

BOOK PAGE
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Joyner Estates Homeowners Association

McDonough GA

Amendments to Covenants

January 2004

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JUDITH A LEWIS
CLERK OF SUPERIOR COURT
HENRY COUNTY

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ARTICLE I

PROPERTY SUBJECT TO HIS DECLARATION

Section 1. Property Subject to this Declaration. The property which is, by the recording of this Declaration, subject to the covenants, restrictions, easements, assessments and liens hereinafter set forth and which by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration is Joyner Estates Subdivision as recorded in plat book number _____ at page number _____ in the official records of the Clerk of Superior Court, Henry County, Georgia and which is hereby incorporated herein by reference and made a part hereof.

ARTICLE II

ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

The following architectural, maintenance and use restrictions shall apply to each and every lot now or hereafter subject to this declaration.

Section 1. Residential Use. Unless otherwise designated by the Joyner Estates Homeowners Association, on a recorder plat, each lot shall be used for single-family residential dwellings. Not more than one such dwelling shall be constructed or placed on each lot.

Section 2. Review by Joyner Estates Homeowners Association, Architectural Committee. No house, garage, carport, pool, playhouse, outbuilding, fence, wall or other above ground structure shall be commenced, erected, placed or maintained, or shall have any exterior addition to change in or alteration of any said structures be made, until complete final plans and specifications showing nature, kind shape, height, material, basic exterior finishes and colors, location, site plan, and floor plans thereof, and showing the front, side and rear elevations thereof, the name of the builder, and the location of off-street parking, have been submitted to and approved in writing by the Joyner Estates Homeowners Association, Architectural Committee, as to conformity and harmony of exterior design, color, and general quality with the existing standards of the neighborhood as to the location of homes and other structures with respect to topography and finished ground elevation. The Joyner Estates Homeowners Association, Architectural Committee, shall act with all reasonable promptness upon receipt of such information to approve or disapprove the same. No change to or deviation from such approved plans and specifications shall be made without express written consent of the Joyner Estates Homeowners Association Architectural Committee. The Joyner Estates Homeowners Association Architectural Committee shall limit its review of plans and specification to the foresaid items and purposes, and shall not be responsible for any defect therein or any damage to any structure as a result thereof.

Section 3. Approval of Builders. Any builder must, before beginning construction on any lot be subject to the Declaration, be approved by Joyner Brothers Development on the remaining Joyner Bros Development owned lots and any builders doing construction to add on to, or modify, existing homes, or erect fencing, will be approved by the Joyner Estates Homeowners Association Architectural Committee.

Section 4. House Requirements. Minimum square footage of all houses constructed shall be in compliance with the requirements set forth in the Henry County Zoning Ordinances, as amended, as of the date of recording of these covenants. (Minimum square footage: 1800 of living space) All homes will be constructed on crawl spaces or basements, current exceptions shall be grandfathered in effective the date of filing of these covenants as the basis for the said exceptions. All homes are to be 4 sided brick homes with vinyl siding for eaves and overhangs. Colors of vinyl siding must meet approval as stated in Article II, Section 2. All lots in the subdivision will be a minimum of $\frac{3}{4}$ acre in size.

Section 5. Setback Lines. Front building line, rear yard and side yard requirements shall be as set forth in the Henry County Zoning Ordinance. These are the (minimums)

Front yard – 50 feet

Rear yard – 40 feet

Side yard – 15 feet

Side yard – 37.5 feet (corner lot)

Occasionally a specific lot or lots may have a setback shown on the final, recorded plot which is different from the above. In such a case the setback shown on the recorded plat shall be the required setback.

Section 6. Accessory Structures. Accessory structures shall be permitted only in the side or rear of any lot and are subject to the conditions set forth in section 3-7-61 of the Henry County Zoning Ordinance. Minimum setback requirements are as follows:

Distance from side or rear property – 3 feet

Distance from main dwelling – 12 feet

Section 7. Off – street Parking. All residences located upon any lot shall have parking spaces or facilities for at least two (2) cars. All recreational vehicles, boats, motorcycles or other non automobile vehicles must be parked inside the garage or parked in the rear with proper screening, so as to not be in view of the road, or as to show that proper intent to screen has been made. Proper screening will be structural or through landscaping. Commercial vehicles must capable to fit into the standard garage of the homeowner and should not be visible from the road, or must receive approval from the Architectural Committee. No vehicles are to be parked in the front yard or on the street.

