

RETURN AFTER RECORDING TO:

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Cross Reference: Deed Book 6264
Page 138

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS
AND RESTRICTIONS FOR SECRET COVE AND TO THE BY-LAWS OF SECRET
COVE HOMEOWNERS ASSOCIATION, INC.**
[AMENDED AND RESTATED DECLARATION AND BYLAWS]

This Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Secret Cove and to the Bylaws of Secret Cove Homeowners Association, Inc. is made this __ day of _____, 2021, by Secret Cove Homeowners Association, Inc. (the “Association”) with the approval of two-thirds (2/3) of the Members of the Association, in accordance with the requirements of said Declaration, Bylaws, and the Georgia Property Owners’ Association Act, O.C.G.A. § 44-3-220, *et seq.*

W I T N E S S E T H:

WHEREAS, Secret Cove is a residential subdivision created pursuant to that certain Declaration of Covenants, Conditions, Easements and Restrictions for Secret Cove recorded on November 1, 1990 in Deed Book 6264, Page 138, *et seq.*, Gwinnett County, Georgia Records; as amended by that certain First Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions for Secret Cove, recorded on September 27, 1993 in Deed Book 9356, Page 240, *et seq.*, aforesaid records (as amended and supplemented, being hereinafter referred to as the “Original Declaration”);

WHEREAS, the Association is the “Association” as said term is used and defined in the Original Declaration;

THIS AMENDMENT SUBMITS THE SECRET COVE DEVELOPMENT TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS’ ASSOCIATION ACT, O.C.G.A § 44-3-220 ET SEQ.

WHEREAS, the Original Declaration provides that it may be amended with the approval of two-thirds (2/3) of the owners of record whose Lots are subject to the Original Declaration;

WHEREAS, the By-laws of Secret Cove Homeowners Association, Inc. (“Original Bylaws”) provide that said Original Bylaws may be amended with approval of at least sixty-six and two-thirds percent (66 2/3%) of the votes cast at a meeting duly called and held for the purpose of considering the proposed amendment to the Original Bylaws;

WHEREAS, the Association and its members wish to amend and restate the Original Declaration and the Original Bylaws;

WHEREAS, the Declarant, as said term is defined in the Original Declaration, no longer has the right to approve or disapprove amendments to the Declaration or Bylaws; and

WHEREAS, the following Amendment has been approved by at least sixty-seven percent (67%) of the owners of record whose Lots are subject to the Original Declaration, as well at least sixty-six and two-thirds percent (66 2/3%) of the votes cast by Members of the Association, satisfying all approval requirements contained in the Original Declaration, the Original Bylaws, and the Georgia Property Owners’ Association Act, as evidenced by the Certification of Approval attached hereto as Exhibit “D” and by this reference made a part hereof;

NOW, THEREFORE, the Original Declaration and the Original Bylaws are hereby amended by striking said Original Declaration and Original Bylaws, as previously amended, and all Exhibits thereto, in their entirety and substituting therefor the following:

AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR SECRET COVE

Clarence K. Lau
WINTER CAPRIOLA ZENNER, LLC
3490 Piedmont Road, N.E.
Suite 800
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AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR SECRET COVE

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**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR SECRET COVE**

This Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Secret Cove (hereinafter the "Declaration") is made on the day and year set forth below. By virtue of the recording of this Declaration, the property described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter, the "Property") is made subject to this Declaration and to the Georgia Property Owners Association Act, O.C.G.A. § 44-3-220, et seq. (hereinafter, the "Act"). Said Property shall be owned, held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of this Declaration and the Act, and every grantee of any interest in said Property, by acceptance of a deed or other conveyance of such interest, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of this Declaration and shall be deemed to have consented to the same. This Declaration shall apply to govern, control and regulate the sale, resale or other disposition, acquisition, ownership, use and enjoyment of the Property and the improvements located thereon, and all of its provisions shall be and are covenants to run with the Property and shall be binding on the present Owners of said Property and all their heirs, successors and assigns and all subsequent Owners of the Property and improvements located thereon, together with their grantees, successors, heirs, executors, administrators, devisees, and assigns.

1. **Name and Location.** The name of the Community is Secret Cove. The property comprising the Community is collectively shown on the plats of survey recorded in the Gwinnett County, Georgia land records and more particularly described on Exhibit "A" attached hereto and incorporated herein and made a part hereof by this reference.

2. **Georgia Property Owners Association Act.** This Declaration is made pursuant to the Georgia Property Owners Association Act, O.C.G.A. § 44-3-220, et seq., as the same may heretofore or hereafter be supplemented, amended or modified (hereinafter, the "Act") and the Property described on Exhibit "A" attached hereto and by this reference made a part hereof is hereby submitted to and made subject to the Act.

3. **Definitions.** As used in this Declaration, the following terms shall have the meanings ascribed to them hereinbelow.

(a) "Act" shall mean and refer to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, et seq., as it now exists or as it may be amended from time to time.

(b) "Area of Common Responsibility" shall mean and refer to the Common Property, together with those areas, if any, which by the terms of this Declaration or by contract or agreement with any other person or entity becomes the maintenance responsibility of the Association.

