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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BROOK GLEN AT THE VILLAGE

OWNERS ASSOC., INC.

HORIZON COMMUNITIES, LLC
THIRTY FIVE FIRST STREET
HOSCHTON, GEORGIA 30548

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EXHIBITS

" A" Description of Property

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BROOK GLEN AT THE VILLAGE

THIS DECLARATION is made this___day of _____ 2007 by HORIZON COMMUNITIES, LLC, a Georgia limited liability company ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property described on Exhibit" A " attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, it is contemplated that the Property will be developed for the benefit of the owners of lands from time to time made subject to the terms of this Declaration; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values and to this end, desires to subject the Property to the covenants, conditions, restrictions, easements and liens hereinafter set forth, each of which shall be binding upon and run with the title to the Property; and

WHEREAS, to provide a means for meeting the purposes herein set forth, Declarant deems it desirable to create a nonprofit corporation to which may be delegated and assigned the powers of enforcing the covenants and restrictions.

NOW, THEREFORE, Declarant, for itself and its successors and assigns, declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration shall have the following meanings:

(a) "Articles" shall mean and refer to the Articles of Incorporation of the Association.

(b) "Association" shall mean and refer to Brook Glen at the Village Owners Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

(c) "Bylaws" shall mean and refer to the Bylaws of the Association, as originally adopted by the Board and amended from time to time pursuant to their terms.

(d) "Board" shall mean and refer to the Board of Directors of the Association.

(e) "Common Expense" shall mean and refer to the expenses of operating the Association and meeting the costs incurred relative to performance of the duties of the Association, including without limitation, the costs incurred for operation, maintenance and improvement of any Common Property, including all private

roads located thereon, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles.

(f) "Common Property" shall mean and refer to all real property and any improvements, including parks and trails, located thereon, and all personal property located thereon, from time to time designated by Declarant as being intended to be devoted to the use and enjoyment of Members, maintained and operated by the Association at Common Expense.

(g) "Declarant" shall mean and refer to Horizon Communities, LLC, a Georgia limited liability company, or its successors and assigns. No successor or assignee of Declarant shall have any rights or obligations of Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment or pass by operation of law.

(h) "Design Standards" shall mean and refer to the architectural and environmental standards adopted from time to time by the Design Review Board pursuant to this Declaration.

(i) "Design Review Board" shall mean and refer to the board established pursuant to the terms of this Declaration to adopt and implement the Design Standards.

(j) "Development Plan" shall mean and refer to the nonbinding, master plan included as Exhibit "B" and may be amended from time to time.

(k) "Member" shall mean and refer to each Owner who is a member of the Association as provided in this Declaration.

(l) "Owner" shall mean and refer to the record holder, other than the Association, whether one or more persons or entities, of fee simple title to each Parcel included from
time to time in the Property. Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceeding or by conveyance in lieu of foreclosure. Except as specifically provided to the contrary herein, every Owner shall be treated for all purposes as a single Owner for each Parcel owned, whether or not such ownership is joint, in common or tenancy by the entirety. Wherever used herein "Owner" shall include Declarant unless otherwise expressly provided.

(m) "Parcel" shall mean and refer to each portion of the Property (with the exception of the Common Property and any and all property now or hereafter located within the right- of-way of any public street or road) under separate ownership, subjected to this Declaration.

(n) "Property" shall mean and refer to the real property described on Exhibit" A" attached to this Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property Subject to Declaration. The Property shall be held and
transferred subject to this Declaration.

Section 2. Declarant Consent Required for Amendment. This Article II may not be amended without Declarant's written consent.

ARTICLE III

POWERS AND DUTIES OF AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Association. The Association shall be charged with the duties and vested with the powers prescribed by law and set forth in the Articles, the Bylaws and this Declaration. Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The Board shall conduct the affairs of the Association in accordance with this Declaration, the Articles and the Bylaws. Anything in this Declaration to the contrary notwithstanding, until such time as the Declarant has conveyed to purchasers not affiliated with Declarant all of the Property, or at such earlier date as shall be selected by Declarant, Declarant shall be entitled to designate all members of the Board.

Section 2. Membership. Every Owner shall be a Member of the Association. There shall be only one(1) membership per Lot. If a Lot is owned by more than one (1) Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 3.2 (d) and in the By-Laws. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, member, manager, partner or trustee of such Owner, or by any individual designated from time to time by the Owner in a written instrument provided to the secretary of the Association.

Section 3. Voting Rights. The Association shall have two (2) classes of membership, Class "A" and Class "B".

(a) Class "A" Members shall be all Owners except the Class "B" Member, if any. Class "A" Members shall have one (1) equal vote for each Lot in which they hold the interest required for membership under Section 3.1; provided however, there shall be only one (1) vote per Lot and no vote shall be exercised for any property which is exempt from assessment. All Class "A" votes shall be cast as provided in Section 3.2 (d) below.

(b) Class "B". The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve, or withhold approval of, actions proposed under this Declaration, the By-Laws and the Articles, are specified in the relevant sections of this Declaration, the By-Laws and the Articles. The Class "B" Member may appoint a Majority of the members of the Board of Directors during the Class "B" Control Period which shall continue until the first to occur of the following:

(i) When one hundred percent (100%) of the total number of Lots permitted by the Master Plan for the property described on Exhibits "A" and "B" have certificates of occupancy issued thereon and have been conveyed to Persons other than Builders;

(ii) December 31, 2020; or

(iii) When, in its discretion, the Class "B" Member so determines and voluntarily relinquishes such right.

After termination of the Class "B" Control Period, the Class "B" Member shall have a right to disapprove actions of the Board and committees as provided in the By-Laws. The Class "B" membership shall terminate upon the earlier of:

(i) two (2) years after expiration of the Class "B" Control Period; or

(ii) when, in its discretion, the Declarant so determines and declares in a recorded instrument.

Upon termination of the Class "B" membership, the Declarant shall be a Class "A" Member entitled to Class "A" votes for each Lot which it owns.

© Additional Classes of Membership. The Declarant may, by Supplemental Declaration, create additional classes of membership for the owners of Lots within any Additional Property made subject to this Declaration, with such rights, privileges and obligations as may be specified in such Supplemental Declaration, in recognition of the different character and intended use of the property subject to such Supplemental Declaration.

(d) Exercise of Voting Rights by Class "A" Members. If there is more than one (1) Owner of a Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and advise the secretary of the Association in writing prior to the vote being taken. Absent such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it. No vote shall be exercised on behalf of any Lot if any assessment for such Lot is delinquent.

Section 4. Multiple Ownership. Each vote in the Association must be cast as a single vote. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Parcel, it shall thereafter be conclusively presumed for all purposes that he was or they were acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes are cast for a particular Parcel, none of said votes shall be counted.