Section 8. Construction. No construction shall be commenced on any lot until the plans for construction shall have been approved by the Joyner Estates Homeowners Association Architectural Committee as aforesaid. Whenever buildings erected on any lot or parcel are constructed in whole or in part of concrete, concrete blocks, cinder blocks or other fabricated masonry block units, such blocks will be veneered with brick as in compliance with Article II, section 4. The exterior of all houses and other structures must be completed or partial completion removed within one (1) year, for new homes and 6 months for additions or modifications of existing structures, after the construction of the same has commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

Section 9. Subdividing Lots. No lot or parcel shall be subdivided, reduced, or its boundaries changed without written approval from Joyner Estates Homeowners Association. The covenants and restrictions herein contained shall apply to each lot so created.

Section 10. General Requirements.

- (a) Before any house may be occupied, it must be completely finished on the exterior in accordance with the plans approved by Joyner Brothers Development, Inc. This is to include only the remaining lots owned by Joyner Brothers Development Inc at the time that these covenants are filed.
- (b) Outside clotheslines are not permitted.
- (c) Window air conditioning units shall not be allowed.
- (d) No advertising signs, billboards or high and/or unsightly structures shall be erected or displayed to the public on any lot; provided, however, a sign may be used to advertise the property and improvements thereon for sale or for rent.
- (e) No trailer, boat, camper, mobile home, tent, barn, or other similar out building or structure shall be placed on any lot within view of the street at any time, either temporarily or permanently, without the express written consent of the Joyner Estates Homeowners Association Architectural Committee; first being had and obtained, and no house may be used for schools or kindergartens. All lots or

parcels to which restrictions are applicable shall be used for single-family residential purposes only.

- (f) No fuel tanks or similar storage receptacles shall be exposed to view, and shall be installed only within the residential dwelling, any accessory building, or buried underground.
- (g) No private water wells may be drilled or maintained on any lot.
- (h) Fence Requirements will be as follows:
 - 1. Wood or wood composite fences with boards facing outward
 - 2. Height will be a minimum of 4 feet to a maximum of 6 feet
 - 3. Color will be natural wood
 - 4. Black coated galvanized fence is approved only for the rear of the property adjacent to wooded, non Joyner Estates property.
 - 5. No fence shall be erected on any lot closer to a front public street than the rear house line of a dwelling and no closer than (15) feet to a side street right of way.
 - 6. Fences must be maintained visually and structurally.
- (i) Satellite antennas or any other antennas may only be mounted on the rear of household unless written proof by a certified installer indicates signal is unobtainable from rear. Then with written approval from the Joyner Estates Home Owners Association Architectural Committee, satellite may only be mounted on a side of a home.
- (j) No vehicle may be placed on blocks anywhere on the lot; all vehicles kept on any lot must be in working order with a current license tag.
- (k) Only those trees which would interfere with the construction of the house, driveway, septic tank and other related structures may be removed from any lot. Upon completion of construction, only trees smaller than four (4) inches in diameter may be removed from any lot unless said trees shall be diseased or shall pose an eminent threat to the improvements on any lot.
- (l) Pools
 - 7. All pools will be built in ground only.
 - 8. Fences surrounding swimming pool area must be in accordance with Henry County Ordinances and must be constructed of:
 - i. Brick – Matching exterior of home
 - ii. Metal – Galvanized (coated or not) is not permitted
 - iii. Wood of natural color in accordance with Article II, Section 10, Part H.
 - iv. Fence height is stated in section (h)
 - 9. A gated privacy fence around the property supercedes the previous rules for a swimming pool fence.
- (m) Mailboxes can be the standard black with black metal ornamentation as originally installed in the community or brick mailboxes are allowed providing

they meet the following:

- (n) A) Style - same design as the front entrances way columns.
- B) Brick and Mortar - Must match the house or as close as possible. If a homeowners brick has been discontinued, then we request that a professional brick company matches the color and mortar.
- C) Lights - Not approved
- D) Square Planters - allowed on either or both side but not in rear.
- E) Paper Slot - Can be either black or white, round PVC with a 6" diameter.

