

RETURN TO:
TRAVIS LACKEY
MCLAIN & MERITT, P.C.
3445 PEACHTREE RD., STE. 500
ATLANTA, GA 30326

Deed Doc: COVE
Recorded 02/01/2024 03:15PM
Camie W. Thomas
Clerk Superior Court, JACKSON County,
Ga.
Bk 0109Q Pg 0156-0223

Penalty: \$0.00
Interest: \$0.00

Participants: 0013912291,7067927936

Parent Parcel 116 001

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS, AND ASSESSMENTS FOR FIELDS OF WALNUT CREEK**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, AND ASSESSMENTS FOR FIELDS OF WALNUT CREEK (as it may be amended and supplemented, the "Declaration") is made on this 12th day of August, 2021, by Garden Street Communities Southeast, LLC ("Declarant"), on behalf of itself and its successors, assigns, and designees:

WHEREAS, this Declaration establishes mandatory membership in an owner's association, but does not submit the community to the provisions of the Georgia Property Owners' Association Act, OCGA §§ 44-3-220, et. seq;

WHEREAS, Declarant is the sole owner and developer of the property specifically described on Exhibit "A" (the "Initial Property");

WHEREAS, Declarant has executed and filed this Declaration, Articles of Incorporation, and Bylaws in order to impose on the Initial Property and such additional property as is hereafter submitted to this Declaration by amendment or Supplementary Declaration in accordance with the provisions hereof (collectively, the "Property"), restrictions, conditions, easements, covenants and assessments under a general plan or scheme of improvement for the benefit of the Property and the present and future Owners thereof;

WHEREAS, Declarant intends to subdivide the Property into a subdivision named FIELDS OF WALNUT CREEK;

WHEREAS, Declarant has caused the incorporation of FIELDS OF WALNUT CREEK HOMEOWNERS ASSOCIATION, INC., a Georgia nonprofit corporation, for purposes of enforcing this Declaration and exercising the functions described herein; and

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to this Declaration of Covenants, Conditions, Restrictions, Easements and Assessments as well as the Articles of Incorporation and Bylaws, and shall be appurtenant to and running with the land, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the real property set forth above or any part thereof or part added hereto, and their respective heirs, successors and assigns, as their respective interests may appear.

ARTICLE I DEFINITIONS

The terms used in Declaration shall be given their normal, commonly understood definitions unless otherwise specified herein. Capitalized terms shall have the meaning ascribed to them below or in the paragraph where they first appear in quotation marks. The following words, when capitalized in this Declaration or any Supplementary Declaration, shall have the following meaning:

"Adjacent Property" shall mean and refer to that real property described in Exhibit "B."

"Architectural Review Committee" or "ARC" shall mean and refer to the body also known as FIELDS OF WALNUT CREEK ARCHITECTURAL REVIEW COMMITTEE, appointed pursuant to Section 6.6 or Section 8.11.

"Area of Common Responsibility" shall mean and refer to the Common Area together with those other areas and improvements, if any, the maintenance, repair or replacement of which is the responsibility of the Association pursuant to this Declaration or any Supplementary Declaration or agreement entered into by the Association.

"Articles" or "Articles of Incorporation" shall mean the document filed with the Georgia Secretary of State which incorporates the Association under the laws of Georgia, as it may be amended.

"Assessment" shall mean a sum or sums of money payable to the Association pursuant to this Declaration, which, if not paid by the Owner of a Lot, can result in a lien against the Lot.

"Association" or "HOA" shall mean FIELDS OF WALNUT CREEK HOMEOWNERS ASSOCIATION, INC., a Georgia nonprofit corporation

"Association Documents" shall mean, collectively, this Declaration and all duly adopted and recorded amendments, supplements, and recorded exhibits thereto, Articles of Incorporation and any duly adopted amendments, Bylaws and any duly adopted amendments, and rules and regulations adopted under the authority of this Declaration, the Articles of Incorporation, or the Bylaws.

"Authority Having Jurisdiction" or "AHJ" shall mean and refer to any federal, state or municipal administrative or governmental body with jurisdiction over the Property.

"Board of Directors" or "Board" shall mean the appointed or elected governing body of the Association, as applicable, having its normal meaning under applicable law.

"Builder" shall mean ADAMS HOMES AEC, LLC, a South Carolina limited liability company, its successors and assigns, or any legal entity who acquires one or more unimproved Lots for the purpose of constructing dwellings thereon for later sale to consumers in the ordinary course of its business, or who acquires title to any portion of the Property or Adjacent Property for

purposes of further subdivision, development, and/or construction of dwellings thereon for resale in the ordinary course of its business, if acquired directly from the Declarant or Operator or designated as a "Builder" hereunder in a recorded instrument executed by the Declarant or Operator. A Builder shall have the right to assign any and/or all of its interest as a Builder in whole or in part on an exclusive or non-exclusive basis to any person who acquires an unimproved Lot from such Builder. Such assignment shall be in writing, signed by the assignee and assignor, and recorded in the official records of the Clerk of the Superior Court of each county in which the Property is located and shall state the specific right or interest being assigned. A Builder who only acquires unimproved Lots does not assume any obligations, responsibilities, and/or liabilities related to the development of any portion of the Subdivision outside the boundaries of such Lots, unless and then only to the extent that the Builder specifically accepts such obligations, responsibilities, and/or liabilities in writing.

"Bylaws" shall refer to the Bylaws of Fields of Walnut Creek Homeowners Association, Inc., adopted by the Board of Directors for regulating and managing the affairs of the Association. A copy of the initial Bylaws is attached to this Declaration as Exhibit "C" and made a part of this Declaration, as amended.

"Common Area" shall mean all real and personal property, and interests therein, now or hereafter owned by the Association for the common use and enjoyment of the Owners and all areas within the Subdivision which are or have been dedicated to the Association by or designated on a Plat as common area.

"Common Expenses" shall mean the expenses incurred by or financial liabilities of the Association, together with any allocations to reserves, if applicable, for the common benefit of Members.

"Community" shall mean that certain Property described in Exhibit "A," attached hereto, and such additions thereto as may be made by amendment or Supplementary Declaration as provided herein.

"Declarant" shall mean GARDEN STREET COMMUNITIES SOUTHEAST, LLC, a Florida limited liability company, or any successor or assign who takes title to any portion of the Property or Adjacent Property and is assigned and assumes the status and rights of the "Declarant" hereunder in an instrument executed by the immediately preceding Declarant and recorded in the land records of the Clerk of the Superior Court for each county in which any portion of the Property is located. Subject to Section 8.11, the Declarant specifically reserves the right to assign its status as Declarant and/or any or all of its rights and interest as Declarant under the Association Documents in whole or in part on an exclusive or non-exclusive basis. Such assignment shall be in writing and recorded in the official land records of the Clerk of the Superior Court of the county in which the Property is located and shall state the specific right or interest being assigned.

"Design Guidelines" shall mean those Architectural Review Committee Rules and Guidelines if and when published by the Architectural Review Committee as same may adopted and/or amended by the ARC from time to time.

"Development and Sale Period" shall mean the period commencing on recording of this Declaration and terminating at such time as every Lot has been improved with a dwelling and the right of the Declarant and Operator to annex additional property pursuant to Section 8.10 has terminated.

"FIELDS OF WALNUT CREEK" shall mean and refer to the Property.

"Lot" shall mean and include each parcel of land within the Property described and identified as a numbered lot on a Plat and intended or designed for the construction thereon of a private single-family residential dwelling unit. The term "Lot" shall not include areas of future development for which a subdivision plat has not been recorded.

"Member" or "Members shall mean a Class "A" or Class "B" Member of the Association, as more particularly described in the Articles and Section 3.2, and unless limited by the context, shall refer to a Member or Members of either or both classes.

"Membership" shall mean the Members as a group, regardless of class of membership, unless the context specifies a particular class, in which case it shall refer to all Members within the specified class. If the context so indicates, the term "membership" may refer to the bundle of rights, privileges and obligations held by a Member.

"Officer" shall mean a natural person appointed or elected by the Association's Board of Directors.

"Operator" shall mean WALTON GEORGIA, LLC, a Georgia limited liability company, on behalf of itself as an owner of an undivided interest in the Adjacent Property, and as agent on behalf of all other "Unit Owners" as defined in that certain Declaration of Covenants, Conditions and Restrictions recorded on October 30, 2013 at Book 0066X, Page 700, with the Jackson County Clerk of Superior Court, or any successor or assign that acquires all or portion of the Adjacent Property and is assigned and assumes the status and rights of the "Operator" hereunder in an instrument executed by the immediately preceding Operator and recorded in the official land records of the Clerk of the Superior Court of each county in which any portion of the Property is located. The Operator shall have the right to assign its status as Operator and/or any or all of its rights and interest as Operator under the Association Documents in whole or in part on an exclusive or non-exclusive basis. Such assignment shall be in writing and recorded in the official land records of the Clerk of the Superior Court of each county in which any part of the Property is located and shall state the specific right or interest being assigned.

"Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title or beneficial use of any Lot situated within the Subdivision but shall not include the holder of a mortgage or other security interest in a Lot ("Mortgagee") unless the Mortgagee has acquired title to the Lot by foreclosure or deed in lieu of foreclosure.

"Plat" shall mean a subdivision map or plat of the Property, or any part thereof, recorded in the land records of the Clerk of Superior Court for the county in which the property described in such map or plat is located.

"Property" shall mean Initial Property described on Exhibit "A," and any additional property made subject to this Declaration by amendment or Supplementary Declaration pursuant to Section 8.2 or 8.10.

"Recorded" shall mean filed for record in the land records of the Clerk of the Superior Court for the county in which the Property or applicable portion thereof is located, or such other place as from time to time is designated by law for providing constructive notice of matters affecting title of real property in the county in which the applicable portion of the Property is located.

"Rules" shall mean the rules and regulations promulgated from time to time by the Board of Directors in accordance with the Association Documents.

"Structure" shall mean anything or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse, bathhouse, covered or uncovered patio, playhouse, treehouse, swimming pool, fence, recreational equipment, curbing, paving, wall, sign, signboard, onsite sanitary system, dock, gazebo, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot, and any excavation, grading, fill, ditch, diversion, dam, or other thing or device which affects or alters the flow of any waters from, upon or across any Lot.

"Subdivision" shall mean the Property.

"Surface Water Management System" shall mean a stormwater management system, dam, impoundment, reservoir, swale, ditch or other appurtenant work, or works, or any combination thereof.

"Supplementary Declaration" shall mean an instrument referencing and supplementing this Declaration, which subjects additional property to the provisions of this Declaration and the jurisdiction of the Association and/or imposes additional covenants, conditions, restrictions, or easements on the additional property described therein, which instrument is recorded in the land records of the Clerk of the Superior Court of the county in which the additional property described therein is located.

"Wetland Conservation Area" or "Conservation Area" shall be those indicated on the recorded Plat should any exist.

ARTICLE II CREATION AND RIGHTS IN COMMON AREA

2.1 Creation and Acceptance of Common Area.

(a) Declarant, Operator, and their respective designees may transfer or convey to the Association, and the Association shall accept, personal property and fee title, leasehold or other

property interests in any real property, improved or unimproved, submitted to this Declaration. Any such transfer or conveyance shall be subject to covenants, restrictions and easements of record and such additional matters as set forth or referenced in the instrument by which such property is transferred or conveyed. Upon written request of the Declarant or Operator, the Association shall reconvey to Declarant or Operator, respectively, or convey to their respective designees, any portion of the Common Area not improved with Structures which the Declarant or Operator, respectively, originally conveyed to the Association for no consideration, in order to permit the Declarant or Operator to replat or make minor adjustments in property lines or exercise other rights reserved hereunder, provided that said reconveyance does not alter existing entitlements, approvals, or permits of the Initial Property. Such reconveyance requires prior written consent from Declarant and Operator and shall not be unreasonably withheld.

(b) The Declarant and the Operator shall each have the right to transfer, dedicate or convey any portion of the Property they own to any governmental agency, public utility, or other person and nothing herein shall require conveyance of any particular property within the Subdivision or the Adjacent Property to the Association.

2.2 Common Area Rights. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot; provided, however, that no Owner shall do any act which interferes with the use and enjoyment of the Common Area by all other Owners. Such right and easement shall be subject to the Association Documents, any restrictions, limitations, and easements contained on any Plat or in any deed or other instrument granting an interest in such Common Area to the Association, and the following:

(a) The right of the Association to charge reasonable fees for the use of any recreation facility situated upon the Common Area and to impose reasonable limits upon the number of guests who may use these facilities, hours of use, and any additional restrictions or limitations of use that may be contained in the Rules adopted by the Association.

(b) The right of the Association to suspend the right to the use of the Common Area by an Owner for any period during which any Assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any other infraction of the Association Documents or the Rules, provided that such suspension shall not interfere with such Owner's access to such Owner's Lot.

(c) The right of the Declarant and the Association to grant easements over and through the Common Area (i) for utility services, including cable television and internet service, surface water management, and other public uses which benefit the Subdivision as a whole, and (ii) in favor of adjacent properties for ingress, egress, utilities, maintenance, access and use.

(d) The right of the Association to borrow money for the purpose of improving the Common Area or acquiring additional Common Area Property; provided, however, the Common Area cannot be mortgaged without the consent of the Owners entitled to cast two-thirds (2/3) of the total votes present and voting, in person or by proxy, at a duly called meeting at which a quorum is present.

(e) The right of the Association to enter into leases and use agreements, grant licenses, or otherwise permit use of the Common Area, for such consideration or no consideration as the Board deems appropriate, by community organizations and by others, whether nonprofit or for profit, for the provision of services or conduct of activities for the general benefit or convenience of Owners and occupants of Lots.

(f) The rights of the Association to dedicate, transfer and convey all or any part of its rights, title and interest in any real property which it owns to any public agency, authority, or utility or, subject to such conditions and for such purposes as it deems appropriate; provided, however, the Association may not convey real property which it owns, other than Lots, without the consent of Owners entitled to cast two-thirds (2/3) of the total votes present and voting, in person or by proxy, at a duly called meeting at which a quorum is present and the written consent of the Declarant during the Development and Sale Period; however, the granting of easements for utilities and other purposes which do not unreasonably interfere with the intended use of the Common Area by the Owners shall not constitute a "conveyance" requiring approval under this subsection.

(g) Access afforded to police, fire and other public and emergency vehicles.

2.3 Access. Each Owner shall have the right to ingress and egress over and across the Common Areas and private rights-of-way, if any, as necessary for access to the Owner's Lot and shall have the right to lateral support for the Owner's Lot.

2.4 Guests and Invitees. Each Owner, subject to the restrictions of the Association Bylaws, may delegate the Owner's right to use and enjoy the Common Area facilities to family members, tenants, social and business invitees, subject to Rules promulgated by the Association.

2.5 Limitation Upon Use of Common Areas. No Owner may plant, garden or erect or maintain fences, hedges, walls, Structures or other improvements upon the Common Area except those improvements installed by the Declarant in connection with the development of the Subdivision or as approved by the ARC. The Association's Board of Directors or Officers may establish reasonable rules and regulations concerning the use of the Common Area facilities. These regulations shall be binding upon each Owner and the Association may impose reasonable monetary fines and other sanctions for violation of the rules.

ARTICLE III PROPERTY OWNER'S ASSOCIATION

3.1 Automatic Membership. Each Owner, by accepting record title to such Lot, is deemed to consent to and shall automatically be a Member of the Association and entitled to the beneficial enjoyment thereof. Ownership of a Lot shall be sole qualification for Membership in the Association. Membership shall not run to persons who hold an interest in a Lot merely as security for performance of an obligation. When any Lot is owned of record in joint or multiple tenancy, the multiple Owners shall designate, by written notice to the Association, a representative

to be the Owner/Member entitled to vote. If no representative is designated by the Owners, the Board of Directors of the Association may select one of the Owners of record or person exercising beneficial use of the Lot to be the representative for the Lot until one is designated by the Owners, unless the Owners of the Lot cannot agree, in which case, no vote may be cast for that Lot until selected by the Owners.

3.2 Classes of Membership; Voting. The Association initially shall have two (2) classes of Membership, Class "A" and Class "B", as follows:

(a) Class "A". Class "A" Members shall be all Owners, with the exception of the Class "B" Members, if any. Class "A" Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership per Section 3.1 hereof; there shall be only one (1) Class "A" vote per Lot;

(b) Class "B". Class "B" Members shall be the Declarant and, to the extent that they own any Lot(s), the Operator and Builders. A Class "B" Member shall be entitled to ten (10) votes for each Lot that it owns; provided, however, the Class "B" Membership shall cease and convert to Class "A" membership on the happening of any of the following events, whichever shall first occur:

i. Three (3) months after ninety percent (90%) of the maximum number of Lots permitted by applicable zoning to be developed within the Property and the Adjacent Property have been improved with dwellings and have been conveyed to Class "A" Members; or

ii. Upon election of the Declarant, with the prior written consent of the Operator pursuant to Section 8.11 hereof, to terminate the Class "B" Membership by written notice of such election delivered to the Association (whereupon the Class "A" Members shall be obligated to elect the Board and assume control of the Association).

Notwithstanding the existence of two (2) classes of voting membership in the Association, voting shall be based upon the votes cast by the Membership as a whole, not on votes cast by or within each class of voting membership except where this Declaration, the Articles, or the Bylaws, expressly require voting by class.

From and after the happening of these events, whichever occurs earlier, the Class "B" Owner shall be deemed to be a Class "A" Member entitled to one (1) vote for each Lot in which it holds the interest required for Membership under Section 3.1, hereof. At such time, the Declarant shall advise the Membership of the termination of Class "B" Membership, and the Class "A" Members shall be entitled to elect the Board of Directors as provided in the Bylaws. The failure to notify the Members of termination of the Class "B" Membership shall not affect or nullify the termination of any of the rights or obligations of the Class "B" Members.

So long as the Class "B" Membership exists, all members of the Association's Board of Directors shall be selected by the Class "B" Members, as provided in the Bylaws. Thereafter, so long as Declarant owns at least one (1) Lot in the Subdivision, Declarant shall have the right to appoint one (1) director to the Board of Directors.

3.3 Powers. The Association shall have such general powers as are necessary to perform the obligations and duties set out in this Declaration, including but not limited to: buy and convey real Property, conduct social activities, enter into contracts, install and maintain irrigation in Common Areas, hire a management company, make capital improvements, indemnify Officers and Directors, adopt rules and regulations for the general well-being of the Subdivision, levy fines against delinquent Owners and their Lot, obtain and maintain such policies of insurance as required by the Declaration and such other policies as the Board deems necessary and desirable for the protection of the Association and its Owners. The Association may maintain a working capital and contingency fund and pay taxes and other obligations of the Association and may segregate funds to maintain reserve, trust, or escrow accounts for the Owners to accumulate and preserve funds for anticipated improvements.

ARTICLE IV RIGHTS & OBLIGATIONS OF THE ASSOCIATION

4.1 Maintenance. The Association shall maintain and keep in good repair the Common Area and the Area of Common Responsibility. The Association shall keep the Common Areas and Areas of Common Responsibility as originally improved by the Declarant or as modified with the consent of ARC and shall keep all common facilities in good repair, in a safe, attractive and orderly condition.

The roads in the Subdivision are intended to be publicly maintained roads.

4.2 Enforcement. The Association, the Declarant, the Operator and any Owner may enforce the provisions of this Declaration by appropriate means, including but without limitation the employment of legal counsel and the commencement of legal actions. The Association may promulgate rules for fines against Owners violating the Declaration and/or rules of the Association in accordance with law. Failure to enforce any provision of this Declaration or other Association Documents does not waive the Association's, Declarant's, Operator's or Owner's right to insist on compliance in the future. In any action to enforce the provisions of the Association Documents, the prevailing party shall be entitled to an award of its reasonable attorney's fees and court costs.

4.3 Utilities. The Association may contract, as a common expense, for any or all cable or satellite television distribution, Internet, electricity, water, electric services and refuse collection for the Lots or the Common Areas and Areas of Common Responsibility, where the price savings on a bulk basis is of such a magnitude that it benefits the Membership as a whole, but has no obligation to do so. In such event, the Association shall provide at least thirty (30) days written notice (or such other period of time as may be reasonably necessary) to all Owners in the Subdivision.

4.4 Easements. The Association or Declarant may grant easements, when necessary, for utilities over the Common Area and any portion thereof to serve the Subdivision and any portion thereof. An easement is hereby granted to the Association and retained by Declarant.

without any obligation to do so, for the purposes of accomplishing the repairs, maintenance, replacements or any other work necessary to enforce the provision of this section.

