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After Recording Return To:  
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Cross Reference:  
Deed Book 12630, Page 98  
Deed Book 12630, Page 120

STATE OF GEORGIA  
  
COUNTY OF DEKALB

**AMENDED AND RESTATED DECLARATION OF**  
**COVENANTS, RESTRICTIONS AND EASEMENTS**  
  
**FOR LANTERN RIDGE**

WHEREAS, McCar Development Corp., a Georgia corporation (hereafter referred to as the "Declarant"), recorded that certain Declaration of Covenants, Restrictions and Easements for Lantern Ridge Community on November 13, 2001, in Deed Book 12630, Page 98, *et seq.* of the DeKalb County, Georgia land records (hereafter referred to as "Original Lantern Ridge Community Declaration");

WHEREAS, Lantern Ridge Community Association, Inc. (hereafter referred to as "Lantern Ridge Community Association") is the homeowners association identified and defined within the Original Lantern Ridge Community Declaration;

WHEREAS, the Bylaws of Lantern Ridge Community Association, Inc. (hereafter referred to as "Original Lantern Ridge Community Bylaws") are the bylaws of the Lantern Ridge Community Association;

WHEREAS, pursuant to Article II, Section 3 of the Original Lantern Ridge Community Declaration, the Declarant recorded that certain Supplemental Declaration of Covenants, Restrictions and Easements for Lantern Ridge Townhomes on November 13, 2001, in Deed Book 12630, Page 12, *et seq.* of the DeKalb County, Georgia land records (hereafter referred to as "Original Lantern Ridge Townhomes Declaration");

WHEREAS, pursuant to Article II, Section 3 of the Original Lantern Ridge Community Declaration, the Declarant established Lantern Ridge Townhomes as a Neighborhood by the recording of the Original Lantern Ridge Townhomes Declaration;

WHEREAS, Lantern Ridge Townhome Association, Inc. (hereafter referred to as "Lantern Ridge Townhome Association") is the Neighborhood Association identified and defined within the Original Lantern Ridge Townhomes Declaration;

WHEREAS, the Bylaws of Lantern Ridge Townhome Association, Inc. (hereafter referred to as "Original Lantern Ridge Townhome Bylaws") are the bylaws of the Lantern Ridge Townhome Association;

WHEREAS, pursuant to Article VIII of the Original Lantern Ridge Community Declaration, the Original Lantern Ridge Community Declaration may be amended only upon the approval of 2/3 of the Lot Owners (other than Declarant) and the approval of the Declarant (if during the Development Period);

WHEREAS, pursuant to Article VII of the Original Lantern Ridge Community Bylaws, the Original Lantern Ridge Community Bylaws may be amended if approved by at least 2/3 of the votes cast at a meeting called and held for the purpose of considering such proposed amendment;

WHEREAS, pursuant to Article VIII of the Original Lantern Ridge Townhomes Declaration, the Original Lantern Ridge Townhomes Declaration may be amended only upon the approval of 2/3 of the Lot Owners (other than Declarant) and the approval of the Declarant (if during the Development Period);

WHEREAS, pursuant to Article VII of the Original Lantern Ridge Townhome Bylaws, the Original Lantern Ridge Townhome Bylaws may be amended if approved by at least 2/3 of the votes cast at a meeting called and held for the purpose of considering such proposed amendment;

WHEREAS, pursuant to the terms of the Original Lantern Ridge Community Declaration and the terms of the Original Lantern Ridge Townhomes Declaration, the Development Period has expired;

WHEREAS, pursuant to the Georgia Nonprofit Corporations Code, any action that can be taken at a meeting can be taken without a meeting if consented to by at least a majority of the members;

WHEREAS, the Amended and Restated Declaration of Covenants, Restrictions and Easements for Lantern Ridge and the Amended and Restated Bylaws of Lantern Ridge Community Association, Inc. have been approved by at least 2/3 of the Lot Owners subject to the Original Lantern Ridge Community Declaration;

WHEREAS, the Amended and Restated Declaration of Covenants, Restrictions and Easements for Lantern Ridge and the Amended and Restated Bylaws of Lantern Ridge Community Association, Inc. have been approved by at least 2/3 of the Lot Owners subject to the Original Lantern Ridge Townhomes Declaration;

NOW, THEREFORE, the Original Lantern Ridge Community Declaration, the Original Lantern Ridge Community Bylaws, the Original Lantern Ridge Townhomes Declaration, and the Original Lantern Ridge Townhome Bylaws are hereby stricken in their entirety and the following are simultaneously substituted therefor:

**AMENDED AND RESTATED DECLARATION OF**  
**COVENANTS, RESTRICTIONS, AND EASEMENTS**  
**FOR LANTERN RIDGE**



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- EXHIBIT "B" - AMENDED AND RESTATED BYLAWS



**AMENDED AND RESTATED DECLARATION OF**  
**COVENANTS AND RESTRICTIONS**  
**FOR LANTERN RIDGE**

ARTICLE I.           GEORGIA PROPERTY OWNERS' ASSOCIATION ACT

Lantern Ridge is a residential property owners' development which is submitted to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, *et seq.*, as may be amended or supplemented.

ARTICLE II.           DEFINITIONS

2.1. Act means the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, *et seq.*, as may be amended or supplemented.

2.2. Association means Lantern Ridge Community Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

2.3. Common Area means 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. Common Area shall additionally mean any entrance monument and sign for the Community, as well as any associated improvements and landscaping. Common Area shall further mean all that property shown on the plats for the Community other than the Lots shown thereon.

2.4. Board or Board of Directors means the elected body responsible for the management and operation of the Association.

2.5. Bylaws mean the Amended and Restated Bylaws of Lantern Ridge Community Association, Inc., attached to this Declaration as Exhibit "B" and incorporated herein by this reference.

2.6. Community or Lantern Ridge means all property subjected and annexed to this Declaration, the Original Lantern Ridge Community Declaration, and the Original Lantern Ridge Townhomes Declaration.

2.7. Community-Wide Standard means the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board.

2.8. Deck means the wooden deck attached to the rear of each Townhome Lot as part of the original construction of each Townhome Lot.

2.9. Declaration means this Amended and Restated Declaration of Covenants, Restrictions, and Easements for Lantern Ridge.

2.10. Detached Lot means a portion of the Community not located within the Lantern Ridge Townhomes Property intended for ownership and use as a single-family dwelling site and as shown on the plats for the Community recorded in the DeKalb County, Georgia land records.

2.11. Domestic Partner means any adult who cohabitates with an Owner, and who has been designated as the Owner's Domestic Partner in a written statement, signed by the Owner and filed with the Association's secretary. A person shall no longer be a Domestic Partner upon the secretary's receipt of a written termination notice, signed by either the Owner or the Domestic Partner.

2.12. Effective Date of this Declaration means the date that this Amended and Restated Declaration of Covenants, Restrictions, and Easements for Lantern Ridge is recorded in the DeKalb County, Georgia land records.

2.13. Lantern Ridge Townhomes Neighborhood means the neighborhood previously designated in that certain Original Lantern Ridge Townhomes Declaration and further described in Exhibit "A-2" attached hereto and incorporated herein.

2.14. Lantern Ridge Townhomes Neighborhood Assessments mean assessments levied against the Townhome Lots in the Lantern Ridge Townhomes Neighborhood to fund Lantern Ridge Townhomes Neighborhood Expenses, as more particularly described in Article VII, Section 7.5, of this Declaration.

2.15. Lantern Ridge Townhomes Neighborhood Common Area means 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 within the Lantern Ridge Townhomes Neighborhood and located within the Lantern Ridge Townhomes Neighborhood. Lantern Ridge Townhomes Neighborhood Common Area shall further mean all that property shown on the plats for Lantern Ridge Townhomes Property other than the Townhome Lots shown thereon.

2.16. Lantern Ridge Townhomes Neighborhood Expenses mean and include the actual and estimated expenses incurred or anticipated to be incurred by the Association for the benefit of the Owners of a Townhome Lot within the Lantern Ridge Townhomes Neighborhood, which may include, without limitation, maintenance, repair, and operation of any property within the Lantern Ridge Townhomes Neighborhood and a reasonable reserve for capital repairs and

replacements, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized herein.

2.17. Lantern Ridge Townhomes Neighborhood Special Assessments means special assessments levied against the Townhome Lots in the Lantern Ridge Townhomes Neighborhood to fund Lantern Ridge Townhomes Neighborhood Expenses, as more particularly described in Article VII, Section 7.8, of this Declaration.

2.18. Lantern Ridge Townhomes Property means all that property previously submitted to the Original Lantern Ridge Townhomes Declaration and further described in Exhibit "A-2" attached hereto and incorporated herein.

2.19. Limited Common Area means a portion of the Common Area primarily benefiting one or more, but less than all, of the Lots and reserved for the exclusive use of the Owners or Occupants of the Lots to which the Limited Common Area is assigned, as more particularly described in Article V.

2.20. Lot means a portion of the Community intended for ownership and use as a single-family dwelling site and as shown on the plats for the Community recorded in the DeKalb County, Georgia land records. The term "Lot" shall include a Detached Lot and a Townhome Lot.

2.21. Mortgage means any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation against a Lot.

2.22. Mortgagee or Mortgage Holder means the holder of any Mortgage.

2.23. Occupant means any Person occupying a Lot for any period of time, regardless of whether such Person is a tenant or the Owner of such Lot.

2.24. Original Lantern Ridge Community Declaration means the original Declaration of Covenants, Restrictions and Easements for Lantern Ridge Community recorded on November 13, 2001, in Deed Book 12630, Page 98, *et seq.* of the DeKalb County, Georgia land records, as amended.

2.25. Original Lantern Ridge Townhomes Declaration means the original Supplemental Declaration of Covenants, Restrictions and Easements for Lantern Ridge Townhomes on November 13, 2001, in Deed Book 12630, Page 12, *et seq.* of the DeKalb County, Georgia land records, as amended.

