



## NOTICE REGARDING COVENANTS AND/OR RESTRICTIONS

The following Covenants and/or Restrictions are added as a courtesy only and are NOT WARRANTED by the property owner, their broker or agent as to completeness, accuracy, currency, or enforceability. Any interested buyer prospect is urged as part of their due diligence to contact the relevant Community Association or developer to determine for themselves what covenants and/or restrictions currently apply, how long they may remain in force, and if any changes or amendments may be currently under consideration. Additionally, or alternatively, one may wish to consider hiring an attorney to conduct this search for them and provide advice as needed.

PICKENS COUNTY FILED FOR RECORD ON  
THE 27<sup>th</sup> DAY OF April 2000  
4:00 P.M. RECORDED THIS 27<sup>th</sup> DAY  
April 2000 BOOK NO. 316 PAGE 182-193  
JOYCE CANTRELL CSC

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Post Office Box 695  
Jasper, GA 30143  
706-692-2022

# The Meadowlands

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MEADOWLANDS SUBDIVISION

THIS DECLARATION is made this 26<sup>th</sup> day of April, 2000 by Woodbourne Estates Atlanta, Inc. (hereinafter called the "Developer");

### WITNESSETH

WHEREAS, Developer owns all of the property known as Meadowlands Subdivision as shown on that certain plat of survey recorded in Plat Book 11, at pages 37 through 45, Pickens County, Georgia Records and Lots 1 through      of the Meadowlands Subdivision, Phase I (The "Subject Property"); and

WHEREAS, Developer desires to provide for the benefit of all of the residents of those portions of the Subject Property, Common Areas (as hereinafter defined); and

WHEREAS, Developer deems it desirable to create the Association (as hereinafter defined) to own, maintain and administer the Common Areas in accordance with the Covenants and Restrictions as hereinafter provided and to insure the enjoyment of such Common Areas by such residents; and

WHEREAS, Developer intends that every Owner (as hereinafter defined) of a Residential Unit (as hereinafter defined) which is made subject to this Declaration does automatically and by reason of such ownership, and by reason of this Declaration, become a member of the Association and subject to its valid rules and regulations and subject to the assessment by the Association pursuant hereto;

NOW THEREFORE, the Developer declares that the properties which are made subject to this Declaration pursuant to Article 2 hereof are and shall be held transferred, sold, conveyed and occupied subject to the Covenants and Restrictions hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such property. Such Covenants and Restrictions are and shall be binding on all parties having and acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each Owner thereof.

### ARTICLE I

*Definitions.* The following terms when used in this Declaration of Covenants (unless the Context shall clearly indicate to the contrary, shall have the following meaning:

(A) "Association" shall mean and refer to Meadowlands Homeowners Association, Inc., a nonprofit corporation organized and existing on the laws of the State of Georgia.

(B) "Common Areas" shall mean and include all roads, easements and right-of-ways depicted or described on the afore-referenced plat and the security gate and entrance area to the subject property, together with that area adjacent to the larger lake as designated on the afore

referenced plat.

(C) "Covenants and Restrictions" shall mean and refer to all covenants, restrictions, easements and charges and liens set forth in this Declaration.

(D) "Developer" shall mean Woodbourne Estates Atlanta, Inc.

(E) "Development Documents" shall mean and refer to the Articles of Incorporation and By-Laws of the Association.

(F) "Manager" shall mean and refer to any person with whom the Association contracts for the administration and operation of the Common Areas.

(G) "Mortgage" shall mean and refer to any security instrument by means of which title to the Common Areas is conveyed or encumbered to secure a debt, including, without limiting the generality of the foregoing, security deeds, deeds to secure debt, mortgages and deeds of trust.

(H) "Owner" shall mean and refer to any Person or Persons (as hereinafter defined) who is or shall be a record owner by purchase, transfer, assignment of foreclosure, of a fee or undivided fee interest in a Residential Unit (as hereinafter defined) in a portion of the Restricted Property (as hereinafter defined); provided, however, that any Person who holds such interest merely as security for the performance of an obligation shall not be an Owner.

(I) "Person" shall mean and refer to any natural person, corporation partnership, limited partnership, joint venture association or any other such entity.

(J) "Restricted Property" shall mean and refer to all real property as set forth in Article 2 of this Declaration and any additional real property added to the jurisdiction of the Association pursuant to Article 2, of this Declaration.

(K) "Residential Units" shall mean and refer to each single family detached house and/or each single lot of subdivided property intended for a single family detached house or any other equivalent form of residential building as depicted in the certain plat of survey recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_\_ of the Pickens County, Georgia Records.

(L) "Board" shall refer to the Developer while Class B stock exists and the governing board of the Association once the Class B stock no longer exists.

