will benefit the Owners or the Community.

B. Creation of the Lien and Personal Obligation For Assessments

Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments and other charges levied pursuant to this Declaration and the Bylaws.

All assessments, and charges levied against a Lot and its Owner, together with interest, costs and reasonable attorneys' fees actually incurred (including post-judgment attorneys' fees, costs and expenses), in the maximum amounts permitted under the Act, shall be: (1) a charge and a continuing lien against such Lot; and (2) the personal obligation of the Person who is the Owner of the Lot on the due date of the assessment. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance of the Lot. The Association, in the Board's discretion, may record a notice of such lien in the Fulton County, Georgia land records evidencing the lien created under the Act and this Declaration. The lien provided for herein shall have priority as provided in the Act.

Assessments shall be paid in such manner and on such dates as determined by the Board of Directors. No Owner may exempt himself or herself from liability, or otherwise withhold payment of assessments, for any reason whatsoever.

C. Delinquent Assessments

All assessments and charges not paid on or before the due date shall be delinquent, and the Owner shall be in default. In addition to the powers set forth below for collection of unpaid assessments and charges, the Association shall be entitled to exercise all other rights and remedies provided by law and in equity to satisfy an Owner's debt.

If any assessment or charge, or any part or installment thereof, is not paid in full within 15 days of the due date, or such later date as may be provided by the Board of Directors:

(1) a late charge equal to the greater of \$10.00 or 10% of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner;

(2) interest at the rate of 10% per annum, or such higher rate as may be authorized by the Act, shall accrue from the due date;

(3) the Board may accelerate and declare immediately due any unpaid installments of that Owner's assessments and charges. Upon acceleration, the Owner shall lose the privilege of paying such assessments and charges in installments, unless the Board otherwise reinstates such privilege in writing. If the Association has pending legal action against an Owner for unpaid assessments or charges, then no notice shall be required to accelerate unpaid installments of any annual or special assessments that come due during any fiscal year after such legal action commences, until all amounts owed are paid in full or the Board otherwise reinstates such privilege in writing; and

(4) the Association may bring legal action or other lawful action to collect all sums owed under the Declaration and Georgia law.

If assessments or other charges, or any part thereof, remain unpaid more than 30 days after the due date, the Owner's right to vote and use the Common Property are suspended automatically until all amounts owed are paid in full or the Board of Directors otherwise reinstates such rights in writing; provided, however, the Board may not deny ingress or egress to or from a Lot.

If part payment of assessments or other charges is made, the amount received may be applied first to post-judgment attorneys' fees, costs and expenses, then to costs and attorneys' fees not reduced to a judgment, then to interest, then to late charges, then to delinquent assessments and then to current assessments. Late charges may be assessed on delinquencies that are created by the application of current payments to outstanding delinquent assessments or charges.

D. Computation of Operating Budget and Assessment

To establish the annual assessment for a fiscal year, the Board of Directors shall prepare a budget covering the estimated costs of operating the Community, which may include a reserve contribution as provided below. The Board shall provide the budget to the Owners at least 21 days before the end of the fiscal year. The budget and the assessment shall become effective unless a Majority of the total Association membership votes to disapprove them at a duly called membership meeting. The membership has 21 days after the budget is provided by the Board in which to request a meeting of the membership for the purpose of voting on the budget.

If the membership disapproves the proposed budget or the Board of Directors fails for any reason to determine a new budget, the budget then in effect shall continue until a new budget is adopted as provided herein. If the Board discovers, for any reason during the year, that the budget set for the year was not sufficient to cover the expenses, the Board may adopt an adjusted budget following the procedure specified above and the membership shall have 21 days after any such revised budget is provided by the Board in which to request a meeting of the membership for the purpose of voting on the revised budget.

The budget shall not operate as a limitation on expenditures by the Board of Directors. The budget is merely an estimate of Common Expenses on which the Board establishes the annual assessment.

Services provided to the individual Lots such as garbage, recycling, water, sewer and cable shall be paid for as a Common Expense and shall be included in the budget.