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Section 11. Maintenance. The grounds of each lot upon which there is an occupied dwelling shall be maintained in a neat and attractive condition in consistency with Joyner Estates Subdivision. Upon failure of any owner to so maintain his lot, Joyner Estates Home Owners Association, and or its authorized agents may, after 10 days notice to such owner, enter upon such lot and have the grass and other vegetation cut when, and as often as the same is necessary in its judgment, and may have dead trees, shrubs and other plants removed there from. Such owner shall be personally liable to the Joyner Estates Home Owners Association for the cost of any cutting, clearing, and maintenance described above, and the liability for amounts expended for cutting, clearing and maintenance shall be a permanent charge and lien upon the lot enforceable by the Joyner Estates Homeowner Association by any appropriate processing at law or in equity. All cost incurred by the Joyner Estates Homeowners Association on behalf of such owner shall be reasonable. Although notice given as hereinabove provided shall be sufficient to give the Joyner Estates Homeowners Association, or it agents the right to enter upon such lots and perform the work required, entry for such purpose shall be only between the hours of 7 AM and 6 PM on any day except Sunday.

Section 12. Hobbies and Activities. The pursuit of hobbies or other activities, or the storage of property, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions shall no be permitted on any part of any lot.

Section 13. Dumping, Animals, and Pets. No lot or parcel shall be used as a dumping ground for rubbish, trash or garbage; nor shall rubbish, trash or garbage be allowed to accumulate thereon. No lot or parcel shall be used for keeping or breeding livestock, animals or poultry of any kind, except that household pets may be kept provided they are not kept for breeding or maintained for any commercial purpose. No more than two (2) animals.

Section 14. Noise and Odor. No substance or material of any nature whatsoever shall be placed or kept on any lot, nor shall any activity be carried on upon any lot which will emit foul; or unpleasant odors or that will cause such noise that may disrupt the peace, quiet, comfort, enjoyment, or serenity of other property owners.

Section 15. Prohibited Activities. Noxious or offensive activities shall not be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

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Section 16. Governmental Regulation. All governmental building codes, health regulations, zoning restrictions and the like shall be observed. In the event of any conflict between any provision of such codes, regulations and restrictions and the provisions of this Declaration, the more restrictive provisions shall apply.

Article III

Easements

Section 1. General. Each lot now or hereafter subject to this Declaration is and shall be subject to those easements, if any, shown or set forth on the aforementioned recorded plats, as the same may be amended from time to time, and subject to all other easements now or hereafter granted by the Joyner Estates Homeowners Association with respect to any lot opened by it on the date of such grant. Each lot hereafter subject to this Declaration shall be subject to those easements, if any, shown or set forth on their recorded plat delineating such lots, as the same may be amended from time to time, and subject to all other easements now or hereafter granted by the Joyner Estates Homeowners Association.

Section 2. Other. There is hereby reserved, without further assent or permit, general easement to Joyner Estates Homeowners Association, its agents, and employees, and to all policeman, fireman, ambulance personnel and all similar persons to enter upon the property or any portion thereof which is now or hereafter made subject to this Declaration in the proper performance of their respective duties.

Article IV

General Provisions

Section 1. Alterations and Additions. Alterations or additions to any house or lot

including but not limited to addition of porches, decks, fencing and changing of exterior house colors shall be approved by the Joyner Estates Homeowners Associations Architectural Committee. The property owner shall submit in writing a description of the changes or additions to be made including drawings and color chips where appropriate. The Joyner Estates Homeowners Association Architectural Committee shall have 20 days in which to act on said request. If written approval or disapproval is not given within 20 days the changes or additions shall be deemed approved.

Section 2. Variances. A property owner seeking a variance from these covenants must submit a written request for a variance to the Joyner Estates Homeowner Association Board of Directors. The request must state the exact nature of the variance including the section of the covenants from which the owner is seeking the variance and the reason for the request, including any hardships imposed by the covenant. The Joyner Estates Homeowners Board of Directors shall 20 days in which to act on said request. If written approval or disapproval is not given in 20 days the variance shall be deemed to be granted.

Section 3. Amendment. After the sale of the final lot or lots by the Joyner Brothers Development Inc, the covenants and restrictions of this Declaration may be amended at any time and time to time by an agreement signed by a majority of the property owners whose lots are subject thereto. However, amendments to the by covenants and or bylaws will be coordinated through the Joyner Estates Homeowners Association Board of Directors only. Any such amendment shall not become effective until the instrument evidencing such change had been for the record on the records of the clerk of the Superior Court of Henry County, Georgia. Every purchaser or grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefore, agrees the covenants and restrictions of this Declaration may be amended as provided for this section.