Section 5. Duties. Powers and Authority of the Association. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Georgia, subject to such limitations upon the exercise of such powers as set forth in the Articles, the Bylaws, or this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, assigned, required or permitted to be done by this Declaration, the Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of Owners and for the maintenance, administration and improvement of the Property.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Member's Easements of Enjoyment. Subject to the provisions of this Declaration, the Association, Declarant (until such time as Declarant has conveyed out to an unaffiliated purchaser title to all of the Property) and every Member shall have a non-exclusive right, license, privilege and easement of use and enjoyment in and to the Common Property and such rights shall be appurtenant to and shall pass with the title to every Parcel. Said rights shall include, but not be limited to, the following

a) Right-of-way for ingress and egress in, through, over, under and across the streets, roads and walks in the Common Property;

(b) Rights and easements of drainage across storm water drainage and retention structures and areas, and to connect with, maintain and make use of utility lines, wires, pipes, conduits and cable television lines which may from time to time be in or along the streets and roads or other areas of the Common Property; and

(c) Rights to use the Common Property for any purpose consistent with this Declaration, the Bylaws and rules and regulations of the Association, and applicable governmental regulations.

Section 2. Title to Common Property. Declarant may retain title to all or any portion of the Common Property until such time as it has completed improvements thereon and until such time as the Association is able to maintain the same. Declarant may convey certain items of the Common Property and retain others. Declarant shall convey to the Association all completed Common Property no later than at such time as Declarant has conveyed to owners other than Declarant or any affiliate of Declarant fee simple title to one hundred percent (100 %) of the Parcels. The conveyance of the Common Property to the Association shall be deemed to contain the following covenant which shall run with the land and shall be binding upon the Association, its successors and assigns, for so long as such property shall remain subject to this Declaration: In order to preserve and enhance the Property values and amenities of the properties, the Common Property and all landscaping, drainage and other improvements now or hereafter built or installed thereon shall at all times be maintained in good repair and condition.

Section 3. Extent of Members' Easements. The rights and non-exclusive easements of use and enjoyment created hereby shall be subject to the following:

(a) The Association, subject to the rights of Declarant and Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Property and all improvements thereon.

(b) The right of Declarant without Owner or Association approval prior to conveyance of title to the Association, and the right of the Association thereafter, to grant or dedicate to a governmental agency or a utility, and to reserve, easements and rights-of-way, in, through, under, over and across the Common Property for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, telephone, electricity, and other utilities, and for the completion of the development. No improvement or material may be placed upon any such easement as may damage or interfere with the installation and maintenance of utilities or that may change the direction, or affect the flow, of drainage.

(c) The easements and rights of Declarant reserved and granted by this Declaration.

(d) The right of the Association to grant nonexclusive, permanent rights of use and enjoyment in the Common Property to the owners and occupants of lands and improvements not located within the Property in exchange for services, payments or other consideration.

Section 4. Easement Reserved to Declarant Over Common Property. Declarant hereby reserves to itself and its successors and assigns, such licenses, rights, privileges and easements in, through, over, upon and under all Common Property, including, but not limited to, (1) the right to use the Property for rights-of-way and easements to erect, install, maintain, inspect and use telephone poles, wires, cables, conduits, sewers, water mains, pipes, telephone and electrical equipment, gas, cable television, drainage facilities, ditches or lines, or other utilities or services necessary or convenient for the completion, marketing, and use and enjoyment of the Property, (2) the right to cut any trees, bushes or shrubbery or take any other similar action reasonably necessary to provide utility installation and to maintain reasonable standards of health, convenience, safety and appearance, (3) the right and easement of ingress and egress for purposes of development, construction and marketing, and (4) such other rights as may be reasonably necessary to complete the development of the Property; provided, however, that said reservation and right shall not be considered an obligation of Declarant to provide or maintain any such utility, development, or service. Declarant also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage and other utility lines which may from time to time be in or along

the streets and roads, or within the Common Property. The easements and rights-of-way herein reserved shall continue in existence in favor of Declarant after conveyance of Common Property to the Association until such time as Declarant has sold all land in the Property. This Section 4 of Article IV may not be amended without the written consent of Declarant.

Section 5. Beneficiaries of Easements. Rights and Privileges. The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of the Association, Declarant and Owners, all as set forth elsewhere in this Declaration. Any Owner or Declarant may also grant the benefit of such easement, license, right or privilege to tenants, guests and invitees for the duration of their tenancies or visits, but the same are not intended nor shall they be construed as creating any rights in or for the benefit of the general public.

Section 6. Easement for Encroachments. In the event that any portion of any roadway, walkway, parking area, driveway, water lines, sewer lines, utility lines, sprinkler system, building or any other structure or improvement as originally constructed encroaches on any Parcel, it shall be deemed that Owner of such Parcel or the Association, as the case may be, has granted a perpetual easement to Owner of the adjoining Parcel or the Association, as the case may be, for the continuing maintenance and use of such encroaching improvement or structure. The foregoing shall also apply to any replacements of any such improvements or structures if same are construed in substantial conformity with the original structure or improvement.

ARTICLE V

INSURANCE AND CASUALTY LOSSES

The Board shall have the authority to obtain insurance for insurable improvements on
The Common Property against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief, and to obtain public liability policies covering the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members or agents, and, if obtainable, directors' and officers' liability insurance, and to obtain any and all other types of insurance coverages with respect to such risks or persons as shall be deemed necessary or appropriate by the Board. Any insurance obtained shall include such coverages, contain such deductibles provisions and be in such limits determined by the Board. The Association shall also have the discretion to self-insure against any risk. Premiums for insurance shall be a Common Expense if for the benefit of the Association, its officers or directors, the entire membership as a group, or relate to the Common Property.

All insurance obtained by the Board shall be written in the name of the Association, as Trustee, for the respective benefitted parties. Authority to adjust losses under policies in force on the Common Property and obtained by the Association shall be vested in the Board; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations related thereto.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien: Obligation of Assessments.

(a) Lien. Each Owner by acceptance of a deed to any Parcel included in the Property, whether or not it shall be so expressed in any such deed or other conveyance, hereby does covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special

assessments, and (3) individual assessments, such assessments to be fixed, established and assessed to the Members as hereinafter provided. The assessments, together with interest thereon, late charges and costs of collection thereof, including court costs and reasonable attorneys' fees, shall be a charge and a continuing lien upon the Parcel against which each such assessment is made from the date on which each such assessment is due. Each such assessment, together with interest, late charges, costs and attorneys' fees, as herein provided, shall also be the personal obligation of the person who was the Owner of such Parcel at the time when the assessment fell due.

(b) Exempt Property . All Common Property subject to this Declaration shall be exempted from the assessments, charges and liens created herein. Declarant, so long as Declarant is the Class B Member of the Association, shall not have the obligation to pay either annual or special assessments.

Except as set forth in this subsection, no land or improvements in the Property shall be exempt from assessments, charges or liens. No Owner may avoid the obligation for the payment of assessments by virtue of non-use or abandonment of the Common Property.