4.5 Damage to Common Areas and Maintenance of Lot. After a determination by the Board of Directors or Officers of the Association in accordance with the Bylaws that any Owner that has failed or refused to discharge properly his obligations with respect to the maintenance, repair or replacement of any items for which an Owner is responsible, or that any Owner, or agent of an Owner or independent contractor of an Owner, is responsible for damage to the Common Area or Area of Common Responsibility, the Association shall give the Owner written notice of the Association's intent to provide the necessary maintenance, repair or replacement at the Owner's sole cost and expense, which notice shall set forth with particularity the maintenance, repairs, and replacement deemed necessary. The Owner shall have fifteen (15) days from the date of mailing the notice by Certified United States Mail to complete the maintenance, repair or replacement or appear before the Board of Directors to contest its determination. If the Owner fails in this obligation, the Board of Directors may designate individuals with authority to enter upon the Lot to provide such maintenance, repair and replacement and assess all costs incurred, plus 15% of such costs as an administrative surcharge, against such Lot as a Specific Assessment, which shall become a lien against the Lot of the Owner enforceable by the Association plus all costs of collection including reasonable attorney fees through appeal. Each Owner hereby grants to the Association an easement for the purposes of accomplishing the repairs, maintenance, replacement or any other work necessary to enforce the provisions of this section.

4.6 Performance of Duties. In the event Declarant should perform certain of the obligations of the Association, this shall not constitute a waiver with respect to the Association's obligation to perform such duties and with respect to the right of Declarant, Owners and the Operator to bring legal proceedings to compel the Association to perform its duties and reimburse Declarant for cost expended by Declarant in expending such duties. Furthermore, during the Development and Sale Period, the Association may not diminish or eliminate any obligation of the Association by amendment to its Articles of Incorporation or its Bylaws, or by any other method, without Declarant's written consent thereto.

4.7 Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, tenants, or contractors to comply with any covenant, restriction, Rule, regulation contained herein, or Rules or regulations promulgated under the Articles of Incorporation, Bylaws of the Association, or by the Board of Directors, provided the following procedures are adhered to:

(a) Notice. The Association shall notify the Owner of the infraction or infractions at least fifteen (15) days prior to a hearing before the Board of Directors. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the Owner may present reasons why fine(s) should not be imposed.

(b) Hearing. The noncompliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why Fines should not be imposed. A written

decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Director's meeting.

(c) Appeal. Any appeal process provided by Georgia law shall be available to any offending party.

(d) Fines. The Board of Directors may impose fines at its reasonable discretion which may exceed any amounts set forth in Georgia codes and ordinances. The Board may further suspend, for a reasonable time, the rights of the Owner or Owner's guest, tenants or invitees to use Common Areas and recreational facilities. Each day a violation continues to exist, it shall be a separate violation without need for additional notices or appeals. The Association shall be entitled to collect the maximum amount permitted hereunder.

(e) Payment of Fines. Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment.

(f) Collection of Fines. Fines shall be treated as an assessment due to the Association.

(g) Application. All monies received from fines shall be allocated as directed by the Board of Directors.

(h) Nonexclusive Remedy. These fines shall not be construed to be the exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

4.8 Special Enforcement Rights. Violation of any conditions or restrictions or breach of any covenant herein contained shall also give the Declarant, its successors and assigns, and/or the Association and its authorized agent or representative, in addition to all other remedies and upon ten (10) days written notice to the violating Owner (during which time the Owner may correct the violation without penalty), the right to enter upon the land on which such violation or breach exists and summarily to abate and remove, at the expense of the Owner of said land, any construction or other violation that may be or exist thereon contrary to the intent and provision hereof; and the Declarant, its successors and assigns and/or the Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal. The Declarant and/or the Association may impose liens upon the Lot of an Owner for amounts incurred for such abatement and removal which the Owner fails to pay upon written request.

4.9 Tenant/Rental Approval. Any lease associated with any property or Lot shall be approved by the Association prior to creation of tenancy. The Owner shall submit such lease and any lease or credit application to the Association. Within fifteen (15) days of receipt of such submission, the Association shall have the sole discretion to approve or deny and accepts no liability for such approval or denial.

4.10 Variances. the Board of Directors shall have the discretion to pursue enforcement action in any particular case, except that the Board shall not be arbitrary or capricious in taking enforcement action. For example, the Board may determine that, in a particular case:

- (a) the Association's position is not strong enough to justify taking any or further action;
- (b) the covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;
- (c) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources to pursue enforcement action; or
- (d) it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

A decision not to enforce a particular provision shall not prevent the Association from enforcing the same provision at a later time or prevent the enforcement of any other covenant, restriction, or rule.

4.11 Wall, Fence, and Landscaping. The Association shall have the responsibility for maintaining any wall, fence, entry feature and/or gate and/or landscaping installed by the Declarant or the Association for the benefit of the Subdivision within Common Area or easements for such purposes. The Declarant hereby grants to the Association an easement for access over each Lot as reasonably necessary for this purpose. As may be required by the county in which the Property is located, any landscaping buffer required as shown on the Plat may be installed by the Declarant, and maintained and replaced, as needed, by the Association, as a common expense.

ARTICLE V

RESTRICTIONS UPON INDIVIDUAL USE FOR THE COMMON GOOD

5.1 Single Family Residential Use. No building, structure, or improvement shall be constructed, erected, altered, placed or permitted to remain on any of the Lots within the Subdivision other than single family dwellings and appurtenances. Notwithstanding the foregoing, nothing in this Section 5.1 shall be construed as prohibiting the Declarant or Builder from transacting any business necessary to consummate the development of the Community and sales and re-sales of Lots, homes or other properties owned by the Declarant or Builder. This right shall include, but not be limited to, the right to maintain models, sales, offices, and parking associated therewith, have signs on any portion of the Community, including Common Property, have employees in the models and offices without the payment of rent or any other fee, maintain offices in models or use of the Common Property to show Lots or the residential dwellings constructed thereon. Declarant and Builder shall have all of the foregoing rights without charge or expense.

5.2 Lawful Use. No part of the Subdivision may be used for any purpose tending to injure its reputation, nor to disturb the neighborhood, nor occupants of adjoining property within the Subdivision, nor to constitute a nuisance, nor in violation of any public law, ordinance or regulation in any way applicable thereto.

5.3 Commercial Use. None of the Lots shall be used in any way directly or indirectly for any business, commercial, manufacturing, mercantile, storing, vending, or any other purpose

incompatible with single family residential use. No business that generates on site visits by customers, or suppliers shall be allowed. Notwithstanding the above, nothing in this Section 5.3 shall be construed to restrict Builder's or Declarant's use of any Lot for a model home or sales office.

5.4 Maintenance. All buildings and other structures within the Subdivision and each portion thereof shall at all times be properly and well maintained in good condition and repair by the Owner thereof. All landscaping of every kind and character, including shrubs, trees, grass and other plants, shall be neatly trimmed, properly cultivated and maintained continuously by the Owner thereof, in a neat and orderly condition and in a manner to enhance its appearance.

5.5 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home without prior written approval of the ARC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ARC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ARC.

5.6 Parceling. No Lot shall be expanded or divided to accommodate more than one dwelling site per Lot.

5.7 Roofs; Antennas; Solar Heating. No projections of any type shall be placed or permitted to remain above the roof of the building with the exception of one or more chimneys, skylights or vent stacks and such other devices as must be permitted by law. No outside television or radio pole or antenna or other electronic device, or solar heating device, shall be constructed, erected or maintained on any building nor on any Property within the Subdivision or connected in such a manner as to be visible from the outside of any building, except such devices as must be allowed by law, and then subject to approval in writing by the Architectural Review Committee or such Design Guidelines as it may establish consistent with applicable law. Over the air reception devices are prohibited without prior except such devices as must be permitted by law, and then subject to such design and location criteria as the ARC may establish consistent with applicable law. The ARC may, in its sole discretion, grant waivers from the provisions of this paragraph.

5.8 Temporary Buildings and Building Materials.

(a) No shed, tent or temporary structure/building shall be erected, maintained or used on any Property within the Subdivision; provided however, that temporary buildings for use and used for a reasonable time only for purposes incidental to the initial construction of dwellings on any Property may be erected, maintained and used, provided that such erection, maintenance and use has been approved by ARC and provided further that said temporary buildings shall be promptly removed upon the completion of such construction work.

(b) No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot, except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonably necessary for the construction to complete the improvement in which same is to be used.

5.9 Garages. All residences shall have a minimum of a two (2) car garage, capable of holding two (2) autos, and Owners may not reduce the size of such garage to any size that would encroach on such dimensions. When garages are not in use by persons, garage doors shall be closed.

5.10 Signs; Mailboxes. No advertising signs or billboards shall be erected on any Lot or displayed to the public on any Lot except a sign of not more than six (6) square feet in area which may be used solely to advertise the Lot for sale or rent, security signs not larger than eighteen inches by eighteen inches (18" x 18"), or standard size street number identification signs. All supports for such signs shall be made of wire or 4"x4" posts, and no electrical or mechanical devices may power such signs. Signs may not be installed for political purposes, nor to embarrass, harass, or offend any Owner of Lots within the Property. All Builder signage must be approved by the Declarant. Notwithstanding the foregoing, Declarant and Builder shall have the right to erect and display reasonable and appropriate signs in the Community, including, without limitation, signs relating to the development, construction, marketing and sales of residential dwellings located on Lots in the Community.

5.11 Rubbish. No weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any Lot or Common Area within the Subdivision if it renders the property unsanitary, unsightly, offensive or detrimental to any other property in the Subdivision. Trash, garbage, rubbish and other waste shall be kept only in sanitary containers. All service areas and sanitary containers within the Subdivision shall be enclosed in such a manner that the yards, areas, containers and such are not visible from any neighboring property or street. Sanitary containers and bundled trash may be set out for a reasonable period of time before and after scheduled trash pick-up times.

5.12 Clotheslines. Clotheslines are not permitted unless they are completely hidden from view of the Common Area, street, and any neighboring property, and except as permitted in writing by ARC.

5.13 Oil Tanks; Bottle Tanks; Water-Softening Tanks; Wells & Pumps; Condensers; Wood Piles and Central Air Conditioning Units. All ancillary equipment shall be suitably screened so as to be concealed from view of the Common Area, street, and any neighboring property. No window and/or wall air conditioning units shall be permitted. All propane gas tanks larger than standard barbecue size must be buried.

5.14 New or Damaged Structures. The erection of a new dwelling or structure, or the repair of any dwelling or structure damaged by fire or otherwise, on any Lot shall be completed without unreasonable delay. Should the Owner leave a dwelling or structure in an incomplete condition for a period of more than 120 days or should the erection of a new dwelling remain

incomplete after a period of 270 days from the date of the first construction related inspection by the appropriate governmental authority, the Association after reasonable notice to the Owner by registered mail, giving the Owner the opportunity to be heard, may remove the structure from the premises or complete and repair it in a manner deemed appropriate by the ARC, and/or assess a fine of \$100.00 (one hundred) dollars per day for every day the repair or erection of the dwelling or structure remains incomplete after the aforesaid time limits have been reached, unless the Owner can show a defense to ARC that would support an impossibility defense under Georgia law, and which delay is approved in writing by the Committee. In either event, the expense so incurred shall be a lien against the Lot enforceable in the same manner as other liens. The dwelling or structure shall not be considered to be complete until, in the opinion of the Board of Directors, both the construction and landscape elements are in compliance with the approved building and landscape plans.

5.15 Hedges and Landscaping. All fences, hedges, and landscaping plans must receive prior written approval from ARC before installation. Fencing of the rear and specified portions of the side yards will be allowed on Lots only upon approval of ARC. In connection with the development of any Lot for residential purposes and the construction of improvements thereon, reasonable care shall be used to preserve and retain as many trees as is reasonably possible. No excavation, fill or clear cutting of trees shall be performed in violation of law, or of this Declaration.

5.16 Electrical Installations. All service lateral entrance installations, or that portion thereof served by said underground electrical distribution system, shall be installed underground and maintained in accordance with the specifications of the appropriate governing entity(ies) for such installation.

5.17 Common Areas. Nothing herein shall be interpreted as to limit in any way the Declarant's right or Builder's right to use the Common Areas and its related facilities for the sales and promotion of portions of the Property they own.

5.18 Swimming Pools; Spas; Basketball Backboards; Trampolines. Above ground swimming pools are not permitted. All pools and spas must have the written approval of ARC prior to installation. No basketball backboards, permanent or portable are permitted in any location unless approved in writing by ARC. No trampolines are permitted in any location unless approved in writing by ARC.

5.19 Hardship Waiver. ARC is authorized, but not required, to grant hardship waivers to Owners in the event in their opinion, the strict application of these restrictions presents a bona fide hardship that is not self-imposed.

5.20 Minimum Square Footage of Improvements. Any single-story home on any Lot described herein shall contain, at a minimum, 1,800 square feet of living area. Any two-story home on any Lot described herein shall contain, at a minimum, 2,000 square feet of living area. Living area does not include: garages, porches (open or screened), terraces, or patios.

5.21 Trailers; Trucks; School Buses; Boats; Boat Trailers. No house trailers, motor homes, mobile homes, school buses, trucks or commercial vehicles, recreational vehicles, off-road vehicles, tandem axle vehicles, motorcycles, campers, habitable motor vehicles of any kind, boats, or boat and other trailers, shall be kept, stored or parked overnight either on any street or on any Lot, except within garages and the garage door closed (if applicable). The foregoing will not be interpreted, construed, or applied to prevent the occasional, temporary parking of any vehicle, boat or trailer for a period not to exceed forty-eight (48) hours on a driveway or street. Notwithstanding the foregoing, passenger automobiles (including SUVs and light trucks without commercial markings) may be parked in driveways. There shall be no major or extended repair or overhaul performed on any vehicle, boats, or trailers on the Lots. All vehicles, boats and trailers shall have current license plates. If any vehicle, boat, or trailer is in violation of this provision, the Association shall have the immediate right to have the offending vehicle, boat, or trailer towed away at the expense of the Owner thereof, and an easement to enter the Lot is reserved in favor of the Association for this purpose. This Section shall be liberally interpreted to permit the Association or any other party having the right to enforce these restrictions to keep the streets within the Subdivision free from congestion and from the parking, repair, or storage of unsightly or oversize vehicles and other rolling stock which may detract from the character of the Subdivision.

5.22 Livestock and Pets. No animals, livestock, poultry, or pets of any kind shall be raised, bred, or kept on any Lot, except that not more than three (3) household pets per Lot may be kept provided, however, that no more than two (2) of such pets may be dogs, and provided further that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions. For the purposes of this Section 5.24, pets shall be deemed to constitute a nuisance if they create excessive or disturbing noises, whether by barking or otherwise, or if the pet has shown any violent or aggressive behavior or otherwise poses a danger to the health, safety, or welfare of any person. Animals which have attacked or bitten any person or another person's pet shall constitute a nuisance and shall not be kept on any Lot. All pets must be kept on leashes or within secure enclosures when out of doors. For purposes of this Section 5.23, invisible electronic fences are not deemed to be fences in compliance herewith. The foregoing expression of specific behaviors that shall constitute a nuisance shall in no way limit the determination that other behaviors also constitute a nuisance. Any pet in violation of this section shall be brought into compliance within twenty-four (24) hours of notice by the Association, including but not limited to, the removal of the pet from the Subdivision if the pet has attacked or bitten a person or other person's pet. Maintenance and keeping of pets on the Property and in any residence may be otherwise regulated in any manner, consistent herewith, by the Subdivision Association's Rules as may from time to time be established by the Board of Directors.

5.23 Offensive Activities. No noxious, offensive, or illegal activities shall be carried on or upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the Owners of other Lots in the Subdivision. No nuisance shall be caused, or permitted to exist, by any Owner on, about or in the vicinity of his Lot or elsewhere in the Subdivision, nor shall there be any use or practice which is the source of annoyance to residents, or which interferes in any way with the peaceful possession and proper use by the residents of the Subdivision Property or any part thereof. All parts of the Subdivision, including each Lot, shall be kept in a neat, clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed by any Owner or by

anyone to accumulate, nor shall any fire hazard be allowed to exist. No improper, offensive, or unlawful use shall be made of any Lot, or any part thereof, and all valid laws, zoning ordinances and regulation of all governmental bodies having jurisdiction thereof, and all regulations of the Subdivision Association, shall be observed.

5.24 Nuisance. It shall be the responsibility of each Owner to prevent the development of an unclean, unhealthy, unsightly, or unkept condition on their Lot. No Lot shall appear to be obnoxious to the eye; nor shall any substance, thing or material be kept upon any Lot that will emit foul or obnoxious odors, noise or other conditions that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of the surrounding property.

5.25 Drainage. No Owner shall permit any blockage, construction, or landscaping to impede the flow of drainage upon any drainage easement or drainage swale. If a drainage swale is on an Owner's Lot, such Owner is required to maintain any portion of the drainage swale that is on the Owner's Lot.

5.26 Sidewalks. The construction, repair and replacement of the sidewalks shall be the responsibility of each individual property owner adjoining the sidewalk.

5.27 Builder and Declarant Exemption. With the exception of Sections 5.1, 5.2, 5.16, 5.25, 5.26, and 5.31, Builder and Declarant are exempt from any and all requirements contained in Article V of this Declaration.

5.28 Short-Term Rentals. No lease associated with any property or Lot shall be for a time period of less than thirty (30) days.

5.29 Use and Protection of the Lakes and Ponds. The use of all lakes and ponds, if any exist, shall be subject to rules as adopted by the Association.

(a) No gasoline powered water craft are allowed; only electric motors shall be allowed on any lake, pond or wetland, if any.

(b) The Association and the Declarant do not represent or warrant that any Lot is waterfront, that any Lot has lake access, or that the lakes and water levels will continue to exist in their present forms. Neither the Association, Declarant, nor any agent, officer or employee of either shall have any liability to any Owner with regard to the augmentation or continued water levels of any lake.

(c) No structures shall be placed on any of the lakes or ponds by any Owner. The Declarant reserves the exclusive right, but not the obligation to install improvements to the Common Area, including but not limited to docks, boardwalks, piers, or boat ramps which may be placed in the common areas for the use of all Owners and guests.

5.30 Irrigation. Any underground irrigation system on a Lot may not draw upon water from creeks, streams, lakes, ponds, retention, detention, canals or other bodies of water within the

Subdivision. Individual wells are permissible, provided, however, that the design and installation of such well meets all applicable codes and ordinances.

5.31 Compliance with Permits. Each Owner within the Subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the appropriate AHJ. No Owner of any property within the subdivision may construct or maintain, any building, residence or structure, or under take or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision, if any exist, unless prior approval is received from the appropriate AHJ. Prohibited activities within such areas and easements include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. If the project includes a wetland mitigation area or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from an appropriate authority having jurisdiction, if any. Construction and maintenance activities which are consistent with the design and permit conditions approved by any authority having jurisdiction may be conducted without specific written approval from any authority having jurisdiction.

Owners shall not remove native vegetation (including cattails), if any, that becomes established within any wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the wet detention ponds to the AHJ.

AHJ has the right to take enforcement measures, including a civil action for injunction and/or fines against the Association to compel it to correct any outstanding problems with the surface water management system facilities or in mitigation or conservation areas under the responsibility or control of the Association.

If required by any permit, government agency approval or Stormwater Facilities Management Agreement, any amendment to this Declaration that alters the Surface Water Management System (beyond maintenance) in its original condition, including mitigation or preservation areas and the water management portions of the Common Area, must have prior approval of the AHJ.

If the Association ceases to exist, and if no maintenance agreement exists with an approved association, then all of the Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System facilities in accordance with the requirements of any related permits, unless and until an authorized, alternate entity assumes responsibility.

If the Subdivision has on site wetland mitigation which requires ongoing monitoring and maintenance, the Association shall be responsible to carry out this obligation and to complete the task successfully, including meeting all Permit conditions associated with wetland mitigation, maintenance and monitoring. The Association shall allocate sufficient funds in its budget for such

monitoring and maintenance of the wetland mitigation area(s) each year until the AHJ determines that the area(s) is successful in accordance with any existing Permit.

Any Surface Water Management System related Permit and any future permit actions of the AHJ shall be maintained by the Association's Registered Agent for benefit of the Association at the office of the Association. The Permit shall be owned by the Association and the Association has the obligation to assure that all terms and conditions thereof are enforced. If the Permit is issued in Declarant's name, then on or before the conversion of the rights of the Membership, pursuant to this Declaration, Declarant shall transfer and the Association shall accept and assume all rights and obligations of Declarant under the Permit.