Section 4. Enforcement. The Joyner Estates Homeowners Association Board of Directors may prosecute any person required to observe and comply with these protective covenants who shall violate or attempt to violate same while in force by instituting a proceeding at law to enforce personal liability or in equity to restrain such violation. Enforcement of these covenants will follow the procedures established in the Bylaws under Article IX, Section 9.1.

Section 5. Takeover by Property Owners. The takeover of the control of these covenants and Bylaws commenced at the time that the Joyner Estates Homeowners

Association was formed and the Board of Directors was elected. At this time Joyner Brothers Development Inc, relinquished all control and responsibility for these covenants and Bylaws. The Joyner Estates Homeowners Association shall take control of the enforcement of the covenants plus the maintenance of the entrances to the Joyner Estates Subdivision. At this point in time the Joyner Brothers Development Inc, will removed from the covenants and Bylaws and replaced with the name Joyner Estates Homeowners Association.

Section 6. Duration. The covenant and restrictions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall bind and inure to the benefit of and be enforceable by the Joyner Estates Homeowners Association hereafter subject to this Declaration, their respective heirs, legal representatives, successors and assigns, for a term of twenty (20) years from the date in which this Declaration is filed for record in the Office of the Clerk of the Superior Court of Henry County, Georgia. Said covenants and restrictions may be renewed and extended, in whole or in part, beyond said twenty (20) year term for successive periods not to exceed ten (10) years each if an agreement for renewal and extension is signed by a majority of all property owners of lots subject to this Declaration. No such agreement for renewal and extension shall be effective unless filed for a record prior to the effective date of such renewal and extension. Every purchaser or grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that the covenants and restrictions of this declaration may be extended as provided herein.

Section 7. Waiver. The failure of the Joyner Estates Homeowners Association Board of Directors to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements herein contained shall not be construed as a waiver or relinquishment in the future of the enforcement of such term, covenant, condition, provision or agreement. The acceptance of performance or obligations required hereby to be performed with the knowledge of the breach of a term, covenant, condition, provision or agreement herein contained shall not be deemed a waiver of such a breach, and no waiver by the Joyner Estates Homeowners Association Board of Directors of any term, covenant, condition, provision or agreement shall be deemed to have been made unless expressed in writing signed by the Joyner Estates Home Owners Association Board of Directors.

Section 8. Severability. Whenever possible, each provision of this Declaration shall be

interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not effect any other provision or the application of any provision which can be given effect without also giving effect to the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable. These covenants shall likewise be considered severable with respect to their imposition by the Joyner Estates Homeowners Association Board of Directors in deeds of conveyance as provided above, and the Joyner Estates Homeowners Association Board of Directors shall be authorized to eliminate the applicability of any one or more covenants by enumerating them in such deed or conveyance.

Section 9. Captions. The captions of each section hereof as they pertain to the contents of each Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying, adding to or subtracting from the particular Sections to which they refer.

Article V

The Homeowners Association

Section 1. Purposes, Powers and Duties of the Association. The Homeowners Association has been formed as a non-profit corporation for the sole purpose of performing certain functions for the common good and general welfare of the inhabitants of the subdivision. To the extent necessary to carry out such purpose, the Homeowners Association (a) shall have all the powers of a corporation organized under the Georgia Nonprofit Corporation Code; and (b) shall have the power and duty to exercise all of the duties and obligations of the homeowners Association as set forth in this Declaration or by the Bylaws of the Homeowners Association.

Section 2. Membership in the Homeowners Association. Every homeowner shall automatically be a member of the Homeowners Association and such membership shall terminate only as provided in this Declaration or the Bylaws of the Homeowners Association.

Section 3. Voting Rights of Owners. Each owner shall be entitled to one (1) vote. If an owner consist of more than one person and only one of those persons is present at a meeting of the Homeowners Association, that the person shall be entitled to cast the vote of such Owner; however, if more than one of those persons is present, such vote will be cast in accordance with their unanimous agreement, and such agreement shall be conclusively presumed if any one of them purports to cast the vote of such owner without protest being made forthwith by any of the others present at such meeting to the person

presiding over the meeting. If such persons are unable to reach unanimous agreement as to how the vote of such Owner shall be cast, no vote may be cast by such person.

Section 4. Board of Directors.

