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Loganville, GA 30052

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MEADOW BROOK RIDGE**

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Exhibit Name

- A Legal Description of Community
- B Common Property

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR MEADOW BROOK RIDGE**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MEADOW BROOK RIDGE is made on the date hereinafter set forth by Meadow Brook Ridge, LLC, a Georgia limited liability company (hereinafter sometimes, together with successors in title and assigns, as defined hereinafter, sometimes called "Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of the real property described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter the "Property"). Declarant intends by this Declaration to impose upon the Property mutually beneficial covenants, conditions, restrictions and easements under a general plan of improvement and development for the benefit of future owners of property within the residential community to be known as Meadow Brook Ridge.

NOW, THEREFORE, Declarant does hereby declare that the Property, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens, hereinafter set forth, which are for the foregoing purposes and, additionally, for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property hereby or hereafter made subject hereto, and shall be binding on all persons having any right, title, or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns, and shall inure to the benefit of each and every owner of all or any portion thereof.

THIS DECLARATION DOES NOT AND IS NOT INTENDED TO CREATE A CONDOMINIUM REGIME SUBJECT TO THE GEORGIA CONDOMINIUM ACT, O.C.G.A. SECTION 44-3-70, ET SEQ.

ARTICLE I

Definitions

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

(a) "Architectural Review Board" or "ARB" shall mean and refer to that certain Board as empowered in accordance with Article V hereof.

(b) "Association" shall mean Meadow Brook Ridge Homeowner's Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

(c) "Board of Directors" or "Board" of the Association shall be the appointed or elected body, as applicable, having such duties as are provided in this Declaration, the Bylaws, the Articles of Incorporation, the Georgia Nonprofit Corporation Code and under other applicable Georgia law.

(d) "Builder/Owner" shall mean a person who is in the business and profession of constructing Dwellings and who has purchased such Lot for the purpose of construction and resale of such Dwelling and not for the purpose of occupying such Dwelling as such person's residence.

(e) "Bylaws" shall refer to the Bylaws of Meadow Brook Ridge Homeowner's Association, Inc.

(f) "Common Property" shall mean and refer to that certain real property and interests therein described in Exhibit "B," attached hereto and incorporated herein by this reference, and any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners, including but not limited to any swimming pool, tennis court or other recreational facilities that may be built by the Declarant.

(g) "Community" or "Meadow Brook Ridge" shall mean and refer to that certain real property and interests therein described in Exhibit "A," attached hereto and incorporated herein by this reference. Such tract or parcel of property is more particularly depicted on that certain plat recorded in the plat records of Gwinnett County, Georgia (hereinafter the "Plat").

(h) "Declarant" shall mean and refer to Meadow Brook Ridge, LLC, a Georgia limited liability company, and its successors-in-title and assigns, if such successors or assigns should acquire more than one (1) undeveloped Lot from the Declarant for purposes of development.

(i) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for Meadow Brook Ridge, as such document may be amended from time to time; provided all such amendments shall not be effective until recorded in the records of the Clerk of the Superior Court of Gwinnett County, Georgia.

(j) "Director" shall mean and refer to a member of the Board or Directors of the Association.

(k) "Dwelling" shall mean the single family detached structure, constructed or to be constructed on each Lot.

(l) "Lot" shall mean any plot of land within the Community, whether or not improvements are constructed hereon, which constitutes or will constitute, after the construction of improvements, a single-family dwelling site as shown on the Plat. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, membership in the Association.

(m) "Majority" means those eligible votes, Owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total eligible number.

(n) "Member" shall mean and refer to a Person that is a member of the Association.

(o) "Mortgage" means any mortgage, deed to secure debt, deed of trust, and any and all other similar instruments used for the purpose of encumbering real property in the Community as security for payment or satisfaction of an obligation.

(p) "Mortgagee" shall mean the holder of a Mortgage.

(q) "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot located within the Community, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation. When the term Owner is used, it shall include all Builder/Owners, unless otherwise stated.

(r) "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.

(s) "Rules and Regulations" shall mean and refer to those rules and regulations promulgated by the Board pursuant to this Declaration and the Bylaws, as such rules and regulations may be amended from time to time.

ARTICLE II

Association Membership and Voting Rights

Section 1. Membership. Every Person who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall be a Member of and have a membership in the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot owned. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a Member or the Member's spouse, but in no event shall more than one (1) vote be cast nor office held for each Lot owned. Membership in the Association shall be automatic and mandatory for each Owner and all provisions of this Declaration shall be read to establish the mandatory and automatic nature of such membership.

Section 2. Voting. The Association shall have two (2) classes of voting membership:

(a) Class "A". Class "A" Members shall be all Owners, with the exception of the Declarant. Class "A" Members shall be entitled to one (1) vote for each Lot. When more than one (1) Person holds an interest in any Lot, all such Persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(b) Class "B". The Class "B" Members shall be the Declarant and its successors and assigns. The Class "B" Members shall be entitled to three (3) votes for each Lot owned. The Class

"B" membership shall cease and be converted to Class "A" membership on the happening of either of the following events, whichever occurs earlier:

- (i) when the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership;
- (ii) on January 1, 2010; or
- (iii) when, in its discretion, the Declarant so determines.

ARTICLE III

Assessments

Section 1. Creation of the Lien and Personal Obligation for Assessments. Except as otherwise provided in Section 7 herein below as respects Declarant, each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) annual assessments or charges; (b) special assessments, such assessments to be established and collected as hereinafter provided; and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration. All such assessments, together with late charges, interest, not to exceed the maximum rate permitted by law (but not to exceed eighteen (18%) percent per annum), costs, including, without limitation, reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with late charges, interest, costs, including, without limitation, reasonable attorney's fees actually incurred, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the assessment fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Lot, and each grantee of an Owner shall be jointly and severally liable for such portion thereto as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to the first Mortgagee taking title through foreclosure proceedings or deed in lieu of foreclosure.

Annual assessments shall be levied equally on all similarly situated Lots and shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice, of the annual assessment for delinquents. Unless otherwise provided by the Board, the assessment shall be paid in annual installments.

Section 2. Purpose of Assessment. The assessments provided for herein shall be used for the general purpose of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Lots, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

Section 3. Computation. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which shall include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board

shall cause the budget and the assessments to be levied against each Lot for the following year to be delivered to each Member at least thirty (30) days prior to the end of the current fiscal year. The budget and the assessment shall become effective unless disapproved at a meeting by a Majority of the Members of the Association eligible to vote. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Section 4. Special Assessments. In addition to the other assessments authorized herein, the Association may levy special assessments from time to time, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Property, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. Special assessments shall be paid as determined by the Board and the Board may permit special assessments to be paid in installments, extending beyond the fiscal year in which the special assessment is imposed.

Section 5. Lien for Assessments. The Association is governed by the Georgia Property Owner's Association Act OCGA Section 44-3-22 et. seq., which grants lien rights to the Association for maintenance expenses and tax obligations. All sums assessed against any Lot pursuant to this Declaration, together with late charges, interest, costs, including, without limitation, reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a first Mortgage or on any Mortgage to the Declarant duly recorded in the land records of Gwinnett County and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument.