## ARTICLE \_\_\_\_\_

### Property Subject to Declaration and Effect Thereof

#### *Section 1. Property Hereby Subjected to This Declaration.*

This Declaration is hereby imposed upon the following described real property and the Developer hereby subjects the following described property to this Declaration, which shall hereafter be held, transferred, sold, conveyed, used, leased, occupied and mortgaged or otherwise encumbered subject to this Declaration:

ALL THAT TRACT or parcel of land lying and being in Lots 192; 203, 204 and 205 of the 12th District and 2nd Section of Pickens County, Georgia further described and depicted in that certain plat of survey made by \_\_\_\_\_, dated \_\_\_\_\_, recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Pickens County, Georgia Records.

#### *Section 2. All Restricted Property Bears the Burden, and Enjoys the Benefits, of This Declaration.*

Every person who is or shall be a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in any portion of the Restricted Property or later added Restricted Property does agree and shall be deemed by reason of taking such record title to agree to all of the terms and provisions of this Declaration.

#### *Section 3. The following protective covenants shall be declared as to all lots within the above-described property.*

(A) *Land Use and Building Type.* No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to be placed on any Lot other than one detached single-family dwelling unit not to exceed three (3) stories in height.

(B) *Architectural Control.*

(1) *Purpose.* The primary purpose of the architectural controls set forth herein is to protect and preserve property values in the subject property by maintaining architectural and aesthetic harmony and compatibility among the lots and the structures and improvements on the lots in the subdivision. The architectural standards may be designed and applied to reflect that lots within the subdivision and the dwellings constructed or to be constructed upon them are of varying sizes, values, topographies, and locations, and that improvements and modifications suitable for one lot may be inappropriate for another lot. Therefore, the Architectural Committee (as described below) is authorized to adopt as appropriate, varying standards, sizes, values and layouts of lots and improvements located thereon within the subdivision.

(2) *Architectural Committee.* The board shall have the authority to direct the Architectural Committee ("AC") and to appoint, remove, and replace members of the AC at will. Subject to the Board's right to establish or approve policies, regulations and /or guidelines and to review appeals hereunder, the AC shall have exclusive jurisdiction over:

(a) all original construction of all dwellings, outbuildings, decks and other structures and improvements (both above and below grade), and related clearing and grading on any lot or portion of the Common Properties;

(b) all other exterior and visible modifications, additions, or alterations on lots or portions of the Common Properties, including those made on or to existing structures on lots; and

(c) all maintenance, repair or replacement of exterior portions of dwellings or other improvements on lots or the Common Properties, including but not limited to repainting in original colors or replacement of exterior building materials, to ensure that such materials, color and/or design continue to be in conformity with the standards set forth in this Declaration and the guidelines of the AC. Repainting of existing dwellings in exterior colors previously approved shall be permitted.

(3) *Architectural.* In an effort to protect the total community, no property owner, occupant, or any other person may commence, make, or maintain any exterior alteration, improvement, or construction to a lot or the Common Properties, without first obtaining the written approval of the AC. Exterior alteration, improvement or construction shall include, but not be limited to, exterior painting, replacement of damaged or destroyed exterior building materials, installation of lighting (except for reasonable seasonal decorations), paving, clearing or grading, the construction of a dwelling and other improvements.

In considering the request for approval of such improvements, the AC may, in addition to the other factors set forth in this Article, consider any factor it deems necessary, including but not limited to aesthetic considerations, material to be used, harmony with the external design of existing buildings, lots, and structures within any geographic locale in the subdivision deemed appropriate by the AC, the location in relation to surrounding lots and structures, and the surrounding topography. The AC may, subject to board approval, publish standards and guidelines governing all such alterations, improvements and construction.

(4) *Application for AC Approval.* Applications to engage in or conduct any activity for which approval of the AC is required shall be in writing and shall provide such information as the AC may reasonably require. The type of information required by the AC may include without limitation complete copies of any governmental permits applicable and final plans and specifications showing the nature, kind, shape, height, materials, basic exterior finishes, colors, and location of improvements, site plans (including a registered surveyor's plat showing topographical zones) and floor plans thereof, and detailed drawings showing front, side, and rear elevations thereof. The AC shall be the sole arbiter of such application, including aesthetic considerations.

(5) *Approval or Disapproval.* The AC or its designated representative shall approve or disapprove an application within Forty-Five (45) days after the application and all information as the AC may reasonably require have been submitted in full. However, even if the requirements of this Section are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Declaration, the By-Laws, or the rules and regulations of the subdivision.