(b) "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association as the same now exist or as may hereafter be amended.

(c) “Association” shall mean and refer to Secret Cove Homeowners Association, Inc., a Georgia non-profit membership corporation and its successors and assigns.

(d) “Board of Directors” or “Board” shall mean and refer to the Board of Directors of the Association, the members of which shall be elected from time to time as provided in this Declaration, the Articles of Incorporation, the Bylaws, and the Georgia Nonprofit Corporation Code. The Board of Directors shall be the governing body of the Association.

(e) “Bylaws” shall mean and refer to the Amended and Restated Bylaws attached to this Declaration as Exhibit “B” and by this reference incorporated herein and made a part hereof.

(f) “Common Expenses” means all expenditures lawfully made or incurred by or on behalf of the Association together with all funds lawfully assessed for the creation and maintenance of reserves pursuant to this Declaration.

(g) “Common Property” shall mean and refer to all real property (together with any and all improvements now or hereafter located thereon) owned by the Association or in certain instances over which the Association has been granted permanent easements, for the common use and enjoyment of the Owners.

(h) “Community,” “Secret Cove,” or “Development” shall mean and refer to the Property subject to this Declaration and known as Secret Cove and all improvements located or constructed thereon.

(i) “Community-Wide Standard” shall mean the standard of conduct, maintenance or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association.

(j) “Declaration” shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Secret Cove, as such may be amended, from time to time.

(k) “Design Standards” shall mean and refer to the Design Standards adopted from time to time by the Architectural Control Committee in accordance with Section 7 of this Declaration.

(l) “Eligible Votes” shall mean and refer to those votes available to be cast on the matter at hand. A vote which is for any reason suspended is not available to be cast.

(m) “First Mortgage” shall mean and refer to a first priority Mortgage.

(n) “First Mortgagee” shall mean the holder, beneficiary or grantee of a First Mortgage.

(o) “Governing Documents” shall collectively mean and refer to this Declaration,

the Articles of Incorporation, the Bylaws, the Rules and Regulations and the Design Standards as the same may be amended from time to time.

(p) “Improvement” when capitalized in this Declaration, shall mean and refer to (i) any dwelling, structure, building, improvement or landscaping of any kind which may affect the appearance of all or any exterior portion of any Lot, including, by way of example and not limitation, any building or part thereof, sidewalks, driveways, mail boxes, garages, porches, decks, gazebos, patios, courtyards, swimming pools, tennis courts, sheds, greenhouses, playhouses, basketball goals, play equipment, awnings, walls, steps, stoops, walls, fences, trees, shrubs, exterior lights, guest or servants’ quarters, or other outbuildings, or any other temporary or permanent improvement to a Lot; and (ii) any landscaping, excavation, grading, or other thing, object or device which materially affects the exterior appearance of any Lot or which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot.

(q) “Lot” shall mean and refer to any plot of land within the Community, whether or not improvements are constructed thereon, which constitutes or will constitute, after construction of improvements, a single dwelling site, as shown on the Plats for the Community, or amendments or supplements thereto, recorded in the land records of Gwinnett County, Georgia. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, all of the right, title, and interest of an Owner in the Common Property, which shall include, without limitation, membership in the Association.

(r) “Majority” shall mean those eligible votes, Owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total eligible number.

(s) “Mortgage” shall mean and refer to a mortgage, deed to secure debt or deed of trust.

(t) “Mortgagee” shall mean the holder, beneficiary or grantee of a Mortgage.

(u) “Occupant” shall mean and refer to any person, including, without limitation, any Owner or any guest, invitee, lessee, tenant, or family member of an Owner, occupying or otherwise using a Lot within the Community.

(v) “Owner” shall mean and refer collectively to the Person or Persons who are the record title owners of a Lot but excluding those persons having such interest merely as security for the performance of an obligation.

(w) “Person” shall mean and refer to a natural person, corporation, partnership, limited liability company, association, trust, or other legal entity, or any combination thereof.

(x) “Plats” shall mean and refer to those plats for Secret Cove recorded or to be recorded in the Gwinnett County, Georgia Records.

(y) “Property” shall mean and refer to the property described on Exhibit “A”

attached hereto and incorporated herein by this reference, and any property hereinafter made subject to this Declaration in accordance with the terms hereof.

(z) “Rules and Regulations” shall mean the Rules and Regulations of the Association as may be adopted, amended and repealed by the Board of Directors of the Association.

(aa) “Total Association Vote” means all of the Eligible Votes attributable to members of the Association.

4. **The Association.**

(a) **Membership in Association.** All Owners, by virtue of their ownership of a Lot in Secret Cove are automatically mandatory members of the Association and shall be entitled to vote on all matters upon which members of the Association are entitled to vote, pursuant to this Declaration and in accordance with the Bylaws. Subject to the provisions of the Declaration and the Bylaws, the Owner(s) of each Lot shall be entitled to one (1) vote for such Lot. The foregoing is not intended to include Persons who hold an interest in a Lot merely as security for performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership in the Association. Membership shall be appurtenant to the Lot to which it appertains and shall be transferred automatically by conveyance of the Lot. The rights and privileges of membership, including the right to vote and hold office, may be exercised by the member or the member's spouse, but in no event shall more than one (1) vote be cast for each Lot owned.

