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KAREN P. DAVID
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WALTON COUNTY, GA
Participant ID: 1350453456

STATE OF GEORGIA
COUNTY OF WALTON

RE: PLAT BOOK 119, PAGES 148-152, WALTON COUNTY, GA RECORDS

DECLARATION OF PROTECTIVE COVENANTS FOR THE ENCLAVE AT DIAL FARM

This Declaration of Protective Covenants for The Enclave at Dial Farm Subdivision, made this 15th day of January, 2021, by **DIAL FARM HOLDINGS, LLC** (hereinafter referred to as "Declarant,").

WITNESSETH:

WHEREAS, the undersigned Declarant is developing that certain tract of land hereinafter described into single-family residential lots identified as The Enclave at Dial Farm Subdivision, as evidenced by that certain Plat of Survey prepared by Ronald Calvin Smith, Georgia Registered Land Surveyor, dated , and recorded at Plat Book 119, Pages 148-152, in the office of the Clerk of the Superior Court of Walton County, Georgia, which plat is incorporated herein and made a part hereof by reference thereto (See Exhibit "A"); and

WHEREAS, it is to the benefit and advantage of the Declarant, its successors and/or assigns, and to each and every person who shall hereafter purchase any Lot in said subdivision, to provide for Protective Covenants governing and regulating the use and occupancy of the same; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the harmony and value in said subdivision, to create an "Architectural Control Committee" (hereinafter "ACC") to oversee the initial adherence to the Protective Covenants, as hereinafter defined and empowered; and

WHEREAS, the homeowners shall develop a Homeowners Association after 80% of the lots are sold to homeowners, for the purpose of performing certain functions or enabling certain functions to be preformed for the good and general welfare of other owners of Lots in Enclave at Dial Farm, to create a "Enclave at Dial Farm of Walnut Grove Association": (hereinafter "Association"), as hereinafter defined and empowered.

NOW THEREFORE, for and in consideration of the premises and of the benefit to be derived by the Declarant, its successors and/or assigns, and each and every subsequent owner of any Lot in said subdivision, the Declarant does hereby set up, establish, promulgate and declare the following protective Covenants to apply to all of the Lots located in Enclave at Dial Farm Subdivision, to all persons owning said Lots, or any of them, hereafter; these protective Covenants shall become effective immediately, and shall run with the land and shall be binding upon all persons, claiming under and through the Declarant, its successors and/or assigns, and shall remain effective perpetually to the extend permitted by Georgia Law.

ARTICLE 1 – DEFINITIONS

The following words, when used in this Declaration of Protective Covenants shall have the following meaning:

1.0 Declarant: Shall mean Dial Farm Holdings, LLC, its successors or assigns, which includes, but is not limited to any person, firm, corporation, partnership, association, trust or other legal entity, which acquires all or substantially all of the Development then owned by the Declarant (or subsequent successors in interest), together with its right hereunder by conveyance or assignment from Declarant, or judicial or non-judicial foreclosure, for the purpose of development and/or construction on the Property.

1.1 Builder: Shall mean any person, firm, corporation, partnership, or other entity, which has purchased a Lot from the Declarant for the purpose of erecting a structure thereon in their ordinary course of business.

1.2 Architectural Control Committee: Shall mean and refer to a committee, as described more fully in Article 2 herein, established for the general purpose of regulating the external design, appearance, use and maintenance of all Lots subject to its control, as such powers and duties are more fully set out in this declaration, in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures. The Officers of the Architectural Control Committee Shall be composed of one (1) officer of Dial Farm Holdings, LLC, the Declarant, or their designee. The written approval of one (1) members of the "ACC" shall be sufficient for the approval by the ACC. All plans must be approved in writing by the ACC prior to the beginning of construction. Upon the sale of One Hundred Percent 100% of the Lots in Enclave at Dial Farm Subdivision to homeowners, the "ACC" and its duties shall merge with the Enclave at Dial Farm Homeowner's Association for the duration of these Protective Covenants.

1.3 Association: Shall mean and refer to The Enclave at Dial Farm Homeowners Association, Inc. which shall be created pursuant to Section 5.2 hereinafter.

1.4 Declaration: Shall mean this Declaration of Protective Covenants, as they are recorded in the Superior Court Clerk's Office in Walton County, Georgia, as amended.

1.5 Lot: Shall mean any numbered parcel of land shown on the plat of survey(s) for The Enclave at Dial Farm, or as similarly shown on any supplemental surveys of such tract.

1.6 Owner: Shall mean the record owner (including the Declarant), whether one or more persons or entities of a fee simple title to any Lot, provided, however, that where fee simple title has been transferred and is being held merely as security for repayment of a loan, the person or entity who would own the Lot in fee simple if such loan were pain in full shall be considered the Owner.

1.7 Property: Shall mean that certain real property described hereinabove as owned by Dial Farm Holdings, LLC, and any other property, which at Declarant's sole discretion, shall be added or included.

1.8 Restrictions: Shall mean all Covenants, restrictions, easements, charges, liens and other obligations created or imposed by this Declaration.

1.9 Structure: Shall mean:

(a) Anything of which could be placed upon any Lot which may affect the appearance of said Lot, including, but not limited to, any building, or part thereof, a garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, paving, signage, or temporary or permanent improvements.

(b) Any excavation, grading, fill, ditch, diversion dam or other thing or devise which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot.

1.10 Area of Common Responsibility: Shall mean that specific property referred to as "Common Area" on the plat for Enclave at Dial Farm Subdivision as described hereinabove, and any other property that Declarant may convey to the Association.

ARTICLE 2 – ARCHITECTURAL CONTROL

2.0 Architectural Control Committee ("ACC")

(a) Until all Lots in The Enclave at Dial Farm Subdivision, have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, no structure, other than the sales center, shall be commenced, erected, placed, or moved onto or permitted to remain on any Lot, nor shall any existing structure upon any Lot be altered in any way which materially changes the exterior appearance of the structure or Lot, unless plans and specifications have been submitted to and approved in writing to the Architectural Control Committee. Such plans and specs shall be in such form to contain such information as may be reasonably required by the ACC.

(b) All plans shall be submitted to the ACC for approval: (1) as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and of general quality with the existing standards of the development, and (2) as to the locations of the structures with respect to topography, finished ground elevation and surrounding structures. After final approval of said plans and specifications, no changes may be made without the consent of the ACC. The signature of any member of the ACC shall be sufficient for this approval under this declaration. Approval of said plans shall be final as to that Lot or Structure and such approval may not be revoked thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any condition attached to any such approval. In the event a plan is disapproved by the ACC, the ACC will, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and re-submitted for approval.