(6) *Conditional Approval or Disapproval of Application by AC.* The AC may approve or disapprove any application to the AC either (1) outright or (2) subject to such conditions (restrictive or affirmative) as the AC may determine will enhance, preserve, and protect the Subdivision property values, be consistent with the spirit and integrity of these architectural controls, and minimize disturbances from such approved construction. Such conditions of approval and restrictions on approval shall run with the land and be binding upon successor Property Owners. Property Owners and contract purchasers may, upon at least five (5) days written request, review any letters of approval and/or plans and specifications for approved improvements

maintained in the AC's records.

(7) *Appeal.* If the AC or its designated representative disapproves any application or part thereof for the construction of an original dwelling on a lot, the property owner shall have the right to appeal the AC's decision to the Board. The Board shall rule on the appeal within forty-five (45) days of receiving written notice requesting an appeal from the property owner. In ruling on the appeal, the Board shall consider all relevant materials presented to it by either the property owner or the AC, including the decision of the AC and the application of the property owner to the AC. The Board shall have the final authority to approve, disapprove, or conditionally approve the application of the property owner. If the Board does not receive written notice by certified mail requesting an appeal within forty-five (45) days from the date of the AC's notice to the property owner of its decision, the decision of the AC shall become final and all rights of appeal shall terminate and thereafter be void.

(8) *Architectural Standards May Change Over Time.* Each property owner acknowledges that the membership on the Board and the AC and their views on how to best protect and enhance the subdivision may change over time. Accordingly, the type, nature, interpretation, application and enforcement of the architectural standards may vary over time. The approval of either the Board or the AC of any proposals, plans, specifications, or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board or the AC shall not be deemed to limit or constitute a waiver of any rights to withhold approval or consent as to any similar proposals, plans, specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

(9) *Limitation of Liability Regarding Architectural Approval.* Review and approval of any application pursuant to this Article may be made on any basis, including solely the basis of aesthetic considerations, and neither the Board nor the AC shall bear any responsibility for ensuring the quality, design, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Subdivision, the Board, the AC, or any member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction or modifications to any lot.

(10) *Resolution.* Any construction, alteration, or other work done in violation of this article shall be deemed to be nonconforming and shall authorize the Board to enjoin such violation and to recover damages therefrom, including attorney's fees incurred in enforcing the Declaration, in addition to such other remedies as provided herein. Upon written request from the Board, the Property Owner shall, at its own cost and expense, remove such construction, alteration, or other work and shall restore the lot to substantially the same condition as existed prior to the construction, alteration, or other work. All costs thereof, including reasonable attorney's fees may be assessed against such lot and collected as an assessment pursuant to this Declaration. Additionally, all costs incurred by the Board in compelling any Property owner to make required repairs or remove debris hereunder, or costs incurred by the Board in performing such work if the Property Owner fails to do so, shall be an assessment against such Property Owner and lot.

Any contractor, subcontractor, agent, employee, or other invitee of a Property Owner who fails to comply with the terms and provisions of this Article and the architectural guidelines and standards issued by the AC may be excluded by the Board from entry to the Subdivision. In such event, the Board, officers, directors or agents shall not be held liable to any person for exercising the rights granted by this Article.

No property Owner, occupant, contractor, subcontractor, agent, employee, or other invitee shall make any exterior change, alteration, or construction upon the Common Properties in violation of this Article, and he or she does so at his or her sole risk and expense and may be required by the AC Board to remove and restore the property to its previous condition. The Board may require that the change, alteration, or construction remain on the Common Properties without reimbursement to the Property Owner or occupant for any expense he or she may have incurred in making the change, alteration, or construction, or, the Board may remove such construction at any time without notice to such Property Owner or occupant. The cost of repair of any damage caused by the Property Owner, its agents, contractors, subcontractors, employees or invitees in connection with construction hereunder and justifiable monetary damages as may be assessed against the Property Owner for violations hereof shall be an assessment and lien against the Property Owner and the Property Owner's Lot.

In addition to the foregoing, the Board shall have the authority and standing, on behalf of the Subdivision, to impose monetary fines and to pursue all legal and equitable remedies available to enforce the provisions of this Article and its decisions or those of the AC. A schedule of penalties as herein referred to shall be developed and approved by the Board.

(11) *Accessory Structures.* With the approval of the AC, detached accessory structures may be placed on a lot to be used for a workshop, tool shed, garage, or other approved

use. A garage may also be an attached accessory structure. Such accessory structures shall conform in exterior design and quality to the dwelling on the lot. With the exception of a garage, an accessory structure placed on a lot shall be located only behind the dwelling as such dwelling fronts on the street abutting such lot or in a location approved by the AC. Such accessory structures shall also be located within established setback lines.

(12) *Maintenance of Lots.*

(a) *Property Owner's Responsibility.* All maintenance of the lot and the structures on the lot, if any, shall be the responsibility of the Property Owner (s). Each Property Owner shall keep and maintain all portions of the lot and the exterior of any and all structures and improvements located on the lot in a neat, attractive and safe condition which is consistent with this Declaration and with any standards or guidelines established by the AC and/or Board.