2.26. Owner means the record title holder of a Lot, whether one or more Persons, but shall not include a Mortgage Holder.

2.27. Patio Area means the concrete area poured under the Deck behind each Townhome Lot as part of the original construction of each Townhome Lot.

2.28. Person means any individual, corporation, firm, association, partnership, trust, or other legal entity.

2.29. Stoop means the front stoop that is constructed as part of the original construction of each Townhome Lot.

2.30. Townhome Lot means a portion of the Community located within the Lantern Ridge Townhomes Property intended for ownership and use as a single-family dwelling site and as shown on the plats for the Community recorded in the DeKalb County, Georgia land records.

### ARTICLE III. PROPERTY SUBJECT TO DECLARATION

The property subject to this Declaration is as follows: (1) all that property described in Exhibit "A" attached hereto and incorporated herein by this reference; (2) all that property subjected to the Original Lantern Ridge Community Declaration, including all prior amendments and supplements thereto; and (3) all that property subjected to the Original Lantern Ridge Townhomes Declaration, including all prior amendments and supplements thereto.

### ARTICLE IV. TOWNHOME LOT BOUNDARIES

Notwithstanding the depiction of the boundaries of any Townhome Lot on the applicable plats for the Community, the boundaries of each Townhome Lot shall be as follows: The side boundary of each Townhome Lot shall be a line consistent with and along the center of all firewalls separating a Townhome Lot from another Townhome Lot. The front and rear boundary, and the side boundary of each Townhome Lot which does not separate a Townhome Lot from another Townhome Lot, shall be a line consistent with and along the outer exterior surface of the outside wall of such Townhome Lot. In the event of any discrepancy between the boundaries of a Townhome Lot, as described herein and the boundaries of such Townhome Lot shown on the applicable plat of the Community, the description of the boundaries of the Townhome Lot set forth herein shall control. All of the area within the boundaries of each of the Townhome Lots, as herein described, and as shown and depicted on the applicable plat of the Community, shall for all purposes constitute real property which may be owned in fee simple, subject to the terms, provisions, liens, charges, covenants, easements and restrictions of this Declaration.

There shall be appurtenant to each Townhome Lot an easement upon, over, and across the Lantern Ridge Townhomes Neighborhood Common Area for the exclusive use and enjoyment of the Stoop, Deck and Patio Area that is annexed to such Townhome Lot. Such

easement shall include the right to place potted plants, furniture and other ornamentation in and on such areas in accordance with and subject to the provisions of this Declaration.

#### ARTICLE V. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

5.1. Membership. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be a member of the Association. This 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.

5.2. Voting. Members shall be entitled to one (1) equal vote for each Lot owned. When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners determine among themselves. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it. A member's right to vote shall automatically be suspended during any period in which a member is more than thirty (30) days delinquent on any assessment or charge, and the member shall be ineligible to vote on any matter until the member's account balance has been paid in full. Such member's vote shall not count for any purpose, including the establishment of a quorum.

5.3. Entity Members. In the event an Owner is a corporation, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary, or other designated agent of such trust, or manager of such other legal entity shall be eligible to represent such entity in the affairs of the Association. Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity which is the Owner of the Lot. The membership rights of an Owner which is a corporation, partnership, or other legal entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

#### ARTICLE VI. ASSOCIATION RIGHTS AND RESTRICTIONS.

6.1. Association Rights and Restrictions. The Association, acting through its Board of Directors, shall have the right and authority, in addition to and not in limitation of any other right it may have, to:

(a) make and to enforce reasonable rules and regulations governing the use of the Lots and of the Common Area;

(b) enforce the Declaration, Bylaws, and rules and regulations of the Association by imposing reasonable monetary fines and suspending use and voting privileges.

These powers, however, shall not limit any other legal means of enforcing such documents or provisions by either the Association or, in an appropriate case, by an aggrieved Owner;

(c) grant permits, licenses, utility easements, and other easements, permits or licenses under, through or over the Common Area;

(d) acquire real and personal property, including any interest therein, and accept permits, licenses, and easements;

(e) the right of the Board of Directors to convey all or a portion of the Common Area to any Person upon the written approval of at least two-thirds (2/3) of the total vote of the Association membership;

(f) control, manage, operate, maintain, replace and, in the Board's discretion, alter or improve all portions of the Community for which the Association is assigned maintenance responsibility under this Declaration;

(g) deal with the Common Area in the event of damage or destruction as a result of casualty loss, condemnation, or eminent domain, in accordance with the provisions of this Declaration; and

(h) represent the Owners in dealing with governmental entities on matters related to the Common Area.

## ARTICLE VII. ASSESSMENTS

7.1. Purpose of Assessment. The Association shall have the power to levy assessments as provided herein. Assessments shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Association and the membership, and for expenses of the Association as provided within the Declaration, and as otherwise authorized by the Board.

7.2. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments and charges to fund common expenses for the general benefit of all Lots pursuant to Section 7.4 of this Article; (ii) special assessments pursuant to Section 7.8 of this Article; and (iii) specific assessments pursuant to Section 7.3 of this Article. In addition, each Owner of a Townhome Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (i) Lantern Ridge Townhomes Neighborhood Assessments pursuant to Section 7.5 of this Article; and (ii) Lantern Ridge Townhomes Neighborhood Special Assessments pursuant to Section 7.8 of this Article.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred (including post-judgment attorney fees from any prior judgment, if any), shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment or the installment thereof became due and payable. Each Owner and the Owner's grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board. The Board of Directors may, but is not obligated to, permit assessments to be paid in monthly, quarterly, or semi-annual installments. No Owner may be exempted from liability, or otherwise withhold payment of assessments, for any reason whatsoever.

The lien provided for herein shall have priority as provided in the Act. The Association, in the Board's discretion, may, but shall not be obligated to, record a notice of such lien in the DeKalb County, Georgia land records evidencing the lien created under the Act and this Declaration.

7.3. Uniform Rate of Annual Assessments and Specific Assessments. Annual assessments and special assessments shall be fixed at a uniform rate for all Lots. Lantern Ridge Townhomes Neighborhood Assessments and Lantern Ridge Townhomes Neighborhood Special Assessments shall be fixed at a uniform rate for all Townhome Lots. Notwithstanding the above, the Board of Directors shall have the power to levy specific assessments against Lots pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board of Directors to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. The Board of Directors shall have the power to levy specific assessments as follows:

(a) Except for expenses incurred for maintenance and repair of items which are the Association's maintenance responsibility hereunder, any common expenses benefiting less than all of the Lots or significantly disproportionately benefiting all Lots may be specifically assessed equitably among all of the Lots which are benefited according to the benefit received.

(b) Any common expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the licensees or invitees of any Lot may be specifically assessed against such Lot, including attorney's fees actually incurred by the Association in enforcing the Declaration, Bylaws or Association rules and regulations, regardless of whether or not an enforcement lawsuit has been filed.

7.4. Computation of Annual Assessment. Prior to the beginning of each new fiscal year, the Board of Directors shall (1) prepare a budget covering the estimated expenses of the Association for the upcoming new fiscal year and shall fix in the budget the amount of the

annual assessment for the upcoming new fiscal year, and (2) deliver a copy of the budget to each Owner at least sixty (60) days prior to the beginning of the new fiscal year. The budget shall not operate as a limitation on expenditures by the Board, but, rather, the budget is merely an estimate of expenses on which the Board may base the annual assessment. The Board may, but is not obligated to, permit the annual assessment to be paid in monthly, quarterly, or semi-annual installments. The budget and the annual assessment shall become effective unless disapproved by the majority of the total vote of the Association membership at a meeting of the membership held at least thirty (30) days prior to the beginning of the new fiscal year. Said meeting may be the annual meeting of the members if the annual meeting is held at least thirty (30) days prior to the beginning of the new fiscal year or may be at a special meeting requested in accordance with the Bylaws. If either (1) the membership disapproves the budget at least thirty (30) days prior to the beginning of the new fiscal year as provided herein, or (2) the Board fails for any reason to either (a) prepare a budget and fix the amount of the annual assessment for the new fiscal year or (b) deliver the budget to the members, as provided herein, then the budget and annual assessment in effect for the current fiscal year shall continue for the upcoming new fiscal year.

7.5. Computation of Neighborhood Assessments. Prior to the beginning of each new fiscal year, the Board of Directors shall (1) prepare a separate budget covering the estimated Lantern Ridge Townhomes Neighborhood Expenses to be incurred by the Association for the Lantern Ridge Townhomes Neighborhood for the upcoming new fiscal year and shall fix in the budget the amount of the Lantern Ridge Townhomes Neighborhood Assessment for the upcoming new fiscal year, and (2) deliver a copy of the budget to each Owner of a Townhome Lot at least sixty (60) days prior to the beginning of the new fiscal year. The budget shall not operate as a limitation on expenditures by the Board, but, rather, the budget is merely an estimate of Lantern Ridge Townhomes Neighborhood Expenses on which the Board may base the Lantern Ridge Townhomes Neighborhood Assessment. The Board may, but is not obligated to, permit the Lantern Ridge Townhomes Neighborhood Assessment to be paid in monthly, quarterly, or semi-annual installments. The budget and the Lantern Ridge Townhomes Neighborhood Assessment shall become effective unless disapproved by the majority of the Owners of the Townhome Lots at a meeting of the membership held at least thirty (30) days prior to the beginning of the new fiscal year. Said meeting may be the annual meeting of the members if the annual meeting is held at least thirty (30) days prior to the beginning of the new fiscal year or may be at a special meeting requested in accordance with the Bylaws. If either (1) the Owners of the Townhome Lots disapproves the budget at least thirty (30) days prior to the beginning of the new fiscal year as provided herein, or (2) the Board fails for any reason to either (a) prepare a budget and fix the amount of the Lantern Ridge Townhomes Neighborhood Assessment for the new fiscal year or (b) deliver the budget to the Owners of the Townhome Lots, as provided herein, then the budget and Lantern Ridge Townhomes Neighborhood Assessment in effect for the current fiscal year shall continue for the upcoming new fiscal year.