A lien for assessments shall not be affected by any sale or transfer of a Lot; provided however, a sale or transfer pursuant to a foreclosure of a first Mortgage shall extinguish a subordinate lien for assessment which became due and payable prior to such sale or transfer. Any delinquent assessments that are so extinguished may be reallocated and assessed to all of the Lots as a common expense. A sale or transfer pursuant to a foreclosure does not relieve the purchaser or transferee of a Lot for, nor the Lot from the lien of, any assessments that became due and payable after the date of the transfer.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments or installment thereof which are not paid when due shall be delinquent. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association shall cause a notice of delinquency to be given to any Member who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien, as herein provided, shall attach and, in addition, the lien shall include interest, not to exceed the maximum rate permitted by law (but not to exceed eighteen (18%) percent per annum) on the principal amount due, all late charges from the date first due and payable, all costs of collection, including, without limitation, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the

Association may, as the Board shall determine, institute suit to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.

Section 7. Date of Commencement of Assessments. Notwithstanding anything contained herein to the contrary, the Declarant shall pay all of the expenses of operating and maintaining the Association and of maintaining and repairing the Common Property until the Declarant and all Builder/Owners no longer own any Lots or December 1, 2002, whichever occurs earlier. After such time, any Owner of a Lot, including Declarant and any Builder/Owner, shall be required to pay assessments on such Lot as provided in Section 1. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide.

ARTICLE IV

Maintenance; Conveyance of Common Property to Association

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Common Property. The Association will also pay all taxes and insurance required of the common property (For insurance information refer to Article VI). This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Property. The Association shall maintain all entry features for the Community including any landscaping and grassed areas adjacent thereto and pay the expenses for water and electricity, if any, provided to all such entry features and associated landscaping and grassed areas.

In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Community, where the Board has determined that such maintenance would benefit all Owners.

In the event that the Association determines that the need for maintenance, repair, or replacement that is the responsibility of the Association hereunder is caused through the willful or

ARTICLE V

Use Restrictions and Rules

Section 1. General. This Article, beginning at Section 2, sets out certain use restrictions which must be complied with by all Owners and occupants. These use restrictions may only be amended in the manner provided in Article X, Section 4, hereof regarding amendment of this Declaration. In addition, the Board may, from time to time, without consent of the Members, promulgate, modify, or delete Rules and Regulations applicable to the Community. Such Rules and Regulations shall be distributed to all Owners and occupants prior to the date that they are to become effective shall thereafter be binding upon all Owners and occupants until and unless overruled, cancelled, or modified in a regular or special meeting by a Majority of the Members of the Association eligible to vote.

Section 2. Residential Use. The Lots within the Community shall be and are restricted exclusively to single-family residential use and no trade or business of any kind may be conducted in or from a Lot or any part of the Community either as a primary or accessory use of either the Lot or any portion of the Community; provided, however, an Owner or occupant may conduct such business activities within a Dwelling located thereon so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the dwelling unit; (b) the business activity does not regularly involve persons or vehicles coming into the Community who do not reside in the Community; (c) the business activity does not involve having any tools of a particular trade stored or placed in any area which can be seen from another Lot or the Common Property; (d) the business activity conforms to all zoning requirements for the Community; (e) the business activity is consistent with the residential character of the Community; (f) the business activity does not require use of Common Property utilities; and (g) the business activity does not constitute a nuisance or a hazardous or offensive use, as may be determined in the sole discretion of the Board of Directors. The terms "business" and "trade" as used in this provision shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee or compensation or other form of consideration, regardless of whether; (i) the activity is engaged in full or part time; (ii) the activity is intended to or does generate a profit or (iii) a license is required for the activity. Leasing of a Lot shall not be considered a business or business activity. The Board may issue rules regarding permitted business activities.

Section 3. Architectural Standards. No Dwelling, exterior construction, alteration, structure, improvement, addition, or erection of any nature whatsoever shall be commenced or placed upon any part of the Community, except such as is installed by the Declarant, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. No Dwelling, exterior construction, improvement, structure, addition, erection, or alteration shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials, and location shall have been submitted in writing to and approved by an Architectural Review Board. The ARB may be established such that it is divided into two (2) subcommittees, with one (1) subcommittee having jurisdiction over modifications and the other having jurisdiction over new construction. The Board may employ architects, engineers, or other Persons as it deems necessary to enable the ARB to perform its review. The ARB may, from time to time, delegate any of its rights or responsibilities hereunder to one (1) or more duly licensed architects or other

qualified Persons, which shall have full authority to act on behalf of the committee for all matters delegated. Written design guidelines and procedures may be promulgated for the exercise of this review, which guidelines may provide for a review fee. So long as the Class "B" membership exists or the Declarant has not otherwise surrendered in writing its rights hereunder, the Declarant shall appoint all members of the ARB.

The ARB shall have the right to approve or disapprove any submitted plans or specifications that are not in compliance with this Declaration, if they are incomplete or if the ARB reasonably determines that such plans and specifications are not consistent with the community-wide standard considering among other things, the following: (i) architectural character and nature, shape, color, size, material, location and kind of all proposed improvements, taking in consideration the aesthetic quality of any Dwelling with respect to height, form, proportion, volume, siting and exterior materials; (ii) adequacy of lot dimensions for proposed improvements; (iii) conformity and harmony of exterior design with neighboring Lots and improvements; (iv) relation of topography, grade and finished ground elevations to that of neighboring Lots and improvements; (v) screening of mechanical and other installations; (vi) functional appropriateness with respect to vehicle handling, siting of buildings (both in relationship to one another and in relationship to buildings, existing or proposed, located on other Lots), drainage, utility service systems and lighting; or (vii) extent and quality of landscaped areas. The ARB shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations. The ARB shall be entitled to stop any construction in violation of these restrictions.

Prior to the commencement of construction of improvements, erection, construction, addition, or structure on any Lot, including any Dwelling (hereinafter collectively called "improvements"), the Owner of such Lot shall submit detailed information in writing regarding the proposed improvements including site plans and two (2) full sets of final construction drawings and specifications (which shall be sealed and certified by duly licensed architect or engineer if so required by the ARB) (hereinafter the "Plans"), showing or stating all aspects of the proposed improvements including but not limited the following: (i) location of all structures, street rights-of-way and setback lines; (ii) location of all walks, driveways and curve lines; (iii) all landscaping, including location, height, spread, type and number trees and shrubs and location and type of all ground cover and material, and existing trees and limits of clearing and grading; (iv) location, height, intensity and fixture type of all exterior lighting; (v) location, size and type of all fencing; (vi) architectural floor plans, elevation, wall sections and details of the Dwelling; (vii) building material and color information, including samples if requested; and (viii) size and square footage and height of the Dwellings and all other improvements.

If construction has not commenced within one (1) year from the date the Plans are approved, then the approval given pursuant to this Article shall be deemed to be automatically revoked by the ARB, unless the ARB extends the time for commencing construction. In any event, all work covered by such approval shall be completed within nine (9) months of the commencement thereof unless the ARB extends the time for completion or such period of time as completion is rendered impossible or would result in great hardship due to strikes, fires, national emergencies, critical material shortages or other intervening forces beyond the control of the Owner.

All improvements, including Dwellings, constructed, erected, placed, altered, remodeled, maintained or permitted on any Lot shall comply with any and all applicable federal, state, county and municipal zoning and building restrictions, including, but not limited to, grading, clearing,

construction of impervious surfaces, building and other construction rules and regulations.

