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DECLARATION OF RESTRICTIVE COVENANTS

FOR

STONEBROOKE SUBDIVISION

THIS DECLARATION OF RESTRICTIVE COVENANTS FOR STONEBROOKE SUBDIVISION is made this *28th* day of *May*, 2013, by RBRO, LLC, a Georgia limited liability company (sometime referred to herein as the "Developer" and sometimes referred to herein as the "Declarant").

WITNESSETH:

WHEREAS, Developer owns and is developing a tract or tracts of land located in Catoosa County, Georgia and more particularly described in Exhibit "A" attached hereto and made a part hereof;

WHEREAS, the above-described property, as developed, is more commonly referred to as "Stonebrooke Subdivision" (the "Subdivision");

WHEREAS, Developer desires to provide for the preservation of values and amenities in the Subdivision and for the maintenance and upkeep of the Common Properties (as hereinafter defined) and, to this end, desires to subject the Subdivision to the covenants, restrictions, easements, affirmative obligations, charges, and liens, hereinafter set forth, each and all of which is and are hereby declared to be for the benefit of the Subdivision and each and every Owner (as hereinafter defined) of any and all parts thereof;

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in the Subdivision, to delegate and assign to the Owners of the Lots (as hereinafter defined) of the Subdivision the power and authority of maintaining and administering the Common Properties and administering and enforcing the covenants and restrictions governing the same and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement, as hereinafter created: and

WHEREAS, Developer establishes an association, to be called the "Wooten Road Stonebrooke Homeowners Association, Inc." for the purpose of exercising the above functions and those which are more fully set out hereafter. Developer shall turn over the governing of the development to the Association at his discretion.

DECLARATION

NOW, THEREFORE, Developer subjects the Subdivision to the terms of this Declaration and declares that the same is and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words and terms, when used in this Declaration or any supplemental Declaration (unless the context shall clearly indicate otherwise), shall have the meanings set forth below.

"Articles of Incorporation" shall mean the Articles of Incorporate of the Association, a copy of which is attached hereto as Exhibit "B".

"Association" shall mean the Wooten Road Stonebrooke Homeowners Association, Inc., a Georgia non-profit corporation.

"Board of Directors" or "Board" shall mean the governing body of the Association established and elected pursuant to this Declaration.

"Bylaws" shall mean the Bylaws of the Association, a copy of which are attached hereto as Exhibit "C".

"Common Expense" shall mean and include (i) expense of administration, maintenance, repair or replacement of the Common Properties, including, but not by way of limitation, the repair, maintenance and replacement of all roads and streets in the Subdivision; (ii) expenses agreed upon as Common Expenses by the Association; (iii) expenses declared Common Expenses by the provisions of this Declaration; and (iv) all other sums assessed by the Board pursuant to the provisions of this Declaration.

"Common Property" or "Common Properties" shall mean those easements and common and mutual appurtenances which are shown on the recorded plat for the Subdivision and easements appurtenance thereto and required to be maintained by the Association, and which are intended for the common use and benefit of all Owners. The Common Properties are all of the portions of the Subdivision (not including the Lots) and have not been dedicated to or accepted by Catoosa County, Georgia. Common Properties include, but are not limited to Subdivision

roads and streets, street lights, sidewalks, Subdivision signage, entrance fencing and security gates, and drainage and detention facilities (including detention ponds).

“Covenants” shall mean the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens set forth in this Declaration.

“Declaration” shall mean this Declaration of Covenants and Restrictions for Stonebrooke Subdivision and any supplemental declaration filed pursuant to the terms hereof.

“Developer” or “Developers” shall have the meaning ascribed to such term in the Preamble.

“Existing Land” shall mean the real property described on Exhibit “A” attached hereto.

“First Mortgage” shall mean a recorded Mortgage or security deed with priority over all other mortgages.

“First Mortgagee” shall mean a beneficiary, creditor or holder of a Mortgage or security deed having priority over all other recorded Mortgages or security deeds.

“Lot” or “Lots” shall mean any portion of improved or unimproved plot of land shown or designated as a lot on the aforementioned recorded plat for the Subdivision.

“Member” or “Members” shall mean any or all Homeowner(s) who are Members of the Association.

“Mortgage” shall mean a security deed, as well as a mortgage.

“Mortgagee” shall mean a beneficiary, creditor or holder of a security deed, as well as a holder of a Mortgage.

“Owner” or “Owners” shall mean the recorded Owner or Owners, whether one or more persons, firms, associations, corporations, or other legal entities, of the fee simple title to any Lot sold by Developer situated upon the Properties but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to a Mortgagee, unless and until such Mortgagee has acquired title pursuant to foreclosure, nor shall the term “Owner” mean or refer to any lessee or tenant of any Owner. Developer may be an Owner.

“Property” or “Properties” shall mean the Existing Land which is subject to this Declaration or any supplemental declaration under the provisions hereof.

“Record” or “To Record” shall mean to record pursuant to the laws of the State of Georgia relating to the recordation of deeds and other instruments conveying or affecting title to real property.

ARTICLE II
RESTRICTIONS

2.01 Restrictions. The following requirements and restrictions, in addition to any requirements and restrictions imposed by federal, state or local law, shall apply to the construction and maintenance of houses and Lots in the Subdivision:

- (a) Land Use; Number of Dwellings. The property located in the Subdivision, and any other property to which these restrictions are made applicable by express reference, shall be used for private residential purposes only (not to exceed two (2) stories in height), and no building of any kind whatsoever shall be erected or maintained on the Property or upon any Lot, except as townhomes, condominiums, patio homes (zero lot line homes) and private dwelling houses, each dwelling house being designated for occupancy by a single family. Not more than one residence shall be erected or maintained upon any Lot and no structure or temporary character, trailer, basement, tent, shack, garage, barn or other out-buildings shall be used on any Lot at any time as a residence, either temporarily or permanently. No residence or lot or other structure shall be designed, patterned, constructed or maintained on any lot in the Community for use in whole or in part for any business, service or business activity, or for any commercial purpose, except for home office purposes as an incidental part of a residence. Notwithstanding the foregoing, the Developer reserves the right to maintain a construction trailer on the Property during the development of the Subdivision and to approve detached garages. No more than two (2) adults with no more than three (3) children under the age of eighteen (18) shall be permitted to rent or lease a dwelling unit from any Owner in the Subdivision.
- (b) Dwelling Size. All plans must be approved by Developer or the Association, once Developer has assigned the governance of the Subdivision to the Association. No modular homes, mobile homes, single-wide or double-wide trailers are permitted on any Lot in the Subdivision. Developer has the sole discretion to increase or decrease the minimum square footage.
- (c) Foundation and Exterior. No exposed concrete blocks may be used in the construction of any home in the Subdivision. The front portion of foundations must be faced with brick or stone. Homes with foundations not exceeding one foot may use stucco on sides and rear. Front (and one end of foundation if on a corner lot) must be brick or stone. Foundations of homes with conventional flooring must be faced with brick or stone on both front and side elevations. Decorative blocks may be used if approved in advance by Developer or the Association. All foundations shall be fully enclosed at the exterior walls. Exterior walls of homes must be painted, unless faced with brick, mountain stone, vinyl, hardy board or synthetic stucco (for example, Sto brand), and Developer or the Association must approve all stucco surfaces and finishes in advance of construction.

- (d) Limitation on Changes to Exterior. All exterior designs, colors, roof brand and color established by Developer shall not be changed or altered without Developer's prior written consent. No dwelling unit on any Lot in the Subdivision shall be altered on the exterior, including materials and color, without Developer's prior written consent.
- (e) Garages. All homes constructed must have at least a one-car garage unless Developer agrees otherwise in writing. The construction of carports is prohibited. The garage of any home cannot be enclosed or otherwise incorporated into the heated and cooled living area of the main dwelling and may not be used when calculating the square footage of living space in the main dwelling. In addition, the square footage of screened or enclosed porches may not be used when calculating the square footage of living space in the main dwelling.
- (f) Roof. All homes must have a roof pitch of at least 6/12 and must be guttered in front and rear. Homes must be constructed with architectural shingles on the roof.
- (g) Porches, Decks and Patios. All homes must have a front and rear porch, deck or patio (patios may only be used on the rear or side of the home unless otherwise approved by Developer). Decks or patios may be open or covered. Wooden porches may be constructed on any home if approved in advance by Developer.
- (h) Building Codes. Construction of all homes must fully comply with all local building codes and ordinances.
- (i) Driveways. All driveways must be constructed of concrete and shall run from the pavement line of the street frontage on each Lot.
- (j) Landscaping. All landscaping must be pre-approved. The builder or homeowner must have landscaping completed within thirty (30) days of completion of the construction of a home. The front yards of all Lots in the Subdivision shall contain sod and the front and side yards of all corner lots in the Subdivision shall contain sod. Builder must submit landscape plans to Developer for advance approval.
- (k) Mailboxes. All Owners shall maintain their mailboxes in accordance with the Developer's uniform design and construction requirements. The mailboxes shall be kept the same color and size as constructed and established by Developer. Any variation from this design, must be approved by the Developer prior to its construction and/or installation.
- (l) Sidewalks. Within six (6) months from the time of the purchase of each lot in the Subdivision, the Owner shall install a sidewalk along the portions of the Lot which abut the street. Sidewalks shall be concrete, a minimum of sixty (60) inches in width, four (4) inches thick, and installed along all streets with a six (6) foot grass strip between the sidewalk and the road. Specifications for the sidewalks shall be obtained from the Developer. Sidewalks shall be installed on each Lot so as to be uniform

with other sidewalks in the Subdivision. The edge of the sidewalk which abuts the street shall be no closer than six (6) feet to the curb.

- (m) Utilities. All utilities installed on any Lot shall be installed underground. No overhead or above ground utilities are permitted.
- (n) Propane Tanks. Any propane tank installed on any Lot in the Subdivision shall be installed behind the rear of the main dwelling. In addition, any propane tank installed on a Lot in the Subdivision shall be of the underground type and shall be buried in the rear yard of the main dwelling.
- (o) Gardens. All vegetable gardens must be kept in the back yard and hidden by a fence.
- (p) Playground Equipment. Playground equipment, sandboxes, small Kiddie type swimming pools, and swing sets, will be permissible and will be restricted to the back yard only (behind the house). Builder must submit advance plans to Developer for approval prior to construction or installation.
- (q) Laundry. No outside clotheslines or hanging of clothes may be conducted where the general public can see.
- (r) Construction/Lot Maintenance. All builders must keep the Lot clean during construction and gravel must be kept on every driveway during construction unless already concreted. Developer, at his discretion, may fine up to \$100 per day or clean a Lot and charge builder for the cost.
- (s) No Noxious or Offensive Activities. No noxious or obnoxious, or offensive activity shall be carried on upon or within any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Owners in the Subdivision or the neighborhood in general. Without limiting the foregoing, no exterior speaker, horn, whistle, bell or other sound device, except security devices used exclusively for security purposes, shall be located, used or placed upon a Lot. The playing of loud music from any porches or inside or outside of a residence shall be an offensive, obnoxious activity constituting a nuisance.
- (t) Lot Maintenance/Upkeep. All Lots shall be maintained in a neat and orderly condition (grass being cut when needed, as well as leaves, broken limbs, dead trees and other debris being removed as appropriate). Tree limbs, rocks and other debris must be kept out of the streets. No materials or equipment such as disabled, non-running or unlicensed automobiles or other unsightly objects shall be kept on any Lot. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of a Lot so as to render the same unsanitary, unsightly or offensive.
- (u) Garbage. Garbage, trash and similar types of waste shall not be disposed of or burned upon any Lot but shall be kept in sanitary conditions, and shall be disposed of

regularly and properly by placing garbage in outside garbage cans with animal resistant lids. Garbage containers must be stored in the garage.