(b) **Powers and Duties of the Association.** Subject to the terms and conditions of this Declaration, the Association shall have the power to:

(i) employ, retain, dismiss and replace agents and employees to exercise and discharge the powers and responsibilities of the Association;

(ii) make or cause to be made additional improvements on and as a part of the Common Property;

(iii) grant or withhold approval of any action by one or more Lot Owners or other persons entitled to occupancy of any Lot if such action would change the exterior appearance of any Lot or any Improvement thereon, or of any other portion of the Community, or elect to provide for the appointment of an architectural control committee to grant or withhold such approval;

(iv) to grant easements, leases, and licenses through or over the Common Property and any other property owned by the Association, and to accept easements, leases and licenses benefiting the Community or any portion thereof and to acquire or lease property in the name of the Association;

(v) to acquire, lease and own in its own name property of any nature, real, personal, or mixed, tangible or intangible, to borrow money and to pledge, mortgage, or hypothecate all or any portion of the property of the Association for any lawful purpose within the Association's inherent or expressly granted powers;

(vi) to exercise all of the powers of a corporation organized under the Georgia Nonprofit Corporation Code;

(vii) to adopt, amend and repeal Rules and Regulations governing the use and enjoyment of the Property. Such Rules and Regulations shall be binding upon each Owner and each Owner's family, tenants, guests, agents and invitees;

(viii) to impose monetary fines and other sanctions for violations of the Governing Documents of the Association, which monetary fines may be collected as provided in Section 5 hereof; and

(ix) to execute contracts for common services such as trash collection, which contracts shall be binding on all Lot Owners.

(x) to enter in and upon any Lot for security and safety purposes, to effect repairs, improvements, replacement or maintenance, and as otherwise required to exercise its rights and perform its responsibilities under this Declaration. Such right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, provided, in the event of any emergency, such right of entry shall be immediate; and

(xi) to exercise all other rights and powers set forth in the Act, the Georgia Non-Profit Corporation Code, this Declaration and the other Governing Documents of the Association.

(c) **Board of Directors.** Except to the extent otherwise expressly required by this Declaration, the Articles of Incorporation or Bylaws of the Association, or by Georgia law, the powers inherent in or expressly granted to the Association may be exercised by the Board of Directors, acting through the officers, without any further consent or action on the part of the Owners.

(d) **Termination of Membership.** Membership shall cease only when a Person ceases to be an Owner.

5. Assessments.

(a) **Purpose of Assessments.** The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners of Lots, including, without limitation, the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

(b) **Creation of the Lien and Personal Obligation for Assessments.** Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) annual assessments; (b) special assessments; and (c) specific assessments. All assessments, fines and other charges lawfully

assessed by the Association against any Lot Owner or Lot as provided for in this Declaration and the Act shall, from the time such sums become due and payable, be the personal obligation of the Lot Owner and constitute a lien in favor of the Association on the Lot prior and superior to all other liens whatsoever except: (i) liens for ad valorem taxes on the Lot; (ii) the lien of any first priority Mortgage covering the Lot and the lien of any Mortgage recorded prior to the recording of the Original Declaration; or (iii) the lien of any secondary purchase money Mortgage covering the Lot, provided that neither the grantee nor any successor grantee on the Mortgage is the seller of the Lot. The recording of this Declaration shall constitute record notice of the existence of the lien, and no further recordation of any claim of lien for assessments, fines or other charges shall be required. Any assessments or installments thereof which are not paid when due shall be delinquent. In addition to the lien rights, the personal obligation of the then Owner to pay such assessments shall remain such Owner's personal obligation and shall also pass to such Owner's successors-in-title. Such Owner shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which such Owner 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, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee, notwithstanding any agreement between such Owner and such successors-in-title creating any indemnification of the Owner or any relationship of principal and surety as between themselves; provided, however, that if the grantor or grantee shall request a statement from the Association as provided in Subsection 5(i) hereinbelow, such grantee and his or her successors, successors in title and assigns shall not be liable for any unpaid assessment in respect to such Lot in excess of any amount set forth in the statement. Notwithstanding the foregoing, in the event that the holder of a first priority Mortgage or secondary purchase money Mortgage of record (provided that neither the grantee nor any successor grantee on the secondary purchase money Mortgage is the seller of the Lot), or in the event that any other Person acquires title to any Lot as a result of foreclosure of any such Mortgage, such holder or other Person and his or her successors, successors in title and assigns shall not be liable for, nor shall the Lot be subject to any lien for, any assessments or charges hereunder chargeable to the Lot on account of any period prior to such acquisition of title; provided, however, that such unpaid share of an assessment or assessments shall be deemed to be a common expense collectible from all of the Lot Owners, including such holder or other Person and his or its successors, successors in title and assigns. No Lot Owner shall be exempted from any liability for any assessment for any reason whatsoever, including, without limitation, abandonment, non-use or waiver of the use and enjoyment of his or her Lot or any part of the Common Property. No Lot Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance or order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner. All payments shall be applied first to costs and attorney's fees, then late charges, then to interest and then to delinquent assessments.