If the ARB fails to approve or to disapprove submitted Plans and specifications within thirty (30) days after the Plans and specifications have been submitted to it, approval will not be required, and the Owner will be deemed to have fully complied with this Section. Approval of any Plans with regard to a Lot shall not be deemed to be a waiver of the ARB's right, in its discretion, to disapprove similar Plans and specifications, or any features or elements included therein, for any other Lot. As a condition of approval under this Section, each Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. In the discretion of the ARB, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successors-in-interest. Any member of the Board or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. If the ARB shall determine that such Plans have not been approved or that the Plans are not being followed or adhered to, the ARB may in its discretion give the Owner of such Lot written notice of such violation. If such violation is not corrected, the Board of Directors shall have the right to enjoin further construction and/or require the removal or correction of any work in place that does not comply with the approved Plans or this Declaration and to take such other action as may be allowed under this Declaration, the Bylaws or under applicable law.

PLANS AND SPECIFICATIONS ARE NOT APPROVED FOR ENGINEERING OR STRUCTURAL DESIGN OR QUALITY OF MATERIALS, AND BY APPROVING SUCH PLANS AND SPECIFICATIONS NEITHER THE ARB, THE MEMBERS THEREOF, NOR THE ASSOCIATION ASSUMES LIABILITY OR RESPONSIBILITY THEREFOR, NOR FOR ANY DEFECT IN ANY STRUCTURE CONSTRUCTED FROM SUCH PLANS AND SPECIFICATIONS. NEITHER DECLARANT, THE ASSOCIATION, THE ARB, THE BOARD, NOR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS OF ANY OF THEM SHALL BE LIABLE IN DAMAGES TO ANYONE SUBMITTING PLANS AND SPECIFICATIONS TO ANY OF THEM FOR APPROVAL, OR TO ANY OWNER OF PROPERTY AFFECTED BY THESE RESTRICTIONS BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS. EVERY PERSON WHO SUBMITS PLANS OR SPECIFICATIONS AND EVERY OWNER AGREES THAT SUCH PERSON OR OWNER WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT, THE ASSOCIATION, THE ARB, THE BOARD, OR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS OF ANY OF THEM TO RECOVER DAMAGES AND HEREBY RELEASES, REMISES, QUITCLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY JUDGMENT, NEGLIGENCE, OR NONFEASANCE AND HEREBY WAIVES THE PROVISIONS OF ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS, AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

Section 4. Signs. No sign of any kind shall be erected by an Owner or occupant within the Community without the prior written consent of the ARB. Notwithstanding the foregoing, the

Board and the Declarant shall have the right to erect reasonable and appropriate signs. "For Sale" and "For Rent" signs and security signs, no larger than two (2) feet by two (2) feet, and any signs required by legal proceedings may be erected upon any Lot. The provisions of this Section shall not apply to any person holding a Mortgage who becomes the Owner of any Lot as purchaser at a judicial or foreclosure sale conducted with respect to a first Mortgage or as transferee pursuant to any proceeding in lieu thereof.

Section 5. Vehicles. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, dirtbikes, scooters, go-carts, trucks, campers, buses, vans, and automobiles. Unless and except to the extent that the occupants of a Lot shall have more vehicles than the number of parking areas within the garage, all vehicles shall be parked within a garage.

No vehicle may be left upon any portion of the Community, except in a garage or on the driveway of the Lot, for a period longer than five (5) days if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such five (5) day period, such vehicle shall be considered a nuisance and may be removed from the Community. Any towed vehicle, boat, recreational vehicle, camper, camper trailer, trailer, utility trailer, or any other type of trailer, motor home, or mobile home regularly stored in the Community or temporarily kept in the Community, except if kept in a garage or other area designated by the Board, for periods longer than twenty-four (24) hours each shall be considered a nuisance and may be removed from the Community.

Section 6. Traffic Regulations. All vehicular traffic on all streets and paved areas within the Community shall be subject to the laws of the State of Georgia and Gwinnett County, Georgia concerning operation of motor vehicles in public streets and paved areas. The Association is hereby authorized to promulgate, administer and enforce Rules and Regulations governing vehicular and pedestrian traffic, including reasonable safety measures and speed limits, within the Common Property. The Association shall be entitled to enforce such Rules and Regulations by establishing such enforcement procedures as it deems appropriate, including levying of fines for any violations thereof. All vehicles of any kind and nature which are operated on the streets or paved area within the Community shall be operated in a careful, prudent, safe and quiet manner and with due consideration for the rights of all Owners and occupants of Lots.

Section 7. Leasing. Lots may be leased for residential purposes. All leases shall have a minimum term of at least one (1) year. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, Bylaws, and Rules and Regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Board, in addition to any other remedies available to it, may evict the tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner and the Owner's property.

Section 8. Occupants Bound. All provisions of the Declaration, Bylaws, and Rules and Regulations, which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants even though occupants are not specifically mentioned. Fines may be levied against Owners or occupants. If a fine is first levied against an occupant and is not paid timely, the fine may then be levied against the Owner.

Section 9. Animals and Pets. No animals, pets, livestock, birds or poultry of any kind

shall be raised, bred or kept on any Lot, except that dogs, cats and other usual household pets may be kept by an Owner on his respective Lot and within their respective Dwelling provided they are not kept, bred or maintained for any commercial purpose and do not endanger the health of or unreasonably disturb Owners of Lots within the Community. The Board of Directors shall have the right to adopt reasonable Rules and Regulations governing animals and pets kept by Owners of Lots in the Community, including the right to prohibit animals of a certain size, weight or type. No structure for the care, housing or confinement of any pet or animal shall be constructed or maintained on any part of the Common Property, and any such structures maintained on a Lot must be approved by the ARB pursuant to Article V of this Declaration. Pets and animals shall be on a leash at all times when walked or exercised in any portion of the Community, except on the Owner's Lot. The Owner of any pet or animal shall immediately remove such pet's or animal's excrement from any portion of the Common Property or any Lot not owned by the Owner of the animal or pet. In the event an animal or pet is deemed by the Board of Directors to be a nuisance or to be kept in violation of this Declaration, the Board of Directors shall have the right to require the Owner of such animal or pet to remove such animal or pet from the Community. The animal control authority shall be permitted to enter the Community to patrol and remove all pets and animals which are in violation of such animal control regulations or this Declaration.

Section 10. Temporary Structures. Other than temporary facilities as might be installed by Declarant or a Builder/Owner, with the Declarant's consent, no structure of a temporary character, whether a trailer, tent, shack, garage, barn or other out building, shall be permitted, maintained or used on any Lot at any time as a residence or for any other purpose, either temporarily or permanently.

Section 11. Nuisance. It shall be the responsibility of each Owner and occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. No Lot within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the Owners and occupants of surrounding Lots. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other should device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law.

Section 12. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community.

Section 13. Antennas or Similar Equipment. The installation of antennas, satellite dishes and other similar or related equipment shall be subject to such Rules and Regulations as are lawfully adopted from time to time by the Board of Directors. Such Rules and Regulations shall be

enforced as if fully set forth herein.

Section 14. Tree Removal. No trees that are more than four (4) inches in diameter at a point two (2) feet above the ground shall be removed without the prior written consent of the ARB. Additionally, no trees that have been planted by the Declarant shall be removed without the prior written consent of the ARB. Notwithstanding all of the above, no consent or approval is required for the removal of any trees, regardless of their diameter, that are located within ten (10) feet of a drainage area, a septic field, a sidewalk, a residence or a driveway.

Section 15. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 16. Garbage Cans, Woodpiles, Etc. All garbage cans, woodpiles, swimming pool pumps, filters and related equipment, air conditioning compressors and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. Trash, garbage, debris, or other waste matter of any kind may not be dumped or burned within the Community.