- (v) No Hunting/Shooting. There shall be no hunting, trapping, unnatural harm to animals, game or water species, nor shall there be any target or trap shooting or discharge of firearms upon any Lot in the Subdivision, except in protection of person or private property to the extent permitted by the laws of the State of Georgia.
- (w) Hazardous Substances. No Owner shall make, store, use, treat, or dispose of any "hazardous substance," "contaminant," or "pollutant" (as those terms are defined under any federal, state, and local law or regulation, or common law, pertaining to health, safety, or environmental protection, as from time to time amended, referred to herein in the aggregate as "hazardous substance laws") on or about any Lot in the Subdivision.
- (x) Signs. No signs, billboards, posters or advertising devices of any character shall be erected, permitted or maintained on any Lot or which may be visible from outside a dwelling except: a professionally designed sign not more than six (6) square feet in surface area advertising that particular Owner's property on which the sign is situated is for sale; and two (2) security signs no more than one (1) square foot in surface area stating that the dwelling constructed on the Lot is protected by a security system and/or stating the brand name of the security system. Developer reserves the right for itself and any builder who acquires a Lot or Lots from the Developer for purpose of constructing a dwelling thereon, to construct and maintain such signs, billboards and advertising devices as may in their sole discretion be deemed necessary in connection with the sale of Lots or dwellings.
- (y) Yard Sales. No more than one (1) yard sale shall be held by the same Owner within any six (6) month period. Such yard sale shall not exceed one (1) week and no unsold items shall remain outside during evening hours.
- (z) Bird Baths. No more than one (1) bird bath may be permitted on any Lot in the Subdivision.
- (aa) No Private Wells/Water Supply. No individual water supply (i.e. private wells) shall be permitted on any Lot.
- (bb) No Window Units. No window air conditioning unit may be located in any part of a dwelling on any Lots in the Subdivision.
- (cc) Dumpsters. No dumpsters are permitted on any Lot at anytime, except during the construction period. Upon completion of a home, any dumpster utilized during construction shall be immediately removed from the Lot.

- (dd) Pre-Approval of Plans. All home plans in said subdivision must be approved in writing by Developer prior to commencement of construction. When submitted to the Developer for approval, plans must, at a minimum, specifically show for approval the proposed appearance of the home, main floor elevations, and exterior paint color scheme. Developer shall be provided one set of plans for each home built.
- (ee) Completion of Homes. All homes built must be completely finished, including yard, driveway, landscaping and painting within six (6) months of the date construction starts. If not, the Developer has the right to take over the project and complete it at Owner's expense without having a court's approval. Owner has the right to request an extension, which may or may not be granted based on circumstances.
- (ff) Outbuildings; Fences; Pools. All outbuildings, detached garages and fences must be built in rear yards only, and must be built of the same materials and colors used on the house. Any outbuildings or detached garages or other structures shall be constructed to conform to the design of the main dwelling. The proposed design of any outbuilding, detached garage or other structure must be approved by the Developer or Association prior to the commencement of construction. Fences must be constructed of wood or vinyl and no chain link fences are permitted. Fences constructed shall not be more than six feet in height. Fences constructed on corner lots must be at least thirty (30) feet from any road side property line. No above ground swimming pools, outdoor spas or hot tubs will be permitted, without first obtaining the consent of the Developer or the Association. All swimming pools must be of the in-ground type only. Plans for outbuildings, detached garages, fences and/or swimming pools must be submitted to Developer or the Association, once Developer has assigned the governance of the Subdivision to the Association, prior to construction and will be retained on file.
- (gg) Pets; Animals. No horses, cattle, goats, sheep, swine, chickens, turkeys, ducks, or other farm livestock may be kept on any Lot. No commercial breeding of animals is permitted in any portion of the Subdivision. Domesticated pigs, chickens, and ducks are considered farm animals and are prohibited. A pet owner shall muzzle any pet which consistently barks, makes loud noises or is aggressive in nature. If the barking, loud noise or aggressive behavior persists, the pet owner shall have the pet removed from the Subdivision. If the pet owner refuses, it shall be deemed an offensive activity and a nuisance and Developer or the Association may take all reasonable steps necessary to remove the nuisance at the pet owner's expense, including attorney fees, expenses, and any court or other costs associated with the termination of the nuisance. An Owner must remove any feces or waste left by any pet from any Lot or any Common Properties or any other area in the Subdivision. All animals must be kept under control and not allowed to roam or run loose. No dog pens or kennels shall be allowed. All pets shall be kept current on their vaccinations and other requirements imposed by any local, state or federal governmental agency. Owners shall be strictly liable for any damage that should occur as a result of a violation of this covenant.

- (hh) Vehicles: Parking. No truck larger than one ton in size may be parked or kept on any Lot except during construction of the home on said Lot. No junk or inoperable cars or cars in need of substantial body repair may be parked on or kept on any Lot. No boats, recreational vehicles or trailers of any type are to be parked on any Lot in the Subdivision. No recreational vehicles, boats, boat trailers, go-karts, motorcycles, 4-wheel vehicles, toys, playground equipment or other vehicles or items, other than operable passenger cars and/or pickup trucks, may be parked or placed outside of the enclosed garage. No parking is permitted on the right of ways of the Subdivision streets except in designated areas. Vehicles of any type may not be parked on the street for a period exceeding twenty-four (24) hours. Vehicles of any type may not be parked on any sidewalks or in the grassed areas of any Lot at any time. Owners may not park or allow any guests or visitors to park their vehicles upon the Common Properties or the property of other Owners without permission. Any vehicle that is parked in violation of these restrictions may be towed by Developer or the Association at the Owner's expense.
- (ii) No Antennas. No television antenna, dish, radio receiver or sender or other similar device shall be attached to or installed upon the exterior portions of any house or other structure on the Property within the Development without the prior written consent of the Developer or the Association, once Developer has assigned the governance of the Subdivision to the Association. In addition, no radio, television or other form of electromagnetic radiation shall be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals upon any other Lot. Without limiting the applicability of the foregoing, Developer or the Association, as the case may be, may permit the installation of unobtrusive television reception devices if such devices are attached to the exterior of a house and are attached in a location approved by the Developer or Association if the location is not in the public view and is not unsightly, regardless of its location. Notwithstanding the foregoing, the provisions of this Section shall not prohibit Declarant from installing equipment necessary for a master antenna system, security system, cable television, mobile radio system or other similar system within the Development.
- (jj) Building Setbacks. The building setbacks shall be as shown on the recorded plat for the Subdivision. Developer shall have full authority, in its sole discretion, to reduce the minimum setback frontage of front and side street lines on any particular Lot and/or to reduce the minimum setback frontage on any rear Lot line so long as such variance meets local, city, county or state requirements.
- (kk) Drainage Plans. Developer must approve all site drainage plans for each Lot in the Subdivision prior to the commencement of construction. All builders and/or Lot Owners must adhere to and complete any drainage plan approved by Developer.
- (ll) Community Lots, Drainage and Detention Area. Each Lot owner will be responsible for their pro rata share of the Common Properties, community lots and the drainage and detention areas.

(mm) Duty to Rebuild or Clear and Landscape Upon Casualty or Destruction. In order to preserve the aesthetic and economic value of all Lots within the Subdivision, each Owner shall have the affirmative duty to rebuild, replace, repair or clear and landscape within a reasonable period of time (not to exceed six (6) months) any building, structure, improvement, and significant vegetation which shall be damaged or destroyed by fire or other casualty. Variations and waivers of this provision may be made by Developer or the Board. Variations to this Section are to be strictly construed and the allowance of a variance by the Developer or the Board shall not be deemed to be a waiver of the binding effect of this Section upon all other Owners.

2.02 Common Properties. The Common Properties shall not be used except for one or more of the following purposes:

- (a) For the installation and maintenance of drainage systems, water lines, sewer lines, gas lines, telephone lines, power lines, cable television lines, lighting, and all other utility and/or service lines.
- (b) Ingress and egress, both pedestrian and vehicular, including the maintenance of roads and/or walking trails.
- (c) Construction and maintenance of fences (including but not limited to security fences), gates, subdivision signage, alarms, and signage.
- (d) The Common Properties shall remain permanently as open space and there shall be no development of same. No building, structure or facility shall be placed, installed, erected or constructed in or on said Common Properties, unless it is purely incidental to one or more of the uses above specified. Notwithstanding any other provision of this Declaration to the contrary, no amendment shall be made which impairs or diminishes the rights of the Members of the Association in the Common Properties.
- (e) Developer or the Association may elect to build structures for the common use of the homeowners on common areas.

2.03 Developer's Construction, Selling and Leasing Activities. Developer may carry on such construction, selling and leasing activities in the Subdivision as it deems necessary, and may maintain upon such portions facilities as it deems necessary, expedient or incidental to the completion of construction and to the selling or leasing of Lots or dwellings, including without limitation maintenance of a sales office, model residence, signs, storage areas, construction facilities, and construction offices.

2.04 Easement. Developer shall have and does hereby reserve a transferable easement on and over all Lots as is reasonably necessary for the purpose of making improvements on the Property and for the purpose of doing all things in connection therewith, including without

limitation for the following: erection, installation, construction, and maintenance of wire, lines, conduits, and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antennae, television cables, and other utilities; for the construction and other improvements on the Lots for the installation, construction and maintenance of storm water drains, public and private sewers, and any other public or quasi-public utility facility; for the use of any streets, drives, or temporary facilities installed for parking vehicles in connection with efforts to market the Lots; and for the maintenance of such other facilities and equipment as in the sole discretion of Developer may be required, convenient or incidental to the completion, improvement and sale of Lots.

2.05 Violations and Enforcement. In the event of violations of any one or more of the provisions of this Article or this Declaration, the Association, its successors and assigns, including all parties hereafter becoming Owners of any one or more of the Lots to which the provisions of this Declaration apply, may bring action or actions against the Owner seeking to enjoin such violation, or attempted violation, and the Owner shall be further liable for such damages as may accrue, including court costs and reasonable attorney's fees incident to any such proceedings, which costs and fees shall constitute liquidated damages. By reason of the rights of enforcement of the provisions of this Declaration being given unto Owners of Lots (subject to rights of variance reserved by the Board), it shall not be incumbent upon the Association to enforce the provisions of this Declaration or to prosecute any violation thereof. In the event of a violation of these restrictions, a waiver thereof may be made by the Developer or the Association's Board of Directors in its sole discretion, if said waiver does not adversely affect the purposes contained herein.

ARTICLE III

ASSOCIATION

3.01 Membership. Every person or entity who is a record Owner of a fee simple interest in any Lot which is subject to this Declaration shall be a Member of the Association, provided that any such person or entity who holds such title or interest merely as a security for the performance of an obligation shall not be a Member of the Association. Membership shall automatically be transferred to the new Owner upon the conveyance of any Lot and recording of the deed of conveyance in the Office of the Clerk of the Superior Court of Catoosa County, Georgia, in addition to payment of any Association initiation fees, assessments, or dues. Membership shall be appurtenant to ownership of any Lot which is subject to assessment.

3.02 Voting Rights. The voting rights for Owners of Lots shall be as set forth herein for the Association. The Association shall have one class of voting membership as follows: Lot Owners shall have full voting privileges at the Annual Association meeting concerning all Common Properties, improvements, changes to the Declaration, changes of the Board of Directors, President, Vice President, Secretary, and Treasurer of the Association, and any interest concerning the Association.

Occupants who are not Lot Owners shall have no vote or voice in the affairs of the Association. In no event shall more than one vote be cast with respect to any Lot. Any Owner who owns multiple Lots shall have one (1) vote for each Lot owned. When an Owner signs a proxy, such vote shall be counted when such proxy is contained in a written instrument delivered to the Secretary of the Association before the vote is counted. A Lot Owner who is delinquent in the payment of assessments or dues shall not have the right to vote or voice in the affairs of the Association so long as such delinquency continues.

Notwithstanding anything contained in this Declaration or the Bylaws of the Association to the contrary, Developer shall have three (3) votes for each Lot owned by Developer.

ARTICLE IV

THE BOARD OF DIRECTORS AND OFFICERS

4.01 Board of Directors. The administration of the Property on behalf of the Association shall be conducted by the Board which shall consist of five (5) natural persons of legal age, each of whom shall be a Member in good standing of the Association, and will maintain such representation during membership on the Board.

4.02 Initial Board of Directors. The Developer shall act as the Board of Directors during the first twenty-four (24) months following the date of this Declaration or until all Lots in the Subdivision have been sold by Developer, whichever occurs last. Developer shall have all powers and authority to act which are granted to the Board of Directors in this Declaration. However, notwithstanding any provision herein to the contrary, Developer shall have the right to terminate its obligations with respect to the initial Board at any time upon giving notice of its intent to do so to all Owners and upon the election of the first Board of Directors and officers as provided in this Declaration. Notwithstanding any provision of this Declaration to the contrary, as long as Developer is acting as the initial Board of Directors, Developer shall have the absolute power and right to amend, change, or alter the provisions of this Declaration.