This maintenance shall include, but shall not be limited to, painting of all exterior buildings surfaces, if applicable; repairing, replacing and caring for the roofs, gutters, downspout and exterior building surfaces of all structures on the lot; trees, shrubs, grass and all other landscaping and plant materials present on the lot (s) and preventing the accumulation of weeds, trash, downed trees and debris on any lot. Any maintenance which involves an exterior change, including, without limitation, repainting of the exterior of improvements shall require prior approval of the AC.

No trees, shrubs, bushes or other vegetation having a diameter of four inches or more shall be cut, destroyed or mutilated except with written approval of the AC; provided, however, that dead or diseased trees, shrubs, bushes or other vegetation shall be cut and removed promptly from any lot by the Property Owner thereof after such dead or diseased condition is first brought to the attention of the AC and AC approval has been obtained.

Trees that are in immediate danger of creating damage or harm to the lot owner or others may be removed without the prior written approval of the AC; however, written explanation must be submitted to the AC promptly thereafter. The AC shall have the Authority to require replanting of trees removed without written explanation or request for approval.

(b) *Failure to Maintain.* If the Board or its designee determines that any property owner has failed or refused to discharge properly his or her obligation with regard to the exterior maintenance, repair, or replacement of items for which he or she is responsible, the Board or its designee shall give the Property Owner written notice of the Property Owner's failure or refusal and of the Board's right to provide necessary maintenance, repair, or replacement at the Property Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board or its designee.

Unless the Board or its designee determines that an emergency exists, the Property Owner shall have forty-five (45) days within which to complete the maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within forty-five (45) days. If the Board or its designee determines that: (1) and/or emergency exists, or (2) that a Property Owner has not complied with the demand given by the Board, as herein provided, then the Board may provide any such maintenance, repair or replacement at the Property Owner's sole cost and expense, and such costs shall be an assessment and lien against the Property Owner and the lot.

If the Board determines that the need for maintenance or repair of any portion of the Common Properties is caused through the willful or negligent act of any Property Owner or occupant or their family, guests, contractors or lessees, the Board may assess the cost of any such maintenance, repair, or replacement against the lot (s) and shall be collected as provided for the collection of assessments.

In addition to the foregoing, the Board shall have the authority and standing, to impose reasonable monetary fines and to pursue all legal and equitable remedies available to enforce the provisions of this Section

(C) *Dwelling, Quality and Size.* The area of the main structure, exclusive of open porches and garages, shall be not less than Two Thousand Five Hundred (2,500) square feet excluding basements and areas of the house below grade. The architectural control committee may waive this requirement if the quality of the home equals or exceeds homes of similar size and price in that market area.

(D) *Building Location.* No building shall be located on any Lot nearer to the front line of the Lot or nearer to the side street line than the minimum building set-back lines shown on the Plat. In any event, no building shall be located on any Lot nearer than fifty (50) feet to the front line of the Lot, unless special waiver is granted by the AC for valid reasons, or nearer than fifty (50) feet to any side street line. No building shall be located nearer than thirty-five (35) feet to an interior line of a Lot. No dwelling shall be located on an interior Lot nearer than thirty-five (35) feet from the rear line of the Lot. No construction, except for approved docks and board walks, may be built within

forty-five (45) feet of any stream, lake or pond. For the purposes of this covenant, eaves, steps, carports and open porches shall be considered as part of a building.

(E) *Easements.* Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat and over the rear fifteen (15) feet of each Lot. Drainage flow shall not be obstructed nor diverted from drainage or utility easements as designated above or on the recorded Plat. An easement is reserved for the Developer, the Association and each owner to use the two lakes located on the property. Except for lakefront property, all access to the lakes is to be through the common areas only. Only electric powered motors can be used on the lake. The Board shall have authority to create additional rules and regulations to protect the water quality and enjoyment of the lakes.

Also reserved for the owners, Association and Developer is an easement in the Common Areas depicted on the Plat. The Board will have full authority to create rules and regulations to restrict the use of said common areas, including the right to prevent an owner from using said Common Areas for violating the rules or covenants.

(F) *Nuisances.* No noxious or offensive activities shall be carried on or upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the Subdivision neighborhood.

(G) *Temporary Structures.* No structure of a temporary character, motor home, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. Once a permanent residence has been erected, motor homes and other recreational vehicles shall be permitted on the lot. However, the storage of such vehicles must be such that the vehicle will not be visible from the street. No camper or RV can be used for occupancy, even for short periods of time.