Section 17. Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the ARB. Declarant, however, hereby expressly reserves the right to replat any Lot or Lots owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 18. Firearms. The use of firearms in the Community is prohibited. The term "firearms" includes without limitation on "B-B" guns, pellet guns, and small firearms of all types.

Section 19. Fences. No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the ARB. The ARB may issue guidelines detailing acceptable fence styles or specifications, but in no event may a barbed wire fence or chained link fence be approved, except as otherwise stated herein. A black plastic-coated chain link fence may be permitted by the ARB along the side Lot lines and the rear Lot line, but the portion of the fence along the rear line of the Dwelling must consist of wood. In no event shall any fence be placed in front of the rear line of the Dwelling.

Section 20. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Community, except for temporary lines as required during construction and lines installed by or at the request of Declarant.

Section 21. Air-Conditioning Units. Except as may be permitted by the ARB, no window air conditioning units may be installed.

Section 22. Lighting. Except as may be permitted by the ARB, exterior lighting visible from the street shall not be permitted except for (a) approved lighting as originally installed on a Lot; (b) one (1) decorative post light, (c) street lights in conformity with an established street lighting program for the Community; or (d) seasonable decorative lights at Christmas.

Section 23. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any Lot. Exterior sculpture, foundations, flags, and similar items must be approved by the ARB.

Section 24. Energy Conservation Equipment. No solar energy collector panels or attendants hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the ARB.

Section 25. Swimming Pools. No swimming pool shall be constructed, erected or maintained upon any Lot without the prior written consent of the ARB and in no event shall any above-ground swimming pool be permitted.

Section 26. Gardens, Play Equipment and Pools. No vegetation garden, hammock, statuary, play equipment (including, without limitation, basketball goals), or pool which has received the approval of the ARB, if required by this Declaration, and which is erected on any Lot may be located other than between the rear Dwelling line and the rear Lot line, without the prior written consent of the ARB.

Section 27. Mailboxes. All mailboxes located on Lots shall be of a similar style approved by the ARB and shall be installed initially by the original home builder. Replacement mailboxes may be installed after the type has been approved in writing by the ARB.

Section 28. Exteriors. Any change to the exterior color of any improvement located on a Lot, including, without limitation, the dwelling, must be approved by the ARB.

Section 29. Clotheslines. No exterior clotheslines of any type shall be permitted upon any Lot.

Section 30. Exterior Security Devices. Except as may be permitted by the ARB, no exterior security devices, including, without limitation, window bars, shall be permitted on any residence or Lot. Signs placed on the Lot, subject to the limitations provided in Section 4 hereof, or the exterior of the residence stating that such residence is protected by a security system shall not be deemed to constitute an exterior security device.

ARTICLE VI

Insurance and Casualty Losses

Section 1. Insurance on Common Property. The Board of Directors or the duly authorized agent of the Association shall have the authority and shall obtain insurance for all insurable improvements whether or not located on the Common Property, if any, which the Association is obligated to maintain against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. This insurance, if obtained, shall provide, at a minimum, fire and extended coverage, including vandalism and malicious mischief, and shall be in an amount as to be determined by the Board in its sole discretion. The Association may also insure any other property,

whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Property shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the maintenance assessments levied by the Association.

In addition to casualty insurance on the Common Property, the Board of Directors may elect to obtain and continue in effect, on behalf of all Owners, adequate blanket casualty and fire insurance in such form as the Board of Directors deems appropriate in an amount equal to the full replacement value, without deduction for depreciation or co insurance, of all of the Lots, including the structural portion and fixtures thereof, owned by such Owners. Insurance premiums from any such blanket insurance coverage and any other insurance premiums paid by the Association shall be a common expense of the Association to be included in the maintenance assessments of the Owners, as levied by the Association. The insurance coverage with respect to the Lots shall be written in the name of, and the proceeds thereof shall be payable to the Association as trustee for the Owners.

The Board shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall be in an amount to be determined by the Board in its sole discretion.

All insurance obtained by the Board of Directors shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company authorized to do business in Georgia.

(b) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(c) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

(d) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the county where the Community is located.

(e) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) that no policy may be cancelled, invalidated, or suspended on account of any one or more individual Owners;

(iv) that no policy may be cancelled, subjected to nonrenewal, invalidated, or suspended on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Owner or Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that no policy may be cancelled, subjected to nonrenewal or substantially modified without at least thirty (30) days' prior written notice to the Association.

In addition to the other insurance required by this Section, the Board shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall be determined in the directors' best business judgment, and, if available, shall at least equal three (3) months' assessments plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled, subjected to nonrenewal or substantially modified without at least thirty (30) days' prior written notice to the Association.

Section 2. Individual Insurance. It shall be the responsibility and obligation of each Owner to obtain insurance, at his own expense, affording liability coverage and/or fire, hazard and property damage coverage upon his Lot.

Section 3. Damage and Destruction -- Insured by Association.

(a) General. Immediately after damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. The Board of Directors shall have the enforcement powers specified in Article X, Section 1 of this Declaration necessary to enforce this provision.

negligent act of an Owner, or the family, guests, lessees, or invitees of any Owner, and is not covered and paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot of such Owner.

The Association shall not be liable for any injury or damage to any person or property (a) caused by the elements, (b) caused by any Owner or any third party, or by their respective guests, invitees, licensees, successors or assigns, (c) resulting from any rain or surface water which may leak or flow from any portion of the Common Property, or (d) caused by the failure of the Association to maintain the Common Property, unless such failure is caused by the willful misconduct or gross negligence of the Association. The Association shall not be liable to any Owner for any loss or damage, by theft or otherwise, of any property of such Owner or his respective guests, invitees, licensees, successors or assigns. No diminution or abatement of assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration, or for the inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance or with any order or directive of any municipal or governmental authority, it being acknowledged by each Owner that the obligation to pay assessments pursuant to this Declaration is a separate and independent covenant on the part of each Owner.

Section 2. Owner's Responsibility. Except as provided in Section 1 above, upon the conveyance of a Lot to an Owner, all maintenance of the Lot and all structures thereon (including the Dwelling), landscaping, and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot, at all times, in a manner consistent with the community-wide standard and this Declaration. In the event that the Board of Directors of the Association determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair, or replacement of items for which such Owner is responsible hereunder, the Association shall, except in an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such repair or replacement, or if such repair or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at such Owner's sole cost and expense, and all costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot.

Section 3. Conveyance of Common Property by Declarant to Association. The Declarant may transfer or convey to the Association any personal property and any improved or unimproved real property, leasehold, easement, or other property interest. Such conveyance shall be accepted by the Association and the property shall thereafter be Common Property to be maintained by the Association for benefit of all or part of its Members. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section.

(b) Repair and Reconstruction. Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least seventy-five (75%) percent of the Members of the Association eligible to vote decide not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's members, levy a special assessment against all Owners in proportion to the number of Lots owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association.

In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then, and in that event, the undeveloped portion of the Community shall be maintained by the Association in a neat and attractive condition.

Section 4. Damage and Destruction -- Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within seventy-five (75) days after such damage or destruction or, where repairs cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvement on the Lot and remove all debris therefrom within seventy-five (75) days after such damage or destruction. In the event of noncompliance with this provision, the Board of Directors shall have all enforcement powers specified in Article X, Section 1 of this Declaration.