Section 2. Purpose of Assessments. The assessments levied by the Association may be used for the purpose of promoting the recreation, health, safety, and welfare of the lands and Owners in the Property, for the performance by the Association of its duties and the exercise of the powers conferred upon it, for the improvement and maintenance of
properties, services and facilities which have been or will be constructed, installed or furnished upon, and which are devoted to the purpose and related to the use and enjoyment of, the Common Property including, without limitation, the following:

(a) Payment of operating expenses of the Association;

(b) Lighting, improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of project identification signs, directional markers and traffic control devices, and the costs of controlling and regulating traffic on the access ways;

(c) To pay all real and personal property taxes and assessments (if any) separately levied upon or assessed against the Association or the Common Property;

(d) Management, maintenance, improvement and beautification of the Common Property;

(e) Repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Property, and in furnishing services to or for the Members of the Association;

(t) Repair and maintenance of all streets and roadways situated upon the Common Property, which have not been dedicated to any governmental unit;

(g) Funding of appropriate reserves for future repair and replacement; (h) Garbage collection and trash removal; and

(i) Doing any thing necessary or desirable to keep the Property neat and
Attractive or to preserve or enhance the value thereof, or to eliminate hazards, or which may benefit owners or occupants of the Property.

Section 3. Determination of Annual Assessments.

(a) Operating Budget. The Board shall, by majority vote, at least forty-five (45) days prior to the end of the Association's fiscal year, prepare and approve a budget covering the estimated costs of operating the Association during the coming year.

(b) Capital Budget. The Board shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required annual capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing. The annual capital contribution required shall be fixed by the Board and included within the annual operating budget and assessments. A copy of the capital budget shall be distributed to each Member as an appendix to the Operating Budget.

(c) Adoption of Budget. The Board shall cause a copy of the Operating Budget and the projected assessments to be levied for the following year, broken down according to type of Parcel, to be delivered to each Member at least twenty-one (21) days prior to the end of the Association's fiscal year. In the event the Board shall fail to propose a budget, then and until such time as anew, acceptable budget shall have been determined, the budget in effect for the preceding year shall continue for the succeeding year.

(d) Allocation of Assessments Among Parcels. The assessment applicable to any Parcel shall be the total assessments due from the Owners of all Parcels multiplied by a fraction, the numerator of which shall be the number one (1), and the denominator of which shall be the total number of Parcels.

Section 4. Special Assessments.

(a) Special Assessments. In addition to the annual assessments established pursuant to Article VI Section 3 hereof, the Board may levy at any time a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the
Common Property, for the purpose of covering any insufficiency of assessments to fund the actual monetary needs of the Association over and above the budgeted annual assessments, or for any other use or purpose deemed desirable or appropriate by the Board. Special assessments are collectible as set forth below.

(b) Individual Assessment. The Association may levy an individual
Assessment upon any Owner to cover the costs incurred by the Association due to that Owner's failure to maintain its Parcel pursuant to the standards set forth in this Declaration, or to reimburse the Association for any damage to the Common Property caused by any Owner or its lessee or invitee, or for any other purpose permitted by this Declaration. Individual assessments are due fifteen (15) days after receipt of the billing therefore and are collectible as set forth in Article VI Section 7 below.

Section 5. Date of Commencement of Assessments: Initial Annual Assessment: Due ~. The annual assessments provided for herein as to the Property shall commence on the first day of the first full calendar month following the recordation of this Declaration.

Annual assessments shall be due, in advance, on or before the commencement of the year for which imposed; provided, however, the Board shall have the discretion to collect assessments in installments over the year for which they are imposed at such payment intervals as it shall determine. In the event of such

deferred payments, the Board shall also be permitted to charge a uniform rate of interest upon the amounts from time to time remaining unpaid at any rate deemed appropriate by the Board; provided, however, such Rate shall not exceed the statutory usury limit then existing. The Board may accelerate the unpaid balance of any assessment upon default in the payment of any installment thereon.

The amount of the annual assessment to be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Article VI Section 3 hereof as the remaining number of months in that year bears to twelve.

Section 6. Certificate of Payment. Upon request, the Association shall furnish to any Owner liable for assessments a certificate in writing signed by an officer of the Association setting forth whether said assessments have been paid.

Section 7. Effect of Non-Payment of Assessment. If any assessment is not paid when due, such assessment shall become delinquent and the delinquent assessment, together with interest thereon and/or late charges imposed by the Board at its discretion, and the cost of collection thereof and interest thereon shall be secured by a continuing lien on the Parcel and improvements located thereon with respect to the ownership of which the assessment accrued, which shall bind such Parcel and improvements and the then Owner, its heirs, successors, personal representatives and assigns. Such lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority, and except as to the lien of any institutional first mortgage, as hereinafter provided. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title (except as a lien upon the affected Parcel) unless expressly assumed by them, but no such assumption shall relieve any Owner personally obligated hereby for delinquent assessments from such Owner's personal liability therefore.

10% Late Fee 18% Int.

If the assessment or installment thereon is not paid within thirty (30) days after the due date, then the same shall bear interest from the date due at the highest rate allowed by Georgia law or at such lesser rate as may be determined by the Board. The Association
may bring an action at law for collection against the Owner personally obligated to pay the same and/or to foreclose the lien against the Parcel and improvements thereon in the same manner as foreclosure of a mortgage, and there shall be added to the amount of such assessment the aforesaid interest, late charges, if any, costs of collection and court costs, and attorneys' fees, including court costs and attorney's fees upon appeal. Costs of collection shall be recoverable whether or not suit be brought.

If it becomes necessary for the Association to file a claim of lien against any Parcel, a lien fee in an amount set by the Board may be charged. Such lien fee shall be added to the unpaid assessment, and shall be secured by the lien hereby created.

Section 8. Subordination of the Lien to Certain Mortgages. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any Parcel and held by a commercial or savings bank, savings and loan association, trust company, credit union, industrial loan association, insurance company, pension fund, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender, or any private or governmental institution or agency which has insured the loan of any such lender, or any combination of any of the foregoing entities; provided, however, that a sale or transfer of any property pursuant to a decree of foreclosure, or pursuant to any proceeding in lieu of foreclosure, shall not relieve such property from liability for any assessments which thereafter become due, nor from the lien of any subsequent assessment. Said assessment liens, however, shall be subordinate to the lien of any such mortgage or mortgages thereafter placed upon the Property.

Section 9. Adjustment or Abatement of Assessments. The Board is authorized to enter into agreements with or to grant concessions to any Owner or group of Owners, whereby said party may perform anyone or more of the functions, duties or prerogatives of the Association and to receive in exchange therefore a reduction on any assessments or any other obligations to the Association which otherwise would be payable by said party or its members.

Section 10. Association Agreements for Use of Common Property. The Board shall have the authority to grant to the owners and occupants of land not subject to this Declaration non-exclusive rights of use in and to the Common Property and improvements thereon in consideration of services, payments, or both, or any other consideration passing - to or for the benefit of the Association in such amounts and upon such terms as acceptable to the Board in its discretion. The services therein referred to may include but are not limited to the performance of one or more duties, functions or prerogatives of the Association such as, but not limited to, maintenance.