ARTICLE VI DESIGN REVIEW

6.1 Design Approval. No clearing, excavation, or other site work, and no building, structure, architectural feature or improvement, including but not limited to structures, utilities, irrigation systems, landscaping, fencing, walls, hedges, or any other physical change or improvement to any Lot, whether for new construction or a modification or addition to existing improvements, shall be erected, constructed, placed or altered on any Lot by any person other than the Declarant until the Owner/Applicant of the Lot has submitted to the ARC, in duplicate, complete plans and specifications for such building, structure, and/or improvement and a detailed site plan showing its proposed location, and such plans and specifications and detailed site plan have been approved in writing by the ARC. The approval of said plans and specifications may be withheld not only because of noncompliance with any of the specific easements, covenants, conditions, and restrictions of this Declaration, but also by reason of the reasonable dissatisfaction with the landscaping or grading plan, the proposed location of the structure with respect to topography and finished grade elevation, the nature of workmanship and materials, the type or use of materials, the color scheme, finished design, proportions, architecture, style, shape, height, size, style or appropriateness of external design with the existing or proposed buildings, structures or improvements located or to be located upon the Property, including the heights, kind and appearances of fences, walls, any excavation or fill, change in drainage or terrain, planting, , the size, location and materials to be used in the construction of the walks and driveways, and the sizes and species of landscaping materials, all of which are included within the definition of "improvements" as such word is used herein. One set of plans and specifications and a detailed site plan as finally approved may be retained by the Declarant or ARC. Any improvements to be constructed on any Lot will be subject to the written approval of the ARC. The design of said improvements shall be in conformance with the Design Guidelines if and when published (and as may be amended) by the ARC. Upon written request, sent by certified mail, by an Owner for approval of plans and specifications, the ARC will have thirty (30) days to approve or disapprove plans. Failure of the ARC to act within thirty (30) days from receipt of definitive plans of the proposed improvement shall result in the plans being deemed approved. ARC will have exclusive control over exterior design, colors and materials which can be used in new construction and in repainting/refurbishing, modifying or additions of all improvements built on any Property subject to this Declaration and all additions thereto. The ARC may charge a fee to review plans. The fee shall be established by the Association.

Upon completion of any buildings, structure or improvement in accordance with approved plans and specifications and detailed site plan, no changes, alterations, additions, reconstruction or attachments of any nature whatsoever shall be made to the exterior of the building, structure and/or improvement or to the Lot, including that portion thereof not actually occupied by the improvements thereon, unless the same are identical to the original work, without prior written approval in the manner above provided.

ARC's approval, disapproval or conditional approval shall be endorsed upon the plans and specifications submitted by the Owner/Applicant and shall be further evidenced by a written instrument executed and acknowledged by ARC. Such written instrument shall be returned to the Owner/Applicant.

Approval of the ARC shall not obviate any reviews or approvals required by government and does not constitute a structural review or review for compliance with building codes or any purpose other than design compatibility with the community, surrounding structures and terrain.

ARC shall have the authority to publish "Design Guidelines" which shall outline guidelines for the design of improvements to be constructed on the Lots. ARC reserves the right to amend these Design Guidelines from time to time.

6.2 Exculpation of Association, Declarant and ARC. The Association, Declarant and/or ARC shall not be liable for any loss or damages to any person arising out of (a) the approval or disapproval of plans, (b) design or construction errors, (c) noncompliance with governmental land use and building regulations, (d) any defect or structural fault in design or construction. Neither the Association, ARC, Declarant, or any agent, officer or employee of such shall be liable to any Owner or other for any damages or costs arising in any way out of the approval or disapproval of any plans or applications.

6.3 Design Approval by Declarant. Except as otherwise provided in Section 8.11, the Declarant reserves the right to maintain exclusive architectural control in all Common Areas, entrance and recreation areas during the Development and Sale Period. The basic architectural control for regulation of all Lots is vested in ARC, which shall include the power to prohibit those improvements, structures, buildings found to be (a) inconsistent with the provisions of this Declaration, or the aesthetic design or quality intended to be created and preserved hereby, or (b) contrary to the best interests of the Subdivision or (c) detrimental to the value and desirability of the Subdivision as a residential community with exclusive, unique and desirable qualities.

6.4 Exemptions. A Builder may submit its standard plans for blanket approval hereunder, which approval will not be unreasonably withheld; and thereafter, no further approval shall be required under this Article for a Builder to construct improvements on Lots consistent with the approved standard plans. A Builder shall not be subject to any fee for review of plans. If a Builder receives approval from Declarant, the Builder shall not be subject to review or inspection by the ARC or the Association. This Article shall not apply to activities of Declarant or to improvements to the Common Property made by, or on behalf of, the Declarant or the Association.

6.5 Variance. The Declarant shall have the power and authority, in its sole discretion, to grant variances from any provision of the Design Guidelines where the physical characteristics or location of the Lot are such that the variance would not be materially inconsistent with the intent of the Design Guidelines or materially and adversely affect adjacent Lots.

6.6 Right to Appoint ARC. During the Development and Sale Period, the Declarant shall have the right to: sit on and/or appoint the members of the ARC, to remove without cause any person serving on ARC, and fill any vacancies on the ARC, subject to the rights of the Operator under Section 8.11 to appoint the ARC for the Adjacent Property. Any person appointed to the ARC by Declarant or the Operator does not have to be a Member and may only be removed by Declarant or the Operator, as applicable, unless otherwise allowed under this Declaration. After the Development and Sale Period, the Board shall have the right to appoint ARC, which shall consist of not less than two (2) nor more than five (5) members; provided, if the Board fails to appoint an ARC, the officers of the Association shall constitute the ARC.

ARTICLE VII PROPERTY OWNERS' ASSESSMENTS

7.1 Authority to Assess; Purposes. There are hereby created, and the Association is hereby authorized to levy, assessments for expenses incurred or anticipated to be incurred by the Association in performing its responsibilities and exercising its rights and powers under the Association Documents, specifically including but not limited to: expenses of maintaining, repairing, replacing, improving, operating, and insuring the Common Area and Area of Common Responsibility, to the extent the Association is responsible therefor; expenses of monitoring and enforcing compliance with the provisions of the Association Documents; expenses arising out of the Association's indemnification obligations; expenses of managing the Association, including compensation of management personnel, maintaining books and records, handling Association funds, providing financial reports, and corresponding with Members; administrative expenses such as postage, copying expense, office supplies and equipment; legal, accounting, and other professional fees; expenses associated with borrowing and debt service; and such other expenses as specifically authorized herein or as the Board deems necessary or desirable to maintain the Community-Wide Standard and otherwise for the common benefit and enjoyment of the Owners.

7.2 Commencement of Assessments. For the purpose of establishing and determining Assessments for Common Expenses payable by the Members, the obligation to pay assessments shall commence as to each Lot upon issuance of a certificate of occupancy for a dwelling on the Lot or actual occupancy of the dwelling on the Lot, whichever occurs first. A Lot as to which the obligation to pay assessments has commenced hereunder shall be an "Assessment Lot".

7.3 Determination of Assessments for Common Expenses and Establishing a Budget. Prior to the conveyance of any portion of Property to a person or entity not affiliated with Declarant, Declarant shall cause Association to adopt a budget reflecting (i) the estimated expenses to be incurred by the Association in performing its responsibilities and exercising its authority under the Declaration, including a reasonable contribution to a reserve fund for repairs and replacements of capital items which are the Association's maintenance responsibility hereunder; (ii) the estimated income to be generated from assessments to be levied by the

Association against the Property; and (iii) any estimated subsidy to be provided by the Declarant under the Declaration in order to cover such common expenses. Declarant shall cause a copy of the budget, as it may be revised from time to time, and notice of the amount of the assessment levied thereunder, to be provided upon written request to each person or entity to whom it conveys any portion of the Property.

Thereafter, not less than thirty (30) days prior to the beginning of each fiscal year, the Board shall adopt a budget for such fiscal year which shall include the items described in clauses (i), (ii) and (iii) above. In determining the budget for any fiscal year, the Board may take into account expenses, Area of Common Responsibility, Common Areas, Lots, and other additional obligations anticipated to be added during the fiscal year, if any. The Board shall then establish the Assessment for Common Expenses, which shall be equal to the total amount to be assessed for Common Expenses pursuant to the budget, divided by the total number of Assessment Lots within the Subdivision. The Association shall then promptly notify all Members, in writing, of the amount, frequency, and due dates of the Assessment for Common Expenses per Assessment Lot or fraction thereof at least twenty (20) days prior to the meeting of the Board at which the budget is to be considered. The budget and assessment adopted by the Board shall become effective unless disapproved at a meeting of the Membership by a vote of at least 51% of the Association's Members or withdrawn by a majority vote of the Board; provided, there shall be no obligation to call a meeting of the Members to consider disapproval of any budget except upon petition of the Members for a special meeting as provided in the Bylaws, which petition must be filed with the Secretary within 14 days after mailing of notice of the budget and assessment. In the event the Board fails to adopt a budget and assessment as provided herein, the assessments for the current year shall be continued in full force and effect for the succeeding year or until a new budget is adopted.

From time to time during the fiscal year, the Board may modify the budget for the fiscal year. When needed, the Board may amend the budget during a fiscal year and increase the amount of the annual Assessments previously levied for such fiscal year by up to ten (10) percent without providing an opportunity for disapproval by the Members, if it appears that there will be insufficient income to meet the obligations of the Association. If the increase in the amount of the annual Assessment would exceed ten (10) percent, the revised budget shall be subject to prior notice and the Member's opportunity to disapprove in the same manner as applicable to the initial budget. Assessments pursuant to the revised budget shall be levied in the same manner as hereinbefore provided for regular Assessments for Common Expenses and shall be payable in the manner determined by the Board as stated in the notice of any increase in the Assessment for Common Expenses. In the event any Assessments for Common Expenses are made payable in equal periodic payments as provided in the notice, such periodic payments shall be adjusted to reflect the revised Assessment and shall be due and payable in the amount and frequency as indicated in the notice. Notwithstanding the foregoing, in no event shall any Assessment for Common Expenses payable by any Member be due less than ten (10) days from the date of the notification of such Assessment.

7.4 Transfer of Ownership Fee. Following the transfer of title of a Lot from a seller other than Declarant, Operator or a Builder, each subsequent transfer of title of such Lot shall require the purchaser of such Lot to pay to the Association a \$200 transfer fee.

7.5 Creation of Lien and Personal Obligation. Each Owner of any Lot by acceptance of a deed whether or not it is expressed in the deed, covenants and agrees to pay to the Association:

- (a) Annual Assessments for Common Expenses as provided in Section 7.3;
- (b) Special Assessments established and collected as provided in Sections 7.6; and
- (c) Specific Assessments. Any amounts which this Declaration authorizes to be assessed against a particular Lot as a Specific Assessment, and all accrued, liquidated indebtedness of any Owner to the Association arising under any other provision of this Declaration, or by contract, express or implied, or because of any act or omission of any Owner or person for whose conduct such Owner is legally responsible, and interest at the highest rate allowed by applicable law, may be assessed by the Association as a Specific Assessment against such Owner and such Owner's Lot after such Owner fails to pay such indebtedness within thirty (30) days after written demand. This shall include fines levied for the actions of any Owner, or guest, invitee, or family member of such Owner.

The obligation for the payment of assessments and fees arising hereunder shall include costs of collection for delinquent assessments along with interest on delinquent assessments, including, without limitation, administrative fee for collection and reasonable attorney fees, which shall be a continuing lien upon the Lot against which the assessment is made.

(d) Creation of the Lien. The recording of this Declaration shall constitute record notice of the existence of the lien and no further recordation of any claim of lien shall be required. Each assessment together with interest, administrative fee, and a reasonable attorney fee shall also be the personal obligation of each person who is the Owner of the Lot at the time the assessment is levied. Each Owner shall be liable for his or her portion of each assessment and his or her grantee shall be jointly and severally liable for any portion that may be due at the time of conveyance. Assessments shall be paid in the manner and upon the date specified by the Board of Directors and unless otherwise provided by the Board, shall be paid in monthly installments or in one annual payment. Each Lot shall be assessed equally for annual assessments and special assessments.

7.6 Special Assessments. In addition to the annual Assessments for Common Expenses authorized above, the Board may levy in an assessment year, a special assessment against Assessment Lots for unanticipated expenses not included within the budget, subject to the same procedures as set forth in Section 7.3 for adoption of the annual budget and Assessment and revisions thereto. Any Board meeting at which a special assessment is to be considered shall be held only after due notice to the Owners mailed not less than thirty (30) days prior to the date of the meeting.

7.7 Liens for Assessments. All sums assessed against any Lot pursuant to this Declaration together with interest as provided herein shall be secured by a continuing lien upon such Lot in favor of the Association. The lien shall be superior to all other liens and encumbrances on the Lot, and shall relate back to the recording of this Declaration and shall be superior to any homestead rights, except for liens of ad valorem taxes and mortgages held by institutionalized

lenders. Persons other than recognized lending institutions acquiring interests other than first mortgages liens or encumbrances on any Lot after this Declaration shall have been recorded in the public records shall be deemed to consent to the liens and assessments of the Association and the subsequent liens shall be inferior to future liens for assessments of the Association whether or not prior consent be specifically set forth in the instrument creating such liens or encumbrances.

7.8 Remedies of the Association to Enforce Assessments. Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur an administrative charge for collection in the amount the Board of Directors may determine from time to time. If the assessment has not been paid within thirty (30) days, the assessment liens shall commence to include interest on the principal amount at the maximum rate per annum allowed by law from the date first due and payable, plus an administrative charge or late fee as allowed by law, and costs for collection, including a reasonable attorney's fee and all costs through any appeal. In the event that the assessment remains unpaid after sixty (60) days, the Association may commence legal action to collect the assessments or to foreclose its lien. Each Owner by his or her acceptance of a deed to a Lot, vests in the Association or its agents the right and power to bring all actions against it personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as liens for mortgages on real Property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all Owners.

7.9 Payment of Annual Assessments and Deficit Funding.

(a) Annual assessments shall commence as to each Lot as provided in Section 7.2. The annual assessment shall be payable in the manner and on the schedule the Board of Directors may provide, and if not stated in the budget, shall be on the first of the month, and begin to accrue late fees and interest if not paid within fifteen (15) days after the due date.

(b) For so long as the Declarant is in control of the Association, it may be excused from payment of its share of the operating expenses and assessments related to its property. The Declarant by executing this Declaration, hereby obligates itself to pay any operating expenses incurred that exceed the Assessments receivable from other Members and other income of Association ("Deficit Fund"). Declarant may forego the right to Deficit Fund by notifying the Board of Directors of such, in which case the Declarant shall pay Assessments on Lots it owns that would be subject to assessment hereunder in accordance with this Declaration.

7.10 Assessment Statement. Any Owner, Mortgagee of a Lot, person having executed a contract for the purchase of a Lot, or lender considering the loan of funds to be secured by a Lot shall be entitled upon request to a statement from the Association or its management agent setting forth the amount of Assessments past due and unpaid for such Lot, together with any late charges and interest applicable thereto. Such request shall be in writing, shall identify the Lot with respect to which the request is made and the Owner thereof, shall be delivered to the registered office of the Association, and shall state an address to which the statement is to be directed. Failure on the part of the Association, within five (5) business days after the receipt of such request, to mail or otherwise furnish such statement regarding amounts due and payable with respect to the Lot involved to such address as may be specified in the written request therefor shall cause the lien for

Assessments to be extinguished and of no further force or effect as to the title or interest acquired by the purchaser or lender, if any, as the case may be, and their respective successors and assigns, in the transaction contemplated in connection with such request. The information specified in such statement shall be binding upon the Association and upon every Owner. Payment of a fee not exceeding \$ 10.00 may be required as a prerequisite to the issuance of such a statement.

7.11 Exempt Property. The assessments, charges and liens created under this Article shall not apply to the Common Areas nor shall the assessments apply to land or easements dedicated to and accepted by local public authority or any land used by a utility company.

ARTICLE VIII GENERAL PROVISIONS

8.1 Duration; Termination. This Declaration, as it may be amended pursuant to Section 8.2, shall run with title to the Property and shall be binding on all parties and persons having any interest in the Property for a period of twenty (20) years from the date it is recorded, after which time it shall be extended automatically for successive periods of twenty (20) years each, unless the then Owners of at least 51% of the Lots each sign a document verifying that such Owner is the record Owner of a Lot subject to this Declaration, which document (i) contains a legal description of the Property and a list of the names of all Owners of Lots subject to this Declaration; (ii) references this Declaration and states the date upon which this Declaration shall terminate; and (iii) is recorded within the 2-year period immediately preceding the expiration of the initial 20-year term or any subsequent 20-year extension, in which case this Declaration shall terminate on the date specified in such termination document.

8.2 Amendments.

(a) **By Membership.** This Declaration may be amended upon approval of the amendment by: (i) the Association's Board of Directors; (ii) persons casting a majority of the votes of Members eligible to vote at a properly noticed meeting of the Association where a quorum is present; and (iii) during the Development and Sale Period, by the Declarant and Operator, subject to subsection 8.2(d). A quorum for any vote of the members under this Section 8.2(a) shall be fifty percent (50%) of the total voting interests in the Association. An Owner must be current on all its assessments and financial accounting to be eligible to vote. Any such amendment shall be set forth in an instrument executed by two officers of the Association certifying that the requisite approval of the membership was obtained and either the amendment or a joinder attached thereto shall be executed by the Declarant and Operator, if their approval is required hereunder.

(b) **By Declarant.** During the Development and Sale Period the Declarant specifically reserves for itself, its successors and assigns, the right, subject to approval of the Operator as provided in Section 8.2(d), to amend this Declaration and any Supplementary Declaration for any purpose, including, without limitation, for the purpose of removing from the lien and operation of this Declaration any portion of the Property which the Declarant owns, provided there are no dwellings constructed within that portion of the Property being removed from the lien and operation of this Declaration. Any amendment by the Declarant pursuant to this subsection (b) shall be set forth in an instrument executed by the Declarant and either the amendment or a joinder

attached thereto shall be signed by the Operator, if the Operator's consent is required under Section 8.2(d).

(c) Subject to Section 8.2(d), the Board shall have the power to amend this Declaration to bring any provisions herein into compliance with any mandatory governmental or quasi-governmental statute, rule, regulation, or requirement, or judicial ruling applicable to the Property. To the extent legally required, each Owner shall be deemed to have granted to the Association an irrevocable power of attorney, coupled with an interest, for this purpose.

(d) Notwithstanding any provision of this Declaration to the contrary, during the Development and Sale Period, this Declaration shall not be amended without prior written notice to and approval of the Operator, which approval shall not be unreasonably withheld and shall be evidenced by execution of a joinder by the Operator to such amendment. Such notice is to be sent to Operator's address found on the records of the tax assessor for Jackson County or Hall County, Georgia, with a copy to its registered agent's address found on the records of the Secretary of State of the State of Georgia, and accompanied by a copy of the proposed amendment. If Operator fails to respond within thirty (30) days after Operator's documented receipt of such notice, the amendment may be adopted without Operator's approval; however, no amendment may remove, revoke, or modify any right or privilege of the Operator without the written consent thereof.

8.3 Indemnification. The Association shall indemnify every officer, director and Owner on ARC and all other Committee Members, as well as Declarant, against any and all expenses, including reasonable attorney fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors) to which he may be made a party by reason of being or having been an officer or director or Committee Members, at the time such expenses are incurred. The officers, directors and Committee Members shall not be liable for any mistake of judgement, negligence, or otherwise, except for his own individual willful misconduct or nonfeasance. The officers, directors, and Committee Members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers, directors and Committee Members may also be Owners of the Association) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein, shall not be exclusive of any other rights to which any officer, director, or Committee Member, or former officer, director, or Committee Member may be entitled. The Association may as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

8.4 Eminent Domain. In the event of a threatened taking of a Common Area, the Association shall have a power to take all action with respect to such taking. The Board may act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to a voluntary sale to the condemnor in lieu of engaging in a condemnation action. Any awards received on account of the taking shall be paid to the Association. In the event of taking of less than all the Common Areas, the rules as to restoration, replacement of any Common Area and

the improvement thereon shall apply as in the case of destruction of improvements upon the Common Area.

8.5 Insurance. The Association shall obtain, to the extent reasonably available and at a reasonable cost, insurance as the Board deems necessary or appropriate, which may include, but need not be limited to, the following policies of insurance:

(a) fire and extended coverage insurance on all improvements upon the Common Areas and Areas of Common Responsibility in the amount of 100% of the full insurance replacement cost value of the improvements, or as determined by the Board;

(b) general comprehensive public liability insurance against liability to and claims of the public, an Owner of the Association and any other person with respect to liability occurring upon the Common Areas or the Areas of Common Responsibility based upon or arising out of the Association's Ownership or use of the Common Area or Areas of Common Responsibility. The minimum combined single limits of liability shall not be less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The liability insurance shall name, as separately protected insured, the Declarant, the Association, the Board, ARC (if economically feasible) and their respective Owners, employees, officers, agents and representatives.