(c) **Annual Assessments.** It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year. The Board shall cause the budget and the assessments to be levied against each Lot for the year to be delivered to each member at least thirty (30) days prior to the due date of any annual assessment. The budget and the assessment shall become effective unless disapproved at a meeting by a majority of the Total Association Vote. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget, or the Board fails for any reason to determine the budget for any period, then and until such time as a budget shall have been determined, as provided herein, the budget in effect shall continue. Annual assessments shall be levied equally on all similarly situated Lots and shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice for delinquents. Unless otherwise provided by the Board, the assessment shall be paid in one annual installment. Annual assessments include any sums the Board determines necessary for the continued ownership, operation and maintenance of the Common Property, operating expenses of the Association, payment for any items of betterment and the establishment of reserve funds as the Board shall deem proper. Annual assessments may include, without limitation, sums for property taxes, insurance premiums, legal and accounting fees, management fees, charges for utilities, cleaning and janitor services, landscape maintenance, expenses and liabilities incurred as provided herein and in the Articles of Incorporation and Bylaws for indemnification of officers and directors and in connection with the enforcement of rights and duties of the Association against Owners and others.

(d) **Special Assessments.** In addition to the annual assessment authorized above, the Board of Directors may levy special assessments for the purpose of defraying, in whole or in part, the cost of any capital addition to, capital improvement of, or repair and replacement of any portion of the Common Property (including any fixtures and personal property related thereto) or any other lawful expense or obligation of the Association. The due date(s) of any such special assessment shall be as specified by the Board of Directors. Except as provided in Section 11(d) hereof, any special assessment per Lot which exceeds for any fiscal year an amount equal to the then current annual assessment levied upon the Lot shall require the approval of a Majority of the Owners. Special assessments shall be allocated equally among and between the Lots subject to this Declaration.

(e) **Specific Assessments.** The Board shall have the power to levy specific assessments as hereinafter provided. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Fines levied pursuant to the Bylaws and this Declaration, and the costs of maintenance performed by the Association for which the Owner is responsible under this Declaration shall be specific assessments. The Board may also specifically assess Lots for the following Association expenses, except for expenses incurred for the periodic maintenance and repair of items that are the maintenance responsibility of the Association, as provided herein:

(1) Any common expenses benefiting less than all of the Lots may be specifically assessed equitably among all of the Lots so benefited, as determined by the Board;

(2) Any common expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the licensees or invitees of any such Lot or Lots may be specifically assessed against the Lot or Lots, the conduct of any occupant, licensee or invitee of which occasioned any such common expenses; and

(3) Any common expenses significantly disproportionately benefiting all of the Lots may be assessed equitably among all of the Lots in the development as determined by the Board.

Nothing in subparagraphs (1) or (3) above shall permit the Association to specially or disproportionately allocate common expenses for periodic maintenance, repair, and replacement of any portion of the Common Property or the Lots which the Association has the obligation to maintain, repair, or replace. A specific assessment assessed hereunder shall be or become a lien against such Lot(s) and the personal obligation of the Owner(s) thereof. A specific assessment may be collected in the same manner as the annual assessment assessed hereunder.

(f) **Initiation Fee.** Upon each and every conveyance of a Lot, the transferee or grantee becoming the Owner of the Lot shall be obligated to pay to the Association, in addition to all other assessments levied under this Declaration, simultaneously upon such transfer or conveyance a non-refundable initiation fee in an amount equal to the then current annual assessment levied upon the Lot (hereinafter, the "Initiation Fee"). The Initiation Fee shall be collected and paid to the Association at the closing of each sale, transfer, or conveyance of the Lot or, if not collected at a closing, paid immediately upon demand by the Association. The Initiation Fee shall constitute an assessment and shall be collected in the same manner provided in this Declaration for the collection of all other assessments. Notwithstanding the foregoing, the Initiation Fee shall not be due from (i) any grantee who is the spouse or former spouse of the grantor; (ii) any grantee to whom a Lot is transferred by will or under the laws of intestacy; (iii) any grantee to whom a Lot is transferred as a gift, that is, gratuitously and without valuable or legal consideration as determined by the Board of Directors in its sole discretion; and (iv) any grantee to whom a Lot is transferred through foreclosure or deed in lieu of foreclosure. Furthermore, the Initiation Fee shall not be payable upon the refinancing of a Lot, provided there is no change in the fee simple ownership of the Lot.