7.6. Fiscal Year. The fiscal year of the Association may be set by Board resolution or, in the absence thereof, shall be the calendar year.



7.7. Reserve Budget and Reserve Account. The Board may prepare an annual or multi-year reserve budget which shall take into account the number and nature of replaceable assets, the expected life of such assets, and the expected repair or replacement costs of the assets. The Board may establish a reserve account for such expected repair or replacement costs, and may fund the reserve account from collected assessments. The reserve budget shall not operate as a limitation on the expenditures of funds in the reserve account, but, rather, the Board may spend funds in the reserve account as deemed reasonable by the Board.

7.8. Special Assessments. In addition to the other assessments authorized herein, the Association may levy: (i) special assessments on the entire membership of the Association, if such special assessment is for expenses benefitting all Lots, upon approval of the Association members holding at least two-thirds (2/3) of the total votes of the Association; and (ii) Lantern Ridge Townhomes Neighborhood Special Assessments on the Townhome Lots within the Lantern Ridge Townhomes Neighborhood, if such Lantern Ridge Townhomes Neighborhood Special Assessments is for Lantern Ridge Townhomes Neighborhood Expenses, upon approval of at least two-thirds (2/3) of the Owners of the Townhome Lots. Any such special assessments and Lantern Ridge Townhomes Neighborhood Special Assessments shall be paid as determined by the Board, and the Board may permit such special assessments and Lantern Ridge Townhomes Neighborhood Special Assessments to be paid in installments extending beyond the fiscal year in which the special assessment or Lantern Ridge Townhomes Neighborhood Special Assessment is imposed.

7.9. Capital Contribution Assessments (Initiation Fee). Upon the conveyance of ownership of a Lot, including all resales, a capital contribution assessment (an initiation fee) shall become due and payable to the Association by each new Owner. The amount of the capital contribution assessment shall be set by the Board of Directors at any time during the year in which this Amended and Restated Declaration of Covenants, Restrictions, and Easements for Lantern Ridge is recorded in the DeKalb County, Georgia land records. Thereafter, prior to the beginning of each new fiscal year, the Board of Directors may determine the amount of the capital contribution assessment for the upcoming new fiscal year. The amount of the capital contribution assessment shall not exceed the annual assessment in effect for the fiscal year in which the conveyance of ownership occurs. In the event the Board does not determine the amount of the capital contribution assessment prior to the beginning of the next fiscal year, then the capital contribution assessment amount in effect at such time shall, by default, continue for the next fiscal year. The capital contribution assessment shall not be deemed to be an advance payment of any assessment and may not be paid in lieu of any assessment. The capital contribution assessment shall be the personal obligation of the new Owner and shall constitute a lien against the Lot. Notwithstanding anything to the contrary herein, no capital contribution assessment shall be due as a result of a conveyance of a Lot to an Owner's spouse or Domestic Partner, the heir of a deceased Owner, or a corporation, partnership, company, or legal entity in which the Owner is a principal.

7.10. Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

(a) If any assessment, fine, or charge is not paid in full within ten (10) days of the due date, a late charge equal to the greater of ten dollars (\$10.00) or ten percent (10%) of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner, and interest at the rate of ten percent (10%) per annum, or such higher rate as permitted by the Act, shall accrue from the due date.

(b) If partial payment of an assessment, fine, or charge is made, the amount received may be applied by the Board, in respective order, to post-judgment attorney's fee from any prior judgment, if any, then to costs and attorney's fees not reduced to a judgment, then to interest, then to late charges, then to delinquent assessments and then to current assessments.

(c) If an assessment, fine, or charge due from an Owner remains delinquent and unpaid for more than thirty (30) days from the date due, then a notice of delinquency may be given to that Owner stating that if the unpaid assessment or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board may accelerate and declare immediately due all of that owner's unpaid installments of the assessment. If the Owner fails to pay all amounts currently due within ten (10) days of the date of the notice of delinquency, the Board may then accelerate and declare immediately due all installments of the assessment without any further notice being given to the delinquent Owner. Upon acceleration, that Owner shall thereby lose the privilege of paying the assessment and all future assessments in installments, unless reinstated in the Board's discretion. The notice of acceleration provided herein may be included in a collection litigation complaint filed against an owner for unpaid assessments and charges.

(d) If an assessment, fine, or charge remains unpaid more than sixty (60) days after the due date, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Act, the Declaration, the Bylaws, and Georgia law, including reasonable attorney's fees actually incurred (and including post-judgment attorney's fees from any prior judgment, if any).

(e) A member's right to vote and right to use the recreational facilities shall automatically be suspended without notice during any period in which a member is more than thirty (30) days delinquent on any assessment or charge, and the member shall be ineligible to vote on any matter or use the recreational facilities until the member's account balance has been paid in full.

(f) If an assessment, fine, or charge remains unpaid more than sixty (60) days after the due date, the Association, acting through the Board, shall have the right to suspend water or other utility services to the Lot, including cable television, paid for as a common expense by the Association. Any costs incurred by the Association in discontinuing and/or reconnecting any utility service, including reasonable attorney's fees, shall be an assessment against the Lot. The

water or other utility services shall not be required to be restored until all amounts owed by the Owner have paid in full and the expenses to disconnect and/or reconnect the water or utility service have been paid in full. An Owner whose utility or service has been suspended hereunder shall not be entitled to use any such utility or service from any source, and any such unauthorized use shall be considered a theft of services.

7.11. Statement of Account. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against such Lot. The Association shall respond in writing within five (5) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten dollars (\$10.00) or such higher amount as may be authorized under the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein.

## ARTICLE VIII. ARCHITECTURAL CONTROLS

8.1. Architectural Standards. No Owner, Occupant, or any other Person may make any exterior change, alteration, modification (including exterior painting), or construction on a Lot, nor erect, place or post any thing or object which may affect the appearance of a Lot (including, but not limited to, any fence, playground equipment, light (except for reasonable seasonal decorative lights displayed between Thanksgiving and January 15), basketball goal, storm door, exterior sculpture, or fountain), nor place any object in any window which is visible from the exterior of a dwelling, without first obtaining the written approval of the Architectural Review Board ("ARB").

The standard for approval of all improvements hereunder shall include, but not be limited to: (1) aesthetic consideration, (2) materials to be used, (3) compliance with the Community-Wide Standard, this Declaration, or Design Standards which may be adopted by the ARB, (4) harmony with the external design of the existing dwellings, Lots and structures, and the location in relation to surrounding dwellings, structures and topography, and (5) any other matter deemed to be relevant or appropriate by the ARB.

Applications for approval of any such architectural modification shall be in writing and shall provide such information as the ARB may reasonably require. If the ARB fails to approve, conditionally approve, or to disapprove such application within forty-five (45) days after the application and such information as the ARB may reasonably require shall have been submitted, its approval will not be required and this Article shall be deemed complied with, unless such construction, modification or improvement otherwise is in violation of the Declaration, the Bylaws, the Design Guidelines, the Association's rules and regulations, or applicable zoning ordinances.

The ARB shall be the sole arbiter of the application and may withhold approval for any reason whatsoever, including purely aesthetic considerations. The Association, acting through the Board, shall be entitled to stop any construction or modification which is not in conformance with approved plans.

8.2. Architectural Review Board. The Board of Directors shall appoint the members of the ARB. The ARB shall constitute a standing committee of the Association, and the ARB shall consist of the Board unless the Board delegates to other Persons the authority to serve on the ARB. The chairperson of the ARB shall be a Board member. The ARB shall have the authority to select and employ professional consultants to assist it in discharging its duties, the cost of such consultants to be paid by the Owner of any Lot for which an application has been submitted for approval. The Owner of any such Lot shall be responsible for paying the full costs of each review, whether or not the submitted application is approved by the ARB, and the ARB may require payment of all such costs prior to approval of the application. The ARB also may charge reasonable fees to cover the cost of review or inspections performed hereunder.

8.3. Design Guidelines. The ARB may from time to time adopt, promulgate, amend, revoke and enforce guidelines (the "Design Guidelines") for the purpose of:

- (a) governing the form and content of plans and specifications to be submitted to the ARB for approval pursuant to the provisions of this Declaration;
- (b) governing the procedure for such submission of plans and specifications;
- (c) establishing guidelines with respect to the approval of design features, architectural styles, exterior colors and materials, details of construction, location and size of structures and all other matters that require approval by the ARB pursuant to this Declaration; and
- (d) assuring the conformity and harmony of external design and general quality of the Community.

The Design Guidelines may contain general provisions applicable to all of the Community, as well as specific provisions which may vary according to land use and from one portion of the Community to another depending on the location, unique characteristics, and intended use.

8.4. Appeal. In the event the ARB disapproves any application or part thereof, an Owner shall have the right to appeal the ARB's decision to the Board of Directors. Such appeal must be in writing, contain all information the Owner would like the Board to consider, and be mailed to the Association by certified mail, return receipt requested. The Board shall rule on the appeal within thirty (30) days of receiving written notice requesting an appeal from the Owner. If the Board fails to render a decision on such appeal within thirty (30) days after the appeal and

such information as the Board may reasonably require shall have been received, the ARB's decision shall be deemed overturned and this Article shall be deemed complied with, unless such construction, modification or improvement otherwise is in violation of the Declaration, the Bylaws, the Design Guidelines, the Association's rules and regulations, or applicable zoning ordinances.