Section 11. Fines Levied For Noncompliance With Covenants. The Board shall have the authority to levy fines for homeowners who refuse to comply with the covenants of the development. The Board shall provide the offending homeowner with a written request defining the specific item of noncompliance and the homeowner shall have thirty (30) days to comply. Upon expiration of the thirty (30) day notice period the Board shall notify the offending homeowner of the continual noncompliance and shall have the authority to impose a fine consistent with the level of noncompliance. This provision does not prevent the Board from placing a lien on the homeowners property for nonpayment of dues and the lien process may also be available to collect the fines imposed upon homeowners for the items identified in writing that are in noncompliance with the covenants.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Architectural Control. All lands and improvements in the Property are subject to architectural and environmental review. This review shall be in accordance with this Article and the Design Standards described below. No site work, landscaping, utilities extension, drainage improvements, paving, parking areas, building, fence, wall, sign, billboard, change or alteration to the exterior of any existing structures, improvements, or to any existing landscaping, shall be commenced, erected or maintained, nor shall a building permit be obtained therefore, until the plans and specifications showing the nature, size, workmanship, design, signs, shape, finished grade elevation, height, materials and color of the same, together with a detailed landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, shall have been submitted to and approved in writing by the Design Review Board as to consistency with the Development Plan and the Design Standards, harmony of exterior design and materials, location in relation to surrounding structures, and appropriateness of drainage features and topography.

The Design Review Board shall promulgate and revise from time to time the Design Standards. The Design Standards shall be made available to all Members and prospective Members of the Association. The Design Standards may include any and all matters considered appropriate by the Design Review Board not inconsistent with the provisions of this Declaration.

Whenever the Design Review Board adopts different, additional or revised Design Standards, a copy thereof shall be attached to a Certificate executed and acknowledged by not less than a majority of the members of the Design Review Board
Which certifies that the different, additional or revised Design Standards attached thereto

Have been duly adopted. The different, additional or revised Design Standards shall become effective as to all matters requiring Design Review Board approval from and after the date
Of recording of the aforementioned Certificate in the public records of Jackson County, Georgia. Adoption of different, additional or revised Design Standards shall not require amendment of this Declaration.

So long as Declarant owns any Property, Declarant shall be entitled to appoint all members of the Design Review Board. Thereafter, the membership of the Design Review Board shall be determined by the Board. The Design Review Board shall consist of no less than three (3) members, none of whom shall be required to be Owners or occupants of the Property. Declarant may at any time assign in writing its powers of removal or appointment to any entity or person, subject to such terms Declarant may choose to impose. Nothing herein contained shall be deemed to limit the right of an Owner to finish or alter the interior of that Owner's improvements as that Owner deems appropriate or desirable. The concurrence of a majority of the members of the Design Review Board shall be required for any decision of the Design Review Board.

The conclusion of the Design Review Board shall be binding. If in its opinion, for any reason, including purely aesthetic reasons, the Design Review Board should determine that a proposed improvement or alteration is not consistent with the Design Standards, such alteration or improvement shall not be made.

Section 2. Approval or Disapproval. Unless waived in writing by the Design Review Board, all plans and specifications and plot plans shall be prepared by an architect or engineer, said person to be employed at the expense of Owner making the application.
All plan submittals to the Design Review Board shall be accompanied by sets of plans and specifications and plot plans drawn in accordance with the requirements of the Design Standards. All responses of the Design Review Board shall be in writing and shall be accompanied by sets of the plans and specifications and plot plans previously submitted by Owner. Approval of the plans and specifications may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by virtue of the reasonable dissatisfaction of the Design Review Board with the location of the structure on the Parcel, the elevation, the color scheme, the finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the landscaping, or because of its reasonable dissatisfaction with any or all other matters which, in the reasonable judgment of the Design Review Board, will render the proposed item of improvement out of keeping with the Design Standards. Owner shall obtain a written receipt for all plans and specifications and plot plans submitted to the Design Review Board from an authorized agent of the Design Review Board. Plans and re-submittals thereof shall be approved or disapproved within thirty (30) days after receipt by the Design Review Board. Failure of the Design Review Board to respond to a submittal or re-submittal of plans within such period shall be deemed to be an approval of the plans as submitted or re-submitted. Whenever the Design Review Board disapproves plans and specifications, the disapproval shall be accompanied by a written outline of the reasons for such disapproval. The granting of a variance shall not affect in any way Owner's obligation to comply with all governmental laws and regulations affecting the use of Owner's parcel.

Section 3. Waiver of Liability Neither Declarant, the Design Review Board, any member of the Design Review Board, nor the Association, nor any of their representatives shall be liable in damages to anyone submitting plans for approval or to any Owner or occupant of the properties by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of any plans, or the failure to approve any plans. Every person who submits plans for approval agrees, by submission of such plan, and every Owner or occupant of any Parcel agrees, by acquiring title thereto or an interest therein, that it will not bring any action, proceeding or suit to recover any such damages. Approval of any building plans, specifications, site or landscape plans or elevations, or any other approvals or consents pursuant hereto or otherwise is given solely to protect the aesthetics of the Property and shall not be deemed a warranty, representation or covenant that such buildings, improvements, landscaping or other

action taken pursuant thereto or in reliance thereon complies with, or is not in violation of, any applicable laws, rules or regulations.

Declarant, the Design Review Board, or any agent or architect thereof, shall not be responsible in any way for any defects in any plan and specifications and plot plans submitted, revised or approved in accordance with the requirements of the Design Review Board, or for any structural or other defect in any work.

Section 4. Enforcement of Design Standards. Declarant and the Board shall have authority on behalf of the Association to enforce the Design Standards and the decisions of the Design Review Board. Should Declarant or the Association be required to enforce the provisions hereof by legal action, the attorneys' fees and costs incurred, whether or not judicial proceedings are involved, shall be collectible from Owner. Should any Owner fail to comply with the requirements hereof after thirty (30) days' written notice, Declarant and the Association shall have the right to enter upon the Owner's Parcel, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Design Standards, and charge the cost thereof to Owner. Declarant and the Association, or their agents or employees, shall not be liable to Owner or to any occupant or invitee of any Parcel for any trespass or damages or injury unless caused by its gross negligence.

Section 5. Violations: Waiver. The work approved must be performed strictly in accordance with the plans and specifications and plot plans, as submitted and approved. If after such plans and specifications have been approved, the improvements are altered, erected, or maintained upon the property otherwise than as approved by the Design Review Board, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Design Review Board having been obtained. After the expiration of one (1) year from the date of completion of any improvement, addition or alteration, said improvement shall, in favor of purchasers and encumbrances in good faith and for value be deemed to comply with all of the provisions hereof, unless a notice of such noncompliance executed by any member of the Design Review Board shall appear of record in the office of the Clerk of the Superior Court of Barrow and Jackson County, Georgia, or legal proceedings shall have been instituted to enforce compliance with these provisions. Upon approval of the Design Review Board, it shall be conclusively presumed that the location and exterior configuration of any building, structure or other improvement placed or constructed in accordance with the approved plans and specifications and plot plans does not violate the provisions of this Declaration. The approval of the Design Review Board of any plans and specifications and plot plans submitted for approval as herein specified shall not be deemed to be a waiver by the Design Review Board of any plans or specifications if or
when the same features or elements are embodied in any subsequent plans of specifications submitted, nor shall its approval be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 6. Variances. The Design Review Board may authorize variances from compliance from any of the architectural provisions of this Declaration or the design Standards, including without limitation restrictions upon height, size or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may make is desirable to
do so. Such variances must be evidenced in writing and must be signed by at least two (2) members of the Design Review Board and shall be effective upon delivery to Owner. If such variances are granted, no violation of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted.