(g) **Foreclosure Administration Fee.** It is recognized that foreclosures of Mortgages on Lots create substantial administrative costs and other burdens on the Association, including, but not limited to, having to review legal periodicals to monitor and determine if and when foreclosure on a Lot occurs, conducting title searches in the Gwinnett County, Georgia records to determine the names of the purchaser(s) at foreclosure sales, researching and obtaining contact information for contacting the foreclosure purchasers/owners regarding foreclosure-purchaser responsibilities and assessment obligations, and updating Association records on multiple occasions to deal with just a single Lot. In addition to annual assessments, special assessments, and other charges provided for in this Declaration, any Person who acquires a Lot through a foreclosure of a Mortgage on a Lot or by deed in lieu of foreclosure shall be required to pay to the Association a non-refundable fee in an amount equal to the then current annual or annual assessment levied upon the Lot immediately upon the recordation of the foreclosure deed or deed

in lieu of foreclosure in the Gwinnett County, Georgia records (hereinafter, the "Foreclosure Administration Fee"). The Foreclosure Administration Fee shall constitute an assessment under this Declaration and shall be collected in the same manner provided in this Declaration for the collection of other assessments.

(h) **Non-Payment of Assessments; Remedies of the Association.** If any assessment, or portion thereof, is not paid within thirty (30) days after the due date, the personal obligation of the Owner and the lien shall also include (i) a late charge, equal to the greater of Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the amount of such delinquent assessment or installment (or such higher amount as may be permitted by the Act); (ii) interest at the rate of ten percent (10%) per annum (or such higher rate as may be permitted by the Act) on any assessment, installment, delinquency or late charge from the date such sum was first due and payable; (iii) costs of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the Lot, and reasonable attorney's fees actually incurred; and (iv) the fair rental value of the Lot from the time of the institution of suit until the sale of the Lot at foreclosure or until the judgment rendered in such suit is otherwise satisfied. If any delinquent assessment or portion thereof is not paid within thirty (30) days after written notice is sent to the Lot Owner to make such payment, the entire unpaid balance of the assessment may be accelerated at the option of the Board and declared due and payable in full, and legal proceedings may be instituted to enforce such lien and personal obligation. Such notice shall be sent by certified mail, return receipt requested, to the Lot Owner, both at the address of the Lot and at any other addresses the Lot Owner may have designated to the Association, in writing, specifying the amount of the assessments then due and payable, together with authorized late charges and interest accrued thereon. The lien for such assessments may thereafter be foreclosed by the Association, by suit, judgment, or foreclosure in the same manner as other liens for the improvement of real property. The Board of Directors, acting on behalf of the Association, shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, encumber, and convey the same, provided that no foreclosure action shall be permitted unless the amount of the lien is at least \$2,000.00 or such higher amount as may be specified in the Act. The Association shall, in addition to and not in lieu of the foregoing remedy, have the right to bring an action against the Lot Owner to recover all assessments, interest, late fees, costs of collection (including court costs and reasonable attorney's fees actually incurred), fines, and other charges for which such Lot Owner is personally obligated pursuant to the terms hereof. The lien for assessments shall lapse and be of no further effect as to assessments or installments thereof, together with late charges and interest applicable thereto, four (4) years after the assessment or installment first became due and payable. The Association may also suspend the membership rights of the delinquent Owner, including the right to vote, the right of enjoyment in and to the Common Property and recreational 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 member's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent lien on such Lot in favor of the Association.

(i) **Statement from Association.** Any Lot Owner, Mortgagee of a Lot, Person having executed a contract for the purchase of a Lot, or lender considering the loan of funds to be secured by a Lot shall be entitled upon request to receive a statement from the Association or its management agent setting forth the amount of assessments past due and unpaid together with late

charges and interest applicable thereto against that Lot. Such request shall be in writing, shall be delivered to the registered office of the Association, and shall state an address to which the statement is to be directed. Failure on the part of the Association, within five (5) business days from the receipt of such request, to mail or otherwise furnish a statement regarding amounts due and payable at the expiration of such five-day period with respect to the Lot involved to such address as may be specified in the written request therefor shall cause the lien for assessments created hereunder to be extinguished and of no further force or effect as to the title or interest acquired by the purchaser or lender, if any, as the case may be, and their respective successors and assigns, in the transaction contemplated in connection with such request. The information specified in such statement shall be binding upon the Association and upon every Lot Owner. Payment of a \$10.00 fee (or such greater amount as may be permitted by the Act) may be required as a prerequisite to the issuance of such a statement, and the payment of the fee shall accompany any such request.

(j) **Property Not Owned By the Association.** The Association shall be authorized to expend assessments for the improvement and maintenance of real and personal property which is not owned by the Association or otherwise subject to the Declaration if and to the extent the Board of Directors determines that such maintenance or improvement would benefit the Association, the Lot Owners or the Community as a whole.

6. Property Rights.

(a) **General.** Each Lot shall for all purposes constitute real property which shall be owned in fee simple and which, subject to the provisions of this Declaration, may be conveyed, transferred and encumbered the same as any other real property. Each Owner shall be entitled to the exclusive ownership and possession of his Lot, subject to the provisions of this Declaration. The ownership of each Lot shall include and there shall pass with the title to each such Lot as an appurtenance thereto, whether or not separately described, all rights and obligations of a member in the Association and all of the right and interest of use in and to the Common Property as set forth herein.