Section 5. Insurance Deductible. The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among the Persons who are responsible hereunder, or under any declaration or contract requiring the Association to obtain such insurance, for maintenance of the damage or destroyed property.

Section 6. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacements of the property that may have been damaged or destroyed.

ARTICLE VII

Condemnation

In the event of taking by eminent domain of any portion of the Common Property on which improvements have been constructed, then, unless within sixty (60) days after such taking, the Class "B" Members (if such membership shall then exist) and at least seventy-five (75%) percent of the Class "A" Members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Property to the extent lands are available therefor. The provisions of Article VII, Section 3, above applicable to Common Property improvements damage, shall govern replacement or restoration and the actions to be taking the event that the improvements are not restored or replaced.

ARTICLE VIII

Mortgagee Provisions

The following provisions are for the benefit of holders of first Mortgages on Lots in the Community. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage, who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owned by an Owner of a Lot subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by the Owner of the encumbered Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) any proposed action which would require the consent of a specified percentage of Mortgage holders.

Section 2. Special FHLMC Provision. So long as required by the Federal Home Mortgage Corporation and so long as the U.S. Department of Housing and Urban Development ("HUD") is insuring or the Federal Housing Administration ("FHA") or the Veterans Administration ("VA") is guaranteeing any Mortgage in the Community, the following provisions apply in addition to and not in lieu of the foregoing. Unless two-thirds (2/3) of the first Mortgagees or Owners other than the Declarant, give their consent, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer

the Common Property which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Property shall not be deemed a transfer within the meaning of this subsection) other than personal property of the Association;

(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner;

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Lots and of the Common Property (The issuance and amendment of architectural standards, procedures, rules, and regulations or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this subsection.);

(d) fail to maintain insurance, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Property losses for other than the repair, replacement, or reconstruction of such property.

Nothing contained in this Section 2 shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration for any of the acts set out in this Section 2.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Property and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 3. No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

Section 4. Notice to Association. Upon request, each Lot Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

Section 5. FHA/VA Approval. As long as the Class "B" membership exists, the following actions shall require the prior approval of the FHA or VA, so long as either is guaranteeing any Mortgage: dedication of Common Property to any public entity; mergers and consolidations; dissolution of the Association; and material amendment of the Declaration, Bylaws or Articles of Incorporation.

Section 6. Applicability of Article VIII. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or Georgia law for any of the acts set out in this Article.

Section 7. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved

such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

ARTICLE IX

Easements

Section 1. Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Lot and such portion or portions of the Common Property adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Property or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, tenant, or the Association.

Section 2. Easement for Use and Enjoyment.

(a) Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property, if any, which shall be appurtenant to and shall pass with the title to each Lot, subject to the following provisions:

(i) the right of the Association to suspend the voting rights of a Lot Owner and the right of an Owner to use the Common Property for any period during which any assessment against such Owner's Lot remains unpaid and for a reasonable period of time for an infraction of the Declaration, Bylaws, or Rules and Regulations;

(ii) the right of the Association to borrow money for the purpose of improving the Common Property, or any portion thereof, or for constructing, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property; provided, however, that two-thirds (2/3) of each class of Members present at a meeting called for such purpose approve; and provided, however, that the lien and encumbrance of any such Mortgage given by the Association shall be subject and subordinate to any rights, interest, options, easements and privileges herein reserved or established for the benefit of Declarant, or any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Lot Owner encumbering any Lot or other property located within the Community; and

(iii) the right of Association to dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by the Class "B" Members of the Association (if such membership then exists) and at least two-thirds (2/3) of the votes of the Class "A" Members of the Association present or represented by proxy at a meeting duly called for such purpose.

(b) Any Lot Owner may delegate such Owner's right of use and enjoyment in

and to the Common Property and facilities located thereon to the members of such Owner's family and to such Owner's tenants and guests and shall be deemed to have made a delegation of all such rights to the occupants of such Owner's Lot, if leased.

Section 3. Easements for Utilities. There is hereby reserved to the Declarant and the Association blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Declarant or the Association might decide to have installed to service the Community. It shall be expressly permissible for the Declarant, the Association, or the designee of either, as the case may be, to install, repair, replace and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board shall have the right to grant such easement.

Section 4. Easement for Entry. In addition to the right of the Board to exercise self-help as provided in Article X, Section 2, hereof, the Board shall have the right, but shall not be obligated, to enter upon any property within the Community for emergency, security, and safety reasons, which right may be exercised by the manager, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. This right of entry shall include the right of the Board to enter to cure any condition which may increase the possibility of a fire, slope erosion, or other hazard in the event an Owner or occupant fails or refuses to cure the condition upon request by the Board.

Section 5. Easement for Maintenance. Declarant hereby expressly reserves a perpetual easement for the benefit of the Association across such portions of the Community, determined in the sole discretion of the Association, as are necessary to allow for the maintenance required under Article V. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment to Owners' property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

Section 6. Easement for Entry Features. There is hereby reserved for the benefit of Declarant, the Association, and their respective successors and assigns, the perpetual, transferable and alienable right and easement upon, over and Lots 1 and 85 of the Community, as depicted on that certain Plat of Meadow Brook Ridge, adjacent to the streets and roads, for the installation and maintenance of entry features, signs, lights, berms and trees, bushes, shrubbery, flowers and grass and other landscaping. The easement and right herein reserved shall include the right to repair and replace such entry features, signs and lighting, to cut, remove and plant trees, shrubbery, flowers, grass and other vegetation, and to grade the land in such easement area.

Section 7. Construction and Sale Period Easement. Notwithstanding any provisions contained in this Declaration, the Bylaws, Articles of Incorporation, Rules and Regulations, and any amendments thereto, so long as Declarant owns any property in the Community for development/or sale, Declarant reserves an easement across all Community property for Declarant and any builder

approved by Declarant to maintain and carry on, upon such portion of the Community as Declarant may reasonably deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant's and such builder's development, construction, and sales activities related to property described on Exhibit "A" to this Declaration, including, but without limitation: the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in the Community, including, without limitation, any Lot; the right to tie into any portion of the Community with driveways, parking areas and walkways; the right to tie into and/or otherwise connect and maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; the right to carry on sales and promotional activities in the Community; and the right to construct and operate business offices, signs, construction trailers, model residences, and sales offices. Declarant and any such builder may use residences, offices, or other buildings owned or leased by Declarant or such builder as available for use by the Community as a sales office without charge. Rights exercised pursuant to such reserved easements shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense. This Section shall not be amended without the Declarant's express written consent until the Declarant's rights hereunder have terminated as hereinabove provided.

Section 8. Easement for Law Enforcement/Fire Protection. Declarant hereby grants to Gwinnett County, Georgia or such other governmental authority or agency as shall have from time to time jurisdiction over the Property with respect to law enforcement and fire protection, the perpetual, alienable and transferable right and easement upon, over and across all of the Community, including all Lots and Common Property, for purposes of performing such duties and activities related to law enforcement and fire protection as shall be required or appropriate from time to time by such governmental authorities under applicable law.

ARTICLE X

General Provisions

Section 1. Enforcement. Each Owner and occupant shall comply strictly with the Bylaws, any Rules and Regulations, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed to such Owner's Lot, if any. The Board of Directors may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the Bylaws or the Rules and Regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record in the appropriate land records a notice of violation of the Declaration, Bylaws, Rules and Regulations, use restrictions, or design guidelines and to assess the cost of recording and removing such notice against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

Section 2. Self-Help. In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon any Lot or any other

portion of the Community to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates this Declaration, the Bylaws, or the Rules and Regulations. Unless an emergency situation exists, the Board shall give the violating Owner ten (10) days' written notice of its intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after reasonable notice. All costs of self-help, including, without limitation, reasonable attorney's fees actually incurred, shall be assessed against the violating Lot Owner and shall be collected as provided for herein for the collection of assessment.