E. Special Assessments

In addition to the all other assessments, which includes all annual assessments, and other charges provided for herein, the Board of Directors may levy a special assessment against all Owners for any purpose. Special assessments totaling more than \$300.00 per Lot in any fiscal year must first be approved by at least a Majority of those Owners either voting by written consent or ballot pursuant to the Bylaws, or at least a Majority of those Owners present or represented by proxy at a duly called meeting of the members, notice of which shall specify the purpose of such meeting.

F. Capital Budget and Contribution

The Board of Directors may prepare an annual or multi-year capital reserve budget and may establish a capital reserve fund contribution based on such budget. Capital reserve budgets should take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost.

G. Foreclosure Administration Fee

It is recognized that foreclosures of mortgages on Lots create substantial administrative and other burdens on the Association. These additional burdens on the Association include, but are not limited to, having to monitor the status of mortgages and legal periodicals to determine when foreclosures occur, searching the Fulton County, Georgia land records to determine the names of the purchasers at foreclosure sales, contacting the foreclosure purchasers/owners regarding foreclosure-purchaser responsibilities and

assessment obligations and updating Association records multiple times to deal with just a single Lot. Pursuant to this Declaration and Section 44-3-225(a) of the Act, the Association is authorized to assess individual Owners certain fees and expenses occasioned by and benefiting just those Owners or those Owners' Lots. In accordance with these provisions, and in addition to annual assessments, special assessments, and other charges provided for in this Declaration, any Person who acquires a Lot at a foreclosure sale of the mortgage on such Lot, or by deed in lieu of a foreclosure, will be required to pay the Association a Foreclosure Administration Fee of \$500.00 at the time the foreclosure deed or deed in lieu of foreclosure is recorded in the Fulton County, Georgia records. The Foreclosure Administration Fee shall constitute a specific assessment as described in this Declaration.

H. Statement of Account

Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments and charges due and unpaid, including but not limited to any late charges, interest, fines, attorneys' fees or other charges against such Lot. The Association shall respond in writing within five business days of receipt of the request for a statement; provided, however, the Association may require the payment of a reasonable fee, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein, if such statement is reasonably relied upon in connection with the issuance of any Mortgage on such Lot.

I. Surplus Funds and Common Profits

Common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of Common Expenses shall, at the option of the Board of Directors, be: (1) added to the Association's capital reserve account; (2) credited to the next assessment chargeable to the Owners; or (3) distributed to the Owners.

7. MAINTENANCE RESPONSIBILITY

A. Owner's Responsibility

Each Owner is responsible for reviewing the survey for his or her Lot and determining the boundaries of his or her Lot. Each Owner shall maintain and keep all portions of his or her Lot and dwelling in good repair, condition and order, except those portions that are expressly identified as the Association's maintenance responsibility below. Each Owner also is responsible for maintaining, repairing and, as necessary, replacing:

(1) All water, sewer and storm water drainage pipes and lines serving only the Owner's Lot, from the point of entry into the dwelling on a Lot. For the purpose of this provision, point of entry shall mean the exterior of the slab foundation of a dwelling or the exterior wall of the dwelling;

(2) hose bibs located on or in the exterior wall of the dwelling on the Lot;

(3) all other pipes, lines, ducts, conduits, interior cable television lines and components, security lines and components, electrical boxes, meters, flues, or other apparatus which serve only the Lot, whether located inside or outside a Lot's boundaries, including but not limited to: (i) the exterior light fixtures served by electricity from the Lot; (ii) the exterior electrical outlets served by electricity from the Lot; (iii) any attic fan serving the Lot; (iv) all portions of the heating and air condition system serving the Lot; and (v) the dryer vent, range vent and other vents serving the Lot and penetrating the exterior walls or roof of the dwelling on the Lot. As examples, under this provision, the Owner is responsible for maintaining and repairing all portions of a dryer vent, including any portions outside the dwelling, and for maintaining and repairing an electrical line serving only the Lot from and including the point where that line tees or branches off of a common line or main line serving multiple Lots;