In ruling on the appeal, the Board shall consider all relevant materials presented to it by either the Owner or the ARB, the decision of the ARB, and the application of the Owner to the ARB. The Board of Directors shall have the final authority to approve, disapprove, or conditionally approve or disapprove the appeal of the Owner. If the Board does not receive written notice from the Owner by certified mail requesting an appeal within fourteen (14) days from the date of the ARB's notice to the Owner of its decision, the decision of the ARB shall become final and all rights of appeal shall terminate.

8.5. Limitation of Liability. Review and approval of any application pursuant to this Article may be made on any basis, including solely the basis of aesthetic considerations, and neither the Association, the Board, the ARB, or any member of any of the foregoing shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. Neither the Association, the Board, the ARB, or any member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner, design, or quality of approved construction or modifications to any Lot, nor may any action be brought against the Association, the Board, the ARB, or any member thereof, for any such injury, damage, or loss. Neither the Association, the Board, the ARB, or any member thereof, shall be liable to any Person for any reason whatsoever for any injuries or damages whatsoever relating in any way to the approval, disapproval or conditional approval of any application submitted to it pursuant to the terms of this Article.

8.6. No Waiver of Future Approvals. Each Owner acknowledges that the members of the Board and the ARB will change from time to time and that interpretation, application, and enforcement of the architectural standards may vary accordingly. The approval of either the Board or the ARB of any proposals, plans, and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval of the Board or the ARB, shall not constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

8.7. Enforcement. Any construction, alteration, or other work done in violation of this Article, the Declaration, the Bylaws, the Design Guidelines or any applicable zoning regulations shall be deemed to be nonconforming. Upon written request from the Board, a violating Owner shall, at the Owner's sole cost and expense, remove such nonconforming construction, alteration, or other work and restore the property to substantially the same condition as existed prior to such construction, alteration or work. Should the Owner fail to do so, the Board or its designees shall

have the right, in addition to all other available remedies to remove the violation and restore the property, or obtain a court order compelling the violating Owner to do so. All costs thereof, including reasonable attorney's fees, may be assessed against such Lot, regardless of whether or not litigation is filed.

In addition to the above, the Board shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Article and its decisions. All costs of any such action, including reasonable attorney's fees, may be assessed against such Lot. Furthermore, the Board shall have the authority to record in the DeKalb County, Georgia land records notices of violation of the provisions of this Article. The Board may also pursue any other enforcement option set forth in this Declaration.

8.8. Completion of Construction. Except with written ARB approval otherwise, and except for delays caused by strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the control of the Owner, all work approved by the ARB hereunder shall be completed within ninety (90) days of the ARB sending the Owner notice of its approval or conditional approval.

8.9. Condition of Approval. As a condition of approval for a requested architectural change, modification, addition, or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance of such change, modification, addition, or alteration, unless otherwise agreed to in writing by the Board. It is the responsibility of every Owner of a Lot to determine for himself or herself what architectural modifications have been made by any predecessor-in-interest. In the discretion of the Board, an Owner may be made to verify such condition of approval by written instrument in recordable form acknowledged by such Owner on behalf of himself or herself and all successors-in-interest.

## ARTICLE IX. USE RESTRICTIONS

Each Owner of a Lot shall be responsible for ensuring that the Owner's family, guests, tenants, and Occupants comply with all provisions of this Declaration, the Bylaws, and the rules and regulations of the Association. Furthermore, each Owner and Occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Owner's family, guests, tenants, or Occupants, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants, or Occupants.

9.1. Residential Use. Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot or any part of the Community, including business uses ancillary to a primary residential use, except that the Owner or Occupant

residing in a dwelling on a Lot may conduct such ancillary business activities within that dwelling so long as (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the dwelling; (2) the business activity does not involve visitation of the Lot by employees, clients, customers, suppliers, or other business invitees; provided, however, this provision shall not preclude delivery of materials or items by United States Postal delivery or by other customary parcel delivery services (U.P.S., Federal Express, etc.); (3) the business activity conforms to all zoning requirements for the Community; (4) the business activity does not increase traffic in the Community; (5) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; and (6) the business activity is consistent with the residential character of the Community and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Community, as may be determined in the Board's sole discretion.

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, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the use of a Lot by an on-site management company operating on behalf of the Association shall not be considered a trade or business within the meaning of this Article.

#### 9.2. Number of Occupants.

(a) The maximum number of occupants in a dwelling on a Lot shall be limited to two (2) people per bedroom in the dwelling as originally constructed. "Occupancy," for purposes hereof, shall be defined as staying overnight in a dwelling for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year. Upon written application, the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Act of 1988 or any amendments thereto.

(b) If an Owner of a Lot is a corporation, partnership, trust or other legal entity not being a natural person, the entity shall designate in writing to the Board the name(s) of the natural person(s) who will occupy the dwelling on the Lot; provided, however, in the event the corporation, partnership, trust or other legal entity not being a natural person, or any officer, director, member, employee, trustee, beneficiary, partner or agent of such entity, receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument from or on behalf of the designated person(s), then such arrangement shall be considered leasing for purposes of this Declaration and the Owner shall be required to comply with Article XI of this Declaration. The designated person(s) to occupy the dwelling may not be changed more frequently than once every two (2) years.

9.3. Vehicles and Parking. No Owner or Occupant may keep more than a reasonable number of vehicles per Lot any time. The Board may adopt reasonable rules limiting the number of vehicles which may be parked on a Lot. Vehicles may only be parked in garages, driveways or other areas authorized in writing by the Board; provided, however, vehicles may be parked in driveways and other areas authorized in writing by the Board only after all of the garage parking spaces serving the Lot have vehicles parked in them. Vehicles shall not be parked on any lawn, yard, or street.

Garage doors shall remain closed at all times, except for necessary use, ingress, and egress. Each garage should be maintained in such a manner that parking for the maximum number of motor vehicles for which it was originally designed to hold is allowed and possible. The Association, acting through the Board of Directors and its agents, shall have the right to inspect the interior portions of the garages to ensure compliance with the parking regulations. Each Owner shall grant the Board of Directors and its agents access to the interior portion of his or her garage in order to complete such inspection.

Disabled and stored vehicles are prohibited from being parked in the Community except in garages. For purposes of this Section, a vehicle shall be considered "disabled" if it does not have a current license tag or is inoperable. A vehicle shall be considered "stored" if it remains in a location, other than in a garage, without prior written Board permission, for fourteen (14) consecutive days or longer or if it is covered for more than two (2) consecutive days with a car cover or tarp.

Boats, trailers, trucks, full-size vans (excluding mini-vans or utility vehicles used as passenger vehicles), recreational vehicles (RV's and motor homes), vehicles used primarily for commercial purposes and containing visible evidence of commercial use (such as tool boxes or tool racks), and vehicles with commercial writings on their exteriors are prohibited from being parked in the Community, except in garages or other areas designated by the Board as parking areas for particular types of vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the Common Area during normal business hours for the purpose of serving a Lot or the Common Area; provided, that, without the written consent of the Board, no such vehicle shall be authorized to remain on the Common Area overnight or for any purpose except serving a Lot or the Common Area.

If any vehicle is parked on any portion of the Community in violation of this Article or in violation of the Association's rules and regulations, the Board may send a notice to the vehicle owner or user, or place a notice on the vehicle, specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of a person to contact regarding the alleged violation and shall include the name and telephone number of the person or entity which will do the towing. In addition, the notice shall include the cost of recovery and information as to the form of payment. If twenty-four (24) hours after such notice is placed on the vehicle, or three (3) days after the notice



has been sent to the owner, the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed in accordance with the notice, without further notice to the vehicle owner or user.

If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or Occupant's Townhouse, is obstructing the flow of traffic, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately. If a vehicle is towed in accordance with this Section, neither the Association nor any director, officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. The Association's right to tow is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow. The Board may establish a graduated fine schedule for parking violations and/or may impose higher fine amounts for parking violations.

9.4. Pets. No Owner or Occupant may keep any pets other than a reasonable number of generally recognized household pets on any portion of the Community. No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose. Dogs must be kept on a leash and be under the physical control of a responsible person at all times while outdoors in unfenced areas. Dogs may not be left unattended while leashed or tethered to any post, tree, or object. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on a Lot without prior written ARB approval.

Feces left by any pet on the Common Area, on any Lot, or in any dwelling, including the pet owner's Lot or dwelling, or anywhere in the Community must be removed promptly by the owner of the pet or the person responsible for the pet. Fines may be imposed to enforce this provision.

No potbellied pigs may be brought into or kept in the Community at any time.

Any Owner or Occupant who keeps or maintains any pet on any portion of the Community shall be deemed to have indemnified and agreed to hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Community.

9.5. Fences. No chain link fence or cyclone fences may be placed in the Community. All fences, except those installed by or on behalf of the Association, must first be approved by the ARB before the commencement of any installation of the fence and must comply with any specifications adopted by the ARB.

9.6. Window Treatments. Unless otherwise approved in writing by the ARB, any portion of any window treatment in a dwelling that is visible from outside of the dwelling shall be white or off-white in color. Sheets, blankets, towels, flags, and other such items shall not be placed in any window or in way used as window treatments.

9.7. Antennas and Satellite Dishes. No transmission antenna of any kind may be erected anywhere in the Community without written approval of the ARB. No satellite dish, direct broadcast satellite (DBS) antenna, or multi-channel multi-point distribution service (MMDS) larger than one meter in diameter shall be placed, allowed, or maintained upon any portion of the Community, including a Lot. Satellite dishes and DBS and MMDS antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association authorized by the FCC, both as may be amended from time to time. Such items shall be installed in the least conspicuous location available on the Lot which permits reception of an acceptable signal. Except as provided by this Section, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors on any portion of the Community, whether attached to a home or structure or otherwise.