(c) The ACC will take action on any plans within thirty (30) days after receipt. Approval, if granted, together with any conditions imposed, shall be placed in writing on the plans themselves, and returned to the applicant. Failure by the ACC to take action within thirty (30) days of receipt of plans and specifications submitted for approval shall be deemed approval of such plans and specifications.

(d) If any structure shall be erected or altered upon any Lot, otherwise than in accordance with the plans and specifications as approved by the ACC, such erection or alteration shall be deemed to have been undertaken in violation of this Declaration and without the

approval required herein. The ACC shall, in this case, provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific actions required to remedy the violation. If the Owner does not take reasonable steps within thirty (30) days after the mailing of the notice by the ACC, the ACC shall have such rights and remedies as are available under Article 5 hereof.

ARTICLE 3 – GENERAL CONVENANTS AND RESTRICTIONS

3.0 Application: The Covenants and Restrictions contained herein shall apply and pertain to all Lots and structures erected or placed thereon.

3.1 Restriction of Use – Single Family Dwellings – Lots may be used for single-family residential purposed only and for no other purpose; provided, however, that (a) Declarant or approved sales agents may operate a sales office and/or model home on a Lot or Lots designated by the Declarant, and (b) Declarant may utilize any one or more Lots, or portions thereof, for the development of easements for an Area of Common Responsibility, neighborhood entrance signage, and maintenance of same or for dedicated public roads, subject to applicable governmental regulations. No temporary house, shack, or tent shall be erected on said Lots or parcels to be used for residential or church purposes and no Lot may be used for schools or kindergartens. No structures of a temporary character shall be placed upon any Lot at any time except that this prohibition shall not apply to shelters used by contractors during the construction of a dwelling house so long as these temporary shelters are not used as residences and are removed after completion of construction. No mobile home, living trailer, modular home or prefabricated home shall be permitted on any of the Lots of said Subdivision.

3.2 Subdivision of Lots: No Lot shall be re-subdivided without written permission of the Declarant. Notwithstanding the foregoing, nothing herein shall prevent Declarant or the Owners of any Lots from combining two or more Lots into one Lot for construction of a single Residence thereon; provided, however, that such combined Lot may not be subdivided thereafter; and, provided further, that the Owner of the Residence on such Lot shall be responsible for annual and special assessments based upon the number of Lots combined into one Lot.

3.3 Land Use: The property shall be used for residential purposes. At no time shall any Lot be used for or converted to any business, commercial, or otherwise, or for any other non-residential use.

3.4 Completion of Structure: Before any house may be occupied, it must be completely finished on the exterior in accordance with plans approved by the Declarant, and a Certificate of Occupancy issued by the proper authorities in Walton County, Georgia.

3.5 **Completion of Driveways and Sidewalks:** All driveways and driveway surfaces must be paved including any walkways. All driveways must have minimum width of 10 feet and be paved with concrete from street to garage entrance of dwelling.

3.6 **No Exposed Block:** Whenever any buildings are erected on any lot or parcel that are constructed in whole or in part of concrete, concrete blocks, cinder blocks, or other fabricated masonry units, such portion of construction shall be veneered with brick or natural stone or other approved material over the entire surface exposed above finished grade that is visible from any road. Such approval must be obtained from the ACC.

3.7 **No Refuse, Animals or Poultry:** No Lot or parcel of land shall be used as a dumping ground for rubbish, trash, or garbage; nor shall any Lot or parcel be used for the keeping and breeding of Livestock, animals or poultry of any kind, except that household pets maybe kept, provided they are not kept for breeding or maintained for commercial purposes. No animal shall be allowed to become a nuisance. All homeowners and their guests shall abide by the Animal Control Laws in Walton County, Georgia.

3.8 **Mailboxes:** There shall be no mailboxes placed on any Lot. Mail will be delivered via a Central Box Unit in the Development as approved by the U.S. Postal Service. Address markers shall be set by the Declarant to be uniform throughout the Development. The Central Box Unit shall be Common Property maintained by the Association.

3.9 **Parking of Vehicles, Recreational Vehicles and Trailers:** No campers, motor homes, tailors, boats, equipment or other similar vehicles shall be parked on any portion of any lot that is not paved. No motor vehicles, including, but not limited to, automobiles, trucks, tractors or buses, which are not operational and/or not operated for more than a period of seven (7) calendar days cannot be stored on any lot. Any street parking must be limited to guests only, and only for operational vehicles.

NOTICE: **Any type of vehicle that is left parked on any lot or on a public street and is not operational for more than seven (7) calendar days will be towed at the owner's expense, without any further notice.**

No Major automobile repairs, excluding tune-ups and normal maintenance, shall be performed outside of an enclosed garage on any Lot of said Subdivision. No accumulation of vehicles, other than those used and operated by an Owner, his/her family or guest, shall be permitted on any Lot of said Subdivision or any street adjacent thereto. No commercial vehicles shall be parked or stored on any Lot or in the street adjacent thereto. No house trailer, mobile home, motor home, recreational vehicle, camper, boat, or boat trailer or like equipment shall be permitted on any Lot or adjacent street; they must be placed in such a location so as not to deter from the appearance of the neighborhood, and said placement must be approved by the ACC or its successor, the Association.

3.10 Garbage and Refuse Disposal: Trash, garbage and other waste shall not be kept except in sanitary containers shall be kept in a location not visible from the street except on days designated for trash collection or pickup.

3.11 Additional Buildings or Structures: Any building or structure which is added to or constructed apart from the main residence must conform to the design and exterior of the main residence on said Lot. Plans of any such additional building or structure must be approved in writing by the ACC prior to its construction on any Lot. All additional buildings or structures must be constructed on a concrete slab foundation. There shall be no prefabricated structures installed on any lot.

3.12 Fencing: No fencing shall be permitted in the front yard of residence. Any fencing erected must start at the back corner of the dwelling and be of residential design. Any portion facing the street must be wood or iron, or wood or iron in appearance, and all other portions may be vinyl or vinyl-coated chain link, if also not wood or iron. Dog pens may be erected but cannot be visible from the front of the street. Prior to the completion and sale of 100% of the homes in Enclave at Dial Farm, any such fencing installed must be approved in writing by the ACC and thereafter approved by the Association.

3.13 Wiring: All wiring shall be underground form the point where each Lot or parcel of land meets the right-of-way.

3.14 Carports and Garages: Each home shall have, at minimum, a double garage with garage doors. Garage doors facing the roadway shall remain closed when garages are not in use. Garage shall be used for vehicles and not as storage units. Detached garages or other enclosed car shelters shall not be permitted within the Development without the written approval of ACC. No open carport shall be permitted.

3.15 Signs: No signs of any kind shall be displayed to public view, except these Covenants shall permit the display of one sign of not more than 5 feet square advertising property for sale or signs which are used by the Declarant, Builder, to advertise the property during the construction and sales period.