(4) all portions of party walls and party fences dividing two Lots, including, but not

limited to retaining walls between courtyards or patios and carport dividing walls or fences; provided, however any portion of a wall or fence that does not adjoin a neighboring lot and that forms a portion of the carport of a dwelling on a Lot shall not be considered a party wall or fence for the purposes hereof, but rather shall constitute a part of the carport within the Lot Owner's responsibility to maintain and repair. For purposes hereof, each wall or fence built as a part of the original construction of the Lots, or any replacement thereof, which shall serve and separate any two adjoining Lots shall constitute a party wall. The general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto;

(5) all portions of any rear deck or rear balcony serving the Owner's Lot, including, but not limited to all decking surfaces, support posts or rails; and

(6) any and all other portions of the Owner's Lot not listed within the Area of Common Responsibility in Subsection B below.

All maintenance, repair and replacements performed by an Owner hereunder shall be performed consistent with this Declaration and the Community-Wide Standard established pursuant hereto. Each Owner shall perform his or her responsibility hereunder in such manner so as not to unreasonably disturb other Lot Owners.

Owners shall obtain prior approval from the Board of Directors before performing any maintenance or repair on the Common Property. Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Property by an Owner or Occupant which is the responsibility of the Association hereunder (including, but not limited to landscaping of Common Property) shall be performed at the sole expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

B. Association's Responsibility

The Association shall maintain, keep in good repair, replace and, in the Board of Directors' discretion, improve or alter the Area of Common Responsibility, which shall include the following:

(1) **Common Property**

The Association shall maintain, keep in good repair and, in the Board's discretion, improve or alter the Common Property. The Association shall also maintain and keep in good repair all water and sewer pipes or facilities which serve the Common Property, to the extent that such pipes and facilities are not maintained by public, private, or municipal utility companies.

(2) **Lots/Area of Common Responsibility**

The Association shall also maintain and keep in good repair the Area of Common Responsibility on Lots, which includes the following:

- (i) water and sewer lines up to the point of entry into a dwelling on the Lot. For the purpose of this provision, point of entry shall mean the exterior of the slab foundation of a dwelling or the exterior wall of the dwelling;
- (ii) stormwater drainage pipes located outside the boundaries of the Lot;
- (iii) paint the exterior painted surfaces of garage doors and garage door frames;
- (iv) maintain, repair and, as appropriate, paint the visually exposed surfaces of unenclosed garages and carports, limited to the carport roof (subject to subparagraph (v) below), the wood ceilings, the wood siding, the wood trim, and the brick surface of the support columns, but excluding the support column

structure footings, the carport slab or flooring, and the carport dividing walls and fences, all of which are the Owner's responsibility;

- (v) maintain, repair and, as necessary, replace all roofs of dwellings and carports, limited to the roof shingles, felt paper or underlayment, decking, flashing, vent boots and chimney caps, but excluding attic fans and vents serving the lot, which are the Owner's responsibility;
- (vi) maintain, repair and, as necessary, replace downspouts and gutters serving the dwellings on the Lots;
- (vii) maintain, repair and paint, where applicable, the visible exterior building surfaces of dwellings on Lots, excluding hardware, glass, windows, doors, decks, maintaining and waterproofing foundations either above or below grade, and maintaining the footings, which are the Owner's responsibility;
- (viii) paint the exterior painted surfaces of window units, to include the window jambs, sills, casing and window sashes, (excluding vinyl windows unless painting is requested by Owner) and door units, to include the doors (excluding storm doors), door jambs and casing;
- (ix) maintain, repair and replace architectural fenestration on dwellings on Lots;
- (x) maintain and repair driveways leading to carports or garages;
- (xi) paint and repair visible exterior painted surfaces of front balconies on Lots that have front balconies, including rails; provided, however, the Association shall not be responsible for maintaining any portion of rear decks or rear balconies;
- (xii) maintain, repair and replace of mailboxes and posts, exterior house numbers and wood plaques on which numbers are posted;
- (xiii) maintain a repair and replacement termite bond on the Lots; and
- (xiv) maintain and repair the brick veneer and firewalls at the Lot, provided that any condition that is the responsibility of the Owner that causes the need for repair is repaired by the Owner, or Owners in the case of a party wall, prior to a repair of the brick veneer or firewall.