9.8. Abandoned Personal Property. Personal property is prohibited from being stored, kept, or allowed to remain for a period of more than twenty-four (24) hours upon any portion of the Common Area without prior written Board permission. Neither the Association nor any director, officer or agent thereof shall be liable to any Person for any claim of damage resulting from the removal and/or discard of the personal property after such twenty-four (24) hour period.

9.9. Use of Common Area. There shall be no obstruction of the Common Area, nor shall any vehicle or anything else be kept, parked or stored on any part of the Common Area without prior approval of the Board. No Owner or other Person shall make any modification to or alteration of the Common Area without the prior written approval of the Board.

With prior written Board approval, and subject to any restrictions imposed by the Board, an Owner or Owners may reserve portions of the Common Area for use for a period of time as set by the Board. The Board is authorized to charge a fee in an amount to be determined by the Board to the Owner for such reservation. Any such Owner or Owners who reserve a portion of the Common Area hereunder shall assume, on behalf of himself/herself/themselves and his/her/their guests, Occupants and family, all risks associated with the use of the Common Area and all liability for any damage or injury to any person or thing as a result of such use. The Association, nor any director, officer or agent thereof shall be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, or its agents or employees.

9.10. Prohibition of Nuisance and Noise. Noxious, destructive, offensive, or unsanitary activity shall not be carried on within the Community. No Lot Owner or Occupant may use or allow the use of the Lot or any portion of the Community at any time, in any way, which may endanger the health or property of other Occupants, unreasonably annoy, disturb or cause embarrassment or discomfort to other Owners or Occupants, or, in the Board's discretion, constitute a nuisance. The intention of this provision is to grant the Association and aggrieved

Owners and Occupants a right of redress for actions, activities or conduct which unreasonably disturbs or impairs the peaceful and safe enjoyment of the Community. In this regard, specific unauthorized and unreasonable annoyances or disturbances shall include, but not be limited to, the following:

(a) Any screaming, shouting, excessively loud talking, whistling, or playing of music or television if such conduct can be heard in the normal course of activities in any other dwelling;

(b) Any fighting, raucous behavior, or insobriety if such conduct can be heard in any other dwelling;

(c) The use of any alarm (except security, fire, or carbon monoxide detection), equipment, television, or device which produces excessively loud sound if such sound can be heard in any other dwelling;

(d) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other dwellings, except alarm devices used exclusively for security purposes;

(e) Use and discharge of firecrackers and other fireworks;

(f) Any threatening or intimidating conduct towards any resident, guest, or pet in the Community;

(g) Any consistent dog barking that can be heard in any other Townhouse;

(h) Any conduct which, in the Board's reasonable discretion, creates any danger or risk of injury to others or damage to property or which creates any threat to health or safety of any other resident or pet;

(i) Any conduct which creates any noxious or offensive odor at any time if such odor can be detected in any other dwelling;

(j) Any similar action or activity which interferes with the peaceful use and enjoyment of other dwellings or the Common Area by any Owner, member of the Owner's family, guests, invitees, or Occupants; or

(k) Any construction or similar activities which can be heard in any other dwelling between the hours of 9:00 p.m. and 7:00 a.m.

Nothing herein shall be construed to affect the rights of an aggrieved Owner or Occupant to proceed individually against a violator of this Section. The Board may, in its discretion, require any aggrieved Owner or Occupant to seek redress personally against the violator before

the Association intervenes and commences enforcement action hereunder; provided, further, due to the general nature of violations of this Section, the Board may, in its discretion, elect that the Association not intervene or enforce this Section. No claim for any loss, damage or otherwise, and no defense of selective, arbitrary, or capricious enforcement, shall exist for any Person as a result of any decision by the Board not to enforce this Section.

9.11. Signs. Except as may be required by legal proceedings, no signs, advertising posters or billboards of any kind shall be erected, placed, or permitted to remain in the Community without the prior approval of the ARB or its designee, except that two (2) professional security signs not to exceed ten inches (10") by ten inches (10") each in size may be displayed on a Lot or from within a dwelling on a Lot and one (1) professionally lettered "For Sale" sign not to exceed two feet (2') by two feet (2') in size may be displayed on a Lot or from within a dwelling on a Lot being offered for sale. The Board shall have the right to erect reasonable and appropriate signs on the Common Area on behalf of the Association. The Board also shall have the authority to adopt regulations permitting temporary signs on Lots announcing open houses, births, birthdays or other events for limited periods of time. No signs shall be permitted on the Common Area without the approval of the Board.

9.12. Rubbish, Trash, and Garbage. All rubbish, trash, and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate on a Lot or in a dwelling. Rubbish, trash, and garbage shall be disposed of in appropriate sealed bags and placed in proper receptacles for collection. The Board may establish rules and regulations regarding the storage location of trash bags, trash cans, and receptacles and the placement of same for pick-up.

9.13. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including, but not limited to, 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, except in a dwelling or garage with the garage door shut. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the dwelling. Only appropriate outdoor items, such as neatly stacked firewood, patio furniture, grills, and similar items may be kept outside of a dwelling. The Board of Directors shall have the authority to adopt reasonable rules and regulations governing the placement of items outside of a dwelling.

9.14. Impairment of Dwellings and Easements. An Owner shall not undertake any act or work that will impair the structural soundness or integrity of another dwelling or impair any easement, nor do any act nor allow any condition to exist which will adversely affect other Lots or their Owners or Occupants.

9.15. Erosion Control. No activity which may create erosion or siltation problems anywhere in the Community shall be undertaken.

9.16. Subdivision of Lots. No Lot may be subdivided into a smaller Lot.

9.17. Window Air Conditioners. No air condition shall be installed in any window of any dwelling.

9.18. Clotheslines. No outside clothesline shall be permitted.

#### ARTICLE X. LEASING

10.1. Definition. "Leasing," for purposes of the Declaration, is defined as the regular, exclusive occupancy of a Lot by any person or persons other than the Owner; provided, however, leasing shall not include occupancy by the spouse, child or parent of an Owner and shall not include the occupancy by a roommate of an Owner who occupies the Lot as such Owner's primary residence.

10.2. Leasing Provisions. Leasing of Lots shall be governed by the following provisions:

(a) Notice. At least seven (7) days prior to entering into the lease of a Lot, the Owner shall provide the Board of Directors with a copy of the proposed lease and such other information as the Board may reasonably require. The Board may approve or disapprove the form of said lease. In the event a lease form is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease form into compliance with the Declaration, any rules and regulations adopted pursuant thereto, and any criteria determined by the Board. Within ten (10) days from the execution of the lease by both parties, the Owner shall provide the Board with a copy of the executed lease and the names and phone number of the lessees. Nothing contained in this Section shall permit the Board to approve or deny a lessee.

(b) General. Lots may be leased only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Lots or assignment of leases unless approved in writing by the Board. All leases shall be for a period of at least twelve (12) months unless otherwise approved in writing by the Board. The Lot Owner must provide the lessee copies of the Declaration, Bylaws, and Association rules and regulations.

(c) Liability for Assessments and Compliance with Declaration, Bylaws, and Rules and Regulations. Any lease of a Lot shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner covenants and agrees that any lease of a Lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into a lease by existence of this covenant on the Lot. Any lessee, by occupancy of a Lot under the definition of "leasing" stated herein, agrees to the applicability of this covenant and incorporation of the following language into the lease.

(i) Liability for Assessments. Lessee agrees to be personally obligated for the payment of all assessments and all other charges which become due as a

consequence of lessee's activities, including, but not limited to, activities which violate provisions of the Declaration, the Bylaws, or the rules and regulations adopted pursuant thereto. The above provision shall not be construed to release the Lot Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

Additionally, when a Lot Owner who is leasing his or her Lot fails to pay any assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Lot Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon demand by the Board of Directors, lessee shall pay to the Association all unpaid annual and special assessments and other charges, as lawfully determined and made payable during the remaining term of the lease and any other period of occupancy by lessee following such demand. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's demand to pay assessments or other charges to the Association, lessee shall be personally obligated to pay to the Association all late charges, fines, interest, and costs of collection, including, but not limited to, reasonable attorney's fees actually incurred, to the same extent lessee would be required to make such payments to the Association if lessee were the Owner of the premises during the term of the agreement and any other period of occupancy by lessee, and including all amounts paid by lessee to lessor following the date of such demand from the Board.

(ii) Compliance with Declaration, Bylaws, and Rules and Regulations. Lessee shall abide by and comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other occupants and guests in order to insure compliance with the foregoing. Lessee acknowledges that the violation by lessee or any occupant living with lessee of any provision of the Declaration, Bylaws, or rules and regulations adopted thereunder shall constitute a default under this lease. Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and is responsible for all violations and losses caused by such occupants, notwithstanding the fact that such occupants of the Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto. If the lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule and regulation for which a fine is imposed, such fine may be assessed against the lessee and/or the Owner; provided, however, if a fine is not paid by the lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Board of the lessee's failure to do so. Unpaid fines shall constitute a lien against the Lot. Any lessee charged with a violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto is entitled to the same procedure to which an Owner is entitled prior to the imposition of a fine or other sanction.

Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by lessee, any occupant, or any person living with lessee is deemed to be a violation of the terms of the lease and authorizes the Owner to terminate the lease without liability and to

evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the irrevocable power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the irrevocable power and authority to evict the lessee on behalf and for the benefit of the Owner, in accordance with the terms hereof, or to require the Owner to do so. In the event the Association proceeds to evict the tenant, any costs, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the Lot and the Owner thereof, such being deemed hereby as an expense which benefits the leased Lot and the Owner thereof.