3.16 Clotheslines, Air Conditioners and Playground Equipment: No outside clothesline will be permitted. Window mounted air conditioning units may be used on the back of a residence only provided they are not visible from the street. Recreational and playground equipment shall be placed or installed only upon the rear portion of any Lot.

3.17 Building Lines: No building shall be located nearer to a street line than 35 feet, nor nearer to any side Lot line than 7.5 feet, nor nearer to the rear Lot line than 20 feet. For purposes of these covenants, eaves, steps or open porches not covered by roof structure shall not be considered as a part of a building, provided, however, that this

shall not be construed to permit any portion of the building or construction of any Lot to encroach upon another Lot, nor shall any Lot or parcel be reduced or subdivided.

3.18 Dwelling Size: The minimum square footage on each residence excluding easements, basements, garages and porches shall be 2000 square feet of finished square footage.

3.19 Roof Pitch and Roofing Materials: All homes will have a minimum roof pitch of 6/12. Roofing material shall be architectural shingles only of a black, black-shadow, brown or gray color that compliments the house exterior and must be specified when submitting plans and specifications to the ACC for approval.

3.20 Easements: Access to or the use of drainage and utility easements shall not be restricted in any way. Furthermore, natural drainage shall not be diverted or changed without the written consent of Declarant and/or the ACC.

3.21 Radio and Television Antennae-Satellite Dishes: All exterior radio, television aerials and satellite dishes must be approved in writing by the Declarant and/or the ACC, prior to installation.

3.22 Yard Ornaments: All yard ornaments (ie: bird feeders, statues) shall be restricted to the rear of the property unless otherwise approved in writing by the Declarant and/or ACC, prior to placement on the lawn.

3.23 Landscaping and Property Maintenance: All landscaping designs must contain a lawn of tuft green Bermuda, Zoysia, or Centipede sod. The sod shall be installed to cover the entire front lawn. Side yard sod installation must extend to the rear corner of the dwelling. The grounds of each Lot, once a structure is completed, whether vacant or occupied shall be maintained in a neat, attractive condition, with the first 35 feet from the street being landscaped. Each owner shall keep and maintain each Lot and Structure owned by him/her/them, as well as landscaping located thereon, in good condition and repair, including but not limited to (a) the repair and painting (or other appropriate external care) of all structures; (b) the seeding, watering and mowing of all lawns; and (c) the pruning and trimming of all hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic. If, in the opinion of the ACC, or its successor, the Association, any owner has failed to perform the duties imposed by this Section, the ACC or the Association shall give written notice to the Owner to remedy the condition in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to be taken to remedy such condition. If the Owner fails to take reasonable steps to remedy the within fifteen (15) days of the mailing of said written notice by Certified Mail, the ACC of the Association shall have the rights and remedies set forth in Article 5 hereof.

3.24 Exterior Construction Materials: All homes built in Enclave at Dial Farm Subdivision shall be Craftsman style and utilize cement board or "Hardiplank" siding but must contain brick or stone accents, as plan approved. No vinyl siding or

stucco efface shall be allowed on any residence. Any other decorative accent or material must be specifically approved by the ACC.

3.25 Erosion Control. **No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the ACC of plans and specifications for the prevention and control of such erosion or siltation. The ACC may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape and required landscaping as provided for herein. Erosion control plan shall be submitted and must be approved by a Qualified Engineer at the sole discretion of the ACC and at the sole expense of the Applicant.**

ARTICLE 4 – EASEMENTS, ZONING, AND OTHER RESTRICTIONS

4.0 **Easements:** The Declarant reserves to the Declarant, its successors and/or assigns forever, the right to create perpetual easements in, on and over any part of the property owned by the Declarant for any purpose which the Declarant deems necessary, including, but not limited to an easement to create an Area of Common Responsibility to offer a decorative and attractive entry way to the Subdivision. Any subsequent owner of any Lot which an easement created by the Declarant is appurtenant to, shall have title to all of the land they purchased in fee simple, but said title shall be subject to the easement created by the Declarant. Said Owner shall allow the Declarant, its employees, agents, successors and/or assigns access at all reasonable times to the easement area without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes. The Declarant and its employees, agents, successors and/or assigns shall be responsible for leaving each Lot in good condition following any work or activity undertaken in an Easement Area pursuant to these provisions.

4.1 Central Box Unit: Declarant hereby creates a non-exclusive perpetual easement for all Owners, and all postal and delivery service workers to the Central Box Unit which shall serve as the postal hub of the Community. The Central Box Unit shall be Common Property maintained by the Association.

4.2 **Zoning and Private Restrictions:** None of these Covenants, restrictions, or easements created or imposed by the Declaration shall be construed as permitting any action prohibited by applicable zoning laws, or by the laws, rules or regulations and these Covenants, Restrictions, and Easements created or imposed by the Declaration, the most restrictive provision shall control.

ARTICLE 5 – ASSOCIATION MEMBERSHIP, FORMATION, VOTING RIGHTS AND DUTIES

5.0 Mandatory Membership: Every person who is the owner of a Lot shall be a member of the Association. No owner, whether one or more persons shall have more than one membership per Lot. All co-owners shall be jointly and severally obligated to perform the responsibility of the Owners. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

5.1 Voting Rights: Members shall be entitled to one vote for each Lot owned. When more than one person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one person seeks to exercise it.

5.2 Formation of the Homeowner's Association and Election of Initial Board of Directors: Notwithstanding any other provisions hereof, the Declarant shall be solely responsible, at the Declarant's option, for the administration of the Association until such time as title to 80% (eighty percent) of all Homes, exclusive of the Area of Common Responsibility within the Subdivision, have been conveyed to individual homeowners. Until such time, the duties and powers of the Association, including those of the Board of Directors of the Association, shall be performed by and vested in the Declarant or a person employed by the Declarant on behalf of the Association, unless sooner relinquished by amendment hereto executed by the Declarant and recorded in the Office of the Superior Court of Walton County, Georgia. At such time that 75% (seventy-five percent) of the lots have been conveyed to homeowners in Enclave at Dial Farm, the Declarant shall appoint a committee of not less than three (3) homeowners. These homeowners will then be responsible for the notification of all other Owners of a specially called meeting, which shall be in the initial meeting of Enclave at Dial Farm of Walnut Grove Association. The purpose of this meeting will be to hold an election for Officers, who shall serve for the remainder of the calendar year in which said initial meeting was held. These meetings shall subsequently be held each year, on approximately the 1st day of October, to re-elect officers who shall serve for one year. The Declarant shall transfer all unexpended assessments held by the Declarant to the Association at the time of this initial meeting and election.