4.03 Election. At each annual meeting, subject to the provisions hereof concerning filling vacancies of unexpired terms, the Association shall elect those members of the Board, President, Vice President, Secretary, and Treasurer as required under Section 5.05 who shall serve the terms set out under Sections 4.04 hereof. However, the members of the Board elected to succeed the prior elected officers may be elected at a special meeting duly called and specifically called for that purpose by the Board and the Board elected at said special meeting to serve until the first annual meeting of the Association held thereafter. Members of the Board may also serve as the officers of the Association.

4.04 Term. Members of the Board shall serve for a term of one (1) year. The President, Vice President, Secretary and Treasurer shall serve for a term of one (1) year. The members of the Board, President, Vice President, Secretary, and Treasurer shall serve until their respective successors are duly elected and qualified, or until their death, resignation or removal. All members of the Board must be a Member of the Association in good standing, and the President

and Vice President must also be members of the Board. The requirements of this Section 4.04 shall not apply as long as Developer has the right to appoint the Board of Directors.

4.05 Resignation or Removal. Any member of the Board, President, Vice President, Secretary, and Treasurer may resign at any time by giving written notice to the President, or to the Vice President should the resigning member be the President. Any member of the Board may be removed from elected office by a two thirds (2/3) affirmative vote of the Association, except that a vacancy on the Board shall be deemed to exist in the event of the death or disability of a member which, in the opinion of the majority of the Board, renders such member incapable of performing his elected duties, or in the event a member shall cease to be a Member of the Association. Whenever there shall occur a vacancy on the Board for any reason, the remaining Board members shall elect a successor member to serve until the next annual meeting of the Association or a special meeting is called for filling vacancies at which time said vacancy shall be filled by the Association for the unexpired term.

4.06 Compensation. The members of the Board and elected officers shall receive no compensation for their services unless expressly provided for by the Association but shall be reimbursed for reasonable expenses incurred by them in the performance of their duties.

4.07 Powers and Authority of the Board. The Board and elected officers, for the benefit of the Subdivision and the Association, may enforce the provisions of this Declaration, the Bylaws, and the rules and regulations governing the Subdivision promulgated pursuant to the Declaration and the use of the Common Properties. Subject to any provision herein, the Board and elected officers shall have the power and authority to acquire and pay for the following, which shall be deemed Common Expenses of the Association:

(a) Water, sewer, electrical, lighting, and other necessary utilities for the Common Properties.

(b) Legal and accounting services necessary or advisable in the operation of the Common Properties and the enforcement of the Declaration, the Bylaws, and any rules and regulations made pursuant to the Declaration.

(c) Painting, maintenance, repair, replacement and landscaping of the Common Properties. The Board shall also have the right from time to time to acquire and dispose of, by sale or otherwise, and without the necessity of approval of any Owner, furnishings and equipment and other personal property for the Common Properties and to provide maintenance, repair and replacement thereof, which shall include but not be limited to the maintenance of the common fencing, gates, common signage, lighting, shrubs, grass, roads, sidewalks, drainage and detention areas.

(d) Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments that the Board is required to secure or pay for pursuant to the terms of the Declaration, the Bylaws or any rules or regulations promulgated pursuant to the Declaration or which, in its opinion, shall be necessary or advisable for the operation of the Common Properties and the Subdivision or for the

enforcement of the Declaration, the Bylaws, or any rules and regulations promulgated pursuant to the Declaration.

(e) The Developer or the Board shall have the exclusive right to contract for all goods, services, including security and insurance, payment for which is to be made from Common Expenses. The Board will be accountable for all money spent and will provide account for all money spent upon request of any Owner in good standing.

(f) The Developer or the Board must approve all sales to assure no Lot or home is sold for greater than ten percent (10%) under appraised value. In the event any Lot or home is marketed for sale in an amount greater than ten percent (10%) under appraised value, Developer or the Board has the right to buy the Lot or home at the marketed price and resell the same at market value to assure values are maintained. If the Board buys the Lot or home, all net profits, when the Board sells it, shall become funds of the Association. The Developer and/or the Board has/have the right to deny the sale without buying said property.

4.08 Additional Powers of the Board. The Board shall have the right to acquire, operate, lease, manage, trade and otherwise deal with the Common Properties as may be necessary or convenient in the operation and management of the said Common Properties, and in accomplishing the purposes set forth herein.

4.09 Meetings of the Board. Meetings of the Board shall be held at such places within the State of Georgia as the Board shall determine at least once per quarter. An annual meeting shall be held on the first Monday in January of each year, or at any other time (but not more than thirty (30) days before or after such date) so designated by the Board. Three (3) members of the Board (one of which must be the President or Vice President) shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Board. The President or Vice President of the Association shall chair meetings of the Board and the minutes shall be recorded by the Secretary of the Association (or an appointee of the Board). Any action require to be or which may be taken by the Board may be taken without a meeting of the Board pursuant to a written consent, setting forth the action so taken, signed by all members of the Board.

4.10 Special Meetings. Special meetings of the Board may be called by the President of the Association or by any two Board members.

4.11 Notice of Meetings. Regular meetings of the Board may be held without call or notice. The person or persons calling a special meeting of the Board shall, at least ten (10) days before the meeting, give notice thereof by any usual means of communication to all Board members. Such notice need not specify the purpose for which the meeting is called. If an agenda is prepared for such a meeting, the meeting need not be restricted to discussions of those items listed on the agenda.

4.12 Waiver of Notice. Any members of the Board may, at anytime, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of

such notice. Attendance of any member of the Board at any meeting thereof shall constitute a waiver of notice of such meeting unless a Board member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called and does so object by delivering a written document to that effect.

4.13 Fiscal Year. The fiscal year shall be determined to start January 1st of each year.

4.14 Special Committees. Special meetings of the Board may be called by the President of the Association or by any two Board members.

4.15 Rules and Regulations. The Board shall have the power and right to adopt and amend rules and regulations for the purpose of governing the operation and use of the Common Properties and setting forth restrictions on, and requirements respecting the use and maintenance of, the Common Properties.

4.16 Limitation on Capital Additions. Except as permitted in other specific provisions set forth in this Declaration, the Board shall authorize no structural alterations, capital additions to, or capital improvements of the Common Properties which require an expenditure in excess of One Thousand and 00/100 Dollars (\$1,000.00) without approval of the majority vote of the Association; provided, however, that the Board shall have the power to make any such structural alterations, capital additions to, or capital improvements of, the Common Properties as are necessary, in the Board's reasonable judgment, to preserve or maintain the integrity thereof without obtaining such approval, if in the opinion of the Board an emergency exists upon which should be corrected before a meeting of the Association could be reasonably called and held. Nothing contained herein shall limit the right of the Board to make expenditures for the necessary and reasonable repair and maintenance of the roads and streets in the Subdivision.

4.17 Failure to Insist on Strict Performance Not Waiver. The failure of the Board or its agents to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions in this Declaration, or the Bylaws or the rules and regulations or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future, of such terms, covenants, conditions or restrictions, rights, options or notices, but such terms, covenants, conditions or restrictions, rights, options or notices shall remain in full force and effect.

ARTICLE V

THE ASSOCIATION, MEETINGS, OFFICERS

5.01 Quorum. The presence in person or by proxy at any meeting of the Association of a majority of the Owners of Lots subject to assessment (Developer's Lots not being subject to assessment) in response to notice to all Owners properly given in accordance with Article VI of the Bylaws, as the case may be, shall constitute a quorum. Unless otherwise expressly provided in this Declaration, any action may be taken at any meeting of the Association upon the affirmative vote of persons entitled to cast a simple majority of the votes which are represented

at such meeting. Proxy vote representation shall be recognized and counted, should Members not submit a proxy then a vote "for" the recommendation of the Board will be assumed.

5.02 Annual Meeting. There shall be an annual meeting of the Association on the first Monday of January at 6:00 p.m. of each year at the Subdivision or at any place or time (but not more than thirty (30) days before or after such date) so designated by the Board. The Secretary shall present a review of the expenses for the prior year and a budget for the coming year or any pertinent actions passed by the Board or a majority of Members in good standing.

5.03 Special Meeting. Special meetings of the Association may be held at any time and at any reasonable place to consider matters which require the approval of all or some of the Owners, or for any other reasonable purpose. Special meetings shall be called by a majority of the Board, or at least by one-third (1/3) of the Owners by written notice, delivered to all Owners not less than fifteen (15) days prior to the date fixed for said meeting. The notice shall contain a description of matters to be considered.

5.04 Parliamentary Rules. Robert's Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with this Declaration or other such rules adopted by the Board.

5.05 Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer and any other officers appointed by the Board. Each officer must be a Member in good standing. The President and the Vice President must be members of the Board. No officer shall receive compensation for serving as such. The officers shall be elected by majority vote of the Board and may be removed or replaced by same. The Board may, in its discretion, require that officers be subject to fidelity bond coverage.

(a) President. The President shall preside at all meetings of the Association and the Board, and may exercise the powers ordinarily allocable to the presiding officer of an association, including the appointment of committees, and such other powers and authority granted to the President by the Board. The President shall be authorized to provide payment for the Association expenses not to exceed Five Hundred and 00/100 Dollars (\$500) or such higher or lower amount approved by the Board.

(b) Vice-President. In the absence or inability of the President, the Vice President shall perform the functions of the President.

(c) Secretary. The Secretary shall keep the minutes of all proceedings of the Board and the Association and shall keep such books and records as may be necessary for the records of the Association and the Board, including the minute book wherein the resolutions shall be recorded. The Secretary shall have such other powers and authority granted by the Board.

(d) Treasurer. The Treasurer shall be responsible for the fiscal affairs of the Board and the Association. The Treasurer shall have such other powers and authority granted by the Board.

5.06 Bylaws. In the event of any discrepancies between the terms of this Declaration and the Bylaws with regard to the governance of the Association, this Declaration shall control.

ARTICLE VI

LIABILITY AND INDEMNIFICATION

6.01 Liability of Members of the Board and Officers. The members of the Board, the officers and any agents and employees of the Association shall: (a) not be liable to the Members or Association as a result of their activities as such for any mistake of judgment, or otherwise, except for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (b) have no personal liability to a Member or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Members in their capacity as such; (c) have no personal liability in tort to a Member or any other person or entity, direct or imputed, by virtue of acts performed by them as Board members and/or officers except for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; and (d) have no personal liability arising out of the use, misuse or condition of the Property, or which might in any other way be assessed against or imputed to them as a result or by virtue of their capacity as such Board members and/or officers.

6.02 Indemnification by Association. To the extent now or hereafter permitted by applicable law, the Association shall indemnify and hold harmless any person, his heirs and personal representatives, from and against any and all personal liability, and all expenses, including without limitation counsel fees and court costs, incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative instituted by any one or more Members or any other persons or entities, to which he shall be or shall be threatened to be made a party by reason of the fact that he is or was a member of the Board or an officer or agent or employee of the Association; provided, in the case of any settlement, that the Board shall have approved the settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement of by vote of the Association of the Board, or otherwise. The indemnification by the Association set forth in this Article VI shall be paid by the Board on behalf of the Association and shall constitute a Common Expense.

6.03 Notice of Suit and Opportunity to Defend. Suits brought against the Association, or the Board, or the officers, employees or agents thereof, in their respective capacities as such, or the Common Properties as a whole, shall be directed to the President of the Association, who shall promptly give written notice thereof to the other members of the Board and any Mortgagees, and shall be defended by the Board, and the Association and all Members shall have no right to participate other than through the Board in such defense. Suits against one or more, but less than all Members shall be directed to such Member, who shall promptly give written

notice thereof to the Board and to the Mortgagees of the Lots affected, and shall be defended by such Member at his expense.