1. The affairs of the Homeowners Association shall be managed by the Board of Directors. The number of Directors and the method of election of Directors shall be set forth in the Bylaws.
2. The Board of Directors are empowered to borrow funds for the operation, maintenance and further development of property titled in the name of the Homeowners Association. Said loans may be paid from assessments levied under Article VI thereof.
3. The Board of Directors may authorize the reimbursement of out of pocket expenses and travel expenses of its members that are incurred for the benefit of the Homeowners Association.

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Section 5. Suspension of Membership. The Board of Directors may suspend the voting rights of any Owner and the right of enjoyment of the common property of any person who (a) shall be delinquent in the payment of any assessments; (b) shall be in violation of the rules and regulations of the Homeowners Association relating to the use, operation and maintenance of the Common Property. Such suspension shall be for the balance of the period in which the owner or person shall remain in violation, breach or default, as aforesaid, except that in the case of a violation described in section (b) of this Section 6, the suspension may be for a period not to exceed sixty (60) days after the cure or termination of such violation. No such violation shall prevent an Owner's ingress or egress from his lot.

Section 6. Termination of Membership. Membership shall cease only when a person ceases to be an owner.

Section 7. Voting Procedures. The procedures for the election of Directors of the Homeowners Association and the resolution of such other issues as may be brought down before the Owners shall be governed by this Declaration, the Georgia Nonprofit Corporation Code, the Articles and the Bylaws.

Article VI

Assessments

Section 1. Covenants for Assessments & Creation of Lien & Personal Obligation.
The Declarant, to the extent that Declarant is an Owner, hereby covenants and agrees,

and each Owner, jointly and severally, for himself, his heirs, legal representatives, successors and assigns, by acceptance of a deed for a lot, whether or not the covenants contained herein shall be expressed in any such deed, hereby covenants and agrees as follows: (a) to pay to the Homeowners Association the annual Assessment which shall be levied by the Homeowners Association pursuant to this Declaration against all Lots owned by him; (b) to pay the Homeowners Association any special Assessment for capital improvements and other charges which may or shall be levied by the Homeowners Association pursuant to this Declaration against all Lots owned by him; (c) that there is hereby created a continuing charge and lien upon all Lots owned by him against which all such Assessments are made to secure payment of such Assessments and any interest thereon as provided herein and costs of collection, including reasonable attorney's fees; (d) that such continuing charge and lien on such Lots bind such Lots in the hands of the then Owner, and the Owner's heirs, devisees, legal representatives, successors and assigns.

Such charge and lien is superior to any and all charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon such Lots whether arising from or imposed by the judgment or decree or by an agreement, contract, mortgage, deed to secure debt or other instrument, except (i) such liens for taxes or other public charges as are applicable law made superior; and (ii) all deeds to secure debt given to secure a loan the proceeds of which are used (A) to purchase a Lot or Lots (together with any and all Structures which may from time to time be placed or located thereon) and (B) to finance the construction, repair or alteration of Structures; (e) that no sale or transfer at foreclosure or in lieu of foreclosure shall relieve any Lot or Lots from liability for any Assessment thereafter assessed; and (f) that all annual and special Assessments (together with interest thereon as provided in this Declaration and cost of collection including reasonable attorney's fees) levied against any Lot or Lots owned by him during the period that he is an Owner shall be (in addition to being a continuing charge and lien against such Lot or Lots as provided in this Declaration) a personal obligation which will survive any sale or transfer of the Lot or Lots owned by him; provided, however, that such personal obligation for delinquent Assessments shall not pass to an Owner's successor-in-title unless expressly assumed by such successor.

Section 2. Purpose of Assessment. The Assessment levied by the Homeowners Association shall be used exclusively for the purpose of providing for the common good and general welfare of the inhabitants of the Subdivision, including, but not limited to, maintenance of the yards by grass cutting, edging of the front and rear yards, blowing of the driveways and necessary yearly fertilizing, security services and systems, the

acquisition, construction, improvement, maintenance and equipping of Common Property, the enforcement of the Restrictions, the enforcement of the Design Standards, the payment of operating cost and expenses of the Homeowners Association and the payment of all principal and interest when due on all debts owed by the Homeowners Association. Yard maintenance by the Homeowners Association, as described herein, shall not include additional landscaping, adding flowers, bushes or other shrubbery, and shall not include the placement or replacement of pine straw or other mulching.

Section 3. Accumulation of Funds Permitted. The Homeowners Association will not be obligated to spend in any calendar year all the sums collected in such year by way of annual Assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Homeowners Association be obligated to apply such surplus to the reduction of the amount of the annual Assessments in any succeeding year, but may carry forward from year to year such surplus as the board may deem to be desirable for the greater financial security of the Homeowners Association and the effectuation of its purposes.