Specifically excluded from the Area of Common Responsibility are the following: (1) within patios or courtyards, if any, of the Lots, walkways, steps, patio surfaces, landscaping and planters; (2) HVAC or similar equipment located outside the dwelling on the Lot; (3) all doors (except for painting of exterior painted surfaces as noted in subsection (iii) and (viii) above), including screen and storm doors, garage doors, hinges, hardware, frames and thresholds which are part of the entry system of the Lot; (4) hose bibs contained in exterior walls of the dwelling on the Lot; (5) lighting fixtures pertaining to a particular Lot and being located outside an entryway or in a carport or garage; (6) windows, (except for painting of exterior painted surfaces as noted in subsection (viii) above), screens, hardware and glass; (7) foundations and footings on Lots, including waterproofing either above or below grade; (8) cleaning of carports and garages; (9) attic vents and vent fans, if any; and (10) decks.

(3) General Maintenance Provisions and Maintenance Guidelines

The Board of Directors has adopted Maintenance Guidelines further defining maintenance obligations at the Community, which are available to any Owner. The Board of Directors, without a vote of the membership, may revise, update or amend the Maintenance Guidelines as it

determines appropriate to further interpret and/or define maintenance obligations at the Community, upon written notice to the Owners.

Upon Board resolution and approval of a majority of the members present or represented by proxy at a duly constituted meeting of the members, the Association may assume responsibility for providing additional exterior maintenance upon Lot improvements. Additionally, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association where the Board has determined that such maintenance would benefit all Owners. All maintenance performed by the Association shall be performed consistent with the Community-Wide Standard.

The Association shall have the right, but not the obligation, to maintain public rights of way adjacent to the Community and other property not owned by the Association, if the Board of Directors, in its sole discretion, determines that such maintenance would benefit the Community; provided, however, if any such maintenance exceeds \$5,000, the Association must first obtain the approval of a Majority of the membership present at a duly called Association meeting. At any point thereafter, the Board can cease to maintain such property and such maintenance obligation will revert back to the party originally responsible therefore.

The foregoing maintenance shall be performed consistent with the Community-Wide Standard.

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

If the Board of Directors determines that the need for maintenance or repair on the Common Property or Area of Common Responsibility is caused through the willful or negligent act of any Owner or Occupant or his or her family, guests, tenants, or invitees, then the Association may charge the cost of any such maintenance, repair, or replacement as a specific special assessment against the Owner's or Occupant's Lot and the Owner thereof.

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

It is understood that, even if damage within a dwelling is caused by an exterior condition for which the Association is responsible hereunder, the Owner shall be responsible for repairs within his or her dwelling (including but not limited to, drywall, flooring and other repairs), unless such damage was caused solely by or resulted solely from the negligence or gross negligence of the Association, or such damage is covered under insurance maintained by the Association hereunder (solely to the extent of proceeds actually paid under such insurance). Lot Owners are required to perform periodic inspections of their Lot and to report Common Property or Area of Common Responsibility conditions requiring maintenance by the Association to the Board or the property manager as soon as possible, or within twenty four hours of their discovery of such condition. It also is understood that any failure of an Owner to report

Common Property or Area of Common Responsibility conditions causing damage to his or her dwelling, Lot or the Common Property within twenty four hours of the discovery of such condition, when the Owner has knowledge or notice of such condition, or to provide the Association with all necessary access into the dwelling to investigate any such condition, could result in unnecessary damage to the Community, and the Owner may be held responsible for such damages. Except to the extent of proceeds of insurance available under the hazard insurance policy maintained by the Association under this Declaration, each Owner and Occupant hereby releases and fully indemnifies the Association for all claims of damage or liability related to or resulting from such Owner's and/or Occupant's failure to discharge maintenance, repair and reporting obligations existing under this Paragraph.

C. Failure to Maintain

Lot Owners are required to perform periodic inspections of their Lot and all areas within their responsibility in accordance with Subsection A of this Paragraph. If the Board of Directors determines that any Owner has failed or refused to discharge properly his or her maintenance, repair or replacement obligations pursuant to this Paragraph, then the Association shall give the Owner written notice of: (1) the Owner's failure or refusal; (2) the Association's right to provide necessary maintenance, repair, or replacement at the Owner's sole cost and expense; and (3) the maintenance, repair, or replacement deemed necessary by the Board.