(b) **Easement of Enjoyment.** Every Owner shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property, including but not limited to any recreational facilities and other amenities as may now or hereafter be located thereon, subject to any restrictions, limitations or provisions contained in this Declaration. Such right and easement may be exercised by each Owner and such Owner's family, tenants, licensees and invitees, subject to such reasonable regulations and procedures as may be adopted by the Board. The aforementioned right and easement of enjoyment shall be appurtenant to and shall pass with the title of every Lot, subject to the following easements, reservations, rights and provisions, which are expressly reserved hereby:

(i) The right of the Association to suspend an Owner's voting rights, if any, and right to use the Common Property or to benefit from any services provided or paid for by the Association for any period during which (A) any assessments or other charges owed to the Association remain unpaid, or (B) for any violation of any provision of the Governing Documents, for the duration of the infraction and for an additional period thereafter not to exceed thirty (30) days;

(ii) The right of the Association to dedicate, transfer or grant permits, leases, easements or licenses in and to the Common Property for utilities, roads and other purposes deemed by the Board to be necessary, useful, or otherwise beneficial to the Community or the Association;

(iii) The right of the Association to govern the operation, use and enjoyment of the Common Property by promulgating Rules and Regulations with respect thereto as set forth herein, including, but not limited to the right to impose limitations on the number of guests of Owners;

(iv) The right of the Association to limit the use of enjoyment of the Common Property to the Owners and their respective families, tenants and guests, limit the number of guests of Lot Owners and lessees who may use the Common Property, as well as to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his family, tenants and guests;

(v) The right of the Association to charge admission and other fees for the use of any recreational facilities situated upon the Common Property (which charges and fees, unless paid separately, shall be added to and become a part of the assessment or portion thereof next coming due to which the Owner is subject);

(vi) The right of the Association to borrow money for the purpose of acquiring or improving the Common Property or any portion thereof, or constructing, repairing or improving any facilities located or to be located thereon and, to give as security therefor, a Mortgage encumbering such Common Property, provided, however, that the Association may only have one outstanding loan at any given time, and any loan in excess of the then annual budget must be approved by at least a Majority of the Total Association Vote; and

(vii) The right of the Association to convey fee simple title to portions of the Common Property.

(c) **Easement for Entrance Features.** There is hereby granted and reserved to the Association a perpetual easement on, over, and across any Lot as reasonably required to maintain, repair and replace any entrance monument, landscaping and related features serving the Community.

(d) **Easements Shown on Plats.** Easements shown for the installation, repair and maintenance of entry features, utilities and drainage facilities as shown on the Plats are hereby expressly reserved, and no construction of any dwelling or other improvement may restrict access to or encroach upon such easements, or otherwise disrupt or impair the use or functioning of such easements. Except in cases of emergency, the foregoing easements shall only be exercised during normal business hours.

(e) **Association Easement.** There is hereby reserved for the benefit of the Association, an alienable, transferable and perpetual right and easement to enter upon any Lot for emergency, security and safety reasons, to perform maintenance or effect repairs, for slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity that

might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct, or retard drainage flow, and as otherwise required to exercise its rights and to perform its responsibilities under this Declaration.

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

(g) **Use of Common Property.** Other than for the right of ingress and egress and the normal intended use as interpreted by the Association, the Owners are hereby prohibited and restricted from using any of the Common Property except as may be allowed by the Board or as may be expressly permitted in this Declaration or any amendment thereto. By way of explanation and not limitation, no planting or gardening shall be done upon the Common Property without the prior approval of the Board, and no fences, hedges, walls or structures shall be erected or maintained upon the Common Property, except as are installed or modified by the Association, or are approved by the Board. It is expressly understood and agreed by all parties concerned that this Section is for the mutual benefit of all Owners and is necessary for the protection of all Owners.

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

7. Architectural Controls.

(a) **Purposes and Powers.** In order to preserve the natural setting and beauty of the Community and to maintain, preserve and protect within Secret Cove a unique, pleasant, attractive and harmonious physical environment, all portions of the Property, including the Lots and all dwellings, structures, landscaping and Improvements located thereon, shall be subject to the architectural standards, procedures and requirements set forth herein.

(b) **Architectural Control Committee.** The Board of Directors shall appoint an Architectural Control Committee (“ACC”) which shall consist of up to five (5), but not less than three (3), members, all of whom shall be Owners and who may or may not be members of the Board. Alternatively, the Board may choose to act as the ACC. Any member of the ACC appointed by the Board may be removed with or without cause by the Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. The ACC shall elect a committee chair, who shall be the presiding officer at all ACC meetings. A majority of the members of the committee shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or by proxy at a meeting of the ACC, or via written consent in lieu of a meeting, shall constitute the action of the ACC on any matter before it. The ACC is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist said committee in performing its functions as set forth herein. For purposes of this Declaration, the terms “Architectural Control Committee” and “ACC” shall refer to any Architectural Control Committee appointed by the Board or to the Board itself, if the Board has elected to act as the ACC. If an ACC is appointed by the Board, the Board shall have the right to modify or overrule any decision made by the ACC.