The Association shall furnish the insurance contemplated and any judgement by the Association as to the amount and type of insurance shall be reasonable and shall be made after due deliberation in good faith and based on institutionalized lender's loan guidelines.

8.6 Contracts with Declarant or Third Parties. The Association and Declarant are authorized to enter into mutual contracts for any services the Declarant is capable of providing to the Association. The contract shall be an arm's length transaction subject to such terms and conditions as the parties may agree. Any third-party contract must be capable of being terminated with thirty (30) days' notice. Agreements with any Association management company shall clearly state any estoppel fees due to the management company for a change of title of a Lot.

8.7 Headings. It is further declared that the headings or titles inserted in the Declaration and any subsequent amendments are inserted solely for the convenience of reference and shall not constitute a part of this agreement nor shall they affect its meaning, construction or effect.

8.8 Traffic. Traffic in any of the streets and roads or ways in the Subdivision shall be subject to the provisions of the laws of the State of Georgia concerning operation of motor vehicles on public streets. The traffic laws shall operate as restrictive covenants and shall be enforceable by the powers of the Association, as well as applicable Law Enforcement Agencies, including the right to collect reasonable fines for violation thereof. Reasonable speed limits may be designated by the Board of Directors of the Association and shall be posted in the Subdivision. Only drivers licensed to operate or recognized by the State of Georgia may operate any type of motor vehicle or golf cart on the streets of the Subdivision. The Association is empowered to pass, administer and enforce reasonable rules and regulations for control of traffic and safety. Automobiles and trucks with noisy exhaust systems or excessive emissions shall not be operated in the Subdivision. There shall be no racing whatsoever on the streets. All vehicles parked or driven in the Subdivision

shall have a current registration tag on the vehicle. Neither go-carts, motorized scooters nor three (3) and four (4) wheel all-terrain vehicles shall be operated within the Subdivision. All vehicles of every kind and nature which are allowed on the streets of the Subdivision, shall be operated in a careful and quiet manner, and with consideration for all Owners of the community, and in a manner to be expected from a reasonable, prudent person. Vehicles may only be operated in areas designated by the Association for vehicle operation.

8.9 Perpetual Easement. Notwithstanding any provisions of this Declaration or any amendments thereto, no easements in the Common Area for ingress and egress may be terminated, said easements being intended to be perpetual; this will apply regardless of the termination of the restrictive covenants contained in this Declaration and regardless of the termination of the Declaration itself. Furthermore, notwithstanding the termination of this Declaration, the Association's power to make assessments and its duties to maintain the Common Areas and Areas of Common Responsibility shall survive the termination of this Declaration unless the instrument of termination specifically provides otherwise.

8.10 Supplementary Declarations and Additions to Existing Property. At any time within 20 years after the date of the recording of this Declaration, Declarant and Operator each may execute and record such Supplementary Declarations as either of them deems appropriate from time to time to submit additional property to the provisions of this Declaration and the jurisdiction of the Association; however, the Operator's right to submit additional property shall be limited to the Adjacent Property. The filing of any such Supplementary Declaration shall not require the joinder of or approval by the Association or any Owners in the Subdivision; however, any such Supplementary Declaration shall be executed by the owner of the property being added to evidence such owner's consent thereto.

Each Supplementary Declaration may contain complementary additions and modifications of this Declaration to reflect the different character, if any, of the added properties; provided, however, such Supplementary Declaration shall not revoke or otherwise amend this Declaration as it applies to any portion of the Property previously made subject to this Declaration without the consent of the Owner(s) thereof. Upon recording of any such Supplementary Declaration, the property added thereby shall be part of the Property benefited and burdened by this Declaration, subject to such modifications as may be set forth in such Supplementary Declaration, and the owners of any Lots within the property so added shall automatically be Owners hereunder and Members of the Association with the same rights, privileges, and obligations as the Owners of Lots previously made subject to this Declaration. .

8.11 Declarant's and Operator's Rights.

(a) In addition to the rights specifically reserved to the Declarant under other provisions of this Declaration, the Declarant reserves the following rights:

(i) the right to subdivide and replat any portion of the Property which it owns to create, modify, and/or eliminate Lots, roadways, and other parcels and change the designations thereof;

(ii) the right to amend this Declaration or any Supplementary Declaration to withdraw any portion of the Property from the coverage of this Declaration, provided that such property has not been improved with a dwelling. Any such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn;

(iii) an easement, for itself and its designees and utility providers, for access and use over, upon and through any easements shown on Plats and the Common Area, for purposes of:

(A) exercising any rights reserved to the Declarant pursuant to this Declaration; and

(B) making, constructing, and installing utilities, Surface Water Management Systems, walkways, paths and trails, streetlights, signage and other subdivision improvements on property it owns, on Common Area, or within public rights-of-way or easements reserved for such purposes on any Plat, and such improvements to the Common Area, all as it deems appropriate; and

(C) inspecting and making repairs or correcting any condition on the Common Area.

Notwithstanding any other provision of this Declaration, Declarant and its designees and Builders may employ such methods of marketing including signage, parking facilities for models, and operation of sales and construction offices, as deemed appropriate in the Declarant's or Builder's sole discretion, and shall have an easement for ingress and egress over the Common Area for this purpose.

(b) In the event that the Operator exercises its right under Section 8.10 to submit any portion of the Adjacent Property to this Declaration, then in addition to such rights as are specifically granted to Operator in this Declaration, Operator and its designees shall have all of the rights, easements, exemptions, exculpations, and other benefits of the Declarant under this Declaration as Operator deems necessary or convenient, in its sole discretion, to facilitate the development, marketing, sale, and use of the Adjacent Property, including, without limitation, the rights described in Section 8.11(a), the right to transfer and convey property and interests therein to the Association, the right to approve Builders' plans for construction on Lots within the Adjacent Property, and the right to appoint the members of the ARC to exercise exclusive architectural control over and adopt Design Guidelines for improvements within the Adjacent Property.

(c) Whether or not the Adjacent Property is made subject to this Declaration, the Operator shall have a right and easement over the Property as it deems necessary or convenient to tie into and extend roadways and utilities within the Property to serve the Adjacent Property, and Operator and its successors-in-title to the Adjacent Property shall have a perpetual easement of access over all roadways within the Property for ingress and egress between the Adjacent Property and Highway 60; provided, however, Operator's use of any of right or easement for the foregoing purposes shall not interfere with the rights of the Owner to use and enjoy the Lot(s) or prevent a Builder from constructing a Structure upon Lot(s). In the event Operator elects to exercise such

rights and causes any damage in doing so. Operator shall be responsible to indemnify, repair, replace, and/or maintain, at its sole expense, said damage.

(d) Notwithstanding anything to the contrary in this Declaration, so long as Operator has the right to submit any portion of the Adjacent Property to this Declaration pursuant to Section 8.10, and thereafter so long as Operator owns any portion of the Property, the Declarant shall not terminate the Class "B" membership prior to its expiration under Section 3.2(b), or transfer, assign, relinquish or voluntarily terminate its status and/or rights as the "Declarant" under this Declaration and other Association Documents, without prior written notice to Operator of its proposed action and receipt of either Operator's written consent to such action or Operator's assumption of the Declarant status and rights by Operator or its designee, as provided in this subsection (d); except that in the event that said transfer or assignment by Declarant is to Adams Homes AEC, LLC or Adams Homes AEC, LLC affiliate, then Operator's written consent is not required. Within 30 days after receipt of any such notice from Declarant, Operator shall either:

(i) execute and deliver to Declarant its written consent, in recordable form, to the proposed action described in Declarant's notice, which consent, unless otherwise expressly stated therein, shall apply only to the specific proposed action and shall not waive or extinguish Operator's rights under this subsection (d) as to any future proposed action by the Declarant or any assignee, nor shall it affect any of Operator's other rights under this Declaration; or

(ii) notify Declarant in writing that it desires to assume the status and rights of Declarant and to prepare, execute and deliver to Declarant an instrument in recordable form by which Declarant shall assign to Operator or Operator's designee, and Operator or Operator's designee shall assume, such Declarant status and rights, from and after the date of recording of such instrument, in which event Declarant shall promptly execute and deliver the same to Operator for recording. No such assignment and assumption shall have the effect of transferring to the Operator any responsibility or liability arising out of the acts or omissions of the Declarant and its agents and employees prior to the date of recording of such assignment and assumption.

8.12 Covenants Running with the Land. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING AND WITHOUT LIMITING THE GENERALITY (AND SUBJECT TO THE LIMITATIONS) OF OTHER APPLICABLE SECTIONS HEREOF, IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS THAT THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND WITH TITLE TO THE PROPERTY, WITHOUT LIMITING THE GENERALITY OF ANY OTHER SECTION HEREOF, IF ANY PROVISION OR APPLICATION OF THIS DECLARATION WOULD PREVENT THIS DECLARATION FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION AND/OR APPLICATION SHALL BE JUDICIALLY MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND THEN BE ENFORCED IN A MANNER WHICH WILL ALLOW THESE COVENANTS AND RESTRICTIONS TO SO RUN WITH THE LAND; BUT IF SUCH PROVISION AND/OR APPLICATION CANNOT BE SO MODIFIED, SUCH PROVISION AND/OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF

THE PARTIES AFFECTED HEREBY (THAT THESE COVENANTS AND RESTRICTIONS RUN WITH THE LAND AS AFORESAID) BE ACHIEVED.

8.13 Notices and Disclaimers as to Water Bodies, Preserves, Golf Courses and Sinkholes. NEITHER DECLARANT, BUILDER, NOR THE ASSOCIATION NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE COMMUNITY, EXCEPT (i) AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY OR (ii) TO THE EXTENT THAT OTHER EXPRESSLY APPLICABLE SECTIONS HEREOF WOULD OTHERWISE APPLY, IF AT ALL. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE COMMUNITY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE DECLARANT, BUILDER, AND ASSOCIATION FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES, REGARDLESS OF ANY PRECEPTION OR VERBAL COMMUNICATION PURPORTING TO REPRESENT THAT ADJACENT LAND MAY NOT BE DEVELOPED. DECLARANT, BUILDER, AND THE ASSOCIATION DISCLAIM ANY SUCH PERCEPTION OR COMMUNICATION.

ALL PERSONS ARE HEREBY NOTIFIED THAT, FROM TIME TO TIME, WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES, WETLAND AREAS, CONSERVATION AREAS OR MORE BROADLY THE SUBDIVISION IN GENERAL AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE DECLARANT, BUILDER, AND ASSOCIATION ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT, FROM TIME TO TIME, SINKHOLES MAY OCCUR ON THE PROPERTIES AND NEITHER THE DECLARANT NOR ANY BUILDER SHALL BE LIABLE OR RESPONSIBLE, IN ANY WAY WHATSOEVER FOR THE DAMAGES CAUSED BY THE OCCURRENCE OF ANY SINKHOLE. OWNERS ARE ADVISED TO OBTAIN INSURANCE FOR PROPERTY DAMAGE TO THEIR DWELLING FOR THIS PURPOSE.

8.14 Attorney's Fees. In the event of any dispute arising out of the terms of this Declaration, whether or not a lawsuit, arbitration, or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs (including those incurred in any related appeals, post judgement collection proceedings, or bankruptcy proceedings), including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of the recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under

any applicable statute, rule, or guideline, as well as non-taxable costs, including but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

8.15 Severability Clause. If any provision of this Declaration is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Declaration will not be affected or impaired.

8.17 Waiver of Jury Trial. The Association and all Owners agree to waive trial by jury in respect of any dispute and any action on dispute. This waiver is knowingly, willingly, and voluntarily made by both parties, and both parties hereby represent that no representations of fact or opinion have been made by any person or entity to induce this waiver of trial by jury or to in any way modify or nullify its effect. This provision is a material inducement for the parties entering into this Declaration.

8.18 Conflicts. If there is any conflict between this Declaration, Bylaws, and/or Articles of Incorporation for the Association, this Declaration shall govern.

8.19 No Discrimination. No action shall be taken by the Declarant, the Association or the Board of Directors that would discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status or disability.

8.20. Occupants Bound. All provisions of the Declaration, Bylaws, rules and regulations, use restrictions and Design Guidelines that govern the conduct of Owners and provide for sanctions against Owners shall also apply to all occupants and the guests and invitees of Owners and occupants. The Owner shall be responsible for ensuring that the occupants, the guests, invitees and licensees of the Owner and occupant strictly comply with all provisions of the Declaration, Bylaws, rules and regulations, use restrictions and Design Guidelines. Fines may be levied against Owners and occupants. If a fine is first levied against an occupant and is not timely paid, the fine may then be levied against the Owner.

ARTICLE IX DISCLAIMER OF LIABILITY OF ASSOCIATION

9.1 Notwithstanding anything contained herein or in the Association Documents neither the Association, Builder, nor the Declarant nor any officer or employee thereof shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Subdivision including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Georgia, Jackson County and /or any other jurisdiction or the preventions of illegal activity;

(b) any provisions of the Association Documents setting forth the uses of assessments which are related to health, safety, security and/or welfare shall be interpreted and applied as creating authority only and not as creating a duty of the Association to protect or further the health, safety, security or welfare of any person(s), even if assessment funds are chosen to be used for any such reason;

Each Owner (by virtue of Owner's acceptance of title to their Lot) and each other person or entity having an interest in or lien upon, or making any use of, any portion of the Property (by virtue of accepting such interest or lien or making such uses) shall be bound by this Article and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this article.

The Common Areas and easements contain wetlands, roads and water areas which may present hazards to persons and which may contain wildlife and other organisms of danger to children and other persons. All Owners, on behalf of themselves, their families, guests, and invitees, hereby agree that the Association shall have no liability for any activities undertaken by any person on Association lands or Common Areas and easements which result in injury from such natural elements. All Owners, families, invitees and guests agree that any person using such lands does so at his own risk. All Owners shall undertake to warn others of such hazards when appropriate.

As used in Article IX, "Association" shall include within its meaning all of the Association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns. The provisions of this Article shall also inure to the benefit of the Declarant and Builder, which shall be fully protected hereby.

/Signatures on next page/

IN WITNESS WHEREOF, the Declarant has caused these presents to be duly executed in its name and by its Manager, on the 12th day of August, 2021.

Executed and declared in the presence of:

**GARDEN STREET COMMUNITIES
SOUTHEAST, LLC, a Florida limited
liability company**

Print Name: Ryan E. Ross, Esq.

Print Name: AMANDA SNOW

By: William Bryan Adams,
Manager

STATE OF FLORIDA
COUNTY OF ESCAMBIA

I HEREBY CERTIFY that on this 21 day of SEP, 2021, an officer duly qualified to take acknowledgments, personally appeared **WILLIAM BRYAN ADAMS, Manager of GARDEN STREET COMMUNITIES SOUTHEAST, LLC, a Florida limited liability company**, who is personally known to me and who did not take an oath.

Theresa Butler
Notary Public

My commission expires: _____



TERESA BUTLER

Notary Public
State of Florida
Comm# HH297474
Expires 8/4/2026

Exhibits:

- A – Legal Description of "Initial Property"
- B – Legal Description of "Adjacent Property"
- C – Bylaws

CONSENT OF OPERATOR

WALTON GEORGIA, LLC, a Georgia limited liability company, hereby consents to this Declaration of Covenants, Conditions, Restrictions, Easements, and Assessments for Fields of Walnut Creek (the "Declaration").

The sole purpose of this Joinder is to acknowledge the consent of the Operator to the Declaration.

Signed, sealed and delivered
in the presence of:

Alison Staley

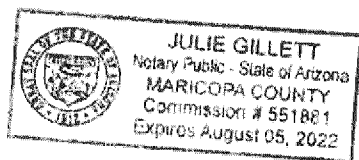
Unofficial Witness

Julie Gillett

Notary Public

My commission expires: 08/05/2022

[NOTARIAL SEAL]



WALTON GEORGIA, LLC, a Georgia limited liability company, on behalf of itself as an owner of an undivided interest in the Adjacent Property, and on behalf of all other "Unit Owners" as defined in the that certain Declaration of Covenants, Conditions and Restrictions, recorded on October 30, 2013 at Book 0066X, Page 700, with the Jackson County Clerk of Superior Court

By: Walton International Group, Inc., a Nevada corporation, its Manager

By: *Todd Woodhead*
Name: Todd Woodhead
Title: Vice President

[CORPORATE SEAL]

EXHIBIT A**LEGAL DESCRIPTION**

All that tract or parcel of land lying and being in G.M.D. 1765, Jackson County, Georgia and being more particularly described as follows:

Beginning at 1/2" rebar the intersection of the northern Right-of-Way of Guy Cooper Road (80' R/W) and the eastern Right-of-Way of Cooper Bridge Road (R/W varies); thence continuing along the Right-of-Way of said Guy Cooper Road South 62°44'03" East, a distance of 137.06 feet to a point; thence 196.21 feet along an arc of a curve to the left having a radius of 2760.00 feet and a chord bearing and distance of South 64°46'14" East, 196.17 feet to a point; thence South 66°48'25" East, a distance of 345.26 feet to a point; thence 263.51 feet along an arc of a curve to the left, having a radius of 1960.00 feet and a chord bearing and distance of South 70°39'31" East, 263.31 feet to a point; thence South 74°30'36" East, a distance of 17.60 feet to a point; thence 287.24 feet along an arc of a curve to the left, having a radius of 290.00 feet and a chord bearing and distance of North 77°06'54" East, 275.64 feet to a point; thence North 48°44'25" East, a distance of 20.41 feet to a point; thence 208.84 feet along an arc of a curve to the right, having a radius of 790.00 feet and a chord bearing and distance of North 56°18'49" East, 208.23 feet to a point; thence North 63°53'13" East, a distance of 118.39 feet to a point; thence 666.64 feet along an arc of a curve to the right, having a radius of 820.00 feet and a chord bearing and distance of North 87°10'37" East, 648.43 feet to a point; thence South 69°31'59" East, a distance of 431.62 feet to the **True Point of Beginning**; thence leaving said Right-of-Way and into the property now or formerly of Walton Georgia, LLC, North 19°27'37" East, a distance of 692.64 feet to a point; thence North 52°38'07" East, a distance of 360.35 feet to a point; thence North 41°48'11" East, a distance of 223.23 feet to a point; thence North 52°53'54" East, a distance of 165.20 feet to a point; thence North 06°29'38" East, a distance of 105.13 feet to a point; thence North 03°39'53" West, a distance of 207.03 feet to a point; thence North 27°48'34" East, a distance of 228.30 feet to a point; thence North 06°38'56" West, a distance of 178.27 feet to a point; thence North 30°13'34" East, a distance of 337.97 feet to a point; thence North 13°00'16" West, a distance of 224.17 feet to a point; thence North 05°00'11" West, a distance of 202.70 feet to a 1/2" rebar; thence along the property now or formerly of Angela W. Salter South 78°53'38" East, a distance of 205.85 feet to a 1/2" rebar; thence 150.14 feet along an arc of a curve to the right, having a radius of 50.00 feet and a chord bearing and distance of South 82°52'04" East, 99.76 feet to a point; thence 24.38 feet along an arc of a curve to the left, having a radius of 30.00 feet and a chord bearing and distance of South 20°07'30" East, 23.72 feet to a point; thence South 43°24'32" East, a distance of 30.62 feet to a point; thence 40.99 feet along an arc of a curve to the right, having a radius of 175.00 feet and a chord bearing and distance of South 36°41'57" East, 40.89 feet to a 1/2" rebar; thence North 60°00'38" East, a distance of 65.19 feet to a 1/2" rebar; thence South 04°02'41" West, a distance of 1110.71 feet to an axle; thence South 81°37'03" East, a distance of 833.43 feet to a 12" post oak (dead); thence South 66°35'25" East, a distance of 290.64 feet to a 1/2" rebar; thence North 36°51'59" East, a distance of 232.84 feet to a point in the centerline of a branch; thence along said centerline of branch the following courses and distances: South 38°42'06" East, a distance of 34.58 feet to a point; thence South 66°32'52" East, a distance of 69.78 feet to a point; thence South 52°00'08" East, a distance of 131.60 feet to a point; thence South 75°18'14" East, a distance of 69.79 feet to a point; thence