Section 3. Duration. The covenants and restrictions of this Declaration shall run with and bind the Community, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent provided by law; provided, however, so long as Georgia law limits the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law and any such duration shall be subject to the renewal and termination provisions of O.C.G.A. § 44-5-60, as now existing or as may hereafter be amended. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

Section 4. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant, so long as Declarant retains the power to appoint directors of the Association, pursuant to the Bylaws of the Association and, thereafter, (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure or guarantee Mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least three-fourths (3/4) of the Class "A" and "B" votes. Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein. No provision of this Declaration which reserves or grants special rights to the Declarant shall be amended without the Declarant's prior written approval so long as the Class "B" membership exists.

Section 5. Partition. The Common Property shall remain undivided, and no Lot Owner nor any other Person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the Community and without the written consent of all holders of all Mortgages encumbering any portion of the property, including, but not necessarily limited to, the Lots located within the Community.

Section 6. Gender and Grammar. The singular, wherever used herein, shall be

construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 7. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

Section 8. Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 9. Preparer. This Declaration was prepared by Steven M. Winter, Esq., Weinstock & Scavo, P.C., 3405 Piedmont Road, N.E., Suite 300, Atlanta, Georgia 30305.

Section 10. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of William Jefferson Clinton, President of the United States.

Section 11. Indemnification. To the fullest extent allowed by Georgia law, the Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

Section 12. Notice of Sale or Lease. In the event an Owner sells or leases such Owner's Lot, the Owner shall give to the Association, in writing, prior to the effective date of such sale or lease, the name of the purchaser or lessee of the Lot and such other information as the Board may reasonably require.

Section 13. Agreements. Subject to the prior approval of Declarant (so long as the Class "B" membership exists), all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board of Directors shall

be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

Section 14. Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, or any Rule or Regulation, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

Section 15. Variances. Notwithstanding anything to the contrary contained herein, the Board of Directors or its designee shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any Rule or Regulation promulgated pursuant thereto if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Community.

IN WITNESS WHEREOF, the undersigned, on behalf of Declarant herein, have executed this instrument and affixed their corporate seals this 24th day of October, 2002.

Signed, sealed and delivered in the presence of:

Aimee Belee

Witness

[Signature]

Notary Public

My Commission Expires:

Meadow Brook Ridge, LLC
a Georgia limited liability company

By: [Signature]

Print Name: Don White

Title: Manager

[Corporate Seal]

DANE C. PETERSON
Notary Public, Gwinnett County, Georgia
My Commission Expires May 9, 2005



EXHIBIT "A"

Property Submitted

All those tracts or parcels of land lying and being in Land Lot 35 of the 5th district of Gwinnett County, Georgia, and being all those areas designated as Meadow Brook Ridge, Unit 1 shown and delineated on that certain final Plat of Meadow Brook Ridge Subdivision, Unit 1, as recorded in Gwinnett County Records, which said Plat is incorporated herein and made a part of this description.

EXHIBIT "B"

Common Property

All those tracts of land lying and being in Land Lot 35 of the 5th district of Gwinnett County, Georgia, and being all those areas designated as "*Open Space,*" *Pocket Park*' and "*Detention Pond Lot,*" along with any other common detention ponds, easements, passive recreation areas and/or open spaces as more particularly shown and delineated on that certain final Plat of Meadow Brook Ridge Subdivision, Unit 1, as recorded in Gwinnett County Records, which said Plat is incorporated herein and made a part of this description.

BYLAWS
OF
MEADOW BROOK RIDGE HOMEOWNER'S ASSOCIATION, INC.

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BYLAWS
OF
MEADOW BROOK RIDGE HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I

Name, Membership, Applicability, and Definitions

Section 1. Name. The name of the Association shall be Meadow Brook Ridge Homeowner's Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 2. Membership. The Association shall have two (2) classes of membership, Class "A" and Class "B," as is more fully set forth in that Declaration of Covenants, Conditions and Restrictions for Meadow Brook Ridge (such Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), the terms of which pertaining to membership are specifically incorporated herein by reference.

Section 3. Applicability. These Bylaws provide for the governance of Meadow Brook Ridge in accordance with the Articles of Incorporation for the Meadow Brook Ridge Homeowner's Association, Inc., and the Declaration of Covenants, Condition and Restrictions for Meadow Brook Ridge, recorded in the Gwinnett County, Georgia Records and are applicable to the Common Property and Lots in the Property. These Bylaws are binding on all present and future Owners, tenants, residents, or other persons occupying or using the Lots or facilities of the Property in any manner. The mere acquisition, rental or act of occupancy of any part of said Lots or Property will signify that these Bylaws are accepted, ratified and will be complied with. These Bylaws are subject to the provisions of the Georgia Non-Profit Corporation Code, the Articles of Incorporation of the Association, and the Declaration of Covenants, Conditions and Restrictions for Meadow Brook Ridge, as amended.

Section 4. Registered Office. The Association shall have a registered agent and a registered office in Georgia as initially set forth in the Association's Articles of Incorporation and as the Board of Directors may from time to time determine.

Section 5. Definitions. The words used in these Bylaws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit.

ARTICLE II

Association: Meetings, Quorum, Voting, Proxies, Etc.

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, 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 the Declaration is recorded. 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).

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 of Directors or upon a petition signed by at least twenty-five (25%) percent of all of the votes of the Class "A" membership.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to the Owner of record of each Lot a notice of each annual or special meeting of the Association stating 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 Lot, he or she shall have designated 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. Notices shall be served not less than fifteen (15) nor more than thirty (30) days before a meeting. No business shall be transacted at a special meeting, except as stated in the notice.

Section 5. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, 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 Members who are present at such meeting, either 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. Proxies. At all meetings of Members, each Member 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 Member of his or her Lot, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a

Member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

Section 8. Quorum. The presence, in person or by proxy, at the beginning of a meeting of twenty-five (25%) percent of the total eligible votes of the Association 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.

Section 9. Consents. Any action which may be taken by a vote of the Members may also be taken by written consent, without a meeting, provided, that such action is taken in accordance with the provisions of the Georgia Non-profit Corporation Code.

Section 10. Written Ballot. Any action to be taken at any annual, regular or special meeting of Members may be taken without a meeting if approved by written ballot as provided herein. The Association shall deliver a written ballot to each Member entitled to vote on the matter. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot of any action shall be valid when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting held to authorize such action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirements, state the percentage of approvals necessary to approve each matter other than the election of Directors and specify the time by which a ballot must be received by the Association in order to be counted. A timely written ballot received by the Association may not be revoked without the consent of the Board of Directors. The results of each action by written ballot shall be certified by the Secretary and shall be included in the minutes of meetings of Members filed in the permanent records of the Association.

Section 11. Conduct of Business. The President shall preside over all meetings of the Lot Owners and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions duly adopted as well as all other transaction occurring at such meetings.

ARTICLE III

Board of Directors: Number, Powers, Meetings, Etc.