ARTICLE VII

ASSESSMENTS

7.01 Creation of Lien and Personal Obligation of Assessments. Each Owner by acceptance of a deed conveying a Lot, whether it be expressed in any such deed or other conveyance, by submission of such Lots to this Declaration under the provisions of Section 2.01 hereof, shall be deemed to covenant and agree to all of the terms and provisions of this Declaration and to pay to the Association annual assessments and special Assessments for the purposes set forth in Section 7.04 hereof, at such time as hereinafter provided. The Owner of the Lot shall be personally liable to the Association for the payments of all assessments, whether annual or special, which may be levied while such party is Owner of a Lot. The assessments, together with interest thereon and costs of collection therefore as hereinafter provided, shall be a charge and continuing Lien on the Lot and all of the improvements thereon against which each such assessment is made. Unpaid assessments shall bear such interest from due date to date of payment at a rate set by the Board, which shall be no less than the Prime interest rate as of January 1st of each year and no more than two (2) times the Prime interest rate as of January 1st of each year.

7.02 Purpose of Assessments. The assessments levied by the Board shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and for the improvement and maintenance of the Common Properties and Property. Special assessments shall be used as set forth in Section 7.04 of this Article.

7.03 Amount and Due Date of Assessments. Developer or the Association will collect one year's dues at the time of the sale of the Lot. The annual assessment per Lot shall be Six Hundred and 00/100 Dollars (\$600.00) and shall be payable in quarterly installments of One Hundred Fifty and 00/100 Dollars (\$150.00) on January 1, April 1, July 1, and October 1 each year. Developer may elect to increase or reduce said amount at its discretion. A majority of the Board may elect to increase or reduce said amount at an annual or special meeting approved by two-thirds (2/3) of the Members in attendance. Dues will be kept in an escrow account until the formation of the Association and election of the Board, at which time the dues will be deposited into the Association's operating account.

7.04 Special Assessments for Improvements and Additions. The Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties or Property, including necessary fixtures and personal property related thereto or additions to the Common Properties or Property, provided that such assessment shall have the approval of two-thirds (2/3) of the Owners at a duly called meeting of the Association. Written notice shall be sent to Members thirty (30) days in advance setting forth the purposes of said meeting. This provision shall not apply to necessary repairs and improvements to the roads

and streets in the Subdivision and a special assessment may be made by the Board to defray the reasonable costs of repairs and maintenance on the roads and streets without approval of the Owners as provided above.

7.05 Intentionally Omitted.

7.06 Lien. Recognizing that the necessity for providing proper operation and management of the Common Properties and Property entails the continuing payment of costs and expenses therefor, the Association is hereby granted a lien upon each Lot and the improvements thereon as security for payment of all assessments against said Lot, now or hereafter assessed, which lien shall also secure all costs and expenses, and reasonable attorney's fees and court costs, which may be incurred by the Association in the enforcement of the lien upon said Lot. The lien granted to the Association may be foreclosed as other liens are foreclosed in the State of Georgia. Failure by an Owner to pay any Assessment, annual or special, on or before the due date set forth above or otherwise set by the Association for such payment shall constitute a default, and this lien may be foreclosed by the Association.

7.07 Lease, Sale or Mortgage of Lot. Whenever any Lot may be leased, sold or mortgaged by the Owner thereof, which lease, sale or mortgage shall be concluded only upon compliance with other provisions of this Declaration, the Association, upon written request of the Owner of such Lot, shall furnish to the proposed lessee, purchaser or mortgagee, a statement certifying the status of payment of any Assessments which shall be due and payable to the Association by the Owner of such Lot; such statement shall include whether there exists any matter in dispute between the Owner of such Lot and the Association under this Declaration. Such statement shall be executed by an officer of the Association, and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement. Should payment of any Assessment be in default when such lease, sale, or mortgage should be transacted, then the rent, proceeds of purchase, or mortgage shall be applied by the lessee, purchaser, or mortgagee first to payment of any delinquent assessment to the Association before payment of any rent, proceeds of purchase, or mortgage to the Owner of any Lot who is responsible for payment of such delinquent Assessment. In any voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor and the Lot made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Developer's Lots are excluded from assessments.

7.08 Developer Owned Lots. All Lots owned by Developer shall be exempt from all Assessments and Developer shall have no responsibility to pay any Assessments which are otherwise assessed against Lots in the Subdivision.

ARTICLE VIII

MORTGAGES, MORTGAGEES AND PROCEDURES
AND RIGHTS RELATING THERETO

8.01 Mortgages and Other Liens.

- (a) Each Owner shall have the right, subject to the provisions herein, to make or create, or cause to be made or created, any mortgage or other lien on or affecting said Owner's respective Lot, together with said Owner's respective ownership interest in the Common Properties, provided, however, that from the date this Declaration is recorded, no Owner shall have the right or authority to make or create, or cause to be made or created, any mortgage or other lien on or affecting the Property or any part thereof except only to the extent of said Owner's own Lot and the respective interest in the Common Properties corresponding thereto.
- (b) Subsequent to the recording of this Declaration, no liens of any nature shall be created or arise against any portion of the Property except against an individual Lot. No labor performed or materials furnished with the consent or at the request of a particular Owner shall be the basis for the filing of a mechanic's lien claim against any other Lot. If the performance of the labor or furnishing of the materials is expressly authorized by the Association, each Owner shall be deemed to have expressly authorized and consented to such performance of labor and furnishing of materials, and each Owner shall be liable for the payment thereof in a proportionate share of any due and payable indebtedness, as set forth in this Declaration. An Owner shall not be liable for any claims, damages or judgments entered as a result of any action or inaction of the Association other than for mechanic's liens as set forth above. Each Owner's liability for any judgment entered against the Association shall be limited to said Owner's proportionate share of the indebtedness, as set forth in this Declaration, whether collection is sought through Assessment or otherwise.

8.02 Rights of Mortgagees.

- (a) Each of the following actions shall require, as of the date such action is taken, the prior written approval of all holders or owners of a subsequently recorded mortgage or security deed constituting a first mortgage lien on any one or more Lots:
- i. Abandonment or termination of the Association or removal of the Property from the provisions of this Declaration, except for removal provided by law, or in the case of destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
 - ii. Any amendment to this Declaration which changes the interest of the Owners in the Common Properties;
 - iii. Use of hazard insurance proceeds of losses to the Common Properties for other than the repair, replacement or reconstruction of such improvements;
 - iv. Any amendment to this Article or to any other provision in this Declaration which specifically grants rights to the holders of such first mortgages or security deeds.

(b) Upon written request, any mortgagee subject to this Declaration shall be entitled to:

- i. Inspect the books and records of the Association during normal business hours, upon reasonable notice;
- ii. Receive a copy of the annual financial statement of the Association which is prepared for the Association and distributed to the Owners;
- iii. Receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings;
- iv. Receive written notice of any default in the obligations hereunder of any Owner of such Lot encumbered by such first mortgage lien not cured within thirty (30) days after notice of such default has been sent to such Owner by the Association; and
- v. Receive written notice of any material amendment to this Declaration or the Bylaws of the Association.

However, the Association's failure to provide any of the foregoing to a first mortgagee who has so requested same shall not affect the validity of any action or decision which is related to the foregoing, nor shall the Association have any liability on account of its good faith failures to so provide.

- (c) Upon written request, a first mortgagee of any one or more Lots shall be entitled to timely written notice in the event of any substantial damage or destruction of any part of the Common Properties or if the Common Properties or any portion thereof are made the subject matter of any condemnation or eminent domain proceeding or are otherwise sought to be acquired by a condemning authority. No Owner or other party shall be entitled to priority over such first mortgagee with respect to the distribution to such Owner or other party, with respect to such Lot, of any insurance proceeds payable by reason of such damage or destruction or of the proceeds of any such condemnation award or settlement.
- (d) The provisions hereof are in addition to all other rights of mortgagees herein contained or under applicable law.
- (e) When notice is to be given to any first mortgagee hereunder, the Board shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Government National Mortgage Association and any other public or private secondary mortgage market entity participating in purchasing or guaranteeing mortgages of Lots in the Development, if the Board has notice of such participation.

8.03 Subordination. The liens provided for in this Declaration shall be subordinate to the lien of any prior recorded mortgage or security deed on the Property or Lot or any portion thereof, or on any interest of such Owner, which mortgage or security deed is recorded prior to the date such lien for unpaid Common Expenses attaches and is owed, or held by any lender,

except for the amount of said proportionate share of such Common Expenses which become due and payable from and after the date on which such lender either takes possession of the Lot or interest encumbered by such mortgage or security deed, or accepts a conveyance, transfer or assignment of the Lot or of any interest therein (other than as security) in lieu of any foreclosure of such mortgage or security deed.

An Owner or mortgagee of a Lot shall have the right to acquire from the Association a certificate showing the amount of unpaid assessments with respect to the Lot. The Association may not enforce against a mortgagee who relies on the certificate any indebtedness as of that date in excess of the amount shown thereon.

By subordination agreement executed by a majority of the Board, the benefits of this Article may be extended to mortgages other than first mortgages.

ARTICLE IX

DEFAULT; REMEDIES

9.1 Event of Default; Notice. If any Owner (either by said Owner's own conduct or by the conduct of an occupant of said Owner's Lot) shall violate any provision of this Declaration, the Bylaws or the rules and regulations of the Association, and if such default or violation shall continue for twenty (20) days after written notice to the Owner from the Association, or shall occur repeatedly during any ten (10) day period after such written notice, then such violation shall constitute an event of default ("Event of Default") and the Association shall have the power to issue to said defaulting Owner a notice in writing terminating the rights of said defaulting Owner to occupy, control, use and enjoy the Common Properties and to vote as a Member of the Association.

9.2 Remedies in the Event of Default. In an Event of Default, the Association or its successors and assigns, or its agent, shall have each and all of the rights and remedies which may be provided for in this Declaration or the laws of the State of Georgia, or which may be provided or permitted at law or in equity, and may prosecute an action or other proceedings against such defaulting Owner and/or others for enforcement of any lien and the appointment of a receiver for the Lot and ownership interest of such Owner or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or the right to take possession of the Lot and such Owner's interest in the Property, and to sell the same, as hereinafter in this Declaration provided, or for any combination of remedies, or for any other relief. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the maximum contract rate per annum permitted by law shall be charged to and assessed against such defaulting Owner until paid, and shall be added to and deemed part of said Owner's respective share of the Common Expenses, and the Association shall have a lien for all of the same, as well as for nonpayment of said Owner's respective share of the Common Expenses, upon the Lot and ownership interest in the Common Properties of such defaulting Owner and upon all of said Owner's additions and improvements

thereto; provided, however, that such lien shall be subordinate to the lien of any prior recorded first mortgage or security deed on the Lot or any portion thereof, or on any interest of such Owner, except for the amount of the proportionate share of said Common Expenses which became due and payable from and after the date on which the said mortgage owner or holder either takes possession of the Lot or interest encumbered by such mortgage or security deed, accepts a conveyance of any interest therein (other than as a security) or files suit or commences other proceedings to foreclose such mortgage or security deed and causes a receiver to be appointed. In the Event of Default by any Owner, the Board shall have the authority to correct such Default, and to do whatever may be necessary for such purpose and all expenses in connection therewith shall be charged to and assessed against such defaulting Owner, together with interest thereon at the rate aforesaid. Any and all such rights and remedies may be exercised at any time, cumulatively or otherwise, by the Association. This provision shall not be amended, modified or rescinded without the prior written consent of all lenders who are the holders or owners of a mortgage or security deed recorded prior to the date of such amendment, modification or rescission.

ARTICLE X

GENERAL PROVISIONS

10.01 Acceptance of Provisions. Each Owner, by the acceptance of a deed of conveyance to any of the Lots in the Subdivision accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens, and charges and the jurisdiction, rights and powers created or reserved by this Declaration, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations imposed hereby shall be deemed and taken to be covenants running with the land, shall bind any person having at any time any interest or stake in said land and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

10.02 Notices. Any notices required or permitted to be given under this Declaration unless otherwise specified shall be either personally hand delivered or sent registered or certified mail with return receipt requested, at the respective Lot address of the Owners or the Association or to such other address as an Owner or the Association may from time to time designate in writing to the Association. Any notice shall be deemed to have been given at the time it is hand delivered or it is placed in the mails with sufficient postage prepaid.