Section 7. Term of Approval. Approval by the Design Review Board shall be effective for a period of six (6) months from the date the approval is given. If work has not commenced within said six (6) month period, the approval shall have expired and no work shall thereafter commence without written renewal of such prior approval.

ARTICLE VII

MAINTENANCE

Section 1. Owner's Responsibility: Default. Except for those maintenance duties imposed upon the Association, each Owner shall at all times keep and maintain the improvements located on and serving its Parcel in good and presentable condition and repair consistent with the approved plans and specifications therefore. The Association shall have the right to provide exterior maintenance including landscaping upon any Parcel and improvements thereon in the Property in the event of default by any Owner in that Owner's duties hereby imposed; subject, however, to the following provisions: prior to performing any maintenance on a Parcel, the Board shall determine that same is in need of repair or maintenance and is detracting from the overall appearance of the Property. Except in the event of an emergency, prior to commencement of any work, the Board must furnish fifteen (15) days' prior written notice to Owner at the last address listed in the Association's records for said Owner notifying Owner that unless certain specified repairs or maintenance are commenced within said fifteen (15) day period and thereafter diligently pursued to completion, the Association may procure said repairs and charge same to Owner. Upon the failure of Owner to act within said period of time and to thereafter diligently pursue repairs or maintenance, the Association shall have the right to enter upon any Parcel and the exterior of any improvements located thereon, or to hire personnel to do so, to make such repairs, or maintenance specified in the written notice. The Association shall have the right to do such things as, but not limited to, paint, repair, replace and care for roofs, gutters, downspouts and exterior building surfaces, clean or resurface paved access ways and parking areas, trim and care for trees, shrubs, grass, walks, and other landscaping and drainage improvements, as well as to provide general cleanup, and removal of debris which detracts from the setting of the Property. Declarant and the Association, or their agents or employees, shall not be liable to Owner for any trespass or damages or injury to the property or person of Owner or the occupants of the affected Parcel or improvements thereon unless caused by such party's negligence.

Section 2. Assessment of Cost. The cost of the repair or maintenance shall constitute and be an individual assessment against Owner of the Parcel upon which such maintenance is done. Said individual assessment shall be secured by a lien upon the affected Parcel and shall also constitute a personal obligation of Owner. The individual assessment shall be collectible, along with interest at the highest rate allowed by law from date of expenditure to date of payment by Owner, and costs of collection and attorneys' fees, in the same manner as delinquent annual assessments.

Section 3. Access at Reasonable Cost. For the purpose of performing the repairs or maintenance authorized by this Article, the Association, through its agents or employees, shall have the right to enter upon any Parcel and the exterior of any improvements thereon during reasonable hours on any day except Sundays and holidays, except that in an emergency situation, as determined by the Board, entry may be made at any time.

Section 4. Association Maintenance Responsibility. The Association shall maintain and keep in good repair the Common Property and all improvements thereon. Said maintenance obligation shall be deemed to include, but not be limited to, maintenance, repair and replacement of improvements situated upon said Common Property. All maintenance of each Parcel and all parts of any improvements thereon, unless specifically identified as the responsibility of the Association, shall be the responsibility of the Owner of such Parcel.

ARTICLE IX

RESTRICTIVE COVENANTS

The Property shall be subject to the following restrictions, which shall be binding upon each and every Owner and its heirs, personal representatives, tenants, successors and assigns;

Section 1 Landscaping: To further protect the aesthetic nature and character of the Brook Glen at the Village, the Owner shall be responsible for the maintenance of all grass, landscaping and other flora on the front, sides and rear of each Unit. If the Owner fails to maintain the landscaping in accordance with the community wide standard or any rules or regulations set by the Board the Association may maintain the landscaping in accordance with the provisions set forth in Article VII of this declaration and the lot shall be subject to all access and assessment provisions set forth in Article VII.

Section 2. Obnoxious or Offensive Activity. No obnoxious or offensive activity shall be allowed upon the Property, nor shall any use or practice be allowed which is a source of annoyance or discomfort to Owners or their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the Property, nor shall any improper, unsightly, offensive or unlawful use be made of any Parcel or any improvements thereon or of the Common Property nor any part thereof. All laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed.

The business conducted upon the Property shall be conducted in such a manner so as not to cause or produce any of the following effects: noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness; smoke; noxious, toxic or corrosive fumes or gases; obnoxious odors; unusual fire or explosive hazards; or vibration.

No hazardous substance, as defined in 42 U.S.C.A.Section 9601(14) shall be treated, deposited, stored, disposed of or used in or upon any Parcel or the improvements thereon.

No use of any Parcel shall be made which is at variance with the plans, specifications and other materials submitted to and approved by the Design Review Board.

Section 3. Rules and Regulations. Rules and regulations promulgated by the Board as to the use and enjoyment of the Property shall be observed by Owners and occupants thereof. Such rules and regulations may augment or clarify the terms of this Declaration or any provision, covenant or restriction herein contained. Copies of such rules and regulations shall be made available to each Member.

Section 4. Animals. Birds, dogs and cats may be kept as pets only, and shall not be held or bred for any commercial use. Birds, dogs and cats, which are kept as pets, shall be sheltered inside. No animal shelter shall be permitted outside. All dogs and cats must be leashed when outside. No animal shall be permitted to remain if it causes any disturbance.

Section 5. Vehicles and Repair. No inoperative cars, motorcycles, trucks or other types of vehicles shall be allowed to remain either on or adjacent to any Parcel for a continuous period in excess of forty-eight (48) hours; provided, however this provision shall not apply to any such vehicle being kept in an enclosure and not visible from the street or any neighboring parcel.

Section 6. Temporary Structures. No building or structure of a temporary
Character, including but not limited to trailers, shall be permitted in the Property; provided, however, temporary improvements used solely in connection with the construction of approved permanent

improvements shall be permitted so long as located as inconspicuously as possible and removed immediately upon completion of such construction

Section 7. Fences, All fences shall be approved by the ARC, chain link fences shall not be permitted. The ARC shall select a standard fence for all back yards and may approve fencing for the front yards consistent with the Development theme and specific home.

Section 8. Drainage Structures. No person (other than Declarant), without the prior written approval of the Design Review Board, shall obstruct, alter or in any way modify the method and/or structures of drainage utilized or now or hereafter installed by any Owner, Declarant or the Association from, on and over any Parcel or Common Property; nor shall any structure be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation.

Section 9. Subdivision. No part of the Property shall be further subdivided without the prior written consent of Declarant for so long as Declarant owns any Property, and thereafter, without the written consent of the Board.

Section 10. . Completion of Construction. After commencement of construction of any improvements on a Parcel, the Owner thereof shall diligently prosecute the work thereon, to the end that the improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. The Owner of such Parcel shall at all times keep public and private streets contiguous to the Parcel free from any dirt, mud, garbage, trash or other debris which might be occasioned by construction of the improvements.

Section 11 Size. All improvements on a Parcel shall have a minimum of 1600 square feet of finished interior, heated space, exclusive of garages, porches, terraces and basements, whether or not finished.