5.3 Authority of the Enclave at Dial Farm of Walnut Grove Association: The Declarant, and its' successor, the Association, shall have the authority to enforce the terms and conditions of the Protective Covenants of this Declaration. In addition, the individual property owners of Lots in said subdivision shall have the right to enforce these Covenants. In any event, the Declarant shall not be obligated to enforce the Covenants set forth herein after divesting itself of ownership in at least 75% (seventy-five percent) of the Lots in said Subdivision (exclusive of the Area of Common Responsibility).

5.4 Duties to Maintain Area of Common Responsibility: The Association's maintenance of the Area of Common Responsibility shall be performed consistent with the standards set out herein for the owners of all Lots. The Association shall maintain and keep in good repair all landscaping and signage situated on the Area of Common Responsibility. In the event that the Association determines that the need for Association maintenance, repair or replacement of any portion of the Area of Common Responsibility is caused through the willful or negligent act of an Owner, or the family, guests, lessees, or invitees of any Owner, and is not covered or paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a Lien against the Lot of such owner.

ARTICLE 6 – ASSESSMENTS

Note: The liability of a Grantee for the unpaid assessments of its Grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings or deed in lieu of foreclosure for the time prior to the foreclosure. See Section 7.4 below.

6.0 Assessments, Generally: Assessments shall be used for promoting the health, safety, welfare, common benefit, and enjoyment of the Owners and the maintenance of the Area of Common Responsibility established by the Declarant. Each Owner shall be jointly and severally liable for such portion thereof as may be due and payable. No assessments shall be levied against any Builder in the Subdivision, unless the Builder establishes a dwelling as a permanent resident.

6.1 Date of Commencement of Assessments: The assessments shall commence on each Lot on the date of the conveyance from a Builder to a homeowner. The initial assessment due shall not be pro-rated, and is payable at the time it becomes due.

6.2 Amount of Initial Assessments: Each Owner of a Lot, excluding Builders, shall be required to pay a Mandatory Initiation Fee and Mandatory Annual Dues to provide for the continued attractiveness of the Development and to provide for sufficient funding of the Homeowner's Association. Each Owner shall pay, at closing, an initiation fee of $500.00, which fee shall not be pro-rated. This initiation fee shall not be transferable and shall be assessed at each successive closing of any Lot during the duration of this Declaration. This amount shall be made payable at the time of closing to either (a) the Declarant, until such time as a Homeowner's Association is formed, or (b) The Enclave at Dial Farm Homeowners Association, Inc., after its formation pursuant to Section 5.2 of the Declaration. Until the formation of the Homeowner's Association, the Annual Dues shall be $500.00, and shall be made payable to the Declarant. Any dues not paid within 30 days of the due date shall be assessed a late fee of 10% and shall constitute an automatic continuing lien against the Lot assessed. The first Owner of each Lot, excluding a Builder, shall pay a prorated annual amount, to be prorated from January 1st to December 31st.

6.3 Future Assessments: Should an increase in the dues be necessary in the future, the Board of the Association shall prepare a budget covering the estimated costs of operating the Association for the coming year. The Board shall cause the budget to be levied equally against each lot. The board shall deliver to each member a copy of the budget and a notice of assessment for the following year at least 30 days prior to the end of the Association's fiscal year. The budget and the assessment shall become effective unless disapproved at a meeting by a majority of the Total Association Vote. If the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year. Future annual assessments shall be levied equally on all lots and shall be paid in such manner and on such dates as may be fixed by the Association. Dues not paid within 30 days of the due date fixed by the Association shall be deemed to be in default, and will accrue interest, late charges, and may include attorney's fees that are actually incurred in an attempt to collect the debt. These charges shall be a continuing lien upon the Lot against which each assessment was made, and shall also be the personal obligation of the person who was the Owner of such Lot at the time the Assessment fell due.

6.4 Superiority of Lien for Assessments: The lien specified shall be in favor of the Association and shall be superior to all other liens and encumbrances on such Lot, except for:

(a) Lien for Property Taxes due, or

(b) Any unpaid valid First Mortgage created by any Lot owner duly recorded in the records on Walton County, Georgia, or

(c) Any unpaid valid First Mortgage created by the Declarant duly recorded in the lad records of Walton County, Georgia

All other persons or entities acquiring liens or encumbrances on any Lot after this Declaration has been recorded shall be deemed to have consented that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances. Any delinquent assessments not paid within 30 additional days, a lien shall attach, which shall include late charges, interest computed at 18% per annum on the principal amount due, and reasonable attorney's fees incurred, and other amounts provided or permitted by law. In the event the assessment remains unpaid for 60 days, the Association may, as the Board shall determine, institute suit to collect such amounts and/or to foreclose its lien. Each owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agnates the right to bring all actions against each owner personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Declaration shall be in favor of the Association and

shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same.

ARTICLE 7 – ENFORCEMENT

7.0 Right of Enforcement: This Declaration and the Restrictions contained herein shall insure to the benefit of and shall enforceable by (a) The Declarant, so long as it is an Owner; and (b) the Enclave at Dial Farm Homeowners Association, and (c) The Architectural Control Committee, and (d) each Owner, his legal representative, heirs, successors, and assigns.

7.1 Specific Performance: Nothing contained in these Covenants shall be deemed to affect or limit the right of the Declarant or any Owner to enforce the restrictions by appropriate judicial proceedings or to recover damages. However, it is hereby declared that it may be impossible to measure accurately in money the amount of damages which would accrue to a beneficiary hereof, its transferees, successors, or assigns, by reason of a violation of, or failure to perform any of the obligations provided by these Covenants. Therefore, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available, at law or in equity, to enforce the provisions hereof.

7.2 No Waiver: The failure of the Declarant or the Owner of any Lot, his heirs, legal representatives, successors or assigns, to enforce any Restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation and breach, or as to any violation or breach occurring prior to subsequent thereto.

7.3 Violations: Any violation of any of the Covenants herein set forth by a person, firm or corporation obligated to comply with the same, in such event, any person entitled to protection under these Covenants may proceed at law or in equity or in any court, either civil or criminal, to prevent a reoccurrence of said violation or to recover damages for such violation.

7.4 Damages: Any Owner violating these Covenants or permitting the Covenant to be violated by a person occupying his or her premises, agrees to liquidated damages not to exceed $50.00 a day for each violation, it is agreed that the damages shall be recoverable for each calendar day the violation continues. The recovery may be made by the aforesaid Homeowner's Association, Declarant or the ACC or any owner of a Lot or parcel subject to these damages to more than one person, plaintiff, or complainant.