10.03 Amendments. This Declaration may be amended in accordance with the following procedures:

- (a) An Amendment to this Declaration may be considered at any annual or special meeting of the Association; provided, however that, if at an annual meeting, notice of consideration of the Amendment and a general description of the terms of such Amendment shall be included in the notice of the annual meeting provided for in Section 5.02, and if a special meeting, a similar notice shall be included in the notice of the special meeting provided for in Section 5.03. Notice of any meeting to

consider an Amendment shall also be sent to each Mortgagee listed upon the register of the Association.

- (b) At any such meeting, the Amendment must be approved by an affirmative two-thirds (2/3) vote of those Owners present and voting.
- (c) If an Amendment is approved as set forth in subsection (b) above and if such amendment requires the approval of a First Mortgagee, the Secretary shall mail a true copy of the Amendment to each First Mortgagee registered with the Association, informing such First Mortgagees that it shall have twenty (20) days from such notice within which to reply, in writing, to the Secretary of the Association and to indicate its approval or disapproval of such Amendment. Failure of a First Mortgagee to respond shall be deemed to be an approval of the amendment. Any amendment which requires the approval of a First Mortgagee must be approved by an affirmative majority vote of the First Mortgagees.
- (d) An Amendment adopted under subsection (c) above shall become effective upon its recording in the Office of the Clerk of the Superior Court of Catoosa County, Georgia, and the President and Secretary shall execute, acknowledge and record the Amendment and the Secretary shall certify on its face that it has been adopted in accordance with the provisions of this Section; provided, however that in the event of the disability or incapacity of either the Vice President shall be empowered to execute, acknowledge and record the Amendment. The certificate shall be conclusive evidence to any person who relies thereon in good faith, including, without limitation, any Mortgagee, prospective purchaser, tenant, lien holder or title insurance company that the Amendment was adopted in accordance with the provisions of this Section.
- (e) This certificate referred to in subsection (d) above shall be in substantially the following form:

CERTIFICATE

I, _____, do hereby certify that I am the Secretary of Wooten Road Stonebrooke Homeowners Association and that the within Amendment to the Declaration of Restrictive Covenants for the Stonebrooke Subdivision was duly adopted by the Owners of said Association in accordance with the provisions of Section 10.03 of said Declaration.

Witness my hand this _____ day of _____, 20 ____

Secretary

- (f) No Amendment shall be made affecting the Common Properties which is in any manner inconsistent with the permitted uses and purposes for such properties set out in Section 2.13.
- (g) No Amendment to this Declaration shall be made unless it conforms to any local, county, or state governmental planning and zoning laws and regulations.
- (h) No Amendment to this Declaration shall be made which shall adversely affect the rights of Mortgagees under Section 8.02.

10.04 Severability. The invalidity of any restriction hereby imposed, or any provision hereof, or of any part of any such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and all of the terms hereof are hereby declared to be severable.

10.05 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class residential subdivision community.

10.06 Conveyance of Interest in Common Properties. The undivided interest in the Common Properties shall not be separated from the Lot to which such interest appertains and shall be deemed conveyed or encumbered with the Lot even though such interest is not expressly mentioned or described in the deed of conveyance or other instrument.

10.07 Effective Date. This Declaration shall be effective upon recordation. These covenants shall be in effect of a period of twenty-five (25) years from the date hereof and shall automatically be renewed for a successive period of twenty-five (25) years unless canceled or amended by a two-thirds (2/3) majority vote or assent of the Lot Owners, evidenced in writing recorded in the Office of the Superior Court Clerk of Catoosa County, Georgia.

10.08 Headings. The headings of paragraphs and sections in this Declaration are for convenience or reference only and shall not in any way limit or define the content or substance of such paragraphs and sections.

10.09 Number and Gender. As used in this Declaration, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

10.10 Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule of property known as tile rule against perpetuities, then such provision shall continue in force and effect only until fifty (50) years after the date hereof.

10.11 Attorney Fees and Court Costs. In the event any Owner shall violate the restrictions, covenants or obligations herein, the Developer, the Association or other party seeking to enforce restrictions, covenants and obligations shall be entitled to recover, and said

violating party agrees to pay, damages or other dues for such violations, including but not limited to reasonable attorney's fees and court costs.

10.12 Developer Reserved Rights. Notwithstanding any other provisions herein to the contrary, Developer reserves unto itself, its successors and assigns, the following rights, privileges, and powers: to subdivide Lots, to combine Lots, to rearrange boundaries of Lots, to cause any part of any Lot to become a part of the Common Properties, or to cause portions of the Common Properties to become a part of any of the Lots bordering them. Further, Developer or the Board may grant variances of the restrictions set forth in this Declaration if such variances do not, in the sole discretion of Developer or the Board, as the case may be, adversely affect the purposes sought to be obtained by this Declaration.

10.13 Developer Enforcement. By reason of the rights of enforcement of the provisions of this Declaration being given to Owners (subject to rights of variances reserved by Developer and the Board), it shall not be incumbent upon Developer or the Board to enforce the provisions of this Declaration or to prosecute any violation thereof. Developer shall not be responsible or liable for any violation of this Declaration by any person other than itself.

10.14 Power of Attorney. Each Owner hereby unconditionally and irrevocably appoints the Association and/or Developer as its true and lawful attorney-in-fact, coupled with an interest, to execute any and all documents and take any and all actions necessary or desirable to fulfill the purposes and intentions of this Declaration.

[The remainder of this page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, Developer has set its hand and affixed its seal and caused this instrument to be adopted and executed as of the 28th day of May, 2013.

DECLARANT/DEVELOPER:

Signed, sealed and delivered
In the presence of:

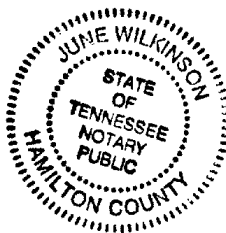
RBRO, LLC,
a Georgia limited liability company

[Signature]
Witness

By: [Signature]
Emerson E. Russell
Chief Manager

[Signature]
Notary Public

My Commission Expires: 8-17-2016



BK 1681PG0408

EXHIBIT "A"
TO
DECLARATION OF RESTRICTIVE COVENANTS
FOR
STONEBROOKE SUBDIVISION

(to be attached)

TRACT I

All that tract or parcel of land lying and being in Original Land Lot No. 41 in the 28th District and 3rd Section of Catoosa County, Georgia and being more particularly described as follows: Beginning at an iron pin located at the intersection of the westerly right of way line of Wooten Public Road (60 foot right of way) and the north original line of Land Lot No. 41 same being the south original line of Land Lot No. 32, said iron pin being located north 86 degrees 05 minutes 07 seconds west a distance of 490.22 feet westwardly along said north original line from the northeast corner of said Land Lot No. 41 same being the northeast corner of Land Lot No. 32; thence north 86 degrees 05 minutes 07 seconds west, along the south line of Calvin and Stapp properties, a distance of 511.36 feet to a point in the west right of way line of Quinn Road; thence north 86 degrees 05 minutes 07 seconds west with and along the north line of original land lot No. 41 a distance of 394.34 feet to an iron pin; thence south 02 degrees 59 minutes 08 seconds west, a distance of 1070.27 feet to an iron pin; thence south 02 degrees 51 minutes 31 seconds west, a distance of 189.12 feet to an iron pin; thence north 87 degrees 22 minutes 43 seconds east a distance of 105 feet to an iron pin in an offset in the Josephine Cleveland Property; thence south 03 degrees 34 minutes 58 seconds west, a distance of 194.79 feet to a point in the north right of way line of Haggard Public Road; thence in an eastwardly direction, with and along the north line of Haggard Public Road, the following courses and distances: north 75 degrees 35 minutes 19 seconds east, a distance of 125 feet; north 75 degrees 53 minutes 03 seconds east, a distance of 45 feet; north 76 degrees 56 minutes 52 seconds east, a distance of 50 feet; north 77 degrees 04 minutes 12 seconds east, a distance of 95 feet; north 75 degrees 41 minutes 55 seconds east, a distance of 45 feet; north 74 degrees 05 minutes 00 seconds east, a distance of 50 feet; north 70 degrees 43 minutes 24 seconds east, a distance of 45 feet; north 69 degrees 41 minutes 07 seconds east, a distance of 50 feet; north 68 degrees 50 minutes 43 seconds east, a distance of 225 feet; north 68 degrees 55 minutes 41 seconds east, a distance of 50 feet; north 71 degrees 26 minutes 53 seconds east, a distance of 50 feet; north 75 degrees 06 minutes 44 seconds east, a distance of 45.91 feet to an iron pin; thence north 24 degrees 06 minutes 05 seconds east a distance of 289.55 feet to an iron pin; thence north 72 degrees 06 minutes 30 seconds west, a distance of 441.41 feet to a point; thence north 35 degrees 43 minutes 28 seconds east, a distance of 291.82 feet to a point; thence south 71 degrees 01 minutes 43 seconds east, a distance of 435.16 feet to an iron pin; thence north 13 degrees 14 minutes 47 seconds east a distance of 64.95 feet to an iron pin; thence north 13 degrees 14 minutes 47 seconds east a distance of 132.21 feet to an iron pin; thence south 86 degrees 39 minutes 24 seconds east a distance of 80.90 feet to an iron pin located in the west right of way line of Wooten Road; thence along the western right of way line of Wooten Road, the following courses and distances: north 16 degrees 53 minutes 30 seconds west, a distance of 56.17 feet; north 19 degrees 34 minutes 06 seconds west, a distance of 40 feet; north 23 degrees 38 minutes 35 seconds west a distance of 25 feet; north 29 degrees 13 minutes 44 seconds west a distance of 30 feet; north 34 degrees 55 minutes 34 seconds west a distance of 25 feet; north 41 degrees 00 minutes 20 seconds west a distance of 45 feet; north 45 degrees 31 minutes 30 seconds west, a distance of 50 feet; north 47 degrees 03 minutes 27 seconds west, a distance of 130 feet; and north 46 degrees 41 minutes 27 seconds west a distance of 100 feet to an iron pin which is the point of beginning.

The above described property is a portion of the property designated as "33.27 acres" on a survey plat prepared by K.C. Campbell, Georgia Registered Surveyor dated July 20, 1994 which said plat is by reference incorporated herein.

TRACT II

All that tract or parcel of land lying and being in Original Land Lot No. 32 in the 28th District and 3rd Section of Catoosa County, Georgia and being more particularly described as follows: Beginning at an iron pin located in the north line of Original Land Lot No. 41 (the same being the south line of Original Land Lot No. 32), said iron pin being located north 86 degrees 05 minutes 07 seconds west with and along the north line of said Land Lot No. 41 a distance of 1001.58 from the northeast corner thereof; thence north 00 degrees 42 minutes 48 seconds east along the western side of Quinn Road a distance of 318.86 feet to an iron pin located on the southerly right of way line of Wooten Road; thence north 63 degrees 10 minutes 19 seconds west with and along the southern right of way line of Wooten Road a distance of 104 feet to an iron pin; thence south 09 degrees 00 minutes 00 seconds west, a distance of 186.40 feet to an iron pin; thence north 63 degrees 20 minutes 05 seconds west, a distance of 75 feet to an iron pin; thence south 09 degrees 00 minutes 00 seconds west a distance of 36.30 feet to an iron pin; thence north 73 degrees 33 minutes 43 seconds west a distance of 90.34 feet to an iron pin; thence north 68 degrees 48 minutes 15 seconds west a distance of 50 feet to an

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iron pin; thence north 10 degrees 52 minutes 10 seconds east, a distance of 150 feet to an iron pin; thence north 64 degrees 21 minutes 06 seconds west a distance of 30 feet to an iron pin; thence north 18 degrees 03 minutes 07 seconds east, a distance of 87.19 feet to an iron pin located on the southerly right of way line of Wooten Road; thence north 64 degrees 21 minutes 06 seconds west, along the southern right of way line of Wooten Road a distance of 7.21 feet to an iron pin; thence south 55 degrees 05 minutes 08 seconds west, a distance of 698.17 feet to an angle iron in the north original line of Land Lot No. 41; thence south 84 degrees 54 minutes 20 seconds east, along the north original line of Land Lot No. 41 a distance of 483.19 feet to the point of beginning.