(c) **Architectural Controls and Approval.**

(i) To preserve the architectural and aesthetic appearance of the Community, no Improvement shall be commenced, constructed, placed, moved onto, or maintained by any Owner on any Lot, nor shall any exterior addition to or change or alteration therein be made (including, without limitation, painting or staining of any exterior surface), unless and until plans and specifications and related data showing the nature, color, type, shape, height, materials, and location of same shall have been submitted to and approved in writing by the ACC as to the compliance of the improvement set forth in such plans and specifications with such harmony of external design, location and appearance in relation to surrounding structures and topography. The foregoing notwithstanding, an Owner may make any interior improvements and alterations within the residence on his Lot that do not affect the exterior appearance without the necessity of approval or review by the ACC. The ACC shall have the sole discretion to determine whether plans and specifications and other data submitted for approval are acceptable to the Association. Representatives of the ACC shall have the right during reasonable hours to enter upon and inspect any Lot or other improvements with respect to which construction is underway to determine whether or not the plans and specifications therefore have been approved and are being complied with. Except in cases of emergency, the ACC shall provide at least twenty-four (24) hours’ written notice prior to exercising its inspection rights afforded herein. In the event that the ACC shall determine that such plans have not been approved or are not being complied with, the Association shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with the approved plans and specifications.

(ii) In the event that the Architectural Control Committee fails to approve or disapprove any plans or specifications within sixty (60) days after such plans shall have been submitted, such plans will be deemed to have been expressly approved, provided that the proposed improvements are generally in harmony with the scheme of the Community set forth

in this Declaration. Upon approval of plans and specifications, no further approval under this Article shall be required with respect thereto, unless such construction contemplated in the plans has not been substantially commenced within one (1) year of the approval of the plans and specifications thereof or unless the plans and specifications are materially altered or changed. All approved modifications must be completed within two (2) years of approval, except as may be otherwise extended or authorized in writing by the ACC. The Architectural Control Committee may refuse to approve any plans and specifications upon any grounds consistent with the objectives and purposes of this Declaration, including purely aesthetic considerations. The ACC shall provide the Owner with a written explanation as to the reason for any such disapproval.

(iii) As a condition of approval under this Section, each Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance of and on any change, modification, addition or alteration. In the discretion of the Board or the ACC, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successor-in-interest.

(d) **Design Standards.** The ACC, subject to approval of the Board, is hereby authorized to promulgate written architectural standards, regulations, policies, procedures and guidelines ("Design Standards") governing the construction, location, height, size, dimensions, materials, and design of Improvements located or to be located on any Lot, the time within which such Improvements must be completed, the contents of submitted plans and specifications, and such other information as may be required in order to evidence compliance with and obtain approval pursuant to this Section.

(e) **Right of Inspection.** The ACC, and its agents and representatives, shall have the right to enter upon and inspect any Lot at any time before, during or after completion of any work for which approval is required hereunder for the purpose of ascertaining whether the installation, construction, alteration or maintenance or the use of the Lot is in compliance with the provisions of this Declaration; and no such person or entity shall be deemed to have committed a trespass or wrongful act by reason of such entry or inspection. Except in cases of emergency, the ACC shall provide at least twenty-four (24) hours' written notice prior to exercising its inspection rights afforded hereinabove.

(f) **Effect of Approval.** No approval of plans and specifications and no publication of the Design Standards pursuant to the terms of this Declaration shall be construed as representing or implying that such plans, specifications and Design Standards will, if followed, result in properly designed improvements. Such approval or Design Standards shall in no event be construed as representing or guaranteeing that any Improvement built in accordance therewith will be built in a good and/or workmanlike manner. The Association, the Board and the ACC shall not be responsible or liable for (i) any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this Declaration; (ii) any loss or damages to any person arising out of the approval or disapproval of, or the failure to act upon, any plans and specifications; or (iii) any loss or damage arising from the noncompliance of such plans and specifications with any governmental or administrative regulations, or any defects in construction undertaken pursuant to such plans and specifications. Every Person who submits plans and specifications and every Owner

expressly releases the Association, the Board and the ACC from any and all such claims and covenants and agrees not to bring a lawsuit or other action against the Association, the Board or the ACC to recover damages or any other relief with respect to any such claims.

(g) **Fees.** The ACC, subject to Board approval, may establish, impose and collect a reasonable and appropriate fee to cover the costs of its review and inspection pursuant to this Section, which costs shall include but not be limited to the compensation of any consulting architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof. The amount of such fee shall be established from time to time by the Board of Directors or the ACC. Additionally, the ACC, subject to Board approval, may require placement of a deposit or bond by an applicant to insure compliance with this Declaration and the Design Standards and to cover any expenses or damages caused by construction or improvement activities required to be approved by it.

(h) **Correction of Non-Compliance.** Upon notification by the ACC of any non-compliance with the requirements of this Section or Section 8 hereof, the Owner shall at that time immediately discontinue working, building, installing or erecting any phase or portion of the Improvement until written approval to continue has been given by the ACC. The ACC shall be entitled in all cases to enjoin further construction and to require, at the full cost and expense of the violating Owner, the removal or correction of any work, structure or Improvement in place which does not comply with the approved plans and specifications. In addition to and not in limitation of the foregoing, the Association, acting through the Board or the ACC, shall have all of the powers and remedies set forth in Section 14 hereof to enforce compliance with this Section and the other provisions of this Declaration.