ARTICLE 8 – DURATION AND AMENDMENT

8.0 Duration: The provisions of these Covenants shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by Georgia

Law. Provided, however, so long as Georgia law limits to twenty (20) years the period during which Covenants restricting lands to certain uses may run, any provision of these Covenants affected thereby shall run with the land and bind the land for a period of twenty (20) years from the date these Covenants are filed for record in Walton County, Georgia, after which time such provision shall be automatically extended, if permitted by law, for successive periods of ten (10) years, unless an instrument, signed by at least 75% of the then owners of record of Enclave at Dial Farm Subdivision, and the holders of first mortgages on their Lots, has been recorded in the Walton County records, agreeing to terminate or change such provisions in whole or in part in relation to the duration of these Covenants. Every purchaser or grantee of any interest in any portion of the Property, by acceptance of a deed or other conveyance thereof, thereby agrees that the provisions of these Covenants may be extended and renewed by this section.

8.1 Amendment by Declarant: These Covenants may be amended unilaterally at any time and from time to time by Declarant so long as it is still an owner of any lot, if: (a) such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or (b) such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to these Covenants, or (c) Declarant desires to add additional property to be bound by these Covenants.

8.2 Amendment by Owners: These Covenants may be amended at any time and from time to time by an Agreement signed by at least seventy-five percent (75%) of the Lot Owners; provided, however, such amendment by the Owners shall not be effective unless also signed by the Declarant, if the Declarant is the owner of any land subject to these Covenants. No amendment to the provisions of these Covenants shall alter, modify, change, or rescind any right title interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot affected thereby unless such holder shall consent in writing thereto. Any amendment would be subject to the deed restriction in compliance with the Open Space Conservation Residential Overlay District.

8.3 Effective Date of Amendment: Any such amendment shall not be effective until the instrument evidencing such change has been filed for record in the Office of the Clerk or the Superior Court of Walton County, Georgia.

ARTICLE 9 - MISCELLANEOUS

9.0 Severability: Invalidation of any one of these Covenants by Judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect. These Covenants shall likewise be considered severable with the respect to their imposition by the undersigned in deeds of conveyance as eliminate the applicability of one or more such Covenants by enumerating them in any such deed of conveyance.

9.1 No Waiver: The failure of the Declarant, the ACC, or the Association to insist in any one or more cases upon the strict performance of any of the terms, Covenants, provisions or agreements herein contained shall not be construed as a waiver or a relinquishment in the future of the enforcement of any such terms, Covenants, conditions, provisions or agreements. The acceptance of performance of anything required to be performed with knowledge of a breach of the terms, Covenants, conditions, provisions or agreements shall not be deemed a waiver of such breach and no waiver by the Declarant, the ACC, or the Association of any of the terms, Covenants, conditions, provisions or agreements shall be deemed to have been made unless expressed in writing and signed by an officer of Declarant or the Association.

9.2 Zoning: Zoning regulations applicable to property subject to this declaration shall be observed. In the event of any conflict in any provision of such zoning regulations or restriction and the restriction of the declaration, the more restrictive provisions shall apply.

9.3 No Reverter: No restriction herein is intended to be, or shall be construed as a condition subsequent or as creating a possibility of a reverter.

9.4 Headings: The headings of the Articles and Sections hereof are for convenience only and shall not affect the validity of any other provision hereof.

9.5 Gender: Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural, and vice versa.

9.6 Notices: All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures, or consent of any kind made pursuant to this Declaration, whether made by the Declarant, the Owner, or any other person, shall be in writing. All such writings shall be sufficient only if delivered in person to the recipient, or deposited in the U.S. Mail with adequate postage and sent to the following address:

To Declarant: **Dial Farm Holdings, LLC**
990 Green Street SW,
Conyers, GA 30012
Attn: William H. Coleman

To Owners(s): **Each Owner's address according to the system of naming streets and numbering houses then in effect.**

Any written communication transmitted in accordance with Section 9.7 shall be deemed received on the third (3rd) business bay following the day such written notice is deposited in the U.S. Mail.

9.7 **No Liability:** Declarant has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every owner shall have the right to the power to enforce the terms and provisions of this Declaration against every other owner. However, in the event that this Declaration is, for any reason whatsoever, unenforceable by the Owner (or by any other person) in Court of law or otherwise, neither Declarant nor Declarant's attorney shall have any liability of any kind as a result of the non-enforceability of these Covenants, and each and every Owner, by acceptance of a deed conveying a Lot, acknowledges that Declarant shall have no liability.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed in its name and by its agent duly authorized on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

M. CHAUDHURI NOTARY My Comm Expires February 19, 2021 PUBLIC NEWTON COUNTY, GEORGIA

Declarant:
Dial Farm Holdings, LLC

By:_____(SEAL)
William H. Coleman, Managing Member

Declaration of Protective Covenants for The Enclave at Dial Farm Subdivision

LENDER CONSENT:

Liberty First Bank, as Grantee under that certain Security Deed recorded at Deed Book 4274, Page 195, Walton County, Georgia records, as modified, does hereby consent to the recording of these covenants and hereby submits their Property as described in the heretofore referenced Security Deed in the Walton County, Georgia records, to be bound and subject to this Declaration of Protective Covenants for The Enclave at Dial Farm, even in the event of foreclosure.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

SONYA P LASETER NOTARY PUBLIC Exp. June. 15, 2023 WALTON COUNTY, GA

Lender:
Liberty First Bank

By: _____ President (SEAL)

Attest: _____ AVP (SEAL)

Exhibit "A"

ALL THAT TRACT or parcel of land lying and being in Land Lot 174 of the 4th District, Walton County, Georgia, being Lots A1-A15, B1-B16, C1-C17, and F45-F46, of THE ENCLAVE AT DIAL FARM, Phase I, as per plat recorded at Plat Book 119, Page 148-152, Walton County, Georgia records, which plat is incorporated herein and made a part hereof by this reference.

TOGETHER WITH all common areas, easements, Open Space and other appurtenances shown on said plat.

BYLAWS OF

THE ENCLAVE AT DIAL FARM HOMEOWNERS ASSOCIATION, INC.

ARTICLE I. NAME AND OFFICES

SECTION 1. Name. The name of this Corporation shall be **THE ENCLAVE AT DIAL FARM HOMEOWNERS ASSOCIATION, INC.**

SECTION 2. Registered Office and Agent. The Corporation shall maintain a registered office in the State of Georgia, and shall have a registered office whose address is identical with the address of such registered agent, in accordance with the requirements of the Georgia Nonprofit Corporation Code.

SECTION 3. Other Offices. The Corporation may have other offices at such place or places, within or without the State of Georgia, as the Board of Directors may determine from time to time or the affair of the Corporation may require or make desirable.