The above described property is a portion of the property designated as "33.27 acres" on a survey plat prepared by K.C. Campbell, Georgia Registered Surveyor, dated July 20, 1994 which said plat is by reference incorporated herein.

There is also conveyed hereby an Easement 30 feet in width for the purpose of ingress and egress and for utilities, said Easement starting at Wooten Road and running in a southwardly direction, with and along Morris Homes west line, for a distance of 200 feet, said easement being recorded in Deed from Clay Brock to Morris Homes.

TRACT III

All that tract or parcel of land lying and being in Original Land Lot No. 41 in the 28th District and 3rd Section of Catoosa County, Georgia and being more particularly described as follows: Beginning at an iron pin located in the western right of way line of Wooten Public Road (50 foot right of way) said iron pin being located a distance of 181.85 feet northwardly with and along the western right of way line of Wooten Road from its intersection with the northwest right of way line of Graysville Public Road (50 foot right of way); thence north 16 degrees 22 minutes 26 seconds west with and along the western right of way line of Wooten Road a distance of 148.82 feet to a point; thence north 16 degrees 22 minutes 26 seconds west continuing along the western right of way line of Wooten Road a distance of 118.40 feet to an iron pin; thence north 86 degrees 39 minutes 24 seconds west a distance of 80.90 feet to an iron pin; thence south 13 degrees 14 minutes 47 seconds west a distance of 132.21 feet to an iron pin; thence south 13 degrees 14 minutes 47 seconds west a distance of 64.95 feet to an iron pin; thence south 71 degrees 01 minutes 43 seconds east with and along the north line of property now or formerly owned by New Liberty Baptist Church to an iron pin located in the western right of way line of Wooten Road which is the point of beginning.

The above described property is designated as "1.40 acres" on a survey plat prepared by K.C. Campbell, Georgia Registered Surveyor, dated July 20, 1994 which said plat is by reference incorporated herein.

TRACT IV

All that tract or parcel of land lying and being in Original Land Lot No. 41 in the 28th District and 3rd Section of Catoosa County, Georgia and being more particularly described as follows: Beginning at an iron pin located at the intersection of the northwest right of way line of Graysville Public Road (50 foot right of way) and the north right of way line of Haggard Public Road (40 foot right of way); thence north 54 degrees 21 minutes 16 seconds west a distance of 304.12 feet to an iron pin; thence south 24 degrees 06 minutes 05 seconds west a distance of 289.55 feet to an iron pin located in the north right of way line of Haggard Public Road; thence with and along the north right of way line of Haggard Public Road the following courses and distances: north 79 degrees 19 minutes 51 seconds east, a distance of 50 feet; north 82 degrees 47 minutes 30 seconds east, a distance of 45 feet; north 84 degrees 17 minutes 50 seconds east, a distance of 45 feet; north 82 degrees 10 minutes 52 seconds east, a distance of 50 feet; north 77 degrees 17 minutes 17 seconds east, a distance of 45 feet; north 72 degrees 02 minutes 36 seconds east, a distance of 50 feet; north 68 degrees 28 minutes 49 seconds east, a distance of 52.92 feet to the point of beginning.

The above described property is designated as "1.08 acres" on a survey plat prepared by K.C. Campbell, Georgia Registered Surveyor dated July 20, 1994 which said plat is by reference incorporated herein.

TRACT V

All that tract or parcel of land lying and being in Original Land Lot No. 41 in the 28th District and 3rd Section of Catoosa County, Georgia and being more particularly described as follows: To find the point of beginning commence at a point located at the intersection of the east right of way line of West Red Bud Lane (a public road with a 30 foot right of way) and the north right of way line of Haggard Road (a public road); thence in an eastwardly direction with and along the north right of way line of Haggard Road a distance of 600 feet to a point located in the southeast corner of Lot No. 12, Fannie N. Callaway Subdivision as shown by a plat of said subdivision of record in Plat Book 4, Page 55 in the Office of the Clerk of the Superior Court of Catoosa County, Georgia; thence north 01 degree 32 minutes 00 seconds east a distance of 420 feet to an iron pin located in the north right of way line of West Red Bud Lane and the point of beginning; thence north 01 degree 32 minutes 00 seconds east a distance of 234.87 feet to a point; thence south 88 degrees 56 minutes 14 seconds east a distance of 207.02 feet to a point located in the centerline of a 50 foot proposed road; thence south 01 degree 40 minutes 32 seconds west with and along the centerline of said proposed road a distance of 234.88 feet to an iron pin; thence north 88 degrees 56 minutes 14 seconds west a distance of 206.43 feet to the point of beginning.

The above described property is designated as "Lot 1" Varnell's Subdivision on a plat of said property prepared by C. Barton Crattie, Georgia Registered Land Surveyor dated May 28, 2004 which said plat is by reference incorporated herein.

Together with and subject to an easement 40 feet in width for ingress and egress as recorded in Deed Book 281, Page 891 in the Office of the Clerk of the Superior Court of Catoosa County, Georgia. Grantor and Grantee acknowledge and agree that said easement shall be abandoned at the time the proposed road noted on the above described plat is dedicated as a public road to the governing authority of Catoosa County, Georgia. Grantor herein reserves the right to use the above described easement for ingress and egress to adjoining property owned by Grantors until such time as the proposed road is dedicated as a public road.

Subject to a 30 foot front, 10 foot side (minimum 25 feet both left and right) and 25 foot rear building setback line as noted on the above referenced plat.

Subject to lot being 100 feet in width at the building setback line as noted on the above referenced plat.

TRACT VI

All that tract or parcel of land lying and being in Original Land Lot No. 41 in the 28th District and 3rd Section of Catoosa County, Georgia and being more particularly described as follows: To find the point of beginning commence at a point located at the intersection of the east right of way line of West Red Bud Lane (a public road with a 30 foot right of way) and the north right of way line of Haggard Road (a public road); thence in an eastwardly direction with and along the north right of way line of Haggard Road a distance of 600 feet to a point located in the southeast corner of Lot No. 12 Fannie Mae Callaway Subdivision, as shown by a plat of said subdivision of record in Plat Book 4, Page 55 in the Office of the Clerk of the Superior Court of Catoosa County, Georgia; thence north 01 degree 32 minutes 00 seconds east a distance of 420 feet to an iron pin located in the north right of way line of West Red Bud Lane; thence north 01 degree 32 minutes 00 seconds east a distance of 458.54 feet to the point of beginning; thence north 01 degree 32 minutes 00 seconds east a distance of 621.53 feet to an iron pin; thence south 86 degrees 13 minutes 38 seconds east a distance of 209.24 feet to an iron pin located in the centerline of said proposed 50 foot road; thence south 01 degree 40 minutes 32 seconds west with and along the centerline of said proposed road a distance of 614.33 feet to a point; thence north 88 degrees 11 minutes 52 seconds west a distance of 207.56 feet to the point of beginning.

The above described property is designated as "Lot 2" Varnell's Subdivision on a plat prepared by C. Barton Crattie, Georgia Registered Land Surveyor dated May 28, 2004 which said plat is by reference incorporated herein.

Subject to a 30 foot front, 10 foot side (minimum 25 feet total left and right) and 25 foot rear building setback line as noted on the above referenced plat.

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Subject to lot being 100 feet in width at the building setback line as noted on recorded plat.

Less and Except from the above described TRACT I, II, III, IV, V and VI all that property described in Warranty Deeds recorded in Deed Book 1161, Page 672 and in Deed Book 1278, Page 348 in the Office of the Clerk of the Superior Court of Catoosa County, Georgia.

Less and Except from the above described TRACT I, II, III, IV, V and VI all that property designated on the Final Plat of Willow Creek Estates recorded in Plat Book 20, Pages 87-88 in the Office of the Clerk of the Superior Court of Catoosa County, Georgia.

EXHIBIT "B"
TO
DECLARATION OF RESTRICTIVE COVENANTS
FOR
STONEBROOKE SUBDIVISION

Articles of Incorporation

(to be attached)

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

I, **Brian P. Kemp**, The Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

WOOTEN ROAD STONEBROOKE HOMEOWNERS ASSOCIATION, INC.
a Domestic Non-Profit Corporation

is hereby issued a CERTIFICATE OF INCORPORATION under the laws of the State of Georgia on **May 15, 2013** by the filing of all documents in the Office of the Secretary of State and by the paying of all fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on May 15, 2013



A handwritten signature in black ink, appearing to read 'B: P. Kemp'.

Brian P. Kemp
Secretary of State

Tracking #: 2idnLzrB



Brian P. Kemp
Secretary of State

OFFICE OF SECRETARY OF STATE
CORPORATIONS DIVISION
237 Coliseum Drive
Macon, Georgia 31217-3858
(404) 656-2817

Registered agent, officer, entity status information via the Internet
sos.georgia.gov/corporations

TRANSMITTAL INFORMATION
GEORGIA PROFIT OR NONPROFIT CORPORATIONS

IMPORTANT

Remember to include your e-mail address when completing this transmittal form.

Providing your e-mail address allows us to notify you via e-mail when we receive your filing and when we take action on your filing. Please enter your e-mail address on the line below. Thank you.

E-Mail: shell@ermc2.com

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM

1.

Corporate Name Reservation Number (If one has been obtained; if articles are being filed without prior reservation, leave this line blank)

Wooten Road Stonebrooke Homeowners Association, Inc.

Corporate Name (List exactly as it appears in articles)

2.

Stephanie Hall

423-899-2753

Name of person filing articles (certificate will be mailed to this person, at address below)

Telephone Number

6148 Lee Highway, Suite 300

Address

Chatanooga

TN

37421

City

State

Zip Code

3.

Mail the following items to the Secretary of State, at the above address:

- 1) This transmittal form
- 2) Original and one copy of the Articles of Incorporation
- 3) Filing fee of \$100.00 payable to Secretary of State. Filing fees are NON-refundable.

I certify that a Notice of Incorporation or Notice of Intent to Incorporate with a publication fee of \$40.00 has been or will be mailed or delivered to the official organ of the county where the initial registered office of the corporation is to be located. (List of legal organs is posted at web site; or, the Clerk of Superior Court can advise you of the official organ in a particular county.)

Stephanie Hall
Authorized signature of person filing documents

5/14/13

Date

Request certificates and obtain entity information via the Internet: sos.georgia.gov/corporations

ARTICLES OF INCORPORATIONOFWOOTEN ROAD STONEBROOKE HOMEOWNERS ASSOCIATION, INC.

1. Name. The name of the corporation is Wooten Road Stonebrooke Homeowners Association, Inc.
2. Registered Agent and Registered Office. The street address and county of the corporation's initial registered office is 40 Technology Pkwy South, #300, Norcross, Georgia 30092, in Gwinnett County, and in the initial registered agent at such address is Corporation Service Company.
3. Incorporator. The name and address of the incorporator are Stephanie Hall, 6148 Lee Highway, Suite 300, Chattanooga, Tennessee 37421.
4. Members. The corporation will have members. Every person or entity who is a record owner of a fee simple interest in any lot in the development located in Catoosa County, Georgia commonly known as "Stonebrooke Subdivision", pursuant to the Declaration of Restrictive Covenants for the Stonebrooke Subdivision and Bylaws for the Wooten Road Stonebrooke Subdivision Homeowners Association (the "Declaration") recorded in the register's office for Catoosa County, Georgia, shall be a member for so long as they shall continue to be a record owner. Persons or entities who hold an interest merely as security for the performance of an obligation are not members of the corporation. Membership shall be appurtenant to, and may not be separated from, ownership of any lot which is subject to assessment by the corporation.
5. Principal Office. The mailing address of the initial principal office of the corporation is 6148 Lee Highway, Suite 300, Chattanooga, Tennessee 37421.
6. Corporation Not for Profit. The corporation is organized pursuant to the provisions of the Georgia Nonprofit Corporation Code.
7. Purpose. The corporation is organized for the purpose of carrying on one or more exempt functions of an owners association for which a not for profit corporation may be organized under the Georgia Nonprofit Corporation Code, including without in any way limiting or restricting the generality of the foregoing, conducting, through a Board of Directors, business activities, which will include the management, maintenance, and care of the corporation's property as well as the preservation of Stonebrooke Subdivision.
8. Limitation of Liability. To the fullest extent permitted by the Georgia Nonprofit Corporation Code, as that Code may be amended from time to time, a director of the corporation shall not be personally liable to the corporation for monetary damages for breach of fiduciary duty as a director. If the Georgia Nonprofit Corporation Code is amended to authorize corporate action further eliminating or limiting the personal liability

of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Georgia Nonprofit Corporation Code, as amended from time to time. Any repeal or modification of this Section 8 shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification or with respect to events occurring prior to such time.