(H) *Signs.* No sign of any kind shall be displayed to the public view on any Lot except for one (1) sign of not more than three and one half (3.5) square feet advertising such Lot for sale or rent or signs used by a builder to advertise the Lot during the construction and sales period or to advertise an established model home.

(I) *Oil and Mining Operations.* No oil drilling, oil development operations, oil refining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

(J) *Livestock, Poultry and Pets.* No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Horses shall be permitted on lots for the personal use and enjoyment of the property owners. However no pasture may be cleared unless it complies with the tree cutting restrictions stated herein. A pasture could be cleared with the express permission of the developer and/or the relevant committee. All domestic pets must be properly cared for and controlled by the Property Owners.

(K) *Garbage and Refuse Disposal.* No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers, incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(L) *Sewerage Disposal.* No individual sewerage-disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health. Approval of such systems as installed shall be obtained from the appropriate governmental authorities.

(M) *Sight Distance at Intersections.* No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and eight (8) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines as extended. The same sight-line limitations shall apply on any Lot within fifteen (15) feet from the intersection of a street property line with the edge of the driveway pavement of such Lot. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

(N) *Timber Cutting.* Unless approved by the Architectural Control Committee, no tree having a diameter of four (4) inches may be cut, poisoned, trimmed or removed from any subject property.

(O) *Fencing.* All fencing, lawn decorations, lamp posts, and non-natural landscaping must be submitted for approval by the Architectural Control Committee. No barbed wire fencing will be

allowed.

(P) *Recreational Vehicles.* Campers and motor homes may be allowed in the subdivision; however, they must not be stored in a manner that they are visible from the common roadways. No such camper or RV can be used for occupancy, even for short periods of time.

No motorcycles, four wheelers, go-carts or other motorized vehicles can be operated on subject property, except on the common roadways by persons over the age of 16.

(Q) *Construction Letter of Credit.* Prior to engaging in any activity described in Article II, Section 3(B)(2), the owner shall provide the Board with a \$10,000.00 non-revocable letter of credit from an FDIC insured institution with a fourteen (14) month expiration date. The Board will be able to draw on this letter of credit to complete the exterior of any improvements that are not completed within twelve (12) months of the beginning of construction. The Board may dictate the addition of requirements concerning this.

#### *Section 4. Acknowledgment at conveyance.*

Each owner must obtain and record in the deed records of Pickens County Superior Court, a statement from each person who agrees to purchase one or more residential units from an owner the following statement:

We, the undersigned have agreed to purchase lot \_\_\_\_\_ (state lot(s) number) in the Meadowlands subdivision. We acknowledge that this property is governed by covenants and restrictions which we have reviewed and agreed to. We understand that the roads are maintained by a private association of the owners of lots in Meadowlands. These roads will not qualify for being deeded to or maintained by Talking Rock, Georgia. We understand that all road maintenance is the responsibility of the community association.

### ARTICLE III

#### The Community Association; Automatic Membership and Voting Rights Therein.

##### *Section 1. The Association.*

The Developer has caused to be formed and incorporated under the laws of the State of Georgia and there does now exist The Meadowlands Homeowners Association, Inc., a nonprofit Georgia Corporation.

##### *Section 2. Membership.*

Every person who is an Owner is and shall be a member of the Association; provided, however, that any Person who owns such interest merely as security for the performance of an obligation shall not be a member of the Association.

##### *Section 3. Classes of Membership; Voting Rights.*

The Association shall have two classes of membership; Class A and Class B.

(A) *Class A.* Class A members shall be those persons holding an interest required for membership as specified in Section 2 of this Article 3 with the exception of the Developer. Class A membership shall be a nonvoting membership except on such matters and in such events as hereinafter specified. Class A members shall be entitled to full voting privileges:

(1) At such time as the Class B members shall so designate by notice in writing delivered to the Association, or

(2) The Developer has sold ninety-five percent of all lots; whichever shall first occur.

Before the earlier of these events, the Class A members shall be entitled to vote only on:

(1) Any proposal or change of method of calculating the maximum amount of the annual assessment delivered by the Association;

(2) Any proposal that is a special assessment levied by the Association, except as otherwise specifically herein provided;

(3) Any proposal of merger, consolidation or dissolution;



(4) Any proposal to amend this Declaration of the Articles of Incorporation of the Association except as to the addition of additional property owned by the developer which the developer may freely add to coverage and membership; and

(5) Any other matter for which it is herein specifically provided that approval of all classes of membership is required.

When entitled to vote, Class A members shall be entitled to one vote for each Residential Unit in which they hold any interest required for membership under Section 2 of this Article 3. When more than one person holds an interest or interest in a Residential Unit, the vote for such Residential Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Residential Unit. In the event of disagreement among such persons, and an account by two or more persons to cast a vote for such Residential Unit, such person shall not be recognized in the vote with respect to such Residential Units shall not be counted.