South 55°18'39" East, a distance of 45.71 feet to a point; thence South 78°38'18" East, a distance of 94.60 feet to a point; thence leaving said branch, South 08°37'22" East, a distance of 10.22 feet to a 10" persimmon; thence South 78°22'32" East, a distance of 117.37 feet to a 1/2" rebar; thence North 28°22'32" East, a distance of 261.94 feet to a 1/2" rebar; thence North 63°53'56" East, a distance of 220.73 feet to a 1/2" rebar; thence South 75°39'38" East, a distance of 150.27 feet to a point in the centerline of a branch; thence along said centerline of branch the following courses and distances: North 01°29'24" East, a distance of 68.08 feet to a point; thence North 15°48'41" West, a distance of 15.86 feet to a point; thence North 29°58'28" East, a distance of 61.95 feet to a point; thence North 22°41'45" West, a distance of 32.28 feet to a point; thence North 13°53'44" East, a distance of 64.66 feet to a point; thence North 05°45'09" East, a distance of 32.04 feet to a point; thence North 44°24'57" East, a distance of 33.35 feet to a point; thence North 68°46'24" East, a distance of 44.28 feet to a point; thence North 13°06'20" East, a distance of 66.52 feet to a point; thence North 36°49'21" East, a distance of 99.67 feet to a point; thence North 26°33'04" West, a distance of 50.46 feet to a point; thence North 14°35'25" East, a distance of 50.46 feet to a point; thence South 85°36'16" East, a distance of 46.28 feet to a point; thence North 32°21'09" East, a distance of 44.26 feet to a point; thence North 57°21'33" East, a distance of 66.34 feet to a point; thence North 38°01'14" East, a distance of 42.04 feet to a point; thence North 14°23'44" East, a distance of 56.06 feet to a point; thence North 85°13'30" East, a distance of 29.53 feet to a point; thence North 06°58'10" East, a distance of 42.84 feet to a point; thence North 15°14'40" East, a distance of 34.10 feet to a point; thence North 60°16'57" East, a distance of 10.22 feet to a point; thence North 14°25'35" West, a distance of 30.91 feet to a point; thence North 34°22'37" East, a distance of 56.34 feet to a point; thence North 12°45'59" West, a distance of 18.16 feet to a point; thence North 07°08'26" East, a distance of 41.58 feet to a point; thence North 34°12'47" East, a distance of 26.10 feet to a point; thence leaving said centerline of branch, North 37°07'43" East, a distance of 451.39 feet to a 1/2" rebar on the southwestern Right-of-Way of Georgia Highway 60 (80' R/W); thence along said Right-of-Way South 37°38'30" East, a distance of 779.31 feet to a 1/2" rebar; thence South 37°33'30" East, a distance of 262.77 feet to a 3/4" open top pipe; thence leaving said Right-of-Way and along the property now or formerly of John Warren Walker & Sandra Glover Walker, South 52°29'40" West, a distance of 260.45 feet to a 5/8" rebar & 1-1/4" open top pipe; thence South 52°21'57" West, a distance of 165.97 feet to a 1/2" rebar; thence South 37°32'55" East, a distance of 262.22 feet to a 1/2" rebar; thence along the property now or formerly of Daina M. Hallen & Michael A. Hallen, South 52°26'57" West, a distance of 233.43 feet to a 5/8" rebar; thence along the property now or formerly of Peggy Joyce Lilly, North 75°54'18" West, a distance of 585.85 feet to a rock; thence South 55°25'57" West, a distance of 543.57 feet to a 24" forked sweet gum; thence South 48°31'49" West, a distance of 21.47 feet to a point in the centerline of a branch; thence along the centerline of said branch the following courses and distances: South 73°33'35" West, a distance of 30.32 feet to a point; thence South 62°03'11" West, a distance of 61.66 feet to a point; thence South 61°12'13" West, a distance of 26.05 feet to a point; thence South 27°13'22" West, a distance of 33.66 feet to a point; thence South 02°39'15" West, a distance of 26.59 feet to a point; thence South 70°45'59" East, a distance of 25.68 feet to a point; thence South 56°06'00" East, a distance of 27.64 feet to a point; thence South 30°13'09" West, a distance of 25.34 feet to a point; thence South 06°48'06" East, a distance of 20.35 feet to a point; thence South 55°25'55" East, a distance of 40.80 feet to a point; thence South 11°13'21" East, a distance of 16.42 feet to a point; thence South 60°20'40" East, a distance of 45.26 feet to a point; thence South 62°58'51" East, a distance of 82.34 feet to a point; thence South 60°11'15" West, a distance of 47.80 feet to

a point; thence South 52°55'51" East, a distance of 46.11 feet to a point; thence South 39°56'37" East, a distance of 49.83 feet to a point; thence South 60°51'14" East, a distance of 70.35 feet to a point; thence South 14°05'31" East, a distance of 109.44 feet to a point on the northern Right-of-Way of said Guy Cooper Road; thence leaving centerline of said branch and along said Right-of-Way the following courses and distances: South 49°56'12" West, a distance of 32.56 feet to a point; thence 135.71 feet along an arc of a curve to the left, having a radius of 240.00 feet and a chord bearing and distance of South 33°44'14" West, 133.91 feet to a point; thence South 17°32'15" West, a distance of 273.60 feet to a point; thence 184.56 feet along an arc of a curve to the right, having a radius of 324.76 feet and a chord bearing and distance of South 33°49'04" West, 182.08 feet to a point; thence South 50°06'13" West, a distance of 136.32 feet to a point; thence South 47°31'14" West, a distance of 57.55 feet to a point; thence South 43°22'32" West, a distance of 24.37 feet to a point; thence South 78°13'44" West, a distance of 83.16 feet to a point; thence South 78°18'56" West, a distance of 199.82 feet to a point; thence South 82°58'12" West, a distance of 90.41 feet to a point; thence 50.06 feet along an arc of a curve to the right, having a radius of 110.00 feet and a chord bearing and distance of North 83°59'35" West, 49.63 feet to a point; thence North 18°59'19" West, a distance of 27.41 feet to a point; thence North 63°48'25" West, a distance of 50.00 feet to a point; thence South 83°18'17" West, a distance of 18.05 feet to a point; thence 173.01 feet along an arc of a curve to the right, having a radius of 300.00 feet and a chord bearing and distance of South 44°35'12" West, 170.62 feet to a point; thence South 61°06'28" West, a distance of 226.18 feet to a point; thence 398.20 feet along an arc of a curve to the right, having a radius of 740.00 feet and a chord bearing and distance of South 76°31'24" West, 393.41 feet to a point; thence North 88°03'40" West, a distance of 112.81 feet to a point; thence 294.23 feet along an arc of curve to the right, having a radius 1710.00 feet and a chord bearing and distance of North 83°07'54" West, 293.87 feet to a point; thence North 78°12'09" West, a distance of 517.80 feet to a point; thence 561.36 feet along an arc of a curve to the right, having a radius of 3710.00 feet and a chord bearing and distance of North 73°52'04" West, 560.82 feet to a point; thence North 69°31'59" West, a distance of 585.95 feet to the ***True Point of Beginning***.

Said tract contains 150.334 Acres.

Exhibit "B"

LEGAL DESCRIPTION – Walnut Creek**TRACT 1**

All that tract or parcel of land lying partially in GMD 1385, Hall County, Georgia and partially in GMD 1765, Jackson County, Georgia and being more particularly described as follows:

Beginning at a 1/2" rebar found at the intersection of the northern right-of-way of Guy Cooper Road and the eastern right-of-way of Cooper Bridge Road;

THENCE along the eastern right-of-way of Cooper Bridge Road the following courses and distances: North 10 degrees 08 minutes 03 seconds East for a distance of 296.98 feet to a concrete right-of-way monument found; THENCE North 11 degrees 44 minutes 21 seconds East for a distance of 112.30 feet to a concrete right-of-way monument found; THENCE North 75 degrees 35 minutes 45 seconds West for a distance of 10.06 feet to a concrete right-of-way monument found; THENCE North 14 degrees 18 minutes 00 seconds East for a distance of 157.30 feet to a point; THENCE along a curve to the left having a radius of 630.00 feet and an arc length of 216.99 feet, being subtended by a chord of North 04 degrees 25 minutes 58 seconds East for a distance of 215.92 feet to a point; THENCE North 05 degrees 26 minutes 04 seconds West for a distance of 112.81 feet to a 1/2" rebar found; THENCE leaving said right-of-way North 13 degrees 28 minutes 28 seconds East for a distance of 577.39 feet to a 1/2" rebar found; THENCE North 84 degrees 20 minutes 37 seconds East for a distance of 606.16 feet to a 1/2" rebar found; THENCE North 06 degrees 09 minutes 57 seconds East for a distance of 1386.20 feet to a 1/2" rebar found; THENCE South 81 degrees 24 minutes 55 seconds East for a distance of 1366.74 feet to a rock found; THENCE South 82 degrees 09 minutes 29 seconds East for a distance of 1104.32 feet to a 1/2" rebar found; THENCE South 09 degrees 23 minutes 14 seconds East for a distance of 243.26 feet to a 1/2" rebar found; THENCE South 78 degrees 53 minutes 38 seconds East for a distance of 205.85 feet to a 1/2" rebar found on the northern right-of-way of a proposed road; THENCE along said right-of-way the following courses and distances: THENCE along a curve to the right having a radius of 50.00 feet and an arc length of 150.14 feet, being subtended by a chord of South 82 degrees 52 minutes 04 seconds East for a distance of 99.76 feet to a point; THENCE along a curve to the left having a radius of 30.00 feet and an arc length of 24.38 feet, being subtended by a chord of South 20 degrees 07 minutes 30 seconds East for a distance of 23.72 feet to a point; THENCE South 43 degrees 24 minutes 32 seconds East for a distance of 30.62 feet to a point; THENCE along a curve to the right having a radius of 175.00 feet and an arc length of 40.99 feet, being subtended by a chord of South 36 degrees 41 minutes 57 seconds East for a distance of 40.89 feet to a 1/2" rebar found; THENCE leaving said right-of-way North 60 degrees 00 minutes 38 seconds East for a distance of 65.19 feet to a 1/2" rebar found; THENCE South 04 degrees 02 minutes 41 seconds West for a distance of 1110.71 feet to an axle found; THENCE South 81 degrees 37 minutes 03 seconds East for a distance of 833.43 feet to a dead 12" post oak; THENCE South 66 degrees 35 minutes 25 seconds East for a distance of 290.64 feet to a 1/2" rebar found; THENCE through a 3/4" crimped top pipe found 6.41 feet back North 36 degrees 51 minutes 59 seconds East for a distance of 232.84 feet to a point in the centerline of branch #1A; THENCE along said branch the following courses and distances: South 38 degrees 42 minutes 06 seconds East for a distance of 34.58 feet to a point; THENCE South 66 degrees 32 minutes 52 seconds East for a distance of 69.78 feet to a point; THENCE South 52 degrees 00 minutes 08 seconds East for a distance of 131.60 feet to a point; THENCE South 75 degrees 18 minutes 14 seconds East for a distance of 69.79 feet to a point; THENCE South 55 degrees 18 minutes 39 seconds East for a distance of 45.71 feet to a point; THENCE South 78 degrees 38 minutes 18 seconds East for a distance of 94.60 feet to a point; THENCE leaving said branch South 08 degrees 37 minutes 22 seconds East for a distance of 10.22 feet to a 10" persimmon tree; THENCE South 78 degrees

22 minutes 32 seconds East for a distance of 117.37 feet to a 1/2" rebar found; THENCE North 28 degrees 22 minutes 32 seconds East for a distance of 261.94 feet to a 1/2" rebar found; THENCE North 63 degrees 53 minutes 56 seconds East for a distance of 220.73 feet to a 1/2" rebar found; THENCE through a 1/2" rebar found 22.09 feet back South 75 degrees 39 minutes 38 seconds East for a distance of 150.27 feet to a point in the centerline of branch #2A; THENCE along said branch the following courses and distances: North 01 degrees 29 minutes 24 seconds East for a distance of 68.08 feet to a point; THENCE North 15 degrees 48 minutes 41 seconds West for a distance of 15.86 feet to a point; THENCE North 29 degrees 58 minutes 28 seconds East for a distance of 61.95 feet to a point; THENCE North 22 degrees 41 minutes 45 seconds West for a distance of 32.28 feet to a point; THENCE North 13 degrees 53 minutes 44 seconds East for a distance of 64.66 feet to a point; THENCE North 05 degrees 45 minutes 09 seconds East for a distance of 32.04 feet to a point; THENCE North 44 degrees 24 minutes 57 seconds East for a distance of 33.35 feet to a point; THENCE North 68 degrees 46 minutes 24 seconds East for a distance of 44.28 feet to a point; THENCE North 13 degrees 06 minutes 20 seconds East for a distance of 66.52 feet to a point; THENCE North 36 degrees 49 minutes 21 seconds East for a distance of 99.67 feet to a point; THENCE North 26 degrees 33 minutes 04 seconds West for a distance of 50.46 feet to a point; THENCE North 14 degrees 35 minutes 25 seconds East for a distance of 50.46 feet to a point; THENCE South 85 degrees 36 minutes 16 seconds East for a distance of 46.28 feet to a point; THENCE North 32 degrees 21 minutes 09 seconds East for a distance of 44.26 feet to a point; THENCE North 57 degrees 21 minutes 33 seconds East for a distance of 66.34 feet to a point; THENCE North 38 degrees 01 minutes 14 seconds East for a distance of 42.04 feet to a point; THENCE North 14 degrees 23 minutes 44 seconds East for a distance of 56.06 feet to a point; THENCE North 85 degrees 13 minutes 30 seconds East for a distance of 29.53 feet to a point; THENCE North 06 degrees 58 minutes 10 seconds East for a distance of 42.84 feet to a point; THENCE North 15 degrees 14 minutes 40 seconds East for a distance of 34.10 feet to a point; THENCE North 60 degrees 16 minutes 57 seconds East for a distance of 10.22 feet to a point; THENCE North 14 degrees 25 minutes 35 seconds West for a distance of 30.91 feet to a point; THENCE North 34 degrees 22 minutes 37 seconds East for a distance of 56.34 feet to a point; THENCE North 12 degrees 45 minutes 59 seconds West for a distance of 18.16 feet to a point; THENCE North 07 degrees 08 minutes 26 seconds East for a distance of 41.58 feet to a point; THENCE North 34 degrees 12 minutes 47 seconds East for a distance of 26.10 feet to a point; THENCE leaving said branch and through a 1/2" rebar found 3.94 feet back North 37 degrees 07 minutes 43 seconds East for a distance of 451.39 feet to a 1/2" rebar found on the southwestern right-of-way of Georgia Highway 60 (80' R/W); THENCE along said right-of-way the following courses and distances: South 37 degrees 38 minutes 30 seconds East for a distance of 779.31 feet to a 1/2" rebar found; THENCE South 37 degrees 33 minutes 30 seconds East for a distance of 262.77 feet to an axle found; THENCE leaving said right-of-way South 52 degrees 29 minutes 40 seconds West for a distance of 260.45 feet to a 5/8" rebar & 1 1/4" open top pipe found; THENCE South 52 degrees 21 minutes 57 seconds West for a distance of 165.97 feet to a 1/2" rebar found; THENCE South 37 degrees 32 minutes 55 seconds East for a distance of 262.22 feet to a 1/2" rebar found; THENCE South 52 degrees 26 minutes 57 seconds West for a distance of 233.43 feet to a 5/8" rebar found; THENCE North 75 degrees 54 minutes 18 seconds West for a distance of 585.85 feet to a rock found; THENCE South 55 degrees 25 minutes 57 seconds West for a distance of 543.57 feet to a 24" forked sweet gum on branch #1B; THENCE along said branch the following courses and distances: South 48 degrees 31 minutes 49 seconds West for a distance of 21.47 feet to a point; THENCE South 73 degrees 33 minutes 35 seconds West for a distance of 30.32 feet to a point; THENCE South 62 degrees 03 minutes 11 seconds West for a distance of 61.66 feet to a point; THENCE South 61 degrees 12 minutes 13 seconds West for a distance of 26.05 feet to a point; THENCE South 27 degrees 13 minutes 22 seconds West for a distance of 33.66 feet to a point; THENCE South 02 degrees 39 minutes 15 seconds West for a distance of 26.59 feet to a point; THENCE South 70 degrees 45 minutes 59 seconds East for a distance of 25.68 feet to a point; THENCE South 56 degrees 06 minutes 00 seconds East for a distance of 27.64 feet to a point; THENCE South 30 degrees 13 minutes 09 seconds West for a distance of 25.34 feet to a point; THENCE South 06 degrees 48 minutes 06 seconds East for a distance of 20.35 feet to a point; THENCE South 55 degrees 25 minutes 55 seconds East for a distance of 40.80 feet to a point; THENCE

South 11 degrees 13 minutes 21 seconds East for a distance of 16.42 feet to a point; THENCE South 60 degrees 20 minutes 40 seconds East for a distance of 45.26 feet to a point; THENCE South 62 degrees 58 minutes 51 seconds East for a distance of 82.34 feet to a point; THENCE South 60 degrees 11 minutes 15 seconds West for a distance of 47.80 feet to a point; THENCE South 52 degrees 55 minutes 51 seconds East for a distance of 46.11 feet to a point; THENCE South 39 degrees 56 minutes 37 seconds East for a distance of 49.83 feet to a point; THENCE South 60 degrees 51 minutes 14 seconds East for a distance of 70.35 feet to a point; THENCE South 14 degrees 05 minutes 31 seconds East for a distance of 109.44 feet to a point on the northern right-of-way of Guy Cooper Road (80' R/W); THENCE along said right-of-way the following courses and distances: South 49 degrees 56 minutes 12 seconds West for a distance of 32.56 feet to a point; THENCE along a curve to the left having a radius of 240.00 feet and an arc length of 135.71 feet, being subtended by a chord of South 33 degrees 44 minutes 14 seconds West for a distance of 133.91 feet to a point; THENCE South 17 degrees 32 minutes 15 seconds West for a distance of 273.60 feet to a point; THENCE along a curve to the right having a radius of 324.76 feet and an arc length of 184.56 feet, being subtended by a chord of South 33 degrees 49 minutes 04 seconds West for a distance of 182.08 feet to a point; THENCE South 50 degrees 06 minutes 13 seconds West for a distance of 136.32 feet to a point; THENCE South 47 degrees 31 minutes 14 seconds West for a distance of 57.55 feet to a point; THENCE South 43 degrees 22 minutes 32 seconds West for a distance of 24.37 feet to a point; THENCE South 78 degrees 13 minutes 44 seconds West for a distance of 83.16 feet to a point; THENCE South 78 degrees 18 minutes 56 seconds West for a distance of 199.82 feet to a point; THENCE South 82 degrees 58 minutes 12 seconds West for a distance of 90.41 feet to a point; THENCE along a curve to the right having a radius of 110.00 feet and an arc length of 50.06 feet, being subtended by a chord of North 83 degrees 59 minutes 35 seconds West for a distance of 49.63 feet to a point; THENCE North 18 degrees 59 minutes 19 seconds West for a distance of 27.41 feet to a point; THENCE North 63 degrees 48 minutes 25 seconds West for a distance of 50.00 feet to a point; THENCE South 83 degrees 18 minutes 17 seconds West for a distance of 18.05 feet to a point; THENCE along a curve to the right having a radius of 300.00 feet and an arc length of 173.01 feet, being subtended by a chord of South 44 degrees 35 minutes 12 seconds West for a distance of 170.62 feet to a point; THENCE South 61 degrees 06 minutes 28 seconds West for a distance of 226.18 feet to a point; THENCE along a curve to the right having a radius of 740.00 feet and an arc length of 398.20 feet, being subtended by a chord of South 76 degrees 31 minutes 24 seconds West for a distance of 393.41 feet to a point; THENCE North 88 degrees 03 minutes 40 seconds West for a distance of 112.81 feet to a point; THENCE along a curve to the right having a radius of 1710.00 feet and an arc length of 294.23 feet, being subtended by a chord of North 83 degrees 07 minutes 54 seconds West for a distance of 293.87 feet to a point; THENCE North 78 degrees 12 minutes 09 seconds West for a distance of 517.80 feet to a point; THENCE along a curve to the right having a radius of 3710.00 feet and an arc length of 561.36 feet, being subtended by a chord of North 73 degrees 52 minutes 04 seconds West for a distance of 560.82 feet to a point; THENCE North 69 degrees 31 minutes 59 seconds West for a distance of 1017.57 feet to a point; THENCE along a curve to the left having a radius of 820.00 feet and an arc length of 666.64 feet, being subtended by a chord of South 87 degrees 10 minutes 37 seconds West for a distance of 648.43 feet to a point; THENCE South 63 degrees 53 minutes 13 seconds West for a distance of 118.39 feet to a point; THENCE along a curve to the left having a radius of 790.00 feet and an arc length of 208.84 feet, being subtended by a chord of South 56 degrees 18 minutes 49 seconds West for a distance of 208.23 feet to a point; THENCE South 48 degrees 44 minutes 25 seconds West for a distance of 20.41 feet to a point; THENCE along a curve to the right having a radius of 290.00 feet and an arc length of 287.24 feet, being subtended by a chord of South 77 degrees 06 minutes 54 seconds West for a distance of 275.64 feet to a point; THENCE North 74 degrees 30 minutes 36 seconds West for a distance of 17.60 feet to a point; THENCE along a curve to the right having a radius of 1960.00 feet and an arc length of 263.51 feet, being subtended by a chord of North 70 degrees 39 minutes 31 seconds West for a distance of 263.31 feet to a point; THENCE North 66 degrees 48 minutes 25 seconds West for a distance of 345.26 feet to a point; THENCE along a curve to the right having a radius of 2760.00 feet and an arc length of 196.21 feet, being subtended by a chord of

North 64 degrees 46 minutes 14 seconds West for a distance of 196.17 feet to a point; THENCE North 62 degrees 44 minutes 03 seconds West for a distance of 137.06 feet to the Point of Beginning.