ARTICLE II. MEMBERS

SECTION 1. Mandatory Membership. Every person who is the owner ("Resident Members") of a Lot of The Enclave at Dial Farm Subdivision shall be a member of the Association, and subsequent additions as recognized by the Board of Directors, shall become members of the Corporation upon payment of dues and satisfaction of such membership and regulations as the Board of Directors may duly adopt. No owner, whether one or more persons shall have more than one membership per Lot. All co-owners shall be jointly and severally obligated to perform the responsibility of the Owners. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

SECTION 2. Membership Classifications. There shall be two classifications of Membership:

(a) Resident Members. The Corporation shall have Resident Members which shall be restricted to persons that are record owner(s) of a lot or improved lot located in The Enclave at Dial Farm Subdivision. Resident Members shall have the voting rights of the Corporation as set forth herein.

(b) Developer Members. The Corporation shall have Developer Members. Dial Farm Holdings, LLC shall be a Developer Member and shall designate one person each to act as representative. William H. Coleman shall be designated initially by Dial Farm Holdings, LLC to represent them. The Developer Members Classification shall terminate when one hundred percent (100%) of the lots have been sold to individual homeowners and is not dependent on Dial Farm Holdings, LLC or any entity controlled upon Dial Farm Holdings, LLC for financial support unless a Developer Member is voluntarily replaced by a Resident Member at the Developer Member's option. The determination of whether the Corporation is self-sufficient and is not dependent upon Dial Farm Holdings, LLC or any entity controlled by Dial Farm Holdings, LLC for financial support shall be made by the Developer Members Classification, in its sole discretion.

SECTION 3. Rules, Regulations, Resolutions and Limitations. The Board of Directors may at any time and from time to time adopt, amend, alter and repeal rules, regulations and resolutions governing and limiting the number of Memberships, the scope of Membership privileges, and such other matters, whether or not relating to Membership, as the Board of Directors may determine to be in the best interest of the Corporation; provided, however, that no rule, regulation and resolution shall be adopted, amended, altered or repealed that would in any way prevent any person residing in a home located in The Enclave at Dial Farm Subdivision from being accepted for Membership.

SECTION 4. Annual Meeting. A meeting of the members of the Corporation shall be held annually each year on such date and at such time and place as may be fixed from time to time by the Board of Directors of the Corporation for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Georgia, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting of the members, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as arrangements may conveniently be made.

SECTION 5. Special Meetings. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors, and shall be called by the President at the request of not less than twenty-five (25%) percent of the Resident Members of the corporation in good standing.

SECTION 6. Place of Meeting. The Board of Directors may designate any place, within the County of Walton and/or County of Rockdale, State of Georgia, unless otherwise prescribed by statute, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. A waiver of notice signed by all members entitled to vote at a meeting may designate any place, either within or without the State of Georgia, unless otherwise prescribed by statute, as the place for the holding of such meeting.

SECTION 7. Notice of Meeting. Written notice stating the place, day and hour of the meeting and, in case of special meeting, the purpose or purposes for which the meeting is called, shall unless otherwise prescribed by statute, be delivered not less than ten nor more than thirty days before the date of the meeting, either personally or by mail, at the direction of the President, or the

Secretary, or the persons calling the meeting, to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the official membership list of the corporation, with the postage thereon prepaid.

SECTION 8. Waiver of Notice. A written waiver of notice signed by a member, whether before or after a meeting, shall be equivalent to the giving of such notice. Attendance of a member at a meeting shall constitute a waiver of notice of such meeting and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner of the meeting in which it has been called or convened, except when a member attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of business.

SECTION 9. Member Lists. The Officer or agent having charge of the official membership list shall make a complete list of the members entitled to vote at each meeting of members or any adjournment thereof, arranged in alphabetical order. Such list shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any member during the whole time of the meeting for the purposes thereof.

SECTION 10. Action Without Meeting. Any action of the members of the corporation may be taken without a meeting, if written consent setting forth the action so taken, shall be signed by all the members entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the members.

SECTION 11. Voting. On matters upon which resident members are entitled to vote, each resident member of the Corporation in good financial standing shall be entitled to one (1) vote at every meeting of the members which such member attends. Voting shall be restricted to a maximum of one (1) vote per household/lot. When more than one person holds an ownership

interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one person seeks to exercise it.

SECTION 12. Member Quorum; Manner of Voting; Roberts Rules. Unless otherwise required in the Articles of Incorporation, twenty-five percent (25%) of the Resident Members appearing in person, by proxy or by absentee ballot shall constitute a quorum at an annual or special meeting of Resident Members. If a quorum is present, unless otherwise provided by law or in the Articles of Incorporation, the affirmative vote of a majority of the Resident Members at the meeting entitled to vote on the subject matter shall be the act of the Resident Members. After a quorum has been established at a meeting, the subsequent withdrawal of Members, so as to reduce the number of Members entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof. If a quorum is not present when a meeting starts, then a majority of the Resident Members at the meeting may adjourn the meeting from time to time without further notice until a quorum is present. There shall be no cumulative voting. The order of business and procedure shall conform to Roberts Rules of Order, as revised from time to time.

SECTION 13. Membership Certificate. After an individual has qualified to be a member, such member may be issued an appropriate membership certificate.

SECTION 14. Termination of Membership. The Board of Directors by affirmative vote of a majority of all members of the Board may suspend or expel a Resident Member for cause after an appropriate hearing. Also, the Resident Members of the Corporation by a majority vote of the members of the Corporation present at any regularly constituted meeting may terminate the

membership of any member who becomes ineligible for membership, or suspend or expel any member who shall be in default in the payment of dues.

SECTION 15. Resignation. Any member who resigns must file a written resignation with the Secretary, but such resignation shall not relieve the member so resigning of the obligation to pay annual dues.

SECTION 16. Reinstatement. A former member may, upon written request signed by such former member and filed with the Secretary of the Board of Directors, be reinstated to membership by an affirmative vote of a majority of all the members of the Board upon such terms as the Board of Directors may deem appropriate and consistent with these Bylaws.

ARTICLE III. BOARD OF DIRECTORS

SECTION 1. General Powers. The business and affairs of the corporation shall be managed by its Board of Directors.

SECTION 2. Elections. After termination of the Developer Members Classification of Membership, the Board of Directors shall be elected annually, in accordance with Article III of the Bylaws, at the annual meeting of Members, or at a special meeting in lieu of the annual meeting of Members or by written consent of the Members entitled to vote thereon. If the election of Directors is not held on the date designated therefor, the Directors shall cause such election to be held as soon thereafter as is convenient. The Directors shall serve for a term of one year and until their successors are elected and qualified.