(B) *Class B.* The Developer shall be the sole Class B member. Class B membership shall be full voting membership, and, during its existence, the Class B member shall be entitled to vote on all matters and all events. The Class B member shall be entitled to one vote for each Residential Unit in which it holds any interest. At such time as the Class A members shall be entitled to full voting privileges, the Class B membership shall automatically terminate and cease to exist, in which event each Class B member shall be and become a Class A member insofar as it may then hold any interest required for membership in Section 2 of this Article 3. From and after the date on which the Class B membership shall terminate in accordance with this Article 3 and cease to exist, such membership shall not be revived or restated.

#### *Section 4. Suspension of Membership Rights.*

The membership rights of any member, including the right to vote, may be suspended by the Association's Board of Directors pursuant to authority granted in the Association's By-Laws, as amended from time to time. Any such suspension shall not affect such members' obligations to pay assessments past due or coming due during the period of suspension and shall not affect the permanent charge and lien on the members' property in favor of the Association.

#### *Section 5. Meetings of the Membership.*

All matters concerning meetings of members of the Association, including the time in which and the manner in which notice of any of said meetings shall be given to members of the quorum and percentage vote required for the transaction of business of any meetings, shall be specified in this Declaration, in the By-Laws of the Association as amended from time to time or by law.

### ARTICLE IV

#### Assessment

#### *Section 1. Creation of the Lien or Personal Obligation for Assessments.*

Each Class A member, by acceptance of a deed or other conveyance for any Residential Unit in the Restricted Property, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agreed to pay the Association:

(a) Annual assessments and charges and (b) Special assessments; such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interests thereon on the land, shall be a continuing lien upon the property against which each such assessment is made and shall also be the personal obligation of the person who is the record owner of the property at the time the assessment fell due.

#### *Section 2. Purpose of Assessment.*

The assessments levied under this Article 5 shall be used exclusively for the purpose of promoting the common health, safety and welfare of the members and their tenants and, in particular, for the servicing, improvement and maintenance of the Common Areas and facilities related thereto devoted to such purposes and related to the use and enjoyment of the Common Areas, and for the maintenance of the entrance area or areas of Meadow Lands Subdivision and any subsequent phase thereof created out of the Supplemental Property or any portion thereof, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. Such portion of the annual assessments levied by the Association under this Article 5 as may be necessary for such purposes shall be devoted to promoting the recreation, health, safety and welfare of the members and their tenants and establishing and maintaining reserves for the maintenance, repair, replacement and operation of the Common Areas and facilities and the entrance

area or areas.

*Section 3. Basis and Maximums of Annual Assessments.*

Until such time as the Class A member shall be entitled to full voting privileges in accordance with Article 3 of this Declaration:

(A) The maximum initial annual assessment of Class A members shall be Two Hundred Fifty and NO/100 Dollars (\$250.00) per residential unit payable to the Association, and

(B) The Class B members shall pay whatever amount, if any, in excess of the Class A member's assessment as, in the sole opinion of the Class B member, may be necessary to maintain and manage (and only to maintain and manage, including the payment of ad valorem taxes) all roads and improvements of the development.

From and after such time as the Class A member shall be entitled to full voting privileges and in accordance with Article 3 of this Declaration, the annual assessment shall be determined by the Board of Directors of the Association without regard to the maximum annual assessment imposed prior to such time and shall be paid by all the members; provided, however, that any assessment after the initial assessment set by the Board of the Association shall not be increased (or decreased) in any one year by an amount in excess of fifteen percent (15%) of the assessment for the year immediately prior to the year for which the increase (or decrease) is to be effective. The Board of Directors of the Association shall set the annual assessment at no more than the maximum allowed pursuant to this Section.

*Section 4. Special Assessments.*

Upon the affirmative vote of the holders of seventy-five percent (75%) or more of the vote of those then entitled to vote of all classes of membership of the Association, the Association may levy and collect a specific special assessment so authorized for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected repair or replacement of a capital improvement upon the Common Areas, including any necessary fixtures or personal property related thereto; or for the purpose of increasing the annual assessment by an amount in excess of what is authorized by Section 3 of this Article.

*Section 5. Equality of Assessment among Residential Units.*

No Residential Unit within the Restricted Property shall bear a higher assessment than any other Residential Unit within the Restricted Property except that, until such time as the Class A members shall be entitled to full voting privilege in accordance with Article 3 of this Declaration, the Class B members may bear a greater or lesser assessment burden than Class A member while the Class B member may be subsidizing the Association with this obligation pursuant to Section 3 of this Article.