Said property contains 332.360 acres.

Together with:

Tract 2

All that tract or parcel of land lying partially in GMD 1385, Hall County, Georgia and partially in GMD 1765, Jackson County, Georgia and being more particularly described as follows:

Beginning at a 1/2" rebar found at the intersection of the southern right-of-way of Guy Cooper Road and the eastern right-of-way of Cooper Bridge Road;

THENCE along the southern right-of-way of Guy Cooper Road the following courses and distances: South 62 degrees 44 minutes 03 seconds East for a distance of 112.45 feet to a point; THENCE along a curve to the left having a radius of 2840.00 feet and an arc length of 201.89 feet, being subtended by a chord of South 64 degrees 46 minutes 14 seconds East for a distance of 201.85 feet to a point; THENCE South 66 degrees 48 minutes 25 seconds East for a distance of 345.26 feet to a point; THENCE along a curve to the left having a radius of 2040.00 feet and an arc length of 274.27 feet, being subtended by a chord of South 70 degrees 39 minutes 31 seconds East for a distance of 274.06 feet to a point; THENCE South 74 degrees 30 minutes 36 seconds East for a distance of 17.60 feet to a point; THENCE along a curve to the left having a radius of 370.00 feet and an arc length of 366.47 feet, being subtended by a chord of North 77 degrees 06 minutes 54 seconds East for a distance of 351.68 feet to a point; THENCE North 48 degrees 44 minutes 25 seconds East for a distance of 20.41 feet to a point; THENCE along a curve to the right having a radius of 710.00 feet and an arc length of 187.69 feet, being subtended by a chord of North 56 degrees 18 minutes 49 seconds East for a distance of 187.15 feet to a point; THENCE North 63 degrees 53 minutes 13 seconds East for a distance of 118.39 feet to a point; THENCE along a curve to the right having a radius of 740.00 feet and an arc length of 601.60 feet, being subtended by a chord of North 87 degrees 10 minutes 37 seconds East for a distance of 585.17 feet to a point; THENCE South 69 degrees 31 minutes 59 seconds East for a distance of 1017.57 feet to a point; THENCE along a curve to the left having a radius of 3790.00 feet and an arc length of 573.46 feet, being subtended by a chord of South 73 degrees 52 minutes 04 seconds East for a distance of 572.92 feet to a point; THENCE South 78 degrees 12 minutes 09 seconds East for a distance of 517.80 feet to a point; THENCE along a curve to the left having a radius of 1790.00 feet and an arc length of 307.99 feet, being subtended by a chord of South 83 degrees 07 minutes 54 seconds East for a distance of 307.61 feet to a point; THENCE South 88 degrees 03 minutes 40 seconds East for a distance of 112.81 feet to a point; THENCE along a curve to the left having a radius of 820.00 feet and an arc length of 441.25 feet, being subtended by a chord of North 76 degrees 31 minutes 24 seconds East for a distance of 435.94 feet to a point; THENCE North 61 degrees 06 minutes 28 seconds East for a distance of 226.18 feet to a point; THENCE along a curve to the left having a radius of 380.00 feet and an arc length of 110.24 feet, being subtended by a chord of North 52 degrees 47 minutes 49 seconds East for a distance of 109.85 feet to a point; THENCE North 78 degrees 42 minutes 26 seconds East for a distance of 32.47 feet to a point; THENCE along a curve to the left having a radius of 190.00 feet and an arc length of 94.34 feet, being subtended by a chord of South 82 degrees 48 minutes 19 seconds East for a distance of 93.38 feet to a point; THENCE North 82 degrees 58 minutes 12 seconds East for a distance of 93.66 feet to a point; THENCE North 78 degrees 18 minutes 56 seconds East for a distance of 203.13 feet to a point; THENCE North 78 degrees 13 minutes 44 seconds East for a distance of 108.33 feet to a point; THENCE North 43 degrees 22 minutes 32 seconds East for a distance of 46.59 feet to a point; THENCE North 47 degrees 31 minutes 14 seconds East for a distance of 52.85 feet to a point; THENCE North 50 degrees 06 minutes 13 seconds East for a distance of 134.52 feet to a point; THENCE along a curve to the left having a radius of 404.76

feet and an arc length of 230.02 feet, being subtended by a chord of North 33 degrees 49 minutes 04 seconds East for a distance of 226.94 feet to a point; THENCE North 17 degrees 32 minutes 15 seconds East for a distance of 273.60 feet to a point; THENCE along a curve to the right having a radius of 160.00 feet and an arc length of 74.97 feet, being subtended by a chord of North 30 degrees 57 minutes 39 seconds East for a distance of 74.29 feet to a point in the centerline of branch #1C; THENCE along said branch the following courses and distances: South 10 degrees 51 minutes 20 seconds East for a distance of 60.90 feet to a point; THENCE South 05 degrees 02 minutes 03 seconds East for a distance of 107.71 feet to a point; THENCE South 02 degrees 51 minutes 33 seconds West for a distance of 143.11 feet to a point; THENCE South 29 degrees 22 minutes 34 seconds East for a distance of 36.18 feet to a point; THENCE South 48 degrees 16 minutes 39 seconds West for a distance of 76.38 feet to a point; THENCE South 26 degrees 56 minutes 45 seconds East for a distance of 84.34 feet to a point; THENCE South 46 degrees 21 minutes 30 seconds East for a distance of 31.65 feet to a point; THENCE North 84 degrees 50 minutes 12 seconds East for a distance of 18.71 feet to a point; THENCE South 33 degrees 01 minutes 51 seconds West for a distance of 45.33 feet to a point; THENCE South 57 degrees 45 minutes 42 seconds East for a distance of 14.71 feet to a point; THENCE South 34 degrees 59 minutes 23 seconds East for a distance of 6.84 feet to a point; THENCE leaving said branch and through a 1/2" rebar found 17.78 feet back South 74 degrees 22 minutes 41 seconds West for a distance of 899.68 feet to a 1/4" rebar found; THENCE South 60 degrees 34 minutes 21 seconds West for a distance of 662.75 feet to a 1/4" solid rod found; THENCE South 15 degrees 08 minutes 59 seconds West for a distance of 296.43 feet to a 1/2" rebar found; THENCE South 15 degrees 14 minutes 21 seconds West for a distance of 561.88 feet to a 1/2" rebar found; THENCE South 15 degrees 13 minutes 35 seconds West for a distance of 517.73 feet to a 1/2" rebar found; THENCE through a 1/2" rebar found 50.93 feet back South 15 degrees 13 minutes 33 seconds West for a distance of 688.47 feet to a point in the centerline of Walnut Fork of the Oconee River; THENCE along said river the following courses and distances: North 49 degrees 47 minutes 26 seconds West for a distance of 201.70 feet to a point; THENCE North 17 degrees 58 minutes 50 seconds West for a distance of 222.75 feet to a point; THENCE North 24 degrees 01 minutes 22 seconds West for a distance of 214.18 feet to a point; THENCE North 61 degrees 25 minutes 48 seconds West for a distance of 63.54 feet to a point; THENCE North 80 degrees 53 minutes 22 seconds West for a distance of 59.36 feet to a point; THENCE South 64 degrees 10 minutes 34 seconds West for a distance of 52.80 feet to a point; THENCE South 26 degrees 05 minutes 53 seconds West for a distance of 102.47 feet to a point; THENCE South 15 degrees 08 minutes 29 seconds West for a distance of 159.61 feet to a point; THENCE South 15 degrees 57 minutes 23 seconds West for a distance of 89.07 feet to a point; THENCE North 73 degrees 26 minutes 07 seconds West for a distance of 242.09 feet to a point; THENCE North 54 degrees 12 minutes 12 seconds West for a distance of 102.11 feet to a point; THENCE North 07 degrees 30 minutes 20 seconds West for a distance of 119.12 feet to a point; THENCE North 35 degrees 15 minutes 54 seconds East for a distance of 75.31 feet to a point; THENCE North 40 degrees 04 minutes 01 seconds West for a distance of 77.34 feet to a point; THENCE South 84 degrees 50 minutes 22 seconds West for a distance of 65.61 feet to a point; THENCE South 69 degrees 58 minutes 03 seconds West for a distance of 83.96 feet to a point; THENCE North 86 degrees 56 minutes 18 seconds West for a distance of 60.36 feet to a point; THENCE North 23 degrees 37 minutes 58 seconds West for a distance of 79.91 feet to a point; THENCE North 15 degrees 47 minutes 33 seconds East for a distance of 136.90 feet to a point; THENCE North 02 degrees 18 minutes 37 seconds East for a distance of 70.49 feet to a point; THENCE North 36 degrees 26 minutes 09 seconds West for a distance of 47.52 feet to a point; THENCE North 83 degrees 56 minutes 17 seconds West for a distance of 50.42 feet to a point; THENCE South 81 degrees 29 minutes 44 seconds West for a distance of 72.54 feet to a point; THENCE North 77 degrees 54 minutes 42 seconds West for a distance of 93.58 feet to a point; THENCE North 62 degrees 27 minutes 01 seconds West for a distance of 93.25 feet to a point; THENCE North 45 degrees 16 minutes 17 seconds West for a distance of 59.54 feet to a point; THENCE North 72 degrees 33 minutes 17 seconds West for a distance of 86.64 feet to a point; THENCE South 82 degrees 48 minutes 49 seconds West for a distance of 99.24 feet to a point; THENCE North 84 degrees 16 minutes 01 seconds West for a distance of 83.46 feet to a point; THENCE North 56 degrees 41 minutes 35 seconds West for a distance of 118.17

feet to a point; THENCE North 85 degrees 19 minutes 51 seconds West for a distance of 102.79 feet to a point; THENCE North 67 degrees 06 minutes 41 seconds West for a distance of 114.78 feet to a point; THENCE South 83 degrees 00 minutes 08 seconds West for a distance of 36.71 feet to a point; THENCE South 57 degrees 39 minutes 14 seconds West for a distance of 47.13 feet to a point; THENCE South 10 degrees 49 minutes 33 seconds West for a distance of 99.70 feet to a point; THENCE South 44 degrees 24 minutes 06 seconds West for a distance of 56.33 feet to a point; THENCE North 77 degrees 32 minutes 47 seconds West for a distance of 114.78 feet to a point; THENCE North 69 degrees 17 minutes 52 seconds West for a distance of 122.98 feet to a point; THENCE South 73 degrees 50 minutes 56 seconds West for a distance of 108.24 feet to a point; THENCE South 89 degrees 36 minutes 42 seconds West for a distance of 109.59 feet to a point; THENCE South 85 degrees 54 minutes 19 seconds West for a distance of 67.34 feet to a point; THENCE North 66 degrees 28 minutes 02 seconds West for a distance of 104.13 feet to a point; THENCE North 70 degrees 59 minutes 34 seconds West for a distance of 85.13 feet to a point; THENCE South 75 degrees 31 minutes 05 seconds West for a distance of 78.63 feet to a point; THENCE South 01 degrees 41 minutes 35 seconds West for a distance of 71.36 feet to a point; THENCE South 60 degrees 08 minutes 24 seconds West for a distance of 82.33 feet to a point; THENCE North 37 degrees 17 minutes 19 seconds West for a distance of 94.22 feet to a point; THENCE North 71 degrees 49 minutes 58 seconds West for a distance of 82.40 feet to a point; THENCE South 69 degrees 06 minutes 39 seconds West for a distance of 121.61 feet to a point; THENCE South 85 degrees 46 minutes 07 seconds West for a distance of 134.25 feet to a point; THENCE North 77 degrees 26 minutes 51 seconds West for a distance of 56.67 feet to a point; THENCE North 43 degrees 22 minutes 12 seconds West for a distance of 65.31 feet to a point; THENCE North 07 degrees 44 minutes 14 seconds West for a distance of 37.56 feet to a point; THENCE North 73 degrees 57 minutes 32 seconds East for a distance of 94.17 feet to a point; THENCE North 66 degrees 13 minutes 39 seconds East for a distance of 74.80 feet to a point; THENCE North 17 degrees 53 minutes 47 seconds East for a distance of 61.95 feet to a point; THENCE North 23 degrees 12 minutes 59 seconds West for a distance of 62.94 feet to a point; THENCE North 29 degrees 14 minutes 49 seconds West for a distance of 107.42 feet to a point; THENCE North 10 degrees 34 minutes 08 seconds West for a distance of 119.84 feet to a point; THENCE North 12 degrees 06 minutes 21 seconds West for a distance of 154.13 feet to a point; THENCE North 04 degrees 15 minutes 09 seconds East for a distance of 169.60 feet to a point; THENCE North 41 degrees 59 minutes 32 seconds East for a distance of 112.04 feet to a point; THENCE North 16 degrees 40 minutes 30 seconds West for a distance of 52.10 feet to a point; THENCE North 59 degrees 40 minutes 42 seconds West for a distance of 42.52 feet to a point; THENCE South 65 degrees 54 minutes 56 seconds West for a distance of 32.75 feet to a point; THENCE South 30 degrees 55 minutes 58 seconds West for a distance of 58.14 feet to a point; THENCE South 55 degrees 35 minutes 49 seconds West for a distance of 59.95 feet to a point; THENCE North 73 degrees 39 minutes 29 seconds West for a distance of 60.87 feet to a point; THENCE North 58 degrees 05 minutes 36 seconds West for a distance of 141.34 feet to a point; THENCE North 12 degrees 36 minutes 06 seconds East for a distance of 74.56 feet to a point; THENCE North 26 degrees 35 minutes 17 seconds East for a distance of 61.39 feet to a point; THENCE North 10 degrees 31 minutes 47 seconds West for a distance of 48.92 feet to a point; THENCE North 39 degrees 00 minutes 25 seconds West for a distance of 51.25 feet to a point; THENCE North 71 degrees 51 minutes 55 seconds West for a distance of 39.31 feet to a point; THENCE South 49 degrees 50 minutes 37 seconds West for a distance of 38.06 feet to a point; THENCE South 37 degrees 06 minutes 44 seconds West for a distance of 79.27 feet to a point; THENCE North 74 degrees 13 minutes 54 seconds West for a distance of 48.53 feet to a point; THENCE North 26 degrees 31 minutes 03 seconds West for a distance of 59.76 feet to a point; THENCE North 52 degrees 00 minutes 11 seconds West for a distance of 62.37 feet to a point; THENCE North 69 degrees 20 minutes 44 seconds West for a distance of 40.91 feet to a point; THENCE North 87 degrees 48 minutes 45 seconds West for a distance of 79.74 feet to a point; THENCE South 57 degrees 38 minutes 32 seconds West for a distance of 93.17 feet to a point; THENCE South 83 degrees 59 minutes 43 seconds West for a distance of 54.88 feet to a point; THENCE North 57 degrees 34 minutes 50 seconds West for a distance of 79.56 feet to a point; THENCE North 49 degrees 00 minutes 45 seconds West for a distance of 126.25 feet to a point on the eastern right-of-way of Cooper

Bridge Road (R/W Varies); THENCE along said right-of-way and along a curve to the left having a radius of 1949.86 feet and an arc length of 367.20 feet, being subtended by a chord of North 15 degrees 32 minutes 11 seconds East for a distance of 366.66 feet to a point; THENCE North 10 degrees 08 minutes 24 seconds East for a distance of 243.94 feet to the Point of Beginning;

Said property contains 162.731 acres.

Less and Except:

**Exhibit "B"-
Continued**

All that tract or parcel of land lying and being in G.M.D. 1765, Jackson County, Georgia and being more particularly described as follows:

Beginning at 1/2" rebar the intersection of the northern Right-of-Way of Guy Cooper Road (80' R/W) and the eastern Right-of-Way of Cooper Bridge Road (R/W varies); thence continuing along the Right-of-Way of said Guy Cooper Road South 62°44'03" East, a distance of 137.06 feet to a point; thence 196.21 feet along an arc of a curve to the left having a radius of 2760.00 feet and a chord bearing and distance of South 64°46'14" East, 196.17 feet to a point; thence South 66°48'25" East, a distance of 345.26 feet to a point; thence 263.51 feet along an arc of a curve to the left, having a radius of 1960.00 feet and a chord bearing and distance of South 70°39'31" East, 263.31 feet to a point; thence South 74°30'36" East, a distance of 17.60 feet to a point; thence 287.24 feet along an arc of a curve to the left, having a radius of 290.00 feet and a chord bearing and distance of North 77°06'54" East, 275.64 feet to a point; thence North 48°44'25" East, a distance of 20.41 feet to a point; thence 208.84 feet along an arc of a curve to the right, having a radius of 790.00 feet and a chord bearing and distance of North 56°18'49" East, 208.23 feet to a point; thence North 63°53'13" East, a distance of 118.39 feet to a point; thence 666.64 feet along an arc of a curve to the right, having a radius of 820.00 feet and a chord bearing and distance of North 87°10'37" East, 648.43 feet to a point; thence South 69°31'59" East, a distance of 431.62 feet to the True Point of Beginning; thence leaving said Right-of-Way and into the property now or formerly of Walton Georgia, LLC, North 19°27'37" East, a distance of 692.64 feet to a point; thence North 52°38'07" East, a distance of 360.35 feet to a point; thence North 41°48'11" East, a distance of 223.23 feet to a point; thence North 52°53'54" East, a distance of 165.20 feet to a point; thence North 06°29'38" East, a distance of 105.13 feet to a point; thence North 03°39'53" West, a distance of 207.03 feet to a point; thence North 27°48'34" East, a distance of 228.30 feet to a point; thence North 06°38'56" West, a distance of 178.27 feet to a point; thence North 30°13'34" East, a distance of 337.97 feet to a point; thence North 13°00'16" West, a distance of 224.17 feet to a point; thence North 05°00'11" West, a distance of 202.70 feet to a 1/2" rebar; thence along the property now or formerly of Angela W. Salter South 78°53'38" East, a distance of 205.85 feet to a 1/2" rebar; thence 150.14 feet along an arc of a curve to the right, having a radius of 50.00 feet and a chord bearing and distance of South 82°52'04" East, 99.76 feet to a point; thence 24.38 feet along an arc of a curve to the left, having a radius of 30.00 feet and a chord bearing and distance of South 20°07'30" East, 23.72 feet to a point; thence South 43°24'32" East, a distance of 30.62 feet to a point; thence 40.99 feet along an arc of a curve to the right, having a radius of 175.00 feet and a chord bearing and distance of South 36°41'57" East, 40.89 feet to a 1/2" rebar; thence North 60°00'38" East, a distance of 65.19 feet to a 1/2" rebar; thence South 04°02'41" West, a distance of 1110.71 feet to an axle; thence South 81°37'03" East, a distance of 833.43 feet to a 12" post oak (dead); thence South 66°35'25" East, a distance of 290.64 feet to a 1/2" rebar; thence North 36°51'59" East, a distance of 232.84 feet to a point in the centerline of a branch; thence along said centerline of branch the following courses and distances: South 38°42'06" East, a distance of 34.58 feet to a point; thence South 66°32'52" East, a distance of 69.78 feet to a point; thence South 52°00'08" East, a distance of 131.60 feet to a point; thence South 75°18'14" East, a distance of 69.79 feet to a point; thence South 55°18'39" East, a distance of 45.71 feet to a point; thence South 78°38'18" East, a distance of 94.60 feet to a point; thence leaving said branch, South 08°37'22" East, a distance of 10.22 feet to a 10" persimmon;