Unless the Board determines that an emergency exists or a violation is re-occurring for which notice previously has been issued hereunder, the Owner shall have 10 days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within 10 days. If the Board determines that an emergency exists, a violation is re-occurring for which notice has been previously issued hereunder or an Owner has not complied with the demand given by the Association hereunder, the Association may provide any such maintenance, repair or replacement, the costs of which shall be a specific special assessment against the Owner and the Lot.

D. Maintenance Standards and Interpretation

The Board of Directors may establish, interpret and enforce maintenance standards for the Community. These standards may vary over time, however, the variances shall not constitute a waiver by the Board of the right to establish and enforce maintenance standards under this Paragraph. No Board decision or interpretation regarding maintenance standards shall constitute a binding precedent with respect to subsequent Board decisions or interpretations.

8. ARCHITECTURAL CONTROLS

A. Architectural Control Committee

The Architectural Control Committee ("ACC") shall constitute a standing committee of the Association. The ACC shall consist of the Board of Directors unless the Board of Directors delegates to other Persons the authority to serve on the ACC. In the event an ACC is established, the ACC's sole function shall be to receive and review applications for modifications and to make recommendations to the Board of Directors. The Board of Directors shall be the sole arbiter of all applications submitted.

B. Limitation on Exterior Modifications

Except as otherwise provided herein, no Owner, Occupant, or any other person may, without written approval of the Board:

- (1) construct any dwelling or other improvement on a Lot;
- (2) make any change or alteration that affects the exterior appearance of the Lot; or
- (3) erect, place or post any object or thing on the Lot that affects the exterior appearance of the Lot.

Additionally, no modification shall encroach onto the Common Property unless expressly approved in writing by the Board.

C. Standards and Interpretation

The Board of Directors may establish, amend and publish written Community-Wide Standards for modifications that affect the exterior appearance of Lots. Any standards established by the Board hereunder may be amended or vetoed by a Majority of the total Association vote. No Board decision or interpretation regarding such standards shall constitute a binding precedent with respect to subsequent Board decisions or interpretations.

D. Application Process and Review

The Board of Directors may establish procedures, forms, conditions and requirements for the submission of applications for modifications to the exterior appearance of a Lot. Such applications shall be in writing and, unless otherwise provided by the Board, submitted to the ACC. If the application requests any variance from provisions of this Declaration or published Community-Wide Standards related to the exterior appearance of the Lot, the Owner must expressly identify such variance in the application. No approval issued hereunder shall authorize such a variance unless that variance is expressly identified in the application and specifically approved in writing by the Board.

The Board shall be the sole arbiter of such application.

The standard for approval of such modifications shall include, but not be limited to: (1) aesthetic consideration; (2) materials to be used; (3) compliance with the Community-Wide Standards, this Declaration, or the design standards which may be established by the Board; (4) harmony with the external design of the existing dwellings, Lots and structures, and the location in relation to surrounding structures and topography; and (5) any other matter deemed to be relevant or appropriate by the Board or ACC. The Board shall approve any request that it determines, in its reasonable discretion, to be in substantial compliance with such standard for approval.

E. Ruling on Application

If the Board fails to approve or to disapprove such application within 45 days after the application and all required information have been submitted, the Owner submitting the application may issue written notice, via certified mail, to the Association President, informing the President of the Owner's intent to proceed with the modification as identified in the application. Unless the Association issues a written disapproval of the application within 10 days of receipt of the Owner's notice, the approval will not be required and this subparagraph will be deemed complied with as to the items specifically identified in the application. However, even if the requirements of this subparagraph are satisfied, nothing herein shall authorize anyone to construct or maintain any modification that is otherwise in violation of the Association Legal Documents, or of any applicable zoning or other laws. Except as provided in this subparagraph, no approval of a modification shall be valid unless issued in writing. Owners may not rely on any verbal approval or statements from any person as the approval required for a modification.