*Section 6. Date of Commencement of Annual Assessments; Due Dates.*

(A) The Association's Board of Directors shall send written notice of the annual assessment and the amount of such assessment to every member subject thereto at least thirty (30) days in advance of each annual assessment. Unless otherwise provided by the Association's Board of Directors, the entire amount of the annual assessment for each Residential Unit shall become due and payable to the Association on the 1st day of January of each year and shall be paid to the Association without further notice from the Association; provided however that in the event the Board of Directors shall fail to send written notice of the annual assessment to members at least thirty (30) days prior to the annual assessment period the payment for the annual assessment shall not be due until thirty (30) days after such notice is given; the failure to notify thirty (30) days prior to the annual assessment period shall not however reduce the amount of the assessment due and payable.

The annual assessment shall be established on a calendar year basis and shall commence as to each member when he becomes a member pursuant to Section 2 of Article 3.

The first annual assessment payable to the Association with respect to a Residential Unit shall be adjusted according to the number of days remaining in the calendar year following the date a member becomes a member.

(B) The Association shall, upon demand at any time, furnish to any member liable for any assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. A reasonable charge, as determined by the Board of Directors may be made for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

*Section 7. Effective Nonpayment of Assessment; the Personal Obligation; the Lien;*

*Remedies of the Association.*

(A) If an assessment is not paid on or before the date when due then such assessment shall become delinquent and shall, together with such interest thereon and the cost of the collection thereof if hereinafter, thereupon become a continuing lien on the delinquent members' property which shall bind such property in the hands of the then owner, his heirs, designees, personal representatives, successors and assigns. In addition to the lien rights, the personal obligation of the then owner to pay such assessments shall remain his personal obligation and shall also pass to his successors in title. Such owners shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which he was obligated to pay immediately preceding the transfer; and such owner and such successors in title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such owners and successors in title creating any indemnification of the owner or any relationship of principal and surety as between themselves.

(B) If assessment is not paid within thirty (30) days after the due date, such assessment shall bear interest from the date of the delinquency at the lesser of the highest rate permitted by law or eighteen percent (18%) per annum, and the Association may bring legal action against the owner personally obligated to pay the same or foreclose its lien against such owner's property in which event, interest, costs and attorney's fees equal to fifteen percent (15%) of the principal amount shall be added to the amount of such assessment as may then be due. Each owner by acceptance of a deed or other conveyance of his or her property, invests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt and to foreclose the aforesaid lien in an appropriate proceeding and lower equity. The lien provided for in this Article 5 shall be in favor of the Association and shall be for the benefit of all other members. The Association acting on behalf of the other members shall have the power to bid in the owners' property at any foreclosure, sale and to acquire, hold, lease, mortgage and convey the same. No member may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Areas and facilities. The Association shall not waive any liens or rights it may have against any member or such members Residential Unit without the approval of holders of seventy-five percent (75%) or more of the vote of those then entitled to vote all classes of membership.

(C) If the assessment is not paid within thirty (30) days after the due date, the Association may also suspend the membership rights of the delinquent member, including the right to vote, the right of enjoyment in and to the Developments, improvements and facilities and the right to receive and enjoy such servicing and other benefits as may then be provided by the Association. Any such suspension shall not affect such members obligation to pay assessments, due during the period of such suspension and shall not effect the permanent charge and lien on such members property in favor of the Association.

*Section 8. Subordination of Charges and Liens to Mortgages.*

(A) The liens and permanent charges of all assessments and charges authorized herein (annual, special or otherwise) with respect to any restricted property is hereby made subordinate to the lien of any first mortgage placed on such property if, but only if, all assessments and charges with respect to such property authorized herein having a due date on or prior to the date of the mortgage as filed of record have been paid. The liens and permanent charges hereby subordinated are only such liens or charges as relate to assessments and charges authorized hereunder having a due date subsequent to the date such mortgage is filed of record and prior the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the mortgage property pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgage property pursuant to a sale under power contained in such mortgage.

(B) Such subordination is merely a subordination and shall not relieve the owner of the mortgaged property of his personal obligation to pay all assessments and charges coming due at any time when he is the owner of such property; shall not relieve such property from the liens and permanent charges provided for herein (except to the extent a subordinated lien or permanent charge is extinguished as a result of such subordination as against a mortgagee or such mortgagee's assignee or transferee by foreclosure or by sale under power); and no sale or transfer of such property to the mortgagee or to any other person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure or pursuant to a sale under power, shall relieve any existing or previous owner of such property of any personal obligation or relieve such property or the then owner of such property from liability for any assessment or charges authorized hereunder become due after such sale and transfer.

## ARTICLE V

### Administration

#### *Section 1. Responsibility for Administration.*

The administration of the Association, the maintenance, repair and operation of the Development's improvements and facilities and the Entrance Areas shall be the responsibility of the Association.