Section 4. Annual Assessment. Each year the Homeowners Association Board of Directors will set the annual Assessment. Unless otherwise stated, said annual assessment shall be due and payable within thirty (30) days from the date the annual assessment is set. Annual Assessments may be amended by the Homeowners Association Board of Directors at any time without notice to the Owners or members of the Homeowners Association.

Section 5. Special Assessment for Capital Improvements. In addition to the annual Assessments authorized by this Article IV, the Homeowners Association Board of Directors may levy, in any Assessment year and with such frequency as the Homeowners Association shall deem necessary, special Assessments for the purpose of paying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the Common Property, provided that any such special Assessment shall have been approved by a two-thirds vote.

Section 6. Assessment Procedure.

1. The Board of Directors shall establish the annual Assessment for each Assessment Year at an amount not in excess of the maximum annual assessment as determined by the provisions of this Article VI, and shall also establish the date during the Assessment Year on which the annual Assessment shall be due and payable (such date is hereinafter referred to as the "Due Date"). The Board of

Directors shall cause the Home Owners Association to send each Owner at least thirty (30) days in advance of the Due Date written notice setting forth the amount of the annual Assessment and the Due Date. The annual Assessment shall be come due on the thirtieth (30) day following such written notice or the Due Date, whichever is later. The Board of Directors may establish reasonable payment procedures to allow or require payment of the annual Assessment in installments during the Assessment Year. The Board of Directors shall also establish payment procedures for payment of any special Assessments which may be levied in accordance with the provisions of this Article VI.

2. All Owners shall be given written notice by the Board of Directors not less than ten (10) nor more than thirty (30) days in advance of any meeting of the Owners at which the Board of Directors shall propose taking action pursuant to Section 5. For the purposes of this Section 6, the presence of Owners or of proxies entitled to cast fifty percent (50%) of all of the votes shall constitute a quorum. If the quorum required by this Section 6 is not present at such meeting, a second meeting may be called by the Board of Directors subject to the same notice requirement.

Section 7. Uniform Rate of Assessment. Both annual and special Assessments must be fixed at a uniform rate for all lots.

Section 8. Effect of Nonpayment of Assessment. Any annual Assessment which is not paid on or before the Due Date and any special Assessment which is not paid on or before the Due Date set by the Board of Directors shall bear interest after the Due Date with respect to annual Assessments or the date or the date set by the Board of Directors for with respect to special Assessments, at the lower of the highest legal rate of interest which can be charged or the rate of eighteen percent (18%) per annum or at such rate as the Board of Directors may from time to time establish; provided, however, that in no event shall the Board of Directors have the power to establish such a rate on interest in violation of the Laws of the State of Georgia. In the event of default in payment of any one or more installments of an Assessment, the Board of Directors may declare any remaining balance of the Assessment at once due and payable. In the event of an Owner shall fail to pay fully any portion of any assessment prior to the date on which payment is due, such unpaid portion (including any remaining balance declared immediately due and payable in accordance with the preceding sentence), together with interest and cost of collection including reasonable attorneys fees, shall be a binding personal obligation of such Owner, as well as a lien on such Owner's Lot enforceable in accordance with the provisions of this Declaration.

Section 9. Certificate of Payment. Upon written demand by an Owner, the Homeowners Association shall within a reasonable period of time issue and furnish to such Owner a written certificate stating that all Assessments (including penalties, interest and cost, if any) have been paid with respect to any Lot owned by said Owner as of the date of such certificate, or that all Assessments, interest, and cost have not been paid, setting forth the amount then due and payable.

IN WITNESS WHEREOF, Joyner Estates Homeowner's Association, Inc. has caused this Declaration to be executed in its name by its duly authorized corporate officers and its corporate seal affixed, this the 7th day of May ~~2004~~ 2005.

JOYNER ESTATES HOMEOWNERS ASSOCIATION, INC.

BY: *Curtis Wall*
Curtis Wall (President)

Unofficial Witness:
Wanda K. Cotrell
Sworn to and subscribed before me
this 7 day of May ~~2004~~ 2005

Wanda K. Cotrell
Notary Public

WANDA K. COTRELL
Notary Public-Rockdale County, Georgia
My Commission Expires May 2, 2009



SEAL AFFIXED