F. Appeal

If the Board disapproves any application or part thereof, an Owner may, in writing, appeal the Board's decision. The notice of appeal must be sent to the Board by certified mail and received by the Board within 14 days from the date of its original disapproval notice, or the decision of the Board shall become final and all rights of appeal shall terminate. Within 45 days of receipt of a timely appeal, the Board shall approve, disapprove, or conditionally approve the Owner's application, and such ruling shall be final and binding on the Owner.

G. Commencement and Completion of Construction

All modifications approved hereunder must be commenced within six months from the date of approval, or such approval shall be deemed revoked, unless the Board or the property manager gives a

written extension for commencing the work. All work approved hereunder shall be completed in its entirety within six months from the date of commencement, unless otherwise agreed in writing by the Board .

H. Professional Consultants and Fees

The Board of Directors shall be authorized to charge, as a specific special assessment, against any Owner and Lot reasonable fees for any architect, engineer or other professional consultant engaged by the Board to assist with review of modifications on, or submitted plans for, such Lot. Any professional consultants fees shall constitute specific assessments as described in this Declaration.

I. Limitation of Liability

The Association, Board of Directors, ACC, and members thereof, are not responsible for ensuring, and shall not be held liable for any injury, damage or loss arising out of: (1) the quality, structural integrity or soundness of any modification on a Lot; or (2) any modification's compliance with building codes, zoning regulations or other governmental requirements.

9. USE RESTRICTIONS

Each Owner shall be responsible for ensuring that the Owner's family, guests, tenants and Occupants comply with all provisions of the Association Legal Documents. In addition to the following use restrictions, the Board of Directors may establish rules and regulations in accordance with the terms hereof and as specified in the Bylaws.

A. Residential Use

Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot or any portion of the Community, except that the Owner or Occupant residing in a dwelling on a Lot may conduct ancillary business activities within the dwelling so long as:

(1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the dwelling;

(2) the business activity does not involve visitation or deliveries to the Lot by employees, clients, customers, suppliers, couriers, mail carriers, or other business invitees in greater volume than would normally be expected for a Lot without business activity;

(3) the business activity does not involve use of the Common Property, except for necessary access to and from the Lot by permitted business invitees;

(4) the business activity is legal and conforms to all zoning requirements for the Community;

(5) the business activity does not increase any insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage; and

(6) the business activity is consistent with the residential character of the Community and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other Owners or Occupants, as determined in Board of Director's discretion.

The Association has no liability for any business activity in the Community. The Association also has no liability for any action or omission by it, its Directors, Officers, agents, representatives and/or vendors, that may adversely impact an Owner's or Occupant's business activity. Each Owner and Occupant hereby releases and holds harmless the Association, its Directors, Officers, agents, representatives and/or vendors, for any interruption or suspension of, or any damages to, any business activities conducted on a Lot. Owners and Occupants shall obtain whatever supplemental insurance may be necessary to protect their business assets, business continuity and business interests on their Lots. The

Association is not obligated to obtain any insurance coverage for any Owner's or Occupant's business activity.

The term "business," as used in this provision, shall include, without limitation, any occupation, work or activity that involves the provision of goods or services to persons other than the provider's family for a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore.

B. Number of Occupants

No more than two Occupants per bedroom are permitted in the dwelling, as such bedrooms are depicted on the plans for such dwelling approved by the applicable governmental agency; provided, however, in no event shall there be more than 6 occupants per dwelling. This occupancy restriction shall not apply to require the removal of any person lawfully occupying a dwelling on the Effective Date hereof. Upon written application, the Board of Directors shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988.

If an Owner is a corporation, limited liability company, partnership, trust or other legal entity not being a natural person, the Owner shall designate in writing to the Board the name(s) of the person(s) who will occupy the dwelling on the Lot. The designated person(s) to occupy the dwelling may not be changed more frequently than once every 12 months without the Board's written consent.

C. Subdivision of Lots

No Lot may be subdivided into a smaller Lot without the prior approval of a Majority of the membership.