Section 12 Satellite Disc Rules. No exterior antenna, receiving dish or similar apparatus of any kind for receiving or transmitting of radio or video signals shall be placed, allowed or maintained upon any portion of the lot in view from the street, provided, however, (a) antennas designed to receive direct broadcast satellite services, including direct-to-home satellite services or to receive or transmit fixed wireless signals via satellite, that are one meter or less in diameter; (b) antennas designed to receive video programming services via multi-point distribution services or to receive or transmit fixed wireless signals other than via satellite that are one meter or less in diameter or diagonal measurement; or (c) antennas that are designed and intended to receive television broadcast signals shall be installed in the rear of the property and shall not be exposed from the street unless such installation (i) unreasonably delays or prevents the installation, maintenance, or use of the antenna; (ii) unreasonably increases the cost of installation, maintenance, or use; or (3) precludes reception of an acceptable quality signal.

Section 13 Basketball Goals. Basketball goals shall not be visible from the street upon which the home fronts.

Section 14 Trash & Garbage Containers. All trash and garbage containers shall be stored in the garage or basement of all homes except for the day of pick up by the sanitation vendor. All containers shall be returned to their required position on the same day as pick up.

Section 15 Flag Poles. Flag pole installations must be approved by the Architectural Review Committee prior to installation and the committee shall have exclusive rights to approve or disapprove installations that are deemed objectionable to the committee.

ARTICLE X

ADDITIONAL RESTRICTIONS

Section 1. Owner Subject to Additional Covenants. Owner shall be subject to the Articles of Incorporation, Bylaws, Rules and Regulations, as amended from time to time, of the Village Commons at Hoschton, Inc., the same being incorporated herein by reference thereto as if fully set out herein.

Section 2. Granting of Assessment Rights. Owner grants to the Village Commons at Hoschton, Inc., the right to collect assessments of the Village Commons at Hoschton, Inc. directly from the Owner in the same manner as this Association's assessments could be collected under the terms of this Declaration.

ARTICLE XI

AMENDMENTS

Section 1. Amendments by Declarant. Declarant shall have the sole right to (a) amend this Declaration for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein; (b) include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to any Parcel. (c) release any Parcel from any part of the covenants and restrictions contained herein which have been violated if Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation; (d) amend this Declaration without vote or consent of Owners in any manner which does not adversely affect the substantive rights of existing Owners or mortgagees; and (e) subject additional property to this Declaration. The foregoing amendments may be made without the joinder or approval of any Owner, Mortgagee or the Association.

Section 2. Other Amendments. Except as to provisions relating to amendments set forth in Section 1 above or herein regarding certain specific items and the method of amending or altering same, any other provisions, covenants, or restrictions set forth herein may be amended in accordance with this provision. The holders of at least two-thirds (2/3); of the votes in the Association, without regard to class, may change or amend any provision hereof (1) by executing a written instrument in recordable form setting forth such amendment, or (2) by causing a certified copy of a duly adopted resolution of Owners to be prepared, and having the same duly recorded in the public Records of Barrow and Jackson County, Georgia. A proposed amendment may be initiated by Declarant, the Association, or by petition signed by ten percent (10%) of Owners. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than ninety (90) days prior to the meeting to discuss the proposed amendment. If adopted by vote, the affirmative vote required for adoption shall be two thirds (2/3) of the votes of the Members (without regard to class) who shall be present in person or by proxy at a meeting duly called, and the recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded certificate. The amendment shall be effective upon recordation of the executed amendment in the public records of Jackson County, Georgia.

So long as Declarant shall own any Property, no "Declarant Related Amendment" shall be made to this Declaration or to the Articles or Bylaws unless such amendment is first approved in writing by Declarant. Any amendment shall be deemed to be a Declarant Related Amendment if it does any of the following:

(i) directly or indirectly by its provisions or in practical application relates to Declarant in a manner different from the manner in which it relates to other Owners.

(ii) modifies the definitions provided for by Article I of this Declaration in a manner which alters Declarant's rights or status.

(iii) modifies or repeals any provision of Article n of this Declaration.

(iv) alters the character and rights of membership as provided for by Article ill of this Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association.

(v) alters any previously written agreement with any public or quasi public agencies, utility company, political subdivisions, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities.

(vi) denies the right of Declarant to convey to the Common Property.

(vii) modifies the basis or manner of assessment as applicable to Declarant or any lands owned by Declarant.

(viii) alters or repeals any of Declarant's rights or any provision applicable to Declarant's rights.

ARTCLE XII

DURATION AND TERMINATION

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant, the Association and any Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of twenty (20) years; provided, however, if any such automatic extension is limited or prohibited by law, said covenants may be extended in the manner and for up to the maximum period permitted by applicable law. This Declaration may be terminated at any time by recordation of an instrument signed by the then holders of eighty percent (80 %) of the votes in the Association and their first mortgagees agreeing to terminate said covenants and restrictions.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Remedies. If any person or entity shall violate any of these covenants or restrictions, it shall be lawful for Declarant, any Owner or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction, for the purpose of preventing, or enjoining all or any such violations or attempted violations. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law or this Declaration. The failure of Declarant or the Association to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 2. Severability. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

Section 3. Notices. Any notice required to be sent to any Owner shall be deemed to have been properly sent when mailed, postpaid, certified mail, return receipt requested, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing. Notices to Declarant shall be sent to:

HORIZON COMMUNITIES, LLC

35 FIRST STREET

HOSCHTON, GEORGIA 30548

Any Owner may change the address for notices by notice meeting the requirements of this Article XII Section 3. Declarant may change the address for notices to it by recording a certificate of change of address in the Jackson County, Georgia public records.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed under seal and delivered, on the day and year first above written.

Signed, sealed and

Delivered in the presence of:

By: _____
Witness

Notary Public

My Commission Expires: 6-1-08

Linda S. Williams

Notary Seal

LINDA S. WILLIAMS NOTARY PUBLIC BARROW COUNTY, GA

Declarant

Horizon Communities, LLC

By: Kelley O'Bryan Gary
Its:
Print: Kelley O'Bryan Gary

Attest: Brenden Briggs
Print: Brenden Briggs

Corporate Seal

BY-LAWS
OF
VILLAGE COMMONS AT HOSCHTON, INC.

ARTICLE I

NAME, MEMBERSHIP, AND DEFINITIONS

Section 1. Name. The name of the Association shall be Village Commons at Hoschton, Inc., (hereinafter sometimes referred to as the "Association").

Section 2. Membership. Every Owner of The Village at Hoschton; Wildflower at the Village; and Brook Glen at the Village, as the term Owner is defined under the respective Declarations of Covenants, Conditions and Restrictions for those respective subdivisions (hereinafter "Owner"), shall be a Member of the Association, provided these By-Laws were effective before becoming an Owner. Should an individual or entity have become an Owner before the effective date of these By-Laws, then such Owner may become a Member of the Association pursuant to the current Rules and Regulations of the Association. If a lot is owned by more than one (1) person, all co-owners shall share the privilege of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in these By-Laws. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, member, manager, partner or trustee of such Owner, or by any individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

ARTICLE II

ASSOCIATION: MEETINGS, VOTING, PROXIES, QUORUM

Section 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors (hereinafter "Board"), either in the Community or as convenient thereto as possible and practical.