thence South 78°22'32" East, a distance of 117.37 feet to a 1/2" rebar; thence North 28°22'32" East, a distance of 261.94 feet to a 1/2" rebar; thence North 63°53'56" East, a distance of 220.73 feet to a 1/2" rebar; thence South 75°39'38" East, a distance of 150.27 feet to a point in the centerline of a branch; thence along said centerline of branch the following courses and distances: North 01°29'24" East, a distance of 68.08 feet to a point; thence North 15°48'41" West, a distance of 15.86 feet to a point; thence North 29°58'28" East, a distance of 61.95 feet to a point; thence North 22°41'45" West, a distance of 32.28 feet to a point; thence North 13°53'44" East, a distance of 64.66 feet to a point; thence North 05°45'09" East, a distance of 32.04 feet to a point; thence North 44°24'57" East, a distance of 33.35 feet to a point; thence North 68°46'24" East, a distance of 44.28 feet to a point; thence North 13°06'20" East, a distance of 66.52 feet to a point; thence North 36°49'21" East, a distance of 99.67 feet to a point; thence North 26°33'04" West, a distance of 50.46 feet to a point; thence North 14°35'25" East, a distance of 50.46 feet to a point; thence South 85°36'16" East, a distance of 46.28 feet to a point; thence North 32°21'09" East, a distance of 44.26 feet to a point; thence North 57°21'33" East, a distance of 66.34 feet to a point; thence North 38°01'14" East, a distance of 42.04 feet to a point; thence North 14°23'44" East, a distance of 56.06 feet to a point; thence North 85°13'30" East, a distance of 29.53 feet to a point; thence North 06°58'10" East, a distance of 42.84 feet to a point; thence North 15°14'40" East, a distance of 34.10 feet to a point; thence North 60°16'57" East, a distance of 10.22 feet to a point; thence North 14°25'35" West, a distance of 30.91 feet to a point; thence North 34°22'37" East, a distance of 56.34 feet to a point; thence North 12°45'59" West, a distance of 18.16 feet to a point; thence North 07°08'26" East, a distance of 41.58 feet to a point; thence North 34°12'47" East, a distance of 26.10 feet to a point; thence leaving said centerline of branch, North 37°07'43" East, a distance of 451.39 feet to a 1/2" rebar on the southwestern Right-of-Way of Georgia Highway 60 (80' R/W); thence along said Right-of-Way South 37°38'30" East, a distance of 779.31 feet to a 1/2" rebar; thence South 37°33'30" East, a distance of 262.77 feet to a 3/4" open top pipe; thence leaving said Right-of-Way and along the property now or formerly of John Warren Walker & Sandra Glover Walker, South 52°29'40" West, a distance of 260.45 feet to a 5/8" rebar & 1-1/4" open top pipe; thence South 52°21'57" West, a distance of 165.97 feet to a 1/2" rebar; thence South 37°32'55" East, a distance of 262.22 feet to a 1/2" rebar; thence along the property now or formerly of Daina M. Hallen & Michael A. Hallen, South 52°26'57" West, a distance of 233.43 feet to a 5/8" rebar; thence along the property now or formerly of Peggy Joyce Lilly, North 75°54'18" West, a distance of 585.85 feet to a rock; thence South 55°25'57" West, a distance of 543.57 feet to a 24" forked sweet gum; thence South 48°31'49" West, a distance of 21.47 feet to a point in the centerline of a branch; thence along the centerline of said branch the following courses and distances: South 73°33'35" West, a distance of 30.32 feet to a point; thence South 62°03'11" West, a distance of 61.66 feet to a point; thence South 61°12'13" West, a distance of 26.05 feet to a point; thence South 27°13'22" West, a distance of 33.66 feet to a point; thence South 02°39'15" West, a distance of 26.59 feet to a point; thence South 70°45'59" East, a distance of 25.68 feet to a point; thence South 56°06'00" East, a distance of 27.64 feet to a point; thence South 30°13'09" West, a distance of 25.34 feet to a point; thence South 06°48'06" East, a distance of 20.35 feet to a point; thence South 55°25'55" East, a distance of 40.80 feet to a point; thence South 11°13'21" East, a distance of 16.42 feet to a point; thence South 60°20'40" East, a distance of 45.26 feet to a point; thence South 62°58'51" East, a distance of 82.34 feet to a point; thence South 60°11'15" West, a distance of 47.80 feet to a point; thence South 52°55'51" East, a distance of 46.11 feet to a point; thence South 39°56'37" East, a distance of 49.83 feet to a point; thence South 60°51'14" East, a distance of 70.35 feet to a point; thence South 14°05'31" East, a distance of 109.44 feet to a point on the northern Right-of-Way of said Guy Cooper Road;

thence leaving centerline of said branch and along said Right-of-Way the following courses and distances: South 49°56'12" West, a distance of 32.56 feet to a point; thence 135.71 feet along an arc of a curve to the left, having a radius of 240.00 feet and a chord bearing and distance of South 33°44'14" West, 133.91 feet to a point; thence South 17°32'15" West, a distance of 273.60 feet to a point; thence 184.56 feet along an arc of a curve to the right, having a radius of 324.76 feet and a chord bearing and distance of South 33°49'04" West, 182.08 feet to a point; thence South 50°06'13" West, a distance of 136.32 feet to a point; thence South 47°31'14" West, a distance of 57.55 feet to a point; thence South 43°22'32" West, a distance of 24.37 feet to a point; thence South 78°13'44" West, a distance of 83.16 feet to a point; thence South 78°18'56" West, a distance of 199.82 feet to a point; thence South 82°58'12" West, a distance of 90.41 feet to a point; thence 50.06 feet along an arc of a curve to the right, having a radius of 110.00 feet and a chord bearing and distance of North 83°59'35" West, 49.63 feet to a point; thence North 18°59'19" West, a distance of 27.41 feet to a point; thence North 63°48'25" West, a distance of 50.00 feet to a point; thence South 83°18'17" West, a distance of 18.05 feet to a point; thence 173.01 feet along an arc of a curve to the right, having a radius of 300.00 feet and a chord bearing and distance of South 44°35'12" West, 170.62 feet to a point; thence South 61°06'28" West, a distance of 226.18 feet to a point; thence 398.20 feet along an arc of a curve to the right, having a radius of 740.00 feet and a chord bearing and distance of South 76°31'24" West, 393.41 feet to a point; thence North 88°03'40" West, a distance of 112.81 feet to a point; thence 294.23 feet along an arc of curve to the right, having a radius 1710.00 feet and a chord bearing and distance of North 83°07'54" West, 293.87 feet to a point; thence North 78°12'09" West, a distance of 517.80 feet to a point; thence 561.36 feet along an arc of a curve to the right, having a radius of 3710.00 feet and a chord bearing and distance of North 73°52'04" West, 560.82 feet to a point; thence North 69°31'59" West, a distance of 585.95 feet to the True Point of Beginning.

Said tract contains 150.334 Acres.

Exhibit "C"

**BYLAWS
OF
FIELDS OF WALNUT CREEK
HOMEOWNERS ASSOCIATION, INC.
A GEORGIA NONPROFIT CORPORATION**

**ARTICLE I.
NAME AND PRINCIPAL OFFICE**

Section 1. Name. The name of the corporation is FIELDS OF WALNUT CREEK HOMEOWNERS ASSOCIATION, INC., a Georgia nonprofit corporation (hereinafter referred to as the "Association").

Section 2. Principal Office. The Association may have such offices in the State of Georgia as the Board may determine or as the Association's affairs may require. The initial principal office of the Association shall be as set forth in its Articles of Incorporation filed with the Secretary of State of the State of Georgia (the "Articles").

**ARTICLE II.
DEFINITIONS**

The terms used in these Bylaws of Fields of Walnut Creek Homeowners Association, Inc. ("Bylaws") shall be given their normal, commonly understood definitions unless otherwise specified herein. Capitalized terms shall have the meaning ascribed to them in the paragraph of these Bylaws where they first appear in quotation marks or otherwise the meaning ascribed to them in that Declaration of Covenants, Conditions, Restrictions, Easements, and Assessments for Fields of Walnut Creek, now or hereafter executed by Garden Street Communities Southeast, LLC, a Florida limited liability company, as "Declarant" and recorded in the land records of the Clerk of the Superior Court of Jackson County, Georgia, as it may be supplemented and amended (the "Declaration"), which definitions are incorporated herein by reference. For purposes of these Bylaws:

(a) "Member" or "Members" shall mean a Class "A" Member or a Class "B" Member of the Association, as more particularly described in the Articles and/or the Declaration, or a group of Members, respectively, and unless limited by the context, shall refer to a Member or Members of either or both classes. The provisions of the Articles and the Declaration pertaining to membership and the designations, qualifications, rights, privileges and obligations of each class of Members set forth in the Articles and the Declaration are incorporated in these Bylaws by this reference.

(b) "Membership" shall mean the Members as a group, regardless of class of membership, unless the context specifies a particular class, in which case it shall refer to all

Members within the specified class. If the context so indicates, the term "membership" may refer to the bundle of rights, privileges and obligations held by a Member.

ARTICLE III. MEMBERSHIP: MEETINGS AND VOTING

Section 1. Acceptance and Termination of Membership. The Owner of each Lot, by accepting record title to such Lot, is deemed to consent to be a Member of the Association. Such Owner's membership in the Association shall be resigned or transferred only upon transfer of record title to the Lot giving rise to such membership, as described in the Declaration.

Section 2. Meetings of the Members.

(a) Annual Meetings. The annual meeting of the Members shall be held each year on a date and at a time and place to be determined by the Board with due and proper notice thereof as provided in Section 3 herein.

(b) Special Meeting. Special meetings of the Members may be called at any time by the President or by the Board of Directors. In addition, the President or the Secretary shall call a special meeting within 30 days after receipt of a petition stating the purpose of the meeting and signed by Members holding at least 25% of the total votes in the Association. No business may be transacted at a special meeting except as described in the meeting notice pursuant to subsection (c).

(c) Notice of Meetings. Notice shall be given to each Member at least twenty-one (21) days but not more than sixty (60) days in advance of any annual, or regularly scheduled, meeting and at least ten (10) days but not more than sixty (60) days in advance of any other meeting and shall state the date, time and place, and, for any special meeting, purpose of such meeting. In addition, the notice shall state (i) the general nature of any matters to be considered at such meeting that require approval of the members under the Association Documents or the Georgia Nonprofit Corporation Code, O.C.G.A. Section 14-3-101, et seq. (the "Act"); and (ii) any matter that a Member intends to raise at the meeting, if at least 10 days prior to the date the Association gives notice of the meeting the President or Secretary of the Association receives a request in writing or by email from any person or group of persons entitled to call the meeting to include such matter in the notice of the meeting. If proxies are permitted, the notice shall also state the procedures for appointing proxies. If the meeting is to be held solely by electronic communications or if participation in the meeting is permitted by remote communications, as described in subsection (d), the notice shall state the form of communications system to be used for the meeting and the means of accessing the communications system. Such notice shall be delivered personally or sent by United States mail, first class postage prepaid, or statutory overnight delivery to all Members of record as of the date such notice is sent, at such address or addresses as designated by such

Members or, if no other address has been so designated, at the address of Members' respective Lots. Notice to any Member shall be deemed to be notice to all co-Owners of such Member's Lot.

(d) Remote Participation in Meetings. The Association may hold Association meetings and/or allow Members to participate in any Association meeting by conference telephone or similar communications equipment or another suitable electronic communications system, including videoconferencing technology or the Internet, if each person entitled to participate in the meeting consents to the meeting being held by means of that system and system permits each person participating in the meeting to communicate concurrently with all other persons participating in the meeting. If voting is to take place at the meeting, the Association must implement measures to verify that every Member voting at the meeting by means of remote communication is sufficiently identified.

Section 3. Quorum. Except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws, the presence at a meeting of Members or their proxies entitled to cast at least twenty percent (20%) of the total eligible votes in each class shall constitute a quorum for any action at a meeting of the Members, and the casting of ballots representing at least twenty percent (20%) of the total eligible votes in each class shall constitute a quorum for any Membership vote conducted by means other than at a meeting. If, however, any meeting cannot be held because such quorum is not represented, the Members of each class entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 4. Voting.

(a) Method of Voting. A Membership vote on any matter may be conducted by ballots cast in person or by proxy at a meeting, or if such method is authorized by the Board, by ballots cast by mail or electronic transmission (including facsimile transmission, electronic mail, or an internet-based voting system) in accordance with Section 5 of this Article, or by any combination of those methods.

(b) Proxies. At all meetings of Members, a Member entitled to vote may vote in person or by proxy. All proxies shall be in writing, signed by the Member, dated, and filed with the Secretary, either personally or by an electronic transmission. An electronic transmission must contain or be accompanied by information from which it can be determined that the Member authorized the electronic transmission. Every proxy shall be revocable by signing and delivering to the Secretary or other person designated by the Board to tabulate proxy votes either a writing stating that the appointment of the proxy is revoked or a later dated appointment form, and shall automatically be revoked: (i) if the Member attends the meeting and votes in person; (ii) upon conveyance by the Member of the Lot for which it was given, or (iii) 11 months from the date of the proxy, unless a different period is specified in the proxy. The death or incapacity of the Member appointing a proxy does not affect the Association's right to accept the proxy's authority unless notice of the death or incapacity is received by the Association's Secretary or other person authorized to tabulate votes before the proxy exercises his or her authority under the appointment.

Unless the proxy specifically provides otherwise, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

(c) Vote Required. At every meeting of the Members, and on any matter as to which a vote is conducted by means other than at a meeting, a Member or the Member's proxy shall have the right to cast the number of votes to which they are entitled as set forth in the Declaration. If a quorum is represented, the vote of the majority of the votes cast on any matter shall constitute the decision of the Members on such matter, unless the question is one upon which, by express provision of the Declaration, the Articles of Incorporation, or these Bylaws, a different vote or voting by class is required; in which case, such express provisions shall govern and control.

Section 5. Action Without a Meeting. Any action that may be taken at a meeting of the Members, may be taken without a meeting if:

(a) the Association mails, personally delivers, or electronically transmits to every Member entitled to vote on such action a ballot describing each proposed action and providing an opportunity to vote for or against each proposed action, along with instructions for delivery of the completed ballot, including the delivery location; and

(b) the number of votes cast equals or exceeds the quorum required for a meeting to consider such action; and

(c) the number of votes cast in favor of the proposed action equals or exceeds the number of votes required to approve such action if the vote were conducted at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

All solicitations for votes to be cast by written or electronic ballot pursuant to this Section must indicate the number of responses needed to satisfy the quorum requirement, the percentage of votes necessary to approve any action other than election of directors, and the deadline for receiving the ballot in order to be counted. In addition, if the Act requires membership approval for the proposed action, any materials which the Act requires to be included in the notice of a meeting to consider such action must be furnished to the Member.

Any ballot cast by electronic transmission must set forth or be delivered with information from which the Association can determine (i) that the Member, the Member's authorized agent, or the Member's attorney in fact authorized the electronic transmission; and (ii) the date on which such Member, the Member's authorized agent, or the Member's attorney in fact transmitted such ballot by electronic transmission, which shall be deemed to be the date on which such ballot was signed. A ballot cast by electronic transmission in compliance with this paragraph shall be deemed to be written, signed and dated by the Member. A written or electronic ballot, once cast, may not be revoked unless otherwise expressly authorized in the solicitation materials.

The Board shall notify the Members of the results of the vote within thirty (30) days after the expiration of the voting period.

Section 6. Order of Business. The order of business at all annual meetings of the Members shall be as follows:

- A. Roll Call
- B. Proof of Notice of Meeting or Waiver of Notice
- C. Reading of Minutes of Previous Meeting
- D. Reports of Officers
- E. Reports of Committees
- F. Election of Officers or Directors (if election to be held)
- G. Unfinished Business
- H. New Business
- I. Adjournment

ARTICLE IV. BOARD OF DIRECTORS: SELECTION - TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than five (5) directors. The first Board of Directors shall have three (3) members.

Section 2. Qualifications. Each director shall be an individual who is either a Member or an authorized representative of a Member or the Declarant, as provided herein. After termination of the Class "B" Membership, no more than one Owner or representative of a particular Lot may serve on the Board at the same time.

The following persons shall be eligible to serve on the Board as authorized representatives of a Member, so long as the Member remains a Member: (a) any officer, partner, member, manager, employee, or agent of a Member that is a legal entity; (b) a trustee who holds legal title to a Lot as the trustee of a trust; (c) any executor, administrator, guardian, conservator, or other individual appointed by a court to serve in a fiduciary capacity for a Member; or (d) a spouse, parent, or adult child of a Member that is a natural person. An individual seeking election as an authorized representative of a Member shall, upon the Board's request, provide the Board with documentation satisfactory to the Board to establish that such individual has been authorized to represent such Member.

Upon any director (other than a director appointed by the Declarant) ceasing to meet the eligibility requirements of this Section, the director shall be deemed to have resigned and the Board position held by such director shall automatically be vacated. The validity of any Board action is not affected if it is later determined that a director was ineligible to serve.

Section 3. Selection of Directors; Term of Office.

(a) Initial Board. The initial Board shall consist of three directors named in the Articles, who shall serve a term expiring upon the earlier of (i) the first annual meeting of the Members following the date upon which there are one or more Class "B" Members other than Declarant; or (ii) termination of the Class "B" Membership pursuant to Section 3.2(b) of the Declaration.

(b) Directors Elected by the Class "B" Members. At the first annual meeting of the Members following the date upon which there are one or more Class "B" Members other than Declarant, and continuing thereafter until the occurrence of the event in clause (c), the directors shall be elected at or in conjunction with each annual meeting of the Members, solely by the votes of the Class "B" Members.

(c) Directors After Termination of Class "B" Membership. Upon termination of the Class "B" Membership pursuant to Section 3.2(b) of the Declaration, the Board shall increase to five (5) directors and the President shall call for an election by which the Class "A" Members shall be entitled to elect four (4) directors. The Declarant may appoint the remaining director so long as the Declarant owns any Lot.

Section 3. Term of Office. Each director elected by the Class "B" Members shall be elected for a term of one (1) year. At the first election of directors after termination of the Class "B" Membership, the terms of members of the Board shall be staggered as follows: Two (2) directors elected by the Class "A" Members shall be assigned a term ending at the third annual meeting following their election, two (2) directors elected by the Class "A" Members shall be assigned a term ending at the second annual meeting following their election, as such directors determine among themselves. If such directors cannot agree among themselves as to which directors will serve which terms, they shall draw straws to determine and assign such terms. The director appointed by the Declarant shall be assigned a term ending at such time as the Declarant ceases to own a Lot, at which time the Board may appoint a successor to serve until the next annual meeting following such appointment, at which time the Class "A" Members shall be entitled to elect a successor to serve a term of three (3) years. Upon expiration of the term of each director elected by the Class "A" Members, a successor shall be elected for a term of three (3) years. Directors may be elected to serve any number of consecutive terms.

Section 4. Nomination of Candidates. Prior to each election, the Board shall prescribe the opening date and closing date of a reasonable filing period in which any Member or authorized representative of a Member entitled to vote in such election may file as a candidate for any position to be filled by such election. In addition, the Board may appoint a Nominating Committee to nominate candidates for any election of directors by the Class "A" Members.

Section 5. Election Procedures. Elections to the Board of Directors shall be conducted by ballot cast in any manner permitted under Article III, Section 4. At such election the Members,

or their proxies, may cast, in respect to each such vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Directors shall be elected by a plurality of the votes (i.e., that number of candidates equal to the number of directors to be elected receiving the most votes shall be elected). Cumulative voting is not permitted.

Section 6. Resignation and Removal. A director may resign at any time by written notice to the Board or to the President or Secretary, and an elected director shall be deemed to have given notice of resignation upon ceasing to meet the qualifications applicable to elected directors, as set forth in Section 2 of this Article. Any resignation shall be effective on the date of such notice unless the notice states a later effective date, in which case it shall be effective on the earlier of the effective date stated in such notice or, in the case of an elected director, the date that the director ceases to meet the qualifications to serve as a director.

Any elected director may be removed from the Board, with or without cause, by a majority vote of that class of Members entitled to vote for election of such director.

In the event of death, resignation or removal of a director, the remaining members of the Board of Directors may appoint a successor to serve until the next election, at which time a successor shall be elected by the Members to fill such seat for the remainder of the term.

Section 6. Compensation. No director shall receive compensation for any service he or she may render to the Association in such director's capacity as a director. However, any director may be reimbursed for his or her actual expenses incurred in performance of his or her duties upon approval of a majority of the Board.