9. **Dissolution.** The corporation may be dissolved only if such dissolution is approved by an affirmative vote of members representing at least six-sevenths (6/7ths) of the total Lots (as defined in the Declaration). Prior to the date that Developer (as defined in the Declaration) no longer has the right to appoint the Board of Directors as set forth in the Declaration, the dissolution of the corporation shall require the written consent of Developer. Upon the dissolution of the corporation, other than incident to a merger or consolidation, the assets of the corporation shall be dedicated and conveyed to one or more appropriate public agencies on the express condition that such assets shall be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. In the event that such dedication is refused acceptance, such assets shall be conveyed to a nonprofit corporation, nonprofit association, nonprofit trust or other nonprofit organization on the express condition that such assets shall be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation.

10. **Other Provisions.**

- a. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its members, directors, officers or other private persons, except through the acquisition, construction, management, maintenance or care of the corporation's property or through the rebate of excess membership dues, fees or assessments. However, reasonable compensation may be paid for services rendered to or for the corporation effecting one or more of its purposes.
- b. Amendment of these Articles of Incorporation shall require the affirmative vote of members representing at least six-sevenths (6/7ths) of the total Lots. Prior to the date that Developer no longer has the right to appoint the Board of Directors as set forth in the Declaration, the amendment of these Articles of Incorporation shall require the written consent of Developer.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 14th day of May, 2013.

INCORPORATOR:

Stephanie Hall
Stephanie Hall

2013 MAY 15 PM 5:17
CORPORATIONS DIVISION

EXHIBIT "C"
TO
DECLARATION OF RESTRICTIVE COVENANTS
FOR
STONEBROOKE SUBDIVISION

Bylaws

(to be attached)

BYLAWS
FOR
WOOTEN ROAD STONEBROOKE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME

The following provisions shall constitute the Bylaws (the "Bylaws") of WOOTEN ROAD STONEBROOKE HOMEOWNERS ASSOCIATION, INC., a Georgia non-profit corporation (the "Association"), which shall, along with the provisions of the Articles of Incorporation (the "Articles"), the Declaration of Restrictive Covenants for the Stonebrooke Subdivision and Bylaws for the Wooten Road Stonebrooke Subdivision Homeowners Association, as such may be amended from time to time (the "Declaration"), and the rules and regulations adopted by the board of directors of the Association (the "Board"), govern the administration of the Stonebrooke Subdivision ("Subdivision") and the real and personal property in the Subdivision owned by the Association (the "Common Properties"). Capitalized terms used in these Bylaws (unless otherwise defined herein) shall have the same meanings as such terms are defined in the Declaration.

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association shall be located at 6148 Lee Highway, Suite 300, Chattanooga, Tennessee 37421, or at such other place either within or without the State of Georgia, as shall be lawfully designated by the Association, or as the affairs of the Association may require from time to time.

ARTICLE III

PURPOSE

The purposes of the Association shall be to provide for the establishment of an owners' association for the government of the Subdivision in the manner provided by the Articles, the Declaration and these Bylaws. The aims of the Association are to be carried out through any and all lawful activities, including others not specifically stated in the Articles, the Declaration, or these Bylaws but incidental to the stated aims and purposes; provided that any such activity or contribution shall conform to any applicable restrictions or limitations set forth in the Articles or which are imposed on real estate homeowners' associations by the Internal Revenue Code of 1986, as amended, and the regulations thereunder, as presently enacted or as they may hereafter be amended or supplemented. All present or future owners or tenants, or their employees, or any other person who might use the facilities in the Subdivision in any manner, shall be subject to the covenants, provisions or regulations contained in the Declaration and these Bylaws, as amended, and shall be subject to any restriction, condition or regulation hereafter adopted by the Association.

ARTICLE IV
ASSOCIATION

4.1 Membership. Every person or entity who is a record Owner of a fee simple interest in any Lot which is subject to the Declaration shall be a Member of the Association, provided that any such person or entity who holds such title or interest merely as a security for the performance of an obligation shall not be a Member of the Association. Membership shall automatically be transferred to the new Owner upon the conveyance of any Lot and recording of the deed of conveyance in the Office of the Clerk of the Superior Court of Catoosa County, Georgia, in addition to payment of any Association initiation fees, assessments, or dues. Membership shall be appurtenant to ownership of any Lot which is subject to assessment.

4.2 Voting Rights. The voting rights for Owners of Lots shall be as set forth herein for the Association. The Association shall have one class of voting membership as follows: Lot Owners shall have full voting privileges at the Annual Association meeting concerning all Common Properties, improvements, changes to the Declaration, changes of the Board of Directors, President, Vice President, Secretary, and Treasurer of the Association, and any interest concerning the Association.

Occupants who are not Lot Owners shall have no vote or voice in the affairs of the Association. In no event shall more than one vote be cast with respect to any Lot. Any Owner who owns multiple Lots shall have one (1) vote for each Lot owned. When an Owner signs a proxy, such vote shall be counted when such proxy is contained in a written instrument delivered to the Secretary of the Association before the vote is counted. A Lot Owner who is delinquent in the payment of assessments or dues shall not have the right to vote or voice in the affairs of the Association so long as such delinquency continues.

Notwithstanding anything contained in the Declaration or these Bylaws to the contrary, Developer shall have three (3) votes for each Lot owned by Developer.

ARTICLE V
THE BOARD OF DIRECTORS

5.1 Board of Directors. The administration of the Subdivision on behalf of the Association shall be conducted by the Board which shall consist of five (5) natural persons of legal age, each of whom, except as set forth in Section 4.2, shall be a Member in good standing of the Association, and will maintain such representation during membership on the Board.

5.2 Initial Board of Directors.

(a) Developer shall act as the Board during the first twenty-four (24) months following the date of the Declaration or until all Lots in the Subdivision have been sold by Developer, whichever occurs last. Developer shall have all powers and authority to act which are granted to the Board of Directors in the Declaration and these Bylaws for such period of time. However, notwithstanding any provision herein or in the Declaration to the contrary, Developer shall have the right to terminate its obligations with respect to the initial Board at any time prior to the sale of all of the Lots upon giving written notice of its intent to do so to all Owners and upon the election of the first Board and Officers as provided in these Bylaws. Notwithstanding any provision of the Declaration or these Bylaws to the contrary, as long as

Developer has the right to appoint the Board, Developer shall have the absolute power and right to amend, change, or alter the provisions of the Declaration and these Bylaws.

(b) Notwithstanding anything herein to the contrary, prior to the recording of the turnover notice or in connection therewith, Developer may execute and record in the Office of the Clerk of the Superior Court of Catoosa County, Georgia a document stating that Developer reserves unto itself, its successors or assigns, some or all approval or consent rights given to the Board or otherwise required in the Declaration, including, but not limited to, all approval and consent rights specified in the Declaration, and further stating that said reservation, notice of which is thus provided, shall survive the election of the Board to succeed Developer. Thereafter, Developer may continue to exercise the rights reserved to it until such time as it has sold all of the Lots in the Subdivision. Upon the sale of all of the Lots in the Subdivision or at such time as Developer determines to relinquish the rights it has reserved to itself, Developer shall execute and record in the Office of the Clerk of the Superior Court of Catoosa County, Georgia a document assigning those rights to the Board.

5.3 Election. At each annual meeting, subject to the provisions of this Article V, the Members of the Association shall elect those members of the Board, President, Vice President, Secretary and Treasurer as required under this Section 5.3 and Section 5.4 who shall serve the terms set out under this Section 5.3 and Section 5.4; provided, however, the members of the Board elected to succeed prior elected officers shall be elected at a special meeting of the Association duly and specifically called for that purpose by the Board, and the Board elected at that special meeting shall serve until the first annual meeting of the Association held thereafter. Members of the Board may also serve as the officers of the Association.

Any Member may nominate individuals for the Board and each member of the Board shall be elected by majority vote of the Members of the Association present in person or by proxy at such meeting. Nominations for a position on the Board shall be made from the floor at the meeting or by petition filed with the Secretary of the Association at least seven (7) days prior to the annual meeting of the Association at which the Board is to be elected which petition must be signed by three (3) or more Members and by the nominee named therein indicating such individual's willingness to serve as a member of the Board, if elected.

5.4 Term. Members of the Board shall serve for a term of one (1) year. The members of the Board, President, Vice President, Secretary, and Treasurer shall serve until their respective successors are duly elected and qualified, or until their death, resignation or removal. The President, Vice President, Secretary and Treasurer shall serve for a term of one (1) year. All members of the Board must be a Member of the Association in good standing, and the President and Vice President must also be members of the Board. The requirements of this Section 5.4 shall not apply as long as Developer has the right to appoint the Board of Directors.

5.5 Resignation and Removal. Any member of the Board, President, Vice President, Secretary, and Treasurer may resign at any time by giving written notice to the President, or to the Vice President should the resigning member be the President. Any member of the Board may be removed from elected office by a two thirds (2/3) affirmative vote of the Association except that a vacancy on the Board shall be deemed to exist in the event of the death or disability of a member which, in the opinion of the majority of the Board, renders such member incapable of performing his elected duties, or in the event a member shall cease to be a Member of the Association. Whenever there shall occur a vacancy on the Board for any reason, the remaining Board members shall elect a successor member to serve until the next annual meeting of the Association or a special meeting is called for filling vacancies at which time said vacancy shall be filled by the Association for the unexpired term.

5.6 Compensation. The members of the Board and elected officers shall receive no compensation for their services unless expressly provided for by the Association but shall be reimbursed for reasonable expenses incurred by them in the performance of their duties.

5.7 Powers and Authority of the Board. The Board and elected officers, for the benefit of the Subdivision and the Association, may enforce the provisions of the Declaration, these Bylaws, and rules and regulations governing the Subdivision promulgated pursuant to the Declaration and the use of the Common Properties. Subject to any provision herein, the Board and elected officers shall have the power and authority to acquire and pay for the following, which shall be deemed Common Expenses of the Association:

(a) Water, sewer, electrical, lighting, and other necessary utilities for the Common Properties.

(b) Legal and accounting services necessary or advisable in the operation of the Common Properties and the enforcement of the Declaration, these Bylaws, and any rules and regulations made pursuant to the Declaration.

(c) Painting, maintenance, repair, replacement and landscaping of the Common Properties. The Board shall also have the right from time to time to acquire and dispose of, by sale or otherwise, and without the necessity of approval of any Owner, furnishings and equipment and other personal property for the Common Properties and to provide maintenance, repair and replacement thereof, which shall include but not be limited to the maintenance of the common fencing, gates, common signage, lighting, shrubs, grass, roads, sidewalks, drainage and detention areas.

(d) Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments that the Board is required to secure or pay for pursuant to the terms of the Declaration, these Bylaws or any rules or regulations promulgated pursuant to the Declaration or which, in its opinion, shall be necessary or advisable for the operation of the Common Properties and the Subdivision or for the enforcement of the Declaration, these Bylaws, or any rules and regulations promulgated pursuant to the Declaration.

The Developer or the Board shall have the exclusive right to contract for all goods, services, including security and insurance, payment for which is to be made from Common Expenses. The Board will be accountable for all money spent and will provide account for all money spent upon request of any Owner in good standing.

(e) The Developer or the Board must approve all sales to assure no Lot or home is sold for greater than ten percent (10%) under appraised value. In the event any Lot or home is marketed for sale in an amount greater than ten percent (10%) under appraised value, Developer or the Board has the right to buy the Lot or home at the marketed price and resell the same at market value to assure values are maintained. If the Board buys the Lot or home, all net profits, when the Board sells it, shall become funds of the Association. The Developer and/or the Board has/have the right to deny the sale without buying said property.

5.8 Additional Powers of the Board. The Board shall have the right to acquire, operate, lease, manage, trade and otherwise deal with the Common Properties as may be necessary or convenient in the operation and management of the Common Properties, and in accomplishing the purposes set forth in the Declaration.