Section 2. First Meeting and Annual Meetings. An annual or special meeting shall be held within one (1) year from the date of these By-Laws. Annual meetings shall be set by the Board so as to occur no later than sixty (60) days after the close of the Association's fiscal year. If the day for the annual meeting of the Members is a legal holiday, the

meeting will be held at the same hour on the first day following which is not a legal holiday (excluding Saturday and Sunday). Any Member may attend an annual meeting.

Section 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a Majority of the Board or upon a petition signed by Owners holding at least fifty (50) percent of the total Association vote entitled to vote thereon. The Notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice. Any Member may attend a special meeting.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to each Member a notice of each annual or special meeting of the Association stating the purpose of the special meeting, as well as the time and place where it is to be held. If an owner wishes notice to be given at an address other than his or her Residence, he or she shall designate by notice in writing to the Secretary such other address. The mailing or delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice so long as Article VI, Section 4 of the By-Laws is complied with. In addition to serving notice as provided above, or as an alternative thereto, the Board may serve notice of an annual or special meeting by publishing notice in a newspaper or newsletter circulated within the Community. The date of publication shall be the date that notice is served. Notices shall be served not less than ten (10) nor more than fifty (50) days before a meeting.

Section 5. Waiver of Notice. Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Association, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order.

Section 6. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a Majority of the Association vote present at the meeting, in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 7. Voting. The voting rights of the Members shall be as set forth in the Declarations of Covenants, Conditions and Restrictions for The Village at Hoschton; Wildflower at the Village; and Brook Glen at the Village, and such voting rights are specifically incorporated herein. Unless a vote on any question is required by law or is required by the By-Laws to be taken at a meeting (in which case a meeting shall be called and proxies shall be sent to all Members entitled to vote on the issue(s) to be decided at the meeting), elections and other matters requiring a membership vote shall be submitted

on a ballot or ballots to the Members in referendum by mail. Ballots shall be returned to the Secretary by the date specified on the ballot. The Board shall determine the method of voting, the form of all ballots, the wording of questions thereon and the deadline for return of ballots. It shall designate the number and location of polling places, if any. The Board may include on any ballot questions on which it seeks an advisory vote. Members may suggest questions for an advisory vote which shall be evaluated by the Board for consistency with the exercise of its duties and responsibilities. In any advisory vote, each such question on a ballot shall indicate that the vote is for advisory purposes only. Notice of referenda shall be given in the same manner as notice meetings.

Section 8. Proxies. At all meetings of the Association, Members entitled to vote may vote in person or by proxy. All proxies shall be in writing, dated, and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Owner of his or her Residence, upon receipt of notice by the Secretary of the death or judicially declared incompetence of an Owner, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

Section 9. Quorum. The presence, in person or by proxy, of Members entitled to cast at least fifty (50) percent of the votes of Members entitled to vote on the issue(s) before the meeting shall constitute a quorum at all meetings of the Association. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, so long as any action taken thereafter is approved by at least a Majority of the votes required to constitute a quorum. The quorum for a referendum shall be fifty (50) percent of the votes of Members entitled to vote thereon, except that there shall be no quorum requirement for advisory votes.

ARTICLE III

BOARD OF DIRECTORS

A. Composition and Selection.

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors.

Section 2. Directors Appointed by Declarant. Horizon Communities, LLC and Gary & Olsson Properties, LLC (hereinafter referred to as "Declarant") shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association until such time as the surrender by Declarant in writing of the authority to appoint and remove directors and officers of the Association. Each Owner, as defined herein, vests in Declarant such authority to appoint and remove directors and

officers of the Association. The directors selected by the Declarant need not be Owners or Occupants in the Community.

Section 3. Number of Directors. The initial Board shall consist of two (2) members. The Board shall be increase to five (5) members as provided in Section 5 of this Article, after Declarant's authority under Section 2 of this Article shall have been surrendered.

Section 4. Nomination of Directors. Elected directors shall be nominated from the floor and may also be nominated by a Nominating Committee, if such a committee is established by the Board. All candidates shall have a reasonable opportunity to communicate their qualifications and to solicit votes.

Section 5. Election and Term of Office. Elected directors shall be elected by referendum. Cumulative voting is not permitted. Those candidates receiving the largest number of votes shall be elected. In the case of a tie vote, the winner shall be determined by the flip of a coin. Notwithstanding any other provision contained herein:

Not later than thirty (30) days after the time that Declarant's authority under Section 2 of this Article shall have been surrendered, the Board shall, by Resolution, increase its size to three (3) members, and one (1) additional director shall be elected by Owners of Residences (other than Declarant).

The director so elected shall not be subject to removal by Declarant acting alone and shall be elected for the shortest term available. Referendums shall be held prior to the expiration of Declarant's right to appoint directors and officers for the purpose of electing successors to the four (4) directors to be elected as provided above.

Fifteen (15) days prior to the first annual meeting of the Association after the Declarant's right to appoint directors and officers terminates and fifteen (15) days prior to each annual meeting thereafter, directors shall be elected by referendum; provided, however, those directors serving at the time of the first referendum after the Declarant's right to appoint directors and officers terminates shall serve the remainder of their terms. Except as follows, the terms of newly elected directors shall begin on the next succeeding annual meeting date. Directors elected prior to the time that the Declarant's right to appoint directors and officers terminates shall take office at the next succeeding Board meeting. The term of such directors shall run as if they had taken office at the next succeeding annual meeting. All Owners of Residences eligible to vote shall have the right to vote on all directors to be elected as provided in these By-Laws.

The Declarant, in its sole discretion, may permit Owners of Residences to elect a larger number of directors earlier than is required herein.

Initially, the term of the two (2) directors shall be fixed at one (1) year. When the size of the Board is increased, the initial terms of the added directors shall be as follows: the initial term of one (1) directors shall be two (2) years, and the initial term of two (2) directors shall be three (3) years. When the size of the Board is increased and additional directors are elected to fill the additional positions on the Board, the Board as necessary shall determine which director is to serve a two (2) year initial term and which directors shall serve three (3) year initial terms. Successor directors shall be elected for two (2) year terms. Directors shall hold office until their successors shall take office.

Section 6. Removal of Directors. After Declarant's right to appoint Directors and Officers has been surrendered, at any regular or special meeting of the Association duly called, any one (1) or more of the members of the Board may be removed, with or without cause, by Owners holding a Majority of the total Association vote entitled to vote thereon and a successor may then and there be elected to fill the vacancy thus created. A director whose removal has been proposed by the Members shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than three (3) calendar months may be removed by a Majority vote of the directors at a meeting, a quorum being present. This Section shall not apply to directors appointed by Declarant.

Section 7. Vacancies. Vacancies in the Board of Directors caused by any reason, excluding the removal of a director by vote of the Members, shall be filled by a vote of the Majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors. Each person so selected shall serve the unexpired portion of the term.

B. Meetings.

Section 8. Organization Meetings. The first meeting of the members of the Board of Directors following each referendum of the membership shall be held immediately thereafter at such time and place as shall be filed by the Board.