D. Use of Common Property

There shall be no obstruction of the Common Property, nor shall anything be kept, parked or stored on or removed from any part of the Common Property without the express written consent of the Board of Directors. The Association may remove and either discard or store any unauthorized personal property left or kept on the Common Property and the Association shall have no obligation to return, replace or reimburse the Owner for such property. The Association is not liable to any Person for any loss of, theft of, or damage to any personal property.

E. Prohibition of Damage and Illegal Conduct

Without prior written consent of the Board of Directors, nothing shall be done or kept in the Community which would increase the Common Expenses, damage the Common Property, increase the rate of insurance on the Community or any Lot or any part thereof or cause it to be cancelled, or be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body. Noxious, destructive, offensive, hazardous, or unsanitary activity shall not be carried on in the Community, as such activity or conduct may be defined in the Association's rules and regulations.

F. Firearms

The display or discharge of firearms on the Common Property is prohibited, except by law enforcement officers. Notwithstanding the foregoing, Lot Owners and Occupants may transport lawful firearms across the Common Property to or from a Lot. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types.

G. Pets

Owner and Occupants may keep and maintain pets subject to the following conditions:

- (i) No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the Community, other than a reasonable number of dogs, cats or other generally recognized household pets in the Community, as determined in the sole discretion of the Board of Directors.

- (ii) No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose in the Community;
- (iii) All dogs and cats must be registered and vaccinated as required by law;
- (iv) Pets may not be left unattended outdoors;
- (v) Dogs must be kept on a hand held leash or leash and be under the physical control of a responsible person at all times while outdoors;
- (vi) Feces left by pets on the Common Property or on any Lot must be removed promptly by the owner of the pet or the person responsible for the pet and placed in a bag and disposed of in a trash receptacle.
- (vii) Owners and Occupants shall not place or leave food of any kind, pet food, or bird seed on the Common Property or outside of the dwellings on the Lots.
- (viii) No potbellied pigs are permitted in the Community.

No animals that the Board determines to be dangerous may be brought onto or kept in the Community. If the Board determines that an Owner's or Occupant's pet endangers any person or other pet or creates a nuisance or unreasonable disturbance in the Community, the Board may require that the pet be permanently removed from the Community upon seven days' written notice to such Owner or Occupant. If the Owner or Occupant fails to comply with such notice, the Board may remove the pet and/or obtain a court order requiring the Owner or Occupant to do so. Notwithstanding the above, the Board may remove any pet without prior notice to the pet's owner if, in the Board's sole discretion, the pet presents an immediate danger to health, safety or property in the Community. In the event the Board removes a pet or obtains a court order requiring the removal of a pet, the Owner and/or Occupant shall be responsible for all costs incurred by the Association in doing so, including all reasonable attorney's fees actually incurred.

Any Owner or Occupant who keeps or maintains any pet in the Community agrees to indemnify and hereby holds harmless the Association, its Directors, Officers, and agents, from any loss, damage, claim or liability of any kind or character whatsoever related to such pet. The Board may establish additional rules regarding pets in the Community; provided, however, the Board may not publish any restrictions on the breeds and/or size of permitted pets.

H. Parking

No Owner or Occupant may keep or bring into the Community more than a reasonable number of vehicles per Lot, as determined in the sole discretion of the Board of Directors. No Owner or Occupant shall park his or her motor vehicle on any part of the Community, other than within the garage or carport serving the Lot, unless the maximum number of motor vehicles which can be parked in the garage or carport according to its design capacity are already parked in the garage or carport. Owners may temporarily park approved vehicles in the driveway serving their respective lots, but no vehicles may be parked in driveways overnight except with the written approval of the Board of Directors. Vehicles may only be parked in garages, carports, designated parking spaces, or other areas authorized in writing by the Board. Vehicles may not be parked on any grass or landscaped areas on Lots. If an Owner or Occupant of a Lot wishes to keep more than 2 vehicles in the Community, said Owner or Occupant must obtain prior written approval from the Board of Directors to park any additional vehicles in a designated parking space. Such approval shall be granted solely in the discretion of the Board of Directors and as space allows. Guests of Owners or Occupants may temporarily park approved vehicles in the driveway serving the Owner or Occupant's Lot for a period not to exceed 72 consecutive hours, except with the written approval of the Board of Directors or property manager.