#### ARTICLE XI. MAINTENANCE RESPONSIBILITY

11.1. Association's Responsibility. The Association shall maintain and keep in good repair the Common Area, including the Lantern Ridge Townhomes Neighborhood Common Areas; provided, however, the Association shall not maintain the Stoops, Decks, and Patio Areas, which shall be maintained by the Owner of the Townhome Lot which each such Stoop, Deck or Patio Area is appurtenant and the Association shall not maintain any pipe, line, conduit, or apparatus that serves only one (1) Lot, which shall be maintained by the Owner of the Lot which is served by such pipe, line, conduit, or apparatus. The Association's maintenance responsibility shall include, without limitation, maintenance, repair, and replacement of all landscaping, grass areas, walking trails, paving and other improvements situated on the Common Area. The Association shall also maintain and keep in good repair all water and sewer pipes or facilities which serve only the Common Area, to the extent that such pipes and facilities are not maintained by public, private, or municipal utility companies. The Association shall maintain the detention/retention ponds and entry areas that serve the Community. The Association shall maintain and keep in good repair the driveway appurtenant to each Townhome Lot.

The costs of the maintenance, repair, and replacement of the Lantern Ridge Townhomes Neighborhood Common Areas shall be considered a Lantern Ridge Townhomes Neighborhood Expense to be paid by the Owners of the Townhome Lots within the Lantern Ridge Townhomes Neighborhood through either a Lantern Ridge Townhomes Neighborhood Assessment or a Lantern Ridge Townhomes Neighborhood Special Assessment.

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Area, or any other area within the Community by an Owner or Occupant which is the Association's responsibility hereunder, shall be performed at the sole expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair. Additionally, in the event an Owner or Occupant performs such maintenance or repair, the Association may require the Owner or Occupant to restore such property to substantially the same condition as it existed prior to such maintenance or repair or may fine the Owner or Occupant in accordance with the terms of this Declaration.

The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Lot, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Area or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to the Owner of any Lot or such Owner's Occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Area. The Association shall not be liable to any Owner, or any Owner's Occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Article where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments 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 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.

In performing its responsibilities hereunder, the Association shall have the authority to delegate to such persons, firms or corporations of its choice, such duties as are approved by the Board.

In the event any item which is the Association's obligation to maintain is damaged or destroyed as a result of the act or omission of an Owner, Occupant of the Owner's Lot, or a guest of an Owner or Occupant, such Owner shall be liable for the costs of the repair or reconstruction, and such amount may be assessed against the Owner.

11.2. Owner's Responsibility. Each Owner shall maintain and keep in good repair, condition, and order the Owner's Lot, dwelling and all structures located on such Owner's Lot, including any pipe, line, conduit, or apparatus that serves only such Owner's Lot, whether located on such Owner's Lot or not. In addition, each Owner of a Townhome Lot shall maintain and keep in good repair, condition, and order the Stoop, Deck and/or Patio Area appurtenant to such Owner's Townhome Lot.

In addition, each Owner shall have the responsibility to: (1) perform his or her responsibility in such manner so as not to unreasonably disturb other persons in other dwellings; and (2) promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible.

11.3. Failure to Maintain. If the Board determines that any Owner has failed or refused to discharge properly the Owner's obligation with regard to the maintenance as provided in this Article, then, except in the case of an emergency as determined in the sole discretion of the Board, the Association shall give the Owner written notice of the Owner's failure or refusal and



of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense.

The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board. Unless the Board determines that an emergency exists, the Owner shall have ten (10) days within which to complete the maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days and diligently pursue completion of such repair or replacement. If the Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as herein provided, then the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be an assessment and lien against the Owner and the Lot.

If, during the course of performing the maintenance of an Owner's Lot, the Association discovers that maintenance, repair, or replacement is required of an item which is the Owner's responsibility, and such maintenance, repair, or replacement must be performed for the Association to properly complete its maintenance project, then the Association may perform such work on behalf of the Owner and at the Owner's expense without prior notice to the Owner.

In the event the Board exercises such self-help as provided herein, and in the event further self-help for the same or substantially same violation is deemed necessary by the Board within the following six (6) months, the Board may exercise such self-help without further notice to the Owner, and all costs shall be an assessment and lien against the Owner and the Lot.

The Board may alternatively or additionally enforce this Section through monetary fines against the Owner or Occupant of the Lot, and each day the maintenance, repair, or replacement is not completed shall constitute a separate violation for which fines may be assessed on a daily basis.

11.4. Measures Related to Insurance Coverage. The Board shall have the authority to require any Lot Owner to do any act or perform any work involving portions of the Community which are the Owner's maintenance responsibility, which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Community, reduce the Association's insurance premium(s) or otherwise assist the Board in procuring or maintaining insurance coverage. This authority shall include, but shall not be limited to, requiring Owners to insulate pipes sufficiently or take other preventive measures to prevent freezing of water pipes; requiring Owners to install smoke detectors; requiring Owners to make improvements to the Lots and dwellings; and such other measures as the Board may reasonably require so long as the costs of such work does not exceed five hundred (\$500.00) dollars per Lot in any twelve (12) month period.

11.5. Maintenance Standards and Interpretation. The Board of Directors, in its discretion, may determine schedules of maintenance and repair for the Community, and may do

so based on the availability of funds for performance of such projects. The Board shall attempt to determine and prioritize schedules based on its opinion of severity of damage and need for corrective work or maintenance. Maintenance and repairs which are part of the Association's maintenance obligation need not be made upon Owner request if, in the Board's discretion, an emergency condition does not exist and such maintenance or repair is included or is to be included within the Board's schedule of maintenance or repairs.

The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary from one term of the Board to another. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this Article. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board.

## ARTICLE XII. PARTY WALLS

Each wall which is built as part of the original construction of the dwellings and placed on the property line dividing Lots shall constitute a party wall. The costs of maintenance, repair, or reconstruction of a party wall shall be shared equally by the Owners whose dwellings contain the party wall; provided, however, in the event of damage or destruction to a party wall caused by the willful or negligent act or omission of an Owner, Occupant of the Owner's Lot, or a guest of an Owner or Occupant, such Owner shall be solely liable for the repair or reconstruction of the party wall, including any insurance deductible. To the extent not inconsistent with this Article, the general rules of law regarding party walls and liability for property damage due to negligence, willful acts, or omissions shall apply thereto.

## ARTICLE XIII. EASEMENTS

13.1. Easements for Use and Enjoyment. Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Area, subject to the following provisions:

- (a) this Declaration and the Bylaws;
- (b) the right of the Board to adopt, amend and repeal rules regulating the use and enjoyment of the Common Area, including rules limiting the number of guests who may use the Common Area;
- (c) the right of the Association to suspend the right of an Owner to use the Common Area for any period during which any assessment against the Owner or Owner's Lot which is provided for herein remains unpaid and for a reasonable period of time for an infraction of the Declaration, Bylaws, or rules and regulations;

(d) the right of the Owner of a Townhome Lot to the exclusive use of the Stoop, Deck and/or Patio Area that is annexed to his or her Townhome Lot as set forth in Article IV of this Declaration;

(e) the right of the Association to borrow money as may be set forth in the Bylaws; provided, however, the lien and encumbrance of any such mortgage given by the Association against the Common Area shall be subject and subordinate to any rights, interests, options, easements, and privileges herein reserved or established for any Lot or Lot Owner;

(f) the right of the Association to grant permits, licenses, or easements across the Common Area, excluding those portions of the Common Area where a Stoop, Deck, or Patio Area is located;

(g) the right of the Board of Directors to convey all or a portion of the Common Area to any Person upon the written approval of at least two-thirds (2/3) of the total vote of the Association membership.

13.2. Transfer of Lantern Ridge Townhome Association, Inc. Property. Any time after the Effective Date of this Declaration, Lantern Ridge Townhome Association, Inc. shall have the unilateral right, without the consent of any Owner or Person, to transfer or convey any and all real or personal property, tangible or intangible, now or hereafter owned by Lantern Ridge Townhome Association, Inc. to the Association. The Association shall accept such property from Lantern Ridge Townhome Association, Inc.

13.3. 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 Area adjacent thereto or as between adjacent Lots due to trees or 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 two (2) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point.

13.4. Easements for Utilities. There shall be, for the benefit of 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 Common Area 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 Association may have installed to serve the Community. It shall be expressly permissible for the Association 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 on behalf of the Association shall have the right to grant such easement. Nothing contained in this Section shall be construed in any way to require or obligate the Association to maintain such easement areas, or any facilities or improvements located therein or thereon.

13.5. Easement for Entry. The Association shall have an easement to enter onto any Lot for emergency, security, safety, and for other purposes reasonably necessary for the proper maintenance and operation of the Community, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after reasonable notice. This right of entry shall include the right of the Association to enter a Lot to cure any violation of the Declaration, Bylaws, or rules and regulations of the Association and any condition which may increase the possibility of a fire or other hazard in the event that an Owner fails or refuses to cure the condition upon request by the Board. No entry into a dwelling shall be permitted without the expressed consent of the Owner. Nothing contained in this Section shall require the Association to enter onto any Lot for emergency, security, safety, or for other purposes.

13.6. Easement for Entrance Sign and Landscaping. The Association shall have an easement over any portion of a Lot on which any entrance feature, including, but not limited to, the Community sign and landscaping, are located. The Association shall be solely liable for the maintenance, repair and replacement of the entrance features, landscaping, and annual flowers. The Association shall additionally have an easement for the installation and maintenance of utility and water lines across the Lot to the entrance features.

13.7. Easements over the Lots. The Lots shall be subjected to the following non-exclusive perpetual easements for the enjoyment of the Association, the members, the Owners, and the successors-in-title of each:

(a) Each Lot shall be subject to all easements, borders, buffers and the like which are shown and depicted on the plats for the Community as affecting and burdening such Lot;

(b) Each Lot shall be subject to an easement for slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity that might interfere with slopes or which might crease erosion or sliding problems or which might change, obstruct or retard drainage flow; and

(c) All Lots upon which the plats for the Community depict a 15' private drive and 20' access easement shall be subject to a perpetual easement in favor of the Association and the Owners of all other Lots for the maintenance, management and non-exclusive use and enjoyment of said easement. The easement rights to which the aforesaid Lots

shall be so subject shall include the right of contractors engaged by the Association to enter upon said Lots from time to time as necessary in order to perform such repair and maintenance work. All maintenance costs therefor shall constitute a specific assessment against the Lot in accordance with the provisions of Article VII, Section 7.3 of this Declaration.