ARTICLE V. MEETING OF DIRECTORS; BOARD ACTION

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly and at such place and hour as may be fixed from time to time by resolution of the Board. Should a regularly scheduled meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President or Vice President of the Association, or by any two (2) directors, after not less than three (3)-days' notice to each director.

Section 3. Quorum. At all Board meetings, the participation of a majority of the total number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting, at which a quorum is present, shall be regarded as the act of the Board, unless Georgia law, these Bylaws, or the Declaration specifically provide otherwise. Directors participating in a meeting at which a quorum

is initially attained may continue to transact business, notwithstanding the departure of directors, if at least a majority of the required quorum for that meeting approves any action taken.

Section 4. Notice of Meetings.

(a) Notices of Board meetings shall specify the date and time of the meeting and, unless the meeting is being held solely by use of a conference telephone or other remote communications system in accordance with Section 6 of this Article, the location of the meeting. Notice of any meeting which is conducted or which may be attended by conference telephone or other remote communications system in accordance with Section 6 of this Article shall specify the form of communications system to be used for the meeting and the means of accessing the communications system.

(b) No notice shall be required for regular meetings conducted in accordance with a published schedule, provided notice of the schedule was delivered to each director in accordance with this Section. For all other meetings, the Board shall notify each director of the Board meeting by: (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (iv) facsimile, electronic mail, or other electronic communication device, with confirmation of transmission. All such notices shall be given at or sent to the director's telephone number, fax number, electronic mail address, or sent to the director's address as shown on the Association's records. Notices sent by first class mail shall be deposited into a United States mailbox at least five business days before the day of the meeting. Notices sent by personal delivery, telephone, or electronic communication shall be delivered at least 48 hours before the time set for the meeting.

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

Section 5. Place of Meetings. All Board meetings shall be held within Jackson County, Georgia or an adjacent county, except for meetings held by telephone or other remote communications system pursuant to Section 6.

Section 6. Participation by Telephonic or Electronic Means. A meeting of the Board, or of any committee the Board appoints, may be held using a conference or speaker telephone or similar remote communications equipment, or another suitable electronic communications system, including videoconferencing technology or Internet-based conference system, or any combination thereof, provided that the system used allows each director participating in the meeting to communicate concurrently with every other director participating in the meeting. A director

participating in a meeting by any such means is deemed to be present in person at the meeting unless the participation is for the express purpose of objecting to the transaction of business at the meeting on the ground that the meeting has not been lawfully called or a quorum is not present.

Section 7. Open Meetings. Except as provided in Sections 8 and 9 of this Article, after the date on which there are Members other than the Declarant, all Board meetings shall be open to attendance by all Members or their representatives, but only directors may participate in any discussion or deliberation unless a director requests that attendees be granted permission to speak. In such case, the President may limit the time any such individual may speak.

Section 8. Executive Session. Any Board meeting may be adjourned and reconvened in executive session, and attendance at such meeting restricted to directors and such other persons as the Board may specifically invite and announce during the open portion of the Board meeting, to discuss pending or threatened litigation, personnel matters, contract negotiations, enforcement actions, confidential communications with the Association's attorney, delinquencies in assessments or other charges owed to the Association, or matters concerning a Member that the Board agrees are to remain confidential to protect the privacy of the Member involved. Following an executive session, any decision made in the executive session must be summarized in the minutes, in general terms, using good faith efforts to avoid breaching the privacy of any Members, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

Section 9. Action Without a Formal Meeting. Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if every director then serving is informed of the proposed action and given the opportunity to consent to such action and a majority of the directors then serving sign, date, and deliver to the Secretary a consent to such action, in writing or by electronic transmission, describing the action for which the consent is given. Such consents shall be included in the minutes and filed with the corporate records. Action taken under this Section is effective when the last director signs the consent unless the consent specifies a different effective date, and shall have the same effect as a vote at a meeting and may be described as such in any document.

ARTICLE VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and Areas of Common Responsibility, as well as the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the Common Area or Areas of Common Responsibility by a Member during any period in which such Member is in default in the payment of any assessment levied by the Association. Such right of use of the Common Area or Areas of Common Responsibility may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for an infraction of the published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) Employ a manager, management company, an independent contractor or such other employees as the Board deems necessary and prescribe the duties to be undertaken, and the compensation therefor, and authorize the purchase of necessary supplies and equipment and enter into contracts with regard to the foregoing items or services;

(e) Accept such other functions or duties with respect to the property hereunder, including architectural control, in addition to maintenance responsibilities as are determined from time to time to be proper by the majority of the Board of Directors;

(f) Delegate to and contract with a financial institution for collection of the Assessments of the Association;

(g) To cause the Common Area, Areas of Common Responsibility, and those portions of Lots and single-family private dwelling units to be maintained in accordance with the Declaration;

(h) To prepare and file the appropriate governmental tax returns, and, in compliance with Revenue Ruling 70-604, make an election to apply excess assessments to help reduce future years assessments.

Section 2. Duties. The duties of the Board of Directors shall include, without limitation:

(a) To cause a complete record of all of its acts and corporate affairs to be kept, including a detailed accounting of the Association's receipts and expenditures; ;

(b) To supervise all officers, agents and employees of the Association and to see that their duties are properly performed;

(c) To open and maintain bank accounts on the Association's behalf and to designate the authorized signatories for the same;

(d) To deposit all funds received on the Association's behalf in a bank depository which it shall approve; however, in the Board's business judgment any reserve funds may be deposited in depositories other than banks;

(e) To procure and maintain property and liability insurance on property owned by the Association, other insurance as the Declaration may require, and such other insurance as the Board determines appropriate or desirable for the Association (which may include, without limitation, directors' and officers' liability insurance, insuring the officers and directors against any and all claims made against them, except claims of willful misconduct and misfeasance of office); to provide for an annual review of the policies and limits of such insurance, and to increase or decrease such insurance coverage as the Board of Directors determines appropriate in the exercise of its business judgment;

(f) To provide for the operation, care, upkeep, and maintenance of the Area of Common Responsibility as required by the Declaration;

(g) To prepare and adopt, in accordance with the Declaration, an annual budget establishing each Owner's share of the Common Expenses, to fix the amount of the annual assessment against each Lot to be levied thereunder, to send written notice of each budget and annual assessment to every Owner subject thereto as provided in the Declaration;

(h) To levy and collect Assessments in accordance with the Declaration;

(i) To issue or cause to be issued by an appropriate officer, upon demand by any person, a certificate setting forth whether any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;

(j) To pay for all goods and services requested by and rendered to the Association;

(k) To file an annual report with the Secretary of State of the State of Georgia and to prepare and file state and federal tax returns as required by law; and

(l) To determine when action to enforce the Association Documents is appropriate and the nature of any sanctions to be imposed, pursue such enforcement action as it deems appropriate consistent with the Declaration and these Bylaws.

ARTICLE VII. OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president, who shall at all times be a member of the Board of Directors, a secretary and a treasurer and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the meeting of the Board of Directors, which shall immediately follow the adjournment of each annual meeting of Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year unless said officer shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine in its discretion.

Section 5. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by a majority vote of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices. The offices of President and Secretary may not be held by the same person.

Section 8. Duties. The duties of the officers are as follows:

(a) President: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; and shall co-sign all checks and promissory notes.

(b) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; shall keep the corporate seal of the Association and affix it on all papers requiring said seal; shall serve notice of meetings of the Board of Directors and of the Members; shall keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as may be required by the Board of Directors.

(c) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association, along with the President; shall keep proper books of account; shall cause a financial report of the Association books to be

made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Members at their regular annual meeting, and deliver a copy of each to the Members.

ARTICLE VIII. COMMITTEES

The Board shall appoint such standing committees as are required under the Declaration, the Articles, or these Bylaws. The Board of Directors may, at its discretion, create such other committees as it sees fit from time to time. Such committees shall exist for such periods of time, have such authority, and perform such duties as the Board may, from time to time, determine in by resolution.

ARTICLE IX. ACCOUNTING AND REPORTS

Section 1. Accounting Standards. The Association's accounting and controls should conform to generally accepted accounting principles. The Association's cash accounts shall not be commingled with any other accounts.

Section 2. Financial Reporting.

(a) Commencing at the end of the calendar quarter in which the first Lot is conveyed to a Class "A" Member, financial reports shall be prepared for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying any Assessments at the time of the report (any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless the Board specifies otherwise by resolution).

(b) Within 180 days after the close of the fiscal year in which Assessments are first collected and within 180 days of the close of each fiscal year thereafter, an annual report consisting

of at least the following shall be made available for Members' review: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited, reviewed, or compiled basis, as the Board determines.

(c) The Board shall report in writing to the Members any indemnification of or advancement of legal expenses to any officer, director, or committee member.

Section 3. Borrowing. The Association shall have the power to borrow money for any legal purpose. However, the Board shall obtain the approval of Members casting at least 51% of the eligible votes cast by each class of Members on the matter, if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 20% of the Association's budgeted gross expenses for that fiscal year.

ARTICLE X. ENFORCEMENT PROCEDURES

The Association shall have the power to impose sanctions for violations of the Association Documents. The Board shall comply with the following procedures prior to imposition of sanctions:

Section 1. Notice and Response.

The Board or its delegate shall serve the alleged violator and the responsible Owner, if the alleged violator is not an Owner, with written notice, by certified mail, return receipt requested, to the Owner's last known address as shown in the Association's records:

- (a) describing the alleged violation or property damage which is the basis of the proposed sanction or amount due to the Association, as applicable;
- (b) describing the proposed sanction to be imposed; and
- (c) informing the alleged violator and/or Owner that:
 - (i) he or she has 21 days after receipt of the notice to present a written request for a hearing to the Board;
 - (ii) he or she may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.), if serving on active military duty; and
 - (iii) the Association may recover from the Owner reasonable attorneys' fees and other reasonable costs incurred by the Association in enforcing the Association Documents after

the date of the hearing pursuant to subsection (c)(i), or if no hearing is requested, after the deadline for requesting a hearing, including such fees and costs incurred in collecting amounts, including damages, due to the Association if not paid by a date specified in such notice.

If the alleged violation is continuing, the Board or its delegate may, but shall not be obligated to, provide the alleged violator with a reasonable cure period during which the proposed sanction may be avoided by curing the violation.

If the alleged violator fails to request a hearing within the allotted 21-day period, the Board may impose the sanction as stated in the notice without a hearing, except that no sanction shall be imposed if the alleged violator has been offered an opportunity to cure the violation and cures the alleged violation within the period provided in such notice.

Prior to the effectiveness of sanctions imposed pursuant to this Article, proof of proper notice shall be placed in the minutes of the Board. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. Regardless, the notice requirement shall be deemed satisfied if the alleged violator or its representative requests and appears at a hearing.

Section 2. Hearing.

If a hearing is requested within the allotted 21-day period, the Board shall schedule the hearing to occur within 30 days after receipt of the alleged violator's request and shall notify the alleged violator of the time, date, and location of the hearing at least 10 days prior thereto. Either the Board or the alleged violator may request a postponement of up to 10 days, and such postponement shall be granted. Additional postponements may be granted upon agreement of both the Association and the alleged violator. The hearing shall be scheduled and held at a reasonable time and at a location reasonably convenient to the Property. The hearing shall be held before the Board in executive session, and the alleged violator shall be afforded a reasonable opportunity to be heard and shall be entitled to make an audio recording of the hearing. If the alleged violator fails to appear, the hearing may be held in his or her absence. The minutes of the meetings of the Board shall contain a written statement of the results of the hearing and the sanction, if any, to be imposed. Written notice of the decision shall be mailed to the violator within three business days after the hearing.

ARTICLE XI. BOOKS AND RECORDS

Section 1. Document Retention. The Association shall keep originals or copies of the following records:

- (a) the Articles of Incorporation, By-Laws, Declaration, and all amendments thereto;

(b) minutes of meetings of the Members and the Board, executed consents evidencing all actions taken by the Members or Board without a meeting, records of all actions taken by a committee of the Board on behalf of the Association, and all waivers of notice of meetings of the Members, the Board, and its committees (whether delivered in writing or by electronic transmission);

(c) all communications in writing or by electronic transmission to the Membership generally within the past three (3) years;

(d) a list of the names and home addresses of the Association's current directors and officers;

(e) a copy of the Association's most recent annual registration with the Secretary of State;

(f) a Membership list, in alphabetical order or in a form capable of being sorted alphabetically and printed, including the names and addresses of the Members and the number of votes each is entitled to cast (provided, such list may be compiled using information provided by the Members and the Association shall have no duty to conduct research or obtain title searches to verify the same);

(g) financial books and records, including annual reports prepared pursuant to Article IX, any audit records, and tax returns, which books and records shall be retained for at least seven (7) years;

(h) contracts with a term of one (1) year or more, which shall be retained for four (4) years after the expiration of the contract term.

Section 2. Inspection by Members and Mortgagees. Upon not less than five (5) business days' notice to the Association specifying the records it wishes to inspect and copy, a Member is entitled to inspect and copy, at a reasonable time and location specified by the Board:

(a) any of the records described in clauses (a) through (e) of Section 1, except the Board may limit inspection of the records described in clause (b) to only those required to be made available for inspection under Georgia law; and

(b) any of the records described in clauses (f) through (h) of Section 1 above, but only if the Member's request is made in good faith and for a proper purpose that is reasonably relevant to the Member's legitimate interest as a Member, the Member describes with reasonable particularity the purpose and the records the Member desires to inspect, the records are directly connected with such purpose; and the Member agrees in writing that the records will be used only for the stated purpose.

A Member's right to inspect and copy hereunder shall extend to the Member's duly appointed agent or attorney; and the holder, insurer or guarantor of a first Mortgage on the Member's Lot, or its

duly appointed agent or attorney. Nothing in this Section shall affect the right of a Member who is a party in litigation with the Association to inspect the Association's records to the same extent as any other litigant, nor shall it affect the power of a court to compel the production of corporate records for examination.

Section 3. Inspection by Directors. Every Association director shall have the absolute right at any reasonable time to inspect all Association books, records, and documents and the physical properties owned or controlled by the Association, for purposes related to such director's role as a member of the Board. A director's right of inspection includes the right to make a copy of relevant documents at the Association's expense.

Section 4. Rules for Inspection. A written request for access to inspect or copies of books and records under Section 2 or 3 shall be mailed by certified mail to the Association's mailing address or that of its authorized representative as reflected in the current records of the Secretary of State. The request shall identify the specific books and records or information desired and shall specify whether the requestor desires to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records. If the request is to inspect, then the Association shall notify the requestor of the location at the Association's office or within the Property and a time during normal business hours that the person making such request may inspect the requested books and records, to the extent such person is entitled to do so under Section 2 or 3. If the request is for copies of identified books and records, then within five (5) business days after the date the Association receives the request, the Association shall produce copies of the requested books and records, to the extent required under Section 2 or 3 and Georgia law. Such books and records may be produced in electronic format and with access provided by means of the internet.

The Association may require advance payment of the estimated costs of labor and materials to compile and produce or reproduce the requested information ("Authorized Charges"). If the Authorized Charges vary from the estimate, the Association shall submit a final invoice to the Member on or before the 30th business day after the date the information is delivered reflecting the variance and any balance or refund due. Any balance due which is not reimbursed to the Association before the 30th business day after the date the invoice is sent to the Member may be added to the Member's account as an Assessment. Any amount paid in excess of Authorized Charges shall be refunded to the Member not later than the 30th business day after the date the invoice is sent to the Member.

Section 5. Use of Membership List. Except or with the prior written consent of the Board, neither a Membership list nor any part thereof may be: (i) purchased or sold; (ii) obtained or used by any person for any commercial purpose; (iii) obtained or used for any purpose unrelated to a Member's interest as a Member, or (iv) used to solicit money or property unless such money or property will be used solely to solicit the votes of the Members in an election of directors to the Board.

Section 6. Turnover of Books and Records. Within 60 days after termination of the Class "B" Membership, the Declarant shall deliver to the Secretary of the Association or the

Association's manager all property, books and records of the Association in the Declarant's possession.

ARTICLE XII. CORPORATE SEAL

The Association shall have a seal in circular form, having within its circumference the words: FIELDS OF WALNUT CREEK HOMEOWNERS ASSOCIATION, INC., a Georgia nonprofit corporation.

ARTICLE XIII. AMENDMENTS

Section 1. Requirements to Amend. These Bylaws may be amended upon obtaining the approval of: (a) Members or their proxies casting fifty-one percent (51%) of the votes cast on such proposal by each class of Members, provided a quorum is established; and (b) during the Development and Sale Period, the Declarant and the Operator; provided, no amendment shall be inconsistent with the Articles or the Declaration. Any amendment of these Bylaws affecting the Surface Water Management System facilities or the operation and maintenance of the Surface Water Management System facilities shall have the prior written approval of the appropriate authority having jurisdiction if required by any permit or approval related to the development of the property into a platted subdivision.

Section 2. Control of Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in the case of any conflict between the Declaration, the Articles of Incorporation, and/or these Bylaws, the Declaration shall control.

ARTICLE XIV MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of each year, except that the first fiscal year shall begin on the date of incorporation of the Association.

Section 2. Indemnification. The Association shall indemnify any officer or director or any former officer or director to the full extent permitted by law.

Section 3. Electronic Records, Signatures and Documents. To the extent permitted by the Uniform Electronic Transaction Act, O.C.G.A. § 10-12-1, et seq., the Nonprofit Code, the Declaration and these Bylaws, the Association and its Members, officers, directors, Owners and occupants may perform any obligation or exercise any right by use of electronic means providing sufficient security, reliability, identification and verifiability, which electronic means have been approved by the Board of Directors in its sole discretion.

Section 4. Notices and Other Communications.

(a) Form of Notice and Method of Delivery. Except as otherwise provided in the Declaration or these Bylaws or by Georgia law, all notices, demands, bills, statements, or other communications to be given under the Declaration or these Bylaws shall be in writing and may be delivered in person, by United States mail, by private carrier, or if the intended recipient has provided a telephone facsimile number or an email address for use by the Association, by facsimile or electronic mail with written confirmation of transmission. It is the responsibility of each Member to give notice to the Association of any change in the Member's address, facsimile number, or email address. Where the Declaration, these Bylaws or applicable law require notice to an Owner or Member, notice given to any co-Owner of a Lot shall be deemed notice to all co-Owners of such Lot.

(b) Delivery Address. Notices shall be delivered or sent to the intended recipient as follows:

(i) if to a Member, at the mailing address, telephone facsimile number, or e-mail address which the Member has designated by notice to the Secretary in accordance with this Section or, if no such address or number has been designated, at the address of the Lot owned by such Member;

(ii) if to the Association, the Board, or a committee of either, at the mailing address, facsimile number, or e-mail address of the principal office of the Association or its managing agent, or at such other address as the Association has designated by notice to the Members in accordance with this Section; or

(iii) if to the Declarant, at the Declarant's principal address as it appears on the Secretary of State's records, or at such other address as the Declarant has designated by notice to the Association in accordance with this Section;

(iv) if to the Operator, at the Operator's principal address as it appears on the Secretary of State's records, or at such other address as the Operator has designated by notice to the Association in accordance with this Section.

(c) Effective Date. Notice sent in accordance with subsections (a) and (b) shall be deemed to have been duly given and effective:

(i) if sent by United States mail, when deposited with the U. S. Postal Service, correctly addressed, with first class or higher priority postage prepaid;

(ii) if delivered personally or by private carrier, when actually delivered to the address of the intended recipient, as evidenced by the signature of the person at such address who accepts such delivery; or

(iii) if sent by telephone facsimile or electronic mail, upon transmission, as evidenced by a printed confirmation of transmission.

Section 5. Dissolution. The Association may be dissolved in accordance with the procedures and approval requirements set forth in the Articles, only upon obtaining the prior written consent of the Declarant and the Operator during the Development and Sale Period, and if required, the prior approval of the Jackson County Board of Commissioners.

IN WITNESS WHEREOF, we, being all of the directors of FIELDS OF WALNUT CREEK HOMEOWNERS ASSOCIATION, INC., a Georgia nonprofit corporation, hereby unanimously approve and adopt the foregoing Bylaws this 3rd day of AUGUST, 2021, for and on behalf of the Association.

H. Craig Noel
_____, President

[Signature]
_____, Secretary

[Signature]
_____, Treasurer

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of FIELDS OF WALNUT CREEK HOMEOWNERS ASSOCIATION, INC., a Georgia nonprofit corporation, and that the foregoing Bylaws constitute the original Bylaws of the said Association, as duly adopted by resolution of the Board of Directors thereof on this 3rd day of AUGUST, 2021.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the said Association this 3rd day of AUGUST, 2021.

[Signature]
_____, Secretary