5.9 Meetings of the Board. Meetings of the Board shall be held at such places within the State of Georgia as the Board shall determine at least once per quarter. An annual meeting shall be held on the first Monday in January of each year, or at any other time (but not more than thirty (30) days before or after such date) so designated by the Board. Three (3) members of the Board (one of which must be the President or Vice President) shall constitute a quorum, and if a

quorum is present, the decision of a majority of those present shall be the act of the Board. The President or Vice President of the Association shall chair meetings of the Board and the minutes shall be recorded by the Secretary of the Association (or an appointee of the Board). Any action require to be or which may be taken by the Board may be taken without a meeting of the Board pursuant to a written consent, setting forth the action so taken, signed by all members of the Board.

5.10 Special Meetings. Special meetings of the Board may be called by the President of the Association or by any two Board members.

5.11 Notice of Meetings. Regular meetings of the Board may be held without call or notice. The person or persons calling a special meeting of the Board shall, at least ten (10) days before the meeting, give notice thereof by any usual means of communication to all members of the Board. Such notice need not specify the purpose for which the meeting is called. If an agenda is prepared for such a meeting, the meeting need not be restricted to discussions of those items listed on the agenda.

5.12 Waiver of Notice. Any members of the Board may, at any time, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance of any member of the Board at any meeting thereof shall constitute a waiver of notice of such meeting unless a Board member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called and does so object by delivering a written document to that effect.

5.13 Fiscal Year. The Board shall determine the fiscal year.

5.14 Special Committees. The President shall appoint special committees. The Board shall have rights to call for the formation of committees by motion of two (2) Board members.

5.15 Rules and Regulations. The Board shall have the power and right to adopt and amend rules and regulations for the purpose of governing details of the operation and use of the Common Properties and setting forth restrictions on, and requirements respecting the use and maintenance of a Lot and Common Properties. Copies of the rules and regulations shall be furnished to each Owner prior to the time the same shall become effective.

5.16 Limitation on Capital Additions. Except as permitted in the Declaration, the Board shall authorize no structural alterations, capital additions to, or capital improvements of the Common Properties, any of which require an expenditure in excess of One Thousand and 00/100 Dollars (\$1,000.00) (starting with the fiscal year that begins in 2014 and for each fiscal year thereafter, such amount shall be increased three percent (3%) each fiscal year) without approval of the majority vote of the Association; provided, however, that the Board shall have the power to make any such structural alterations, capital additional to, or capital improvements of, the Common Properties as are necessary, in the Board's reasonable judgment, to preserve or maintain the integrity thereof without obtaining such approval, if in the opinion of the Board an emergency exists which should be corrected before a meeting of the Association could be reasonably called and held. Nothing contained herein shall limit the right of the Board to make expenditures for the necessary and reasonable repair and maintenance of the roads and streets in the Subdivision.

5.17 Non-Waiver. The failure of the Board or its agents to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions in the Declaration, or these Bylaws or with the rules and regulations promulgated pursuant thereto or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future, of such terms, covenants,

conditions or restrictions, rights, options or notices, but such terms, covenants, conditions, restrictions, rights, options or notices shall remain in full force and effect.

ARTICLE VI

THE ASSOCIATION; MEETINGS, OFFICERS

6.1 Quorum. The presence in person or by proxy at any meeting of the Association of four-sevenths (4/7ths) of the Owners subject to assessment (Developer's Lots not being subject to assessment) in response to notice to all Owners properly given in accordance with these Bylaws shall constitute a quorum. Unless otherwise expressly provided in the Declaration, any action may be taken at any meeting of the Association at which a quorum is present upon the affirmative vote of majority of Owners which are represented at such meeting. Proxy vote representation shall be recognized and counted, should members not submit a proxy then a vote "For" the recommendation of the Board will be assumed.

6.2 Annual Meeting. There shall be an annual meeting of the Association on the first Monday of January at 6:00 p.m. of each year at the Subdivision or at any place or time (but not more than thirty (30) days before or after such date) so designated by the Board. The Secretary shall present a review of the expenses for the prior year and a budget for the coming year or any pertinent actions passed by the Board or a majority of Members in good standing.

6.3 Special Meeting. Special meetings of the Association may be held at any time and at any reasonable place to consider matters that require the approval of all or some of the Owners, or for any other reasonable purpose. Special meetings shall be called by a majority of the Board, or at least by one-third (1/3) of the Owners by written notice, delivered to all Owners not less than fifteen (15) days prior to the date fixed for said meeting. The notice shall contain all matters to be considered.

6.4 Parliamentary Rules. Robert's Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration, these Bylaws or other such rules adopted by the Board.

6.5 Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer and any other officers appointed by the Board. Each officer must be a Member in good standing. The President and the Vice President must be members of the Board. No officer shall receive compensation for serving as such. The officers shall be elected by majority vote of the Board and may be removed or replaced by same. The Board may, in its discretion, require that officers be subject to fidelity bond coverage.

(a) President. The President shall preside at all meetings of the Association and the Board, and may exercise the powers ordinarily allocable to the presiding officer of an association, including the appointment of committees, and such other powers and authority granted to the President by the Board. The President shall be authorized to provide payment for the Association expenses not to exceed Five Hundred and 00/100 Dollars (\$500) or such higher or lower amount approved by the Board.

(b) Vice President. In the absence or inability of the President, the Vice President shall perform the functions of the President.

(c) Secretary. The Secretary shall keep the minutes of all proceedings of the Board and the Association and shall keep such books and records as may be necessary for the records of the Association and the Board,

including the minute book wherein the resolutions shall be recorded. The Secretary shall have such other powers and authority granted by the Board

(d) Treasurer. The Treasurer shall be responsible for the fiscal affairs of the Board and the Association. The Treasurer shall have such other powers and authority granted by the Board.

6.6 Bylaws. In the event of any discrepancies between the terms of the Declaration and these Bylaws with regard to the governance of the Association, the Declaration shall control.

ARTICLE VII

LIABILITY AND INDEMNIFICATION

7.1 Liability of Members of the Board and Officers. The members of the Board, the officers and any agents and employees of the Association shall: (i) not be liable to the Members or the Association as a result of their activities as such for any mistake of judgment, or otherwise, except for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (ii) have no personal liability to a Member or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Members in their capacity as such; (iii) have no personal liability in tort to a Member or any other person or entity direct or imputed by virtue of acts performed by them as Board members and/or officers except for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; and (iv) have no personal liability arising out of the use, misuse or condition of the Subdivision, or which might in any other way be assessed against or imputed to them as a result or by virtue of their capacity as such Board members and/or officers.

7.2 Indemnification by Association. To the extent now or hereafter permitted by applicable law, the Association shall indemnify and hold harmless any person, his/her heirs and personal representatives, from and against any and all personal liability, and all expenses, including without limitation fees and court costs, incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative instituted by any one or more Members or any other persons or entities, to which he/she shall be or shall be threatened to be made a party by reason of the fact that he/she is or was a member of the Board or an officer or agent or employee of the Association; provided, in the case of any settlement, that the Board shall have approved the settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or by vote of the Association or the Board, or otherwise. The indemnification by the Association set forth in this Article VII shall be paid by the Board on behalf of the Association and shall constitute a Common Expense.

ARTICLE VIII

GENERAL PROVISIONS

8.1 Businesses. Nothing contained in these Bylaws shall be construed to give the Board the authority to conduct any business for profit on behalf of the Association or any Member.

8.2 Amendment. These Bylaws may be amended, modified, or revoked in any respect from time to time by Developer prior to the date that Developer no longer has the right to appoint the Board in accordance with Section 4.02 of the Declaration, and there thereafter by an affirmative vote of a majority of those Members of the Association (i) so long as Developer still has the right to appoint the Board pursuant to Section 4.02 of the Declaration, Developer must consent

in writing to any amendment and (ii) who are present or represented at a meeting duly called for that purpose; provided, however, that the contents of these Bylaws shall always contain those particulars which are required to be contained herein by the laws of the State of Georgia. At any such meeting, Developer shall have the number of votes as provided in Section 4.2 of these Bylaws. Notwithstanding the foregoing, any amendment shall not be required to be recorded with the recorder's office of Catoosa County but must be kept on file with Developer or the Secretary and available to all Members upon written request.

8.3 Notices. Any notice required to be sent to any Member under the provisions of these Bylaws shall be deemed to have been properly sent, and notice thereby given, when mailed, post pre-paid, to the last known address of the Member on the records of the Association at the time of such mailing. Notice to one of two or more co-owners of a Lot shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary in writing of any change of address. Any notice required to be sent to the Board, the Association or any officer thereof under the provisions of these Bylaws shall likewise be deemed to have been properly sent, and notice thereby given, when mailed, post pre-paid, to such entity or person at the principal office of the Association as set forth in Article II.

8.4 Conflict. In the event of any conflict between these Bylaws and the provisions of the Articles, the Articles shall control and govern. In case of any conflict between the Declaration and these Bylaws, the Declaration shall control and govern.

8.5 Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provision contained in the Declaration or these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

8.6 Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and these Bylaws shall be deemed to be binding on all Members, their heirs, successors and assigns.

8.7 Severability. The invalidity of any covenant, restriction, condition, limitation or any other provisions of these Bylaws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these Bylaws.

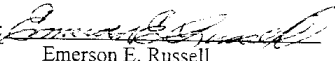
8.8 Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles and these Bylaws shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable costs.

ADOPTION OF BYLAWS

The undersigned as Developer of the Subdivision hereby adopts the foregoing Bylaws of the Association, this 15th day of May, 2013.

DEVELOPER:

RBRO, LLC

By: 
Emerson E. Russell
Chief Manager

BK 1681 PG 0428

2

CATOOSA COUNTY, GEORGIA
Filed and recorded in this office

Filed June 6, 2013 at 9 ^{AM} _{PM}
Recorded in Deed Book 1681 Page 428
TRACY BROWN, Clerk

After recording return to:
~~PERSON PATTERSON, LLP
ATTN: RECORDING DEPT.
13750 OMEGA ROAD
DALLAS, TX 75244-4505~~

Land Records of Texas
1525 W. Walnut Hill Lane, Suite 300
Irving, Texas 75038
Attention: Recording

[Space Above This Line For Recording Data]

Loan No.: 4500072191

GEORGIA ASSIGNMENT OF SECURITY DEED

For Value Received, the undersigned holder of a Security Deed (herein "Assignor") has this day transferred, sold, assigned, conveyed and set over to **JPMorgan Chase Bank, National Association**, (herein "Assignee"), whose address is **700 KANSAS LANE, MC 8000, MONROE, LA 71203**, as Assignee, its successors, representative and assigns, all its rights, title and interest in and to a certain Security Deed (or Deed to Secure Debt) executed by **H. DENISE SCHOOCRAFT, FORMERLY H. DENISE MCKENNEY** to **FIRST HORIZON HOME LOAN CORPORATION D/B/A FIRST TENNESSEE HOME LOANS**, dated **May 22, 2002** and recorded on **June 3, 2002**.

Property Address: **564 FOSTER DRIVE, RINGGOLD, GA 30736**

such Security Deed having been given to secure payment of **Ninety Thousand and 00/100ths (\$90,000.00)** which Security Deed is of record in Book, Volume or Liber No. **0897**, at Page **0222** (or as No. **N/A**) in the Office of the Superior County Clerk for **CATOOSA** County, State of Georgia, and all rights accrued or to accrue under such Security Deed.

Georgia Assignment of Security Deed
JP Morgan Chase Bank N.A.

Page 1 of 2

L73108GA 01/12 Rev. 05/12



IN WITNESS WHEREOF, the undersigned Assignor has hereunto set its hand and seal this 28th day of February, 2013.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Tina Richard
Unofficial Witness Tina Richard

Assignor:
METLIFE BANK, NATIONAL
ASSOCIATION, ALSO KNOWN AS
METLIFE HOME LOANS, A DIVISION OF
METLIFE BANK, N.A. BY ITS ATTORNEY-
IN-FACT JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION

Yolanda A. Diaz
(Printed Name)

Yolanda A. Diaz
Notary Public
My Commission Expires: Lifetime

By: [Signature]
Kellen McWilliams

Ouachita
County

Its: Vice President

Louisiana
State