(d) There is reserved for the benefit of each Townhome Lot a reciprocal appurtenant easement between all adjacent Townhome Lots for the purpose of maintaining or repairing the improvements located on each Townhome Lot, which easement shall extend to a distance of five (5) feet as measured from any point on the common boundary between the Townhome Lots. This easement shall be used only for such period of time as is reasonably necessary in order to complete the maintenance or repair. The Owner exercising this easement right shall be liable for the prompt repair of any damage to the Townhome Lots over which this easement is exercised which arises out of such maintenance or repair work.

#### ARTICLE XIV. SALE OF LOTS

14.1. Grantor's Obligation for Notice. A Lot Owner intending to make a transfer or sale of a Lot or any interest in a Lot shall give the Board written notice of such intention within seven (7) days after execution of the transfer or sales documents. The Owner shall furnish the Board, as part of the notice, the name and address of the intended grantee and such other information as the Board may reasonably require. This Article shall not be construed to create a right of first refusal in the Association or in any third party.

14.2. Grantee's Obligation for Notice. Within seven (7) days after receiving title to a Lot, the grantee of the Lot shall give the Board written notice of such ownership of the Lot. Upon failure of a Owner to give the required notice within the seven (7) day period provided herein, the Board may levy a fine against the Lot and Owner thereof, and assess the Owner for all costs incurred by the Association in determining the Owner's identity.

#### ARTICLE XV. INSURANCE

15.1. Hazard Insurance on Common Area. The Association's Board or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area for which it has the obligation to maintain. The insurance shall include fire and extended coverage, including coverage for vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

15.2. Association Liability and Directors' and Officers' Liability Insurance. The Board shall obtain a public liability policy applicable to the Common Area 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 in their capacities as such, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least one million (\$1,000,000.00) dollars.

15.3. Premiums and Deductible on Association Policies. Premiums for all insurance obtained by the Association shall be a common expense of the Association. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

15.4. Policy Terms. All such insurance coverage obtained by the Board shall be written in the name of the Association. Such insurance shall be governed by the following provisions:

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

(b) All policies on the Common Area shall be for the benefit of the Association and its members.

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

(d) In no event shall the insurance coverage obtained and maintained by the Board 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.

(e) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies should be reviewed annually by one or more qualified persons.

(f) The Board 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 Board, the Association's manager, if any, 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) a provision that no policy may be canceled, invalidated, suspended or subjected to nonrenewal on account of any one or more individual Owners, and a provision

that no policy may be canceled, invalidated, suspended, or subjected to nonrenewal due to any defect or conduct of any director, officer, or agent 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 for the required cure to be performed;

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

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

15.5. Individual Lot Owner Insurance. Each Owner shall carry blanket all-risk casualty insurance, if reasonably available, or if not reasonably available, fire and extended coverage, on the Owner's Lot and structures constructed thereon and any other improvement for which the Owner is obligated to maintain hereunder meeting the same requirements as set forth in this Article for insurance on the Common Area. Upon request by the Board, the Owner shall furnish a copy of such insurance policy or policies to the Association. In the event that any Owner fails to obtain insurance or fails to furnish proof of a current insurance policy in effect, the Association may purchase such insurance on behalf of the Owner and assess the cost thereof to the Owner. The Association may in addition, or in the alternative, impose a monetary fine to enforce this provision.

#### ARTICLE XVI. REPAIR AND RECONSTRUCTION

16.1. Common Area. In the event of damage to or destruction of all or any part of the Common Area insured by the Association as a result of fire or other casualty, unless eighty percent (80%) of the Lot Owners vote not to proceed with the reconstruction and repair of the structure, the Board or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the damaged part of the Common Area.

16.2. Cost Estimates. Promptly after a fire or other casualty causing damage to the Common Area, the Board shall obtain reliable and detailed estimates of the cost of repairing and restoring the Common Area to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary.

16.3. Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, a special assessment shall be made against all of the Lot Owners without the necessity of a vote of the members or compliance with Article VI, Section 6.6 above. If, after repair and reconstruction is completed, there is a surplus of funds, such funds shall be common funds of the Association to be used as directed by the Board.

16.4. Damage to or Destruction of Dwellings on Lots. In the event of damage to or destruction of structures on a Lot or any other improvement to Owner is required to maintain hereunder, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article VIII hereof.

## ARTICLE XVII. MORTGAGEE'S RIGHTS

17.1. Foreclosure. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Lot obtains title pursuant to judicial or nonjudicial foreclosure of the first Mortgage, it shall not be liable for assessments or charges by the Association chargeable to such Lot which became due prior to such acquisition of title. Such acquirer shall be responsible for all charges accruing subsequent to the passage of title.

17.2. Eligible Mortgage Holder. A Mortgage Holder shall become an Eligible Mortgage Holder if the Mortgage Holder provides to the Association in writing its name, address, and phone number, as well as the address of the Lot and name of the Lot Owner to which it holds a Mortgage; provided, however, a settlement statement (HUD-1) from a closing shall not be sufficient information to enable a Mortgage Holder to become an Eligible Mortgage Holder. Upon becoming an Eligible Mortgage Holder, an Eligible Mortgage Holder shall be entitled to timely written notice of the following:

(a) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a first Mortgage held by such Eligible Mortgage Holder which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Owner of any other obligation under this Declaration which is not cured within sixty (60) days; or

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

17.3. Financial Statement. Any holder of a first Mortgage shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting.

17.4. Non-Impairment. Notwithstanding anything to the contrary herein contained, the provisions of this Declaration governing sales and leases shall not apply to impair the right of any first Mortgagee to: (i) foreclose or take title to a Lot pursuant to remedies contained in its Mortgage; (ii) take a deed or assignment in lieu of foreclosure; or (iii) sell, lease, or otherwise dispose of a Lot acquired by the Mortgagee.



## ARTICLE XVIII. AMENDMENTS

18.1. General. This Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent, of the Association members holding at least two-thirds (2/3) of the total vote of the Association. Notice of a meeting, if any, at which a proposed amendment will be considered, shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and filed in DeKalb County, Georgia land records.

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the Owners, may amend the Declaration to comply with any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA").

18.2. Default Amendment Approval Procedure After Owner Nonresponse. It is recognized that, when Owners fail to participate in an amendment vote because of apathy or other reasons which are not based on any disagreement with a proposed amendment, certain vital amendments to the Declaration or Bylaws may have no chance of approval, with the supermajority voting requirements established under those documents. It also is recognized that supermajority voting requirements are important for significant Owner actions, such as certain amendments to this Declaration or the Bylaws.

To balance these competing concerns, this Section establishes a mechanism which provides every eligible Owner an opportunity to issue a vote of approval, disapproval or abstention on proposed amendments to the Declaration or Bylaws, but also a realistic mechanism for approving important amendments, without the damaging consequences of Owner nonresponse. This default procedure shall be available for use within amendments to both the Declaration and Bylaws, notwithstanding anything to the contrary in the Bylaws.

(a) Notice of Proposed Amendments. For any amendment proposed by the Board that requires Owner approval under the Declaration or Bylaws, the Board shall include a copy of the proposed amendment, along with a consent form, a ballot in lieu of a meeting, or directed proxy, each complying with any requirements of the Georgia Nonprofit Corporation Code, O.C.G.A. Section 14-3-1, *et seq.*, giving Owners an opportunity to vote for, vote against or abstain from voting on the proposed amendment.

(b) Owner Nonresponse and Default Approval. If the amendment is not approved by sufficient vote or defeated by sufficient vote within 60 days of such notice, then the Board may seek to obtain default approval from Owners under the default approval procedure set forth in this Section. In such case the Board shall, by certified mail, send or issue a default approval notice to all Owners who have not voted or returned consents or ballots on a proposed amendment within the 60-day period. The default approval notice shall include a consent form or ballot, as provided above, along with a statement that the Owner's failure to return an

executed consent form or ballot, marked with a vote for, a vote against, or an abstention from voting on the amendment, within 30 days of the date of such notice, will be deemed consent to such amendment. If the Board does not receive such consent or ballot within the time specified, the Owner will be deemed to have consented to and approved the amendment.

18.3. Limitation Period. Any action to challenge the validity of this Declaration or an amendment adopted under this Article must be brought within one (1) year of the recording of same in the DeKalb County, Georgia land records. No action to challenge this Declaration or any such amendment may be brought after such time.

## ARTICLE XIX. GENERAL PROVISIONS

19.1. Enforcement. In addition to any other enforcement right set forth within the Declaration or Bylaws, the Association, acting through the Board of Directors, shall have the right to enforce any violation of the Declaration, Bylaws or rules and regulations of the Association by a proceeding at law or in equity, or as otherwise provided herein. Owners may enforce the Declaration against other Owners by a proceeding at law or in equity.

(a) Fines and Suspensions of Use. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Lot, for any violation of the Declaration, Bylaws, or any Association rules and regulations. The Board shall further have the power to suspend the use of any Common Area for any violation of the Declaration, Bylaws, or any Association rules and regulations. If any Occupant violates the Declaration, Bylaws or Association rules and regulations and a fine is imposed, the fine may be imposed against the Owner and/or Occupant. The Board may establish and promulgate a fining schedule. The Board shall not impose a fine (a late fee shall not be considered a fine) or suspend the right to use the Common Area, unless and until the Board has sent or delivered written notice to the Owner or Occupant as provided herein; provided, however, suspension of the right to vote and the right to use the Common Area for non-payment of assessments and charges shall be automatic without notice.