#### *Section 2. Management and Maintenance Agreement.*

The Association may enter into such management and maintenance agreements as are necessary or desirable for the administration and maintenance of the Development's improvements and facilities and the Entrance Areas. Any management agreement which is to be entered into, after approval by a majority of the Board of Directors, shall provide for the compensation to be paid, the term thereof, which shall not exceed one year, in the manner in which and the terms upon which such agreement may be terminated, which shall include the right of termination fifteen (15) days after majority approval by the Board, affirmatively vote to so terminate such contract.

#### *Section 3. Limitations of Liability; Indemnification.*

Notwithstanding the duties of the Association to maintain and operate the Common Areas and to maintain the Entrance Areas, the Association shall not be liable for injury or damage caused by the latent condition of the Common Areas nor for injury caused by the elements, members or other persons; nor shall any officer or director of the Association be liable to any person for injury or damage by such officer or director in performance of the duties hereunder unless due to willful misfeasance or malfeasance or gross negligence of such officer or director. Each officer and director of the Association shall be indemnified by the members against all expenses and liabilities, including attorney's fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer or director of the Association, and any settlement, whether or not he is an officer or director of the Association at the time such expenses and liabilities are incurred, except in such cases where the officer and director are adjudged guilty of willful misfeasance or malfeasance or gross negligence in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors and the Association approves of such settlement and reimbursement as being for and in the best interest of the Association.

## ARTICLE VI

### Insurance and Casualty Losses

#### *Section 1. Insurance.*

The Board of Directors of the Association or its duly authorized agent shall have the authority to and shall obtain insurance for all development improvements against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief, in amounts sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard and shall also obtain a public liability policy covering the Common Areas and all damage or injury caused by negligence of the Association or any of its agents. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association and all such policies shall be written by accompanied license to do business in the State of Georgia, and all policy shall be for the benefit of the Association and its mortgagees, if any, as their interest may appear.

## ARTICLE VII

### General Provisions

#### *Section 1. Duration.*

The Covenants and Restrictions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by the Association or the owners of any of the Restricted Property, their respective legal representatives, as successors and assigns, for a term of 20 years from the day and year first above written. Said Covenants and Restrictions may be renewed and extended, in whole or in part, beyond said 20-year period for successive periods not to exceed twenty years each if an agreement for renewal and extension is signed by members of the Association then entitled to cast at least fifty percent (50%) of the votes of the Association and has been filed for record in the Office of the Clerk of the Superior Court of Pickens County, Georgia, at least ten (10) days prior to the effective date of such renewal and

extension; provided, however, that each such agreement shall specify which of the Covenants and Restrictions are so renewed and extended and the term for which they are renewed and extended. Every purchaser or grantee of any interest in any of the restricted property by acceptance of a deed or other conveyance thereof, thereby agrees that the Covenants and Restrictions of this Declaration may be renewed and extended as provided herein.

### Section 2. Notices.

Any notice required or permitted to be sent to any member pursuant to any provision of this Declaration may be served by depositing such notice in the mails, postage prepaid, addressed to the member or owner to whom it is intended at his last known place of residence, or to such other address as may be furnished to the secretary of the Association, and such service shall be deemed sufficient. The date of service shall be the date of mailing.

### Section 3. Severability.

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

### Section 4. Amendment.

The Covenants and Restrictions of this Declaration may be amended at any time during the first five (5) years following the day and year first above written by an instrument signed by members of the Association then entitled to cast at least seventy-five percent (75%) of the votes of each class of members of the Association and, thereafter, by an instrument signed by members of the Association then entitled to cast at least fifty percent (50%) of the votes of the Association; provided, however, that any such amendment of these Covenants and Restrictions must be in full compliance with all applicable laws and regulations, including the zoning ordinances applicable to the Restricted Property and any covenants affecting the Restricted Property recorded in Pickens County, Georgia Records, and shall not become effective until the instrument evidencing such change has been duly filed for record in the Office of the Clerk of the Superior Court of Pickens County, Georgia, and unless written notice of the proposed amendment is sent to every member at least fifteen (15) days in advance of any action taken. Every purchaser or grantee of any interest in the Restricted Property, by acceptance of a deed or other conveyance thereof, thereby agrees that the Covenants and Restrictions of this Declaration may be amended as provided herein. All purchasers of property subject to these Declarations accept, by accepting a deed to a parcel subject to this Declaration, and consent to the amendment of these Declarations under this provision and expressly waive any objection to this Amendment process that may arise under O.C.G.A. § 44-5-60(d)(4).

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed by its duly authorized officers and the appropriate corporate seals affixed hereto, the day and year first above written.

Woodbourne Estates (Atlanta), Inc.

By: George C. Justice  
George C. Justice, President