SECTION 3. Number, Tenure and Qualifications. The initial Board of Directors shall consist of one (1) member. Until termination of the Developer Members Classification of Membership, Board of Directors shall consist of three (3) Members which the Developer Members shall appoint, remove and replace, at any time from time to time, as they may determine in their sole

discretion. Directors appointed by the Developer Members need not be members of the Corporation. After termination of the Developer Members Classification of Membership, the number of directors of the Corporation shall be three (3) and each director shall hold office for a one-year term, and until his successor shall have been elected and qualified. After termination of the Developer Members Classification of Membership, all Directors shall be Resident Members of the Corporation.

SECTION 4. Nominating Committee and Election Procedure. After termination of the Developer Members Classification of Membership, at a regular meeting of the Board of Directors at least sixty (60) days before the annual meeting of Resident Members, the President, with the approval of the Board of Directors, shall appoint a Nominating Committee of three (3) Resident Members. The Nominating Committee shall do the following:

(a) Provide two (2) or more Resident Members in good standing as nominees for each Directorship position to be filled. If two such nominees are not available for each position, the Committee shall at least provide a total of two (2) more nominees than there are positions to be filled.

(b) Present the names of the nominees to the Board of Directors at a regular meeting of the Board at least forty (40) days before the annual meeting of Resident Members.

The names of all of the nominees to fill the Directorship positions shall be listed in alphabetical order on one ballot. The ballot shall be mailed to each Resident Member at least thirty (30) days before the annual meeting. At the annual meeting, any Resident Member may nominate any other Resident Member for Director in addition to the other nominees. Resident Members may vote in person, by proxy or by absentee ballot. Each Resident Member shall vote for the number of Directorship positions that are to be filled at the meeting; so that if there are three positions to be

filled, each Resident Member shall vote for three persons. The number of votes received by each nominee will determine not only the persons elected but also the positions to which those persons are elected; that is, the nominee with the highest number of votes will fill the Directorship position with the longest term; the nominee with the next highest number of votes will fill the Directorship position with the next longest term; and so forth.

SECTION 5. Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this bylaw immediately after, and at the same place as, the annual meeting of members. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

SECTION 6. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or upon written request of two directors. The person or persons authorized to call special meetings of the Board of Directors may fix the place for holding any special meeting of the Board of Directors called by them.

SECTION 7. Notice. Notice of any special meeting shall be given at least ten (10) days previously thereto by written notice delivered personally or mailed to each director at his business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepared. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

SECTION 8. Quorum. A majority of the number of directors fixed by Section 3 of this Article III shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

SECTION 9. Action Without a Meeting. Any action that may be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed before such action by all of the Directors.

SECTION 10. Participation in Meetings Through Any Means of Communication. Directors may participate in meetings of the Board of Directors through the use of any means of communications by which all directors participating may simultaneously hear each other during the meeting and participation by such means shall constitute presence in person at such a meeting.

SECTION 11. Compensation. Members of the Board of Directors shall serve without compensation.

SECTION 12. Presumption of Assent. A Director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE IV. OFFICERS

SECTION 1. Number. The Officers of the corporation shall be a President, a Vice-President who also shall be the President-Elect, a Secretary, and a Treasurer, each of whom shall be

elected by the Developer Members. Such Officers shall serve as ex-officio members of the Board of Directors with full voting rights.

SECTION 2. Election and Term of Office. The Officers of the corporation are to be elected annually by the members at the annual meeting of the members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as arrangements may conveniently be made. Each officer shall hold office for one year or until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Developer Members shall have the right of officers until such time that one hundred percent (100%) of the lots have been conveyed to Homeowners in The Enclave at Dial Farm. These homeowners will then be responsible for the notification of all other owners of a specially called meeting, which shall be the initial meeting of The Enclave at Dial Farm Homeowners Association. The purpose of this meeting will be to hold an election for Officers, who shall serve for the remainder of the Fiscal year in which said initial meeting was held. These meetings shall subsequently be held each year, on approximately the lst day of October, to re-elect officers who shall serve for one year. The Developer shall transfer all unexpended assessments held by the Developer to the Association at the time of this initial meeting and election.

SECTION 3. Removal. Any officer or agent may be removed by the Board of Directors whenever in its judgment, the best interest of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

SECTION 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. President. The President shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the corporation. He shall, when present, preside at all meetings of the members and of the Board of Directors. He may sign, with the secretary or any other proper officer of the corporation thereunto authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. The President shall approve all committee Chairmen. The President shall serve on the Board of Directors as an ex-officio member of the Board of Directors with full voting rights for the year following his Presidency.

SECTION 6. Vice-President. In the absence of the President or in event of his death, inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors. The Vice-President shall be the President-Elect and shall serve as President of the Corporation for the year following his Vice-Presidency.

SECTION 7. Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the members and of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the

corporation is affixed to all documents the execution of which on behalf of the corporation under its seal is duly authorized; (d) to keep a list of the post office address of each member; and (e) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 8. Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and (c) in general perform all of the duties incident to the Office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 9. Salaries. Officers of the Corporation shall serve without compensation.

ARTICLE V. EXECUTIVE AND OTHER COMMITTEES

SECTION 1. Creation of Committees. The Board of Directors may, by resolution passed by a majority of the whole Board, designate an Executive Committee and one or more other committees.

SECTION 2. Executive Committee. The Executive Committee (if there is one) shall consult with and advise the Officers of the Corporation in the management of its affairs and shall have and may exercise, to the extent provided in the resolution of the Board of Directors creating such Executive Committee, such powers of the Board of Directors as can be lawfully delegated by the Board.

SECTION 3. Other Committees. Such other committees shall have such functions and may exercise such power of the Board of Directors as can be lawfully delegated and to the extent provided in the resolution or resolutions creating such committee or committees.

SECTION 4. Meetings. Regular meetings of the Executive Committee and other committees may be held without notice at such time and at such place as shall from time to time be determined by the Executive Committee or such other committees, and special meetings of the Executive Committee or such other committees may be called by any member thereof upon two (2) days' notice to the other members of such committee, or on such shorter notice as may be agreed to in writing by each of the other members of such committee, given either personally or in the manner provided in these Bylaws pertaining to notice for Directors' meetings.

SECTION 5. Vacancies. Vacancies on the Executive Committee or on other committees shall be filled by the Board of Directors then in office at any regular or special meeting of the Board of Directors.

SECTION 6. Quorum. At all meetings of the Executive Committee or other committees, a majority of the committee's members then in office shall constitute a quorum for the transaction of business.

SECTION 7. Manner of Acting. The acts of a majority of the members of the Executive Committee or other committees present at any meeting at which there is a quorum shall be the act of such committee.

SECTION 8. Minutes. The Executive Committee (if there is one) and the other committees shall keep regular minutes of their proceedings and report the same to the Board of Directors when required.

ARTICLE VI. CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. Contracts. The Board of Directors may authorize any office or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. Checks, drafts, etc. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. The funds of the Corporation shall be disbursed by check, draft or money order only.