Disabled and stored vehicles are prohibited from being parked in the Community, except in garages. For purposes of this subparagraph, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains in the Community, other than in a carport or garage, for 14 consecutive days or longer without prior written consent of the Board. For the purpose of this subparagraph, a vehicle shall furthermore be considered "stored" if an Owner or Occupant establishes a monthly pattern parking the vehicle in the Community in any location other than a carport or garage, regardless of whether such vehicle is moved after 14 consecutive

days or sooner. Vehicles may be stored in a carport if such vehicle has current registration, is clean and is operable and in good repair.

Boats, jet-skis, trailers, buses, taxis, hearses, limousines, recreational vehicles, motor homes, campers, panel trucks, trucks with a cargo-load capacity of one ton or more, full-size vans (excluding vans used by handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Georgia Department of Motor Vehicles), vehicles over 20 feet in length or containing more than four wheels, vehicles containing visible evidence of commercial use (such as tool boxes, tool racks, ladders, ladder racks or tow winches), and vehicles with commercial writings on their exteriors (except for law enforcement vehicles marked as such) are also prohibited from being parked in the Community, except: (1) in garages or as otherwise approved by the Board; or (2), in the case of service vehicles, on a temporary basis during daytime business hours or during emergencies for the purpose of serving a Lot. The Board may establish additional rules regarding vehicles and parking in the Community, which may include restrictions on the number of vehicles which may be parked in the Community.

If any vehicle is parked in the Community, including a carport, in violation of this Paragraph or the Association's rules, the Board or agent of the Association may tow or boot the vehicle after 24 hours written notice. Such notice shall: (1) be placed on the vehicle; (2) specify the nature of the violation; (3) warn of possible towing or booting; and (4) state the name and telephone number of a person to contact regarding the violation. If 24 hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six months of such notice, the Board or agent of the Association may have the vehicle towed or booted at the vehicle owner's expense, in accordance with the original notice and without further notice. If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or Occupant's Lot or dwelling, is obstructing the flow of traffic, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed or booted immediately at the Owner's expense.

The Association has no liability for any towing or booting in accordance with this subparagraph. Each Owner and Occupant hereby releases and holds harmless the Association, its Directors, Officers, agents and representatives, for any claim or damage from any such towing or booting. The Association's right to tow or boot is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines.

I. Garages/Carports

Garage doors should remain closed when not in use for ingress, egress or garage use, or when the Owner or Occupant is not outside on the Lot. Garage conversions are prohibited; provided, however, that all garage conversions in existence on the Effective Date, and made in compliance with all of the terms of the Original Declaration, shall not constitute a violation of this requirement.

All garages and carports shall be maintained in such a manner that parking for the maximum number of motor vehicles for which it was originally designed to hold is allowed and possible. Except with written approval from the Board of Directors, nothing may be kept or stored within carports, except: (i) vehicles authorized above; (ii) bicycles; (iii) neatly stacked firewood; (iv) appropriately screened trash receptacles and recycling bins; and (v) for not more than 60 consecutive days, building materials required for, and being used for, renovation or repair of the Lot. Grills may not be stored or used in the carports or garages. The Board may establish additional rules regarding garages and carports.

J. Signs

Except as may be provided for herein or as may be required by legal proceedings or any governmental construction permitting process, no signs, advertising posters, political placards or billboards of any kind shall be erected, placed, or permitted to remain in the Community without the prior written consent of the Board of Directors or ACC, other than: (1) one professional security sign not to exceed 12" by 12", not to exceed a height of 30" when posted and placed within 2' of the residence, in addition to one sticker displayed in a window not to exceed 4" by 4"; (2) one professionally lettered "For Sale" sign not to exceed 24" by 30" in size displayed on the grass area of a Lot being offered for sale (but not in a window on the Lot); and (3) one professionally lettered political candidate endorsement placard not to exceed 24" by 24" in size displayed on the grass area of a Lot (but not in a window on the Lot) from 21 days before an