A. Composition and Selection.

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 2 of this Article, the Directors must reside in the Community and shall be Members or spouses of such Members; provided, however, no Person and his or her spouse may serve on the Board at the same time. Any Director who ceases to be a Lot Owner or a spouse of a Lot

Owner shall not be eligible to serve as a Director. Notwithstanding the above, the term "Lot Owner" shall be deemed to include, without limitation, any shareholder, director, officer, partner in, or trustee of any Person which is, either alone or in conjunction with any other Person or Persons, a Lot Owner. However, any individual who would not be eligible to serve as a member of the Board of Directors were he not a shareholder, director, officer, partner in, or trustee of such Person, shall be deemed to have disqualified himself or herself from continuing in office if he or she ceases to have any such affiliation with the Person.

Section 2. Directors Appointed by Declarant. 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 Class "B" membership ceases to exist, as set forth in the Declaration, unless the Declarant earlier surrenders this right. Directors selected by Declarant need not meet the qualifications provided in Section 1 of this Article. Each Owner, by acceptance of a deed or other conveyance of a Lot, vests in Declarant such authority to appoint and remove Directors and officers of the Association.

Section 3. Number of Directors. Except for the Board which shall be appointed as provided in Section 2 of this Article, the Board shall consist of no more than five (5) members.

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 to the members and to solicit votes.

Section 5. Election and Term of Office. Owner-elected Directors shall be elected and hold office as follows:

(a) After the Declarant's right to appoint Directors and officers terminates, the Association shall call a special meeting to be held at which Owners shall elect no more than five (5) Directors.

(b) At annual meetings of the membership thereafter, Directors shall be elected. All eligible Members of the Association shall vote on all Directors to be elected, and the candidate(s) receiving the most votes shall be elected.

The initial term of three (3) Directors shall be fixed at one (1) year and the initial term of two (2) Directors shall be fixed at two (2) years. At the expiration of the initial term of office of each respective member of the Board of Directors, a successor shall be elected to serve for a term of two (2) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

Section 6. Removal of Directors. At any regular or special meeting of the Association duly called, any one (1) or more of the members of the Board of Directors may be removed, with or without cause, by a Majority of the Members of the Association, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners 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 thirty (30) days may be removed by a Majority vote of the Directors and 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 Association, 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. Organizational Meetings. The first meeting of the members of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 9. Regular Meetings. Regular meetings of the Board of Directors 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 of Directors 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; or (c) by a telephone communication, either directly to the Director or to a Person at the Director's home or office. All such notices shall be given or sent to the Director's address or telephone number as shown on the records of the Association and shall be delivered three (3) days prior to the date of the meeting.

Section 11. Waiver of Notice. The transaction of any meeting of the Board of Directors, 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 of Directors, 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 the 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.

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. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors 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.

Section 17. Voting, Tie Votes. At all meetings of the Board of Directors, each Director, including the President, shall be entitled to cast one (1) vote. In the event of a tie vote by the Board of Directors, the President may, in addition to his or her vote as a Board Member, exercise a supplemental vote to break the tie vote.

Section 18. Decision of Board. The act of a Majority of the Directors present at the meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by the Articles of Incorporation.

Section 19. Telephonic Participation. One (1) or more Directors may participate in and vote during any regular or special meeting of the Board by telephone conference call or similar communication equipment by means of which all Persons participating in the meeting can hear each other at the same time, and those Directors so participating shall be present at such meeting. Any such meeting at which a quorum participates shall constitute a regular meeting of the Board.

C. Powers and Duties.

Section 20. 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 of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these Bylaws directed to be done and exercised exclusively by the Members. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board

of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

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

(b) making assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment;

(c) providing for the operation, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association;

(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 and rules and regulations;

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

(h) enforcing by legal means the provisions of the Declaration, these Bylaws, and the Rules and Regulations adopted by it, and bring any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(i) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(j) paying the cost of all services rendered to the Association or its members which are not directly chargeable to Owners;

(k) 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;

(l) contracting with any Person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with trusts, condominiums, 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;

(m) borrowing money on behalf of the Association;

(n) determining how to expend the assessments and other funds on hand

belonging to the Association, including but not limited to the purpose of improving the Common Property; and

(o) taking all other actions the Board of Directors deems necessary or proper for the sound management of the Community and fulfillment of the terms and provisions of the Act, the Declaration, and these Bylaws.

In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to perform and be responsible for any and all functions necessary or property for the administration and operation of the Community, unless otherwise particularly and specifically given to the membership.

Section 21. Management Agent. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Declarant or an affiliate of the Declarant may be employed as managing agent or manager. The term of any management agreement shall not exceed one (1) year and shall be subject to termination by either party, without cause and without penalty, upon thirty (30) days' written notice.

Section 22. Fining Procedure. The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

(a) Notice. Written notice shall be served upon the violator specifying:

(i) the nature of the violation and the fine imposed;

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

(iii) the name, address and telephone numbers of a person to contact to challenge the fine;

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

(v) 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.

(b) Hearing. If a hearing is requested, it shall be held before the Board in executive session, and the 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.

D. Boards or Committees.

Section 23. Architectural Review Board. The Board shall establish an Architectural Review Board for the purpose of establishing and maintaining architectural standards on the Property.

Section 24. Nominating Committee. The Board of Directors may establish a Nominating Committee for the purpose of nominating candidates for election to the Board of Directors.

Section 25. Additional Committee. The Board of Directors shall have the power and authority to create and establish other committees as it deems desirable. Any such committee shall advise the Board of Directors of matters pertaining to the purpose for which any such committee shall have been created and shall have and exercise such powers as may be provided by resolution of the Board of Directors. Each such committee shall be comprised of one (1) or more Lot Owners and may, but need not, include one or more members of the Board of Directors. The members, including the chairman, of any such committee, shall be appointed by a Majority vote of, and shall serve at the pleasure of the Board of Directors. A Majority of the members of any such committee shall constitute a quorum.

Section 26. Minutes. Each committee shall keep regular minutes of its proceedings and report the same to the Board when required.

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 of Directors.

Section 2. Election, Term of Office, and Vacancies. Except during the period in which the Declarant has the right to appoint the officers of the Association under Article III, Section 2 of these Bylaws, the officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors 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 of 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 of Directors and shall have charge of such books and papers as the Board of Directors may direct and shall, in general, perform all duties incident of 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 full and accurate financial records and books of account showing all receipts disbursements, for preparing 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 of Directors.

Section 8. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, 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.

Section 9. Dissolving the Association. (As stated in Article 13 of the Articles of Incorporation of Meadow Brook Ridge Homeowner's Association, the association may be dissolved with assent given in writing and signed by not less than 2/3 of each class of members.) **The association may not be dissolved without prior advanced approval from the Gwinnett County Board of Commissioners.**

ARTICLE V

Miscellaneous

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

Section 2. Conflicts. If there are conflicts or inconsistencies between the provisions of Georgia law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of Georgia law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

Section 3. Amendment. These Bylaws may be amended at a regular or special meeting of the Members, by the affirmative vote or written consent, or any combination thereof, of a majority of a quorum of Members present in person or by proxy; provided, however, that the Veterans Administration ("VA") (if it is then guaranteeing any Mortgage in the Community) and/or the Federal Housing Administration ("FHA") (if it is then guaranteeing any Mortgage in the Community) shall have the right to veto amendments to these Bylaws for as long as the Class "B" membership exists; provided, further, that so long as the Class "B" membership exists, no amendment to these Bylaws shall become effective unless approved by Declarant.

Section 4. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws or the intent of any provisions thereof.