(i) Notice. If any provision of the Declaration or Bylaws or any Association rule or regulation is violated, the Board shall send the violating Owner or Occupant written notice identifying the violation and fine and/or suspension being imposed and advising the Owner or Occupant of the right to request a hearing before the Board to contest the violation or the fine and/or suspension or to request reconsideration of the fine and/or suspension. A request for a hearing must be in writing and must be received by the Association from the Owner or Occupant within ten (10) days of the date of the notice. Fines and suspensions may commence upon sending of the notice despite the fact that the Owner or Occupant may request a hearing. In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per day basis without further notice to the Owner or Occupant.

(ii) Hearing. If a written request for a hearing is received from the Owner or Occupant within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a Board meeting as a hearing affording the Owner or Occupant a reasonable opportunity to be heard, and no fines shall be imposed until after the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time. Failure to request a timely hearing as provided herein shall result in loss of the right to challenge and request reconsideration of the fines or suspension.

(b) Suspension of Voting. A member's right to vote shall automatically be suspended during any period in which a member is more than thirty (30) days delinquent on any assessment or charge or during any period in which the member is in violation of the Declaration. The Association shall not be required to provide any notice to such member that the member's voting rights have been automatically suspended.

(c) Abatement and Self-Help. The Board or its designee may exercise self-help in order to remove or abate any violation of the Declaration; provided, however, the Board shall first provide the Owner of the Lot ten (10) days notice of the Board's intention to exercise self-help and provide the Owner with an opportunity to remove or abate the violation, provided further, such notice shall not be required if the Board determines that an emergency exists. All costs of self-help or of otherwise enforcing the Declaration, Bylaws or Association rules, including reasonable attorney's fees actually incurred, shall be assessed against the Owner, Occupant and/or Lot subject to the violation.

(d) Notice of Violation. The Association shall have the authority to record in the DeKalb County, Georgia land records a notice of violation identifying an uncured violation of the Declaration, Bylaws, or rules and regulations regarding a Lot.

(e) Enforcement Costs. The Owner or Occupant responsible for a violation shall be liable for all costs incurred in enforcement, including reasonable attorney's fees actually incurred, whether or not a legal proceeding in law or equity is filed in connection with the violation. In the event an Occupant is responsible for the violation, the Owner shall also be liable for all costs incurred in enforcement against such Occupant, including reasonable attorney's fees actually incurred, whether or not a legal proceeding in law or equity is filed in connection with the violation. The costs shall become a lien against the Owner's Lot.

(f) Waiver. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

19.2. Duration. The Covenants and Restrictions within the Declaration shall run with and bind the property subject to this Declaration perpetually or as otherwise provided by Georgia law.

19.3. SECURITY. THE ASSOCIATION MAY, BUT SHALL NOT BE REQUIRED TO, FROM TIME TO TIME, PROVIDE MEASURES OR TAKE ACTIONS WHICH DIRECTLY OR INDIRECTLY IMPROVE SAFETY AT THE COMMUNITY; HOWEVER, EACH OWNER, FOR HIMSELF OR HERSELF AND HIS OR HER TENANTS, GUESTS, LICENSEES, AND INVITEES, ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION IS NOT A PROVIDER OF SECURITY AND SHALL HAVE NO DUTY TO PROVIDE SECURITY AT THE COMMUNITY. IT SHALL BE THE RESPONSIBILITY OF EACH OWNER TO PROTECT HIS OR HER PERSON AND PROPERTY AND ALL RESPONSIBILITY TO PROVIDE SUCH SECURITY SHALL LIE SOLELY WITH EACH LOT OWNER.

THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SAFETY MEASURES UNDERTAKEN.

19.4. Dispute Resolution. Any Lot Owner or Occupant must give written notice to the Board requesting a hearing with the Board and attend such hearing to discuss amicable resolution of any dispute against the Association before that Owner or Occupant files any lawsuit against the Association, the Board, or any officer or director, or any agent of same. The Owner or Occupant shall, in such notice and at the hearing, make a good faith effort to explain the grievance and resolve the dispute in an amicable fashion, and shall give the Association a reasonable opportunity to address the Owner's or Occupant's grievance before filing suit. Upon receiving a request for a hearing, the Association shall give notice of the date, time, and place of the hearing to the Person requesting the hearing. The Association shall schedule the hearing for a date not less than seven (7) nor more than twenty-one (21) days from the date of receipt of the notice of hearing from the Person requesting the hearing. Alternatively, the Board may notify the Owner or Occupant that it is waiving the requirement of the Owner or Occupant to request and attend the hearing with the Board. In the event the Board waives this requirement, the Board shall not be required hold a hearing with the Owner or Occupant.

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

19.6. Indemnification. 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, 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.

19.7. Eminent Domain. If all or any part of the Common Area shall be taken or conveyed in lieu of or under threat of condemnation by any authority having power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within one hundred and eighty (180) days after such taking at least seventy-five percent (75%) of the total number of Owners shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining Common Area to the extent land is available therefor.

If the Common Areas or any portion thereof, or any Lot or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder of any mortgage will be entitled to timely written notice of any such proceeding or proposed acquisition, and no provision of this Declaration or any other document establishing or relating to the Community will entitle any Owner or any other party to priority over such Owner's mortgagee with respect to the distribution of the proceeds of any award or settlement relating to such Owner's Lot.

19.8. Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation of the Association, 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.

19.9. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise shall in no way affect the application of such provision to other circumstances or affect any other provision, which shall remain in full force and effect.

19.10. Conflicts. The duties, powers, and obligations of the Association, including the members, directors, and officers, shall be those set forth in the Georgia Property Owners' Association, the Georgia Nonprofit Corporation Code, the Declaration, the Bylaws, the Articles of Incorporation, and the rules and regulations of the Association. If there are conflicts or inconsistencies between such, then the provisions of the Georgia Property Owners' Association, the Georgia Nonprofit Corporation Code, the Declaration, the Bylaws, the Articles of Incorporation, and the rules and regulations of the Association, in that order, shall prevail; and each Owner of a Lot, by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

19.11. Preparer. This Declaration was prepared by Brendan R. Hunter, Lueder, Larkin & Hunter, LLC, 5900 Windward Parkway, Suite 390, Alpharetta, Georgia 30005.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the President and Secretary of Lantern Ridge Community Association, Inc. hereby certify that the agreement of the required majority to approve this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Lantern Ridge and the Amended and Restated Bylaws of Lantern Ridge Community Association, Inc. was lawfully obtained and that all notices required by the Georgia Property Owners' Association Act were properly given.

This 27<sup>th</sup> day of January, 2014.

LANTERN RIDGE COMMUNITY ASSOCIATION, INC.

Notary Public, DeKalb County, Georgia  
My Commission Expires December 11, 2016


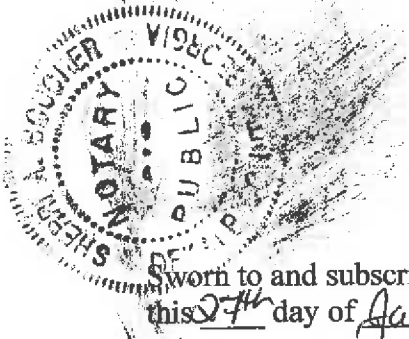


Signature of President

Print Name: Terry A. Willis

Sworn to and subscribed before me  
this 27<sup>th</sup> day of Jan, 2014.

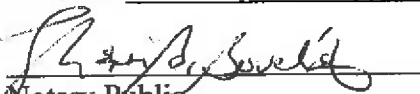
Witness: \_\_\_\_\_

  
Notary Public  
Signature of Secretary

Print Name: Lyshandra Holmes

Sworn to and subscribed before me  
this 27<sup>th</sup> day of Jan, 2014.

Witness: \_\_\_\_\_

  
Notary Public

## EXHIBIT "A"

## PROPERTY SUBJECTED TO THE DECLARATION:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 45 of the 18th District, DeKalb County, Georgia, and being more fully delineated by that certain Final Plat of Lantern Ridge Phase 1A recorded in Plat Book 124, Page 67, *et seq.*, DeKalb County, Georgia land records, Final Plat of Lantern Ridge Phase 1B recorded in Plat Book 124, Page 64, *et seq.*, DeKalb County, Georgia land records, Final Plat of Lantern Ridge Phase 2 recorded in Plat Book 126, Page 103, *et seq.*, DeKalb County, Georgia land records, Final Plat of Lantern Ridge Phase 3 recorded in Plat Book 124, Page 61, *et seq.*, DeKalb County, Georgia land records, Final Plat of Lantern Ridge Phase 4 recorded in Plat Book 126, Page 112, *et seq.*, DeKalb County, Georgia land records, Final Plat of Lantern Ridge Phase 5 recorded in Plat Book 133, Page 43, *et seq.*, DeKalb County, Georgia land records, and Final Plat of Lantern Ridge Phase 6 recorded in Plat Book 133, Page 46, *et seq.*, DeKalb County, Georgia land records, which plats, all as may have been amended, are incorporated herein by this reference.



## EXHIBIT "A-2"

## LANTERN RIDGE TOWNHOMES PROPERTY/NEIGHBORHOOD:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 45 of the 18th District, DeKalb County, Georgia, and being more fully delineated by that certain Final Plat of Lantern Ridge Phase 1A recorded in Plat Book 124, Page 67, *et seq.*, DeKalb County, Georgia land records, Final Plat of Lantern Ridge Phase 3 recorded in Plat Book 124, Page 61, *et seq.*, DeKalb County, Georgia land records, Final Plat of Lantern Ridge Phase 4 recorded in Plat Book 126, Page 112, *et seq.*, DeKalb County, Georgia land records, and Final Plat of Lantern Ridge Phase 6 recorded in Plat Book 133, Page 46, *et seq.*, DeKalb County, Georgia land records, which plats, all as may have been amended, are incorporated herein by this reference.