SECTION 4. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

SECTION 5. Gifts. The Board of Directors may accept on behalf of the corporation the contribution gift bequest or devise for any purpose of the corporation.

ARTICLE VII. FISCAL YEAR

The fiscal year of the corporation shall begin on the 1st day of January and end on the 31st day of December in each year.

ARTICLE VIII. CORPORATE SEAL

The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation and the state of incorporation and the word, "Corporate Seal".

ARTICLE IX. WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any member or director of the corporation under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of the Georgia Nonprofit Corporation Code, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE X. DUES

SECTION 1. Dues. The dues and/or assessments for each member is set by the covenants. Dues shall not exceed Five Hundred and 00/100 Dollars ($500.00) per annum unless amended pursuant to covenants. Each Owner purchasing a Lot with a completed residential home shall pay, at closing, an initiation fee of $500.00. Dues paid more than thirty (30) days late shall incur a ten percent (10%) late fee,

SECTION 2. Date Payable. Dues for the upcoming year shall be paid no later than January 2nd of each year.

SECTION 3. Penalty. The Board of Directors may by resolution set an amount as penalty for failure to pay dues or assessments on time.

ARTICLE XI. RECORDS

The corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of the corporate Board of Directors Committees, having exercised any

authority granted, by the Board of Directors and shall keep at the principal office a record giving the names and addresses of the members entitled to vote. All books and records of the corporation may be inspected by any member or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE XII. EXPENDITURES

All expenditures in excess of One Thousand and 00/100 Dollars ($1,000.00) must be submitted to the Board of Directors for its approval.

SECTION 1. Default of Termination of Membership. When any member is in default in the payment of dues for a period of two (2) months from the beginning of the period for which such dues became due, his membership may thereupon be suspended or terminated by the Board of Directors as provided hereinabove.

ARTICLE XIII. INDEMNIFICATION

SECTION 1. Right of Indemnification. Subject to the provisions of Section 2 of this Article, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Corporation in which such person was adjudged liable to the Corporation or in any other proceeding in which such person was adjudged liable on the basis that personal benefit was improperly received by such person) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in a manner he believed in good faith to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement,

conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, be determinative that the person did not act in a manner which he believed in good faith to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

SECTION 2. Determination and Authorization of Indemnification. Any indemnification under Section 1 of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he had met the applicable standard of conduct set forth in said Section 1. Such determination shall be made (a) by the Board of Directors, by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding; (b) if such quorum is not obtainable, by a majority vote of a committee duly designated by the Board of Directors (in which designation directors who are parties may participate), consisting solely of two or more directors not at the time parties to the proceeding; (c) by special legal counsel selected by the Board of Directors or its committee in the manner prescribed in (a) or (b) above; or if a quorum cannot be obtained or under (a) above and a committee cannot be selected under (b), by majority vote of the full Board of Directors (in which selection directors who are parties may participate; or (d) by the members who are not parties to the proceeding.

SECTION 3. Mandatory Indemnification. If a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise as a party to any action, suit or proceeding, referred to in Section 1 of this Article, or with respect to any claim, issue or matter therein (to the extent that a portion of his expenses can be reasonably allocated thereto), he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

SECTION 4. Advance for Expenses. Reasonable expenses incurred in connection with a civil, criminal, administrative or investigative action, suit or proceeding, or threat thereof, may be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors in the specific case upon receipt of a written affirmation of such person of his good faith belief that such person has acted in a manner which he believed good faith to be in or not opposed to the best interest of the Corporation, and, with respect to any criminal action or proceeding had no reasonable cause to believe that his conduct was unlawful and an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this Article.

SECTION 5. Insurance. By action of the Board of Directors, notwithstanding any interest of the directors in the action, to the full extent permitted by applicable law the Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article or of Section 14-2-851 or Section 14-2-852 of the Official Code of Georgia Annotated.

SECTION 6. Non-exclusivity. The provisions for indemnification and advancement of expenses provided by this Article shall not be deemed exclusive of any other rights, in respect of indemnification or otherwise, to which those seeking indemnification may be entitled under any bylaw, agreement, either specifically or in general terms, resolution, or approved by the affirmative vote of the members entitled to vote thereon taken at a meeting the notice of which specified that such bylaw, resolution or agreement would be placed before the members, both as to action by a

director, officer, employee or agent in his official capacity and as to action in another capacity while holding such office or position, except that no such other rights, in respect to indemnification or otherwise, may be provided or granted with respect to the liability of any director, officer, employee or agent for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (c) liabilities of a director imposed by Section 14-2-832 of the Georgia Business Corporation Code; or (d) any transaction from which the director, officer, employee, or agent derived an improper personal benefit.

ARTICLE XIV. COVENANTS

The Declaration of Covenants, Conditions and Restrictions for The Enclave at Dial Farm (the "Declaration") have been recorded on _____, at Book _____, Pages _____, Walton County records. By this reference, the Declaration, as may be amended from time to time, is incorporated into and made a part of these Bylaws. In the event of a conflict between the terms of the Declaration and the Bylaws, the Declaration shall control.

ARTICLE XV. AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by majority vote of the qualified members in attendance at any regular or special meeting of the membership, provided, however, that a copy of a proposed amendment shall be filed with the officers of the Corporation and made available to the members at least two (2) weeks prior to holding of any such regular or special meeting.

FENCING & Other GUIDELINES

For The Enclave at Dial Farm - Effect as of 1/1/2022

All fencing must be six-foot-tall wooden shadowbox style fencing as pictured.

Only rear lots may be fenced, and the fence must start at the rear corners of the home.

The fencing on corner lots must be fifteen (15) feet off the sidewalk or the curb if there is no sidewalk on the side street. All fences must be stained within six months after being erected. Approved stain colors are Behr walnut, chestnut, woodchip, pewter and clear.

If the fence is to connect to a neighbors fence you must provide their written permission. We recommend you have your lot surveyed to assure the fence in placed on or within your property line. The HOA does not get involved in property line disputes between neighbors.

Please check with the city as a building permit may be required.

STORAGE SHEDS

Storage sheds must wooden and may not exceed eight (8) feet in height and must be placed on a concrete slab foundation. The shed must be painted to match the trim on the home and have roof shingles like those on the home. The shed must be placed at the rear of the lot and screened with shrubbery. NO metal or Vinyl sheds are allowed.

Please check with the city as a building permit may be required

RECREATIONAL EQUIPMENT

Slides, jungle gyms, trampolines and similar recreational equipment will only be approved once the back yard is fenced.

NOTE:

- Dog or other animal pens or runs are prohibited.
- NO, boats, watercraft, or recreation vehicles may be parked in yards or driveways. It they won't fit in the garage they must be stored outside the community.
- NO tractor trailer trucks are allowed