Section 5. Gender and Grammar. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 6. Agreements. Subject to the provisions of the Declaration or these Bylaws, all agreements and determinations lawfully authorized by the Board of Directors of the Association shall be binding upon all Lot Owners, their heirs, legal representatives, successors, assigns, or others having an interest in the Property, and in performing its responsibilities hereunder, the Association, through the Board of Directors, shall have the authority to delegate to such Persons of its choice such duties of the Association as may be determined by the Board of Directors.

Section 7. Rights of Action. The Association and any aggrieved Lot Owner shall be granted a right of action against Lot Owners for failure to comply with the provisions of the Declaration, these Bylaws, the Rules and Regulations of the Association or equivalent documents, or with decisions of the Association which are made pursuant to authority granted the Association in such documents.

Section 8. Seal. The Association shall have a corporate seal which shall have inscribed thereon the name of the association, the year of its organization and the words "Corporate Seal Georgia." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced. The Board of Directors may from time to time authorize any other officer to affix the seal of the Association and to attest to such affixation by his signature.

Section 9. Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation, Bylaws, and any Rule and Regulations of the Association shall be available for inspection by any Members at the principal office of the Association, where copies may be purchased at a reasonable cost.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 24th day of October, 2002.

MEADOW BROOK RIDGE
HOMEOWNER'S
ASSOCIATION, INC.

Witness: Aimee Balle

By: [Signature]

Notary: [Signature]

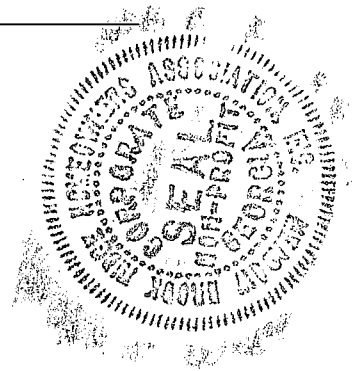
Print Name: Jerry White

Print Title: President

My Commission Expires:

DANE C. PETERSON
Notary Public, Gwinnett County, Georgia
My Commission Expires May 9, 2005

(Corporate Seal)



**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MEADOW BROOK RIDGE**

304121

BK 32490PG0134

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MEADOW BROOK RIDGE (All Phases and Units), is made on the date hereinafter set forth and amends, modifies, corrects and/or supplements those declarations as heretofore recorded by Meadow Brook Ridge, LLC., a Georgia Limited Liability Company, (hereinafter sometimes, along with successors and assigns in title, as defined hereinafter, called "Declarant"), which said declarations are recorded in Deed Book 29499, Pages 131 through 176, Gwinnett County Records, (said declarations being hereafter referred to collectively as the "Declarations").

WITNESSETH, THAT:

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

WHEREAS, Declarant desires to annex and add the Property to Meadow Brook Ridge as an additional unit thereto.

NOW, THEREFORE, said Declarations are hereby amended, modified and supplemented as follows:

The Property described in the Exhibit "A" attached to this Amendment is hereby incorporated into and made a part of the property which is the subject of the Declarations and shall be subject to all covenants, conditions and restrictions as contained therein.

Except as modified by the addition of the Property described in the Exhibit "A", the provisions of the Declarations shall remain unchanged and in full force and effect other than as modified herein.

IN WITNESS WHEREOF, the undersigned, on behalf of the Declarant herein, has executed this Second Amendment and affixed its seal this 8th day of January, 2003.

Signed, sealed and delivered in the presence of:

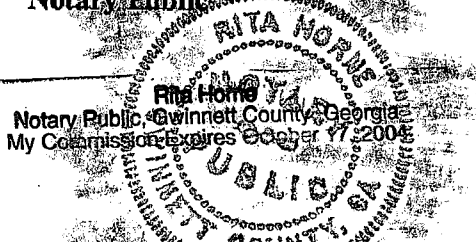
**DECLARANT:
MEADOW BROOK RIDGE, LLC**

Aimee Bell
Unofficial Witness *Aimee Bell*

By: *Don White*
Don White, Manager

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.
03 MAY 12 AM 10:44
TOM LAWRENCE, CLERK

Rita Horne
Notary Public



098762

SCI
2330 Hewatt Rd.
Snellville GA 30039

EXHIBIT "A"
Description of the Property
(Meadow Brook Ridge Subdivision, Unit 2)

All that tract or parcel of land lying and being in Land Lot 35 of the 5th District of Gwinnett County, Georgia, and being all of that certain residential subdivision identified Meadow Brook Ridge, Unit 2, as per a final Plat thereof prepared by SCI Development Services, dated 11/12/02, as recorded in Plat Book 98, Pages 42 through 43, Gwinnett County Records, which said Plat is incorporated herein by this reference and made a part of this description, including all common areas and open space set forth therein.

BK 29742 PG 0220

GWINNETT CO. GEORGIA
REAL ESTATE TRANSFER TAX

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.

\$ none
TOM LAWLER CLERK OF
SUPERIOR COURT

02 NOV 18 PM 12:23

TOM LAWLER, CLERK

Return Recorded Instrument To:
MS. AIMEE BELL
INTEGRITY ENTERPRISES, LLC
4355 Atlanta Highway
Logansville, GA 30052

Document Preparation Only at Request of Grantee
with information supplied by Grantor
No title certification by deed preparer

309328

STATE OF GEORGIA

COUNTY

WARRANTY DEED

THIS INDENTURE, made the 15th day of October, 2002, between MEADOW BROOK RIDGE, LLC, as party of the first part, hereinafter called Grantor, and MEADOW BROOK RIDGE HOMEOWNERS ASSOCIATION, INC., as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context so requires or permits).

WITNESSETH, THAT, Grantor, in consideration of TEN DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto GRANTEE:

All those tracts or parcels of land lying and being in Land Lot 35 of the 5th District of Gwinnett County, Georgia, and being all those areas designated as "Open Space," "Pocket Park" and "Detention Pond Lot," along with any other common detention ponds, easements, passive recreation areas and/or open spaces as more particularly shown and delineated on that certain final Plat of Meadow Brook Ridge Subdivision, Unit 1, as recorded in Plat Book 95, Pages 284 and 286, Gwinnett County Records, which said Plat is incorporated herein and made a part of this description.

This deed is given subject to all declarations, covenants, restrictions, easements, regulations and ordinances affecting the above described property.

The purpose of this deed is to convey title and exclusive control of the above described common areas of said Subdivision to the Grantee herein pursuant to and by virtue of the terms and conditions contained in the Declaration of Covenants, Conditions and Restrictions for Meadow Brook Ridge Subdivision (the "Declarations"), as such Declarations may now or subsequently be recorded and amended.

The property conveyed hereinabove designated as "Open Space" shall remain permanently protected open space and shall not be cleared or developed except in accordance with Section 1316.6.b of the 1985 Zoning Resolutions of Gwinnett County.

The interest herein conveyed shall run with said land and will benefit the Grantee herein and all future property owners within all recorded Units of Meadow Brook Ridge Subdivision.

TO HAVE AND TO HOLD the Land with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or anyway appertaining, to the only proper use, benefit and behoof of Grantee forever in Fee Simple.

AND GRANTOR WILL WARRANT and forever defend the right and title to the Land unto Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed Sealed and delivered
in the presence of:

Meadow Brook Ridge, LLC

Aimee Bell
Unofficial Witness

By: [Signature] (Seal)
DON WHITE Manager

Rita Home
Notary Public

208939

Rita Home
Notary Public, Gwinnett County, Georgia
My Commission Expires October 17, 2004