Section 9. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a Majority of the directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the regular schedule shall constitute sufficient notice of such meetings.

Section 10. Special Meetings. Special meetings of the Board shall be held when requested by the President, Vice President or by any two (2) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's home or office who would reasonably be expected to communicate such notice promptly to the director; or

(d) by telegram, charges prepaid. All such notice shall be given or sent to the director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph company must be received at least forty-eight (48) hours before the time set for the meeting.

Section 11. Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 12. Quorum of Board of Directors. At all meetings of the Board, a Majority of the directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the directors present at a meeting at which a quorum is present shall constitute a decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a Majority of the required quorum for that meeting. If any meeting cannot be held because a quorum is not present, a Majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time that the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 13. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by a Majority of the total Association vote entitled to vote thereon. Directors may be reimbursed for their actual out-of-pocket expenses necessarily incurred in connection with their services as directors.

Section 14. Open Meetings. All meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board.

Section 15. Executive Session. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 16. Action Without A Formal Meeting; Conference Call Meetings. Any action that may be taken at a meeting of the Board may be taken without a meeting if a

consent in writing, setting forth the action so taken, shall be signed by all of the directors. A member or members of the Board may participate in a meeting of the Board by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Such participation shall constitute presence in person at such meeting.

C. Powers and Duties.

Section 17. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration for the Association's affairs and, as provided by law, may do all acts and things as are not by the Articles of Incorporation or these By-Laws directed to be done and exercised exclusively by the Members. In addition to the duties imposed by these By-Laws or by any resolution for the Association that may hereafter be adopted, the Board shall have the power to and be responsible for the following without limitation:

(a) preparation and adoption of an annual budget in which there shall be established the contribution of each Residence Owner to the Association Expenses;

(b) (1) making assessments to defray the Association Expenses of this Association and assessments authorized by The Village at Hoschton HOA, Inc.; Wildflower at the Village Owner's Association, Inc.; and Brook Glen at the Village Owner's Association, Inc.; under the Declaration of Covenants, Conditions and Restrictions for The Village at Hoschton; the Declaration of Covenants, Conditions and Restrictions for Brook Glen at the Village; and the Declaration of Covenants, Conditions and Restrictions for Wildflower at the Village; (2) establishing the means and methods of collecting such assessments; and (3) establishing the period of payment for assessments;

(c) providing for the operating, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association as determined by the Board, including maintenance or provision of services which are generally provided by a municipality, such as maintenance of grassed areas along dedicated rights-of-way, maintenance of street lights, and garbage pick-up;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;

(f) making and amending use restrictions, rules and regulations, and design guidelines;

Said expenses to include, but not be limited to, adequate means to provide for the repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Property, and in furnishing services to or for members of the Association.

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) enforcing by legal means the provisions of these By-Laws and the use restrictions, rules and regulations, and design guidelines adopted by it, and bringing any proceedings which may be instituted on behalf of or against the Owners or Occupants concerning the Association;

(i) obtaining and carrying insurance against casualties and liabilities and paying the premium cost thereof;

(j) providing services to all areas that the Association is obligated to provide services for;

(k) paying the cost of all services, if any, rendered to the Association or its Members which are not chargeable to Owners or Residences;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses and any other expenses incurred;

(m) depositing Association funds into interest bearing accounts; and

(n) contracting with any person for the performance of various duties and functions.

The Board shall have the power to enter into common management agreements and other agreements with trusts, condominium associations, or other associations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

To the extent permitted by law, the Board shall have the power to delegate its functions to designees of the Board established by the Board, and employees and independent contractors of the Association.

Section 18. Management Agent. The Board may employ for the Association a management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Declarant or an affiliate of the Declarant may be employed as management agent.

Section 19. Borrowing. The Board shall have the power to borrow money without the approval of the Members of the Association; provided, however, the Board shall obtain the approval of a majority of the Members in the event that the total amount of such proposed borrowing exceeds or would exceed Ten Thousand ($10,000.00) Dollars outstanding debt at any one time.

Section 20. Fining Procedures. The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

(i) the alleged violation;

(ii) the action required to abate the violation; and

(iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a fine, if the violation is not continuing. The Board or its designee may demand immediate abatement in such circumstance which, in the Board's determination, pose a danger to safety or property.

(b) Notice. Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule if subsequently violated, the Board may, upon notice, impose a fine. The notice shall state:

(i) the nature of the alleged violation;

(ii) that the alleged violator may, within ten (10) days from the date of the notice, request a hearing regarding the fine;

(iii) that any statements, evidence, and witnesses may be produced by the alleged violator at the hearing; and

(iv) that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days of the date of the notice.

(c) Hearing. If a hearing is requested, it shall be held before the Board in executive session, and the alleged violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing.

ARTICLE IV

OFFICERS

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. Any two (2) or more offices may be held by the same Person, excepting the offices of President and Secretary. The President and Treasurer

shall be elected from among the members of the Board. Other officers may be members of the Board or Members of the Association.

Section 2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board at the organizational meeting of the Board. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term. Officers shall serve until their successors have been elected.

Section 3. Removal. Any officer may be removed by the Board whenever, in its judgment, the best interests of the Association will be served thereby.

Section 4. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code.

Section 5. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board and shall have charge of such books and papers as the Board may direct and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with Georgia law.

Section 7. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping or causing to be kept full and accurate financial records and books of account showing all receipts and disbursements, for preparing or causing to be prepared all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board.

Section 8. Resignation. 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 the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE V

COMMITTEES

Section 1. General. Committees to perform such tasks and to serve for such periods as may be designated by the Board are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board designating the committee or with rules adopted by the Board. If available, the Board shall obtain liability insurance covering the members of each committee and the Association for the activities of such committee.

Section 2. Covenants Committee. The Board may establish a covenants committee to advise the Board regarding violations of the By-Laws, rules and regulations, use restrictions and design guidelines. This committee shall also advise the Board regarding sanctions to be imposed for such violations.

Section 3. Architectural Review Committee. An Architectural Review Committee may be established.

Section 4. Citizens Advisory Committee. The Board may establish a citizens advisory committee to advise the Board and other committees.

ARTICLE VI

MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year for the Association shall be determined by resolution for the Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Roberts Rules of Order (current edition) shall govern the conduct of all Association proceedings, when not in conflict with Georgia law, the Articles of Incorporation, these By-Laws, or a ruling made by the Person presiding over the proceeding.

Section 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Georgia law, the Articles of Incorporation, and these By-Laws, then the provisions of Georgia law, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

Section 4. Notices. Unless otherwise specified in the By-Laws, all notices, demands, bills, statements, or other communications required or permitted to be sent under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by first class mail, postage prepaid;

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

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

If there are multiple Owners of a single piece of property, notice to one (1) shall be deemed notice to all. Multiple Owners may designate one (1) Owner as the Person entitled to receive notice of Association matters by so notifying the Association in writing.

Section 5. Amendment. These By-Laws may be amended by a unanimous vote of the Board of Directors or an affirmative vote of 75% of the Members constituting a quorum at any regular or special meeting.

Adopted this 18 day of June 2007.

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Kenneth W. Gary Director

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Sven C. Olsson Director