8. **Use Restrictions.** To provide harmony among the Owners and thereby protect the value of the Lots within the Community, all portions of the Property shall be subject to the restrictions set forth in this Section and to such Rules and Regulations as may be adopted from time to time by the Board. Such Rules and Regulations shall be in addition to and may expand upon or add to the Use Restrictions set forth in this Section.

(a) **Residential Use.** The Lots within Secret Cove shall be and are restricted exclusively to single-family residential use and no trade or business of any kind may be conducted in or from a Lot or any part of the Community either as a primary or accessory use of either the Lot or any portion of the Community; provided, however, an Owner or occupant may conduct such business activities within a dwelling located thereon so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the dwelling; (b) the business activity does not regularly involve persons or vehicles coming into the Community who do not reside in the Community; (c) the business activity does not involve having any tools of a particular trade stored or placed in any area which can be seen from the street; (d) the business activity conforms to all zoning requirements for the Property; (e) the business activity is consistent with the residential character of the Property; (f) the business activity does not require use of Common Property utilities; and (g) the business activity does not constitute a nuisance or a hazardous or offensive use, as may be determined in the sole discretion of the Board of Directors.

(b) **Nuisances.** No unlawful, noxious or offensive activity shall be undertaken on any Lot or on the Common Property; nor shall anything be done therein or thereon which constitutes a nuisance, or causes unreasonable noise or disturbance to others; nor shall any substance, thing or material be kept on or within any Lot that emits foul or obnoxious odors or that causes any noise or other condition that would or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. Without limiting the generality of the foregoing, no horn, whistle, siren, bell, amplifier or sound devices or any outside speaker system, except for devices as may be exclusively used for security purposes, which are deemed offensive by the Board of Directors of the Association, shall be located, installed or maintained upon the exterior of any dwelling unless required by law. Any siren or device for security purposes shall contain a device which causes it to automatically shut off within a reasonable time after sounding. No unclean, unhealthy, unsightly or unkempt condition shall exist or be maintained on any Lot within the Property. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of an Owner's Lot. Any items such as outside patio furniture or other articles that can be viewed from other Lots or the Common Property shall be maintained in a neat and attractive condition as determined by the Board.

(c) **Unsightly or Unkempt Conditions.** The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions may not be pursued or undertaken within the Community, except within an enclosed garage or as otherwise expressly authorized by the Association via its Rules and Regulations.

(d) **Vehicles and Parking.** The term “vehicles,” as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, automobiles and limousines. Vehicles shall not be parked on the Common Property, except as permitted by the Board or the Rules and Regulations. Vehicles shall not be parked on a Lot, except in the driveway or garage. Vehicles shall not be parked on any subdivision street except as expressly permitted by the Rules and Regulations of the Association. All parking shall be subject to such Rules and Regulations as the Board may adopt. Disabled vehicles, stored vehicles, boats, trailers, campers, buses, trucks (except pick-up trucks and sport utility vehicles), and recreational vehicles (for example, without limitation, RVs and motorhomes) are prohibited from being parked in the Community, except as permitted or authorized by the Rules and Regulations. One (1) commercial vehicle may be parked on the driveway of a Lot, provided such commercial vehicle is actively used by the Owner or Occupant, and is kept in good repair and in proper working order. For purposes hereof, a “commercial vehicle” shall mean any vehicle with commercial writing on their exteriors, vehicles which contain trade equipment, inventory or supplies visible from the exterior of the vehicle and other such vehicles (as determined by the Board in its sole discretion). A vehicle shall be considered “disabled” if it does not have a current license tag or is inoperable. A vehicle shall be considered “stored” if it remains in the Community without being moved for two (2) consecutive weeks or longer, without the prior written permission of the Board. In addition to the above, no vehicle may be parked in a fire lane, or in a manner where it is blocking another vehicle or access to another Owner’s or Occupant’s Lot, is obstructing the flow of traffic, is parked in any unpaved area, or otherwise creates a hazardous condition.

Notwithstanding the provisions of the foregoing paragraph, an Owner may apply to

the Board for approval to keep one (1), but not more than one (1), boat, recreational vehicle, ATV, small trailer or other vehicle on the Owner's Lot in a location that is not visible from the street. The Board shall have the authority to approve or disapprove any such request in its sole discretion. If approval is granted, it shall be subject to whatever conditions may be specified by the Board.

If any vehicle is parked on any portion of the Common Property in violation of this Section or in violation of the Association's Rules and Regulations, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of the person or entity which will do the towing and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed in accordance with the notice, without further notice to the Owner or user of the vehicle. If a vehicle is towed in accordance with this Section, neither the Association nor any director, officer or agent of the Association shall be liable to any person for any claim of damage or otherwise as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board of Directors may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

(e) **Vehicular Traffic.** All vehicular traffic on the streets and roads in the Community shall be subject to the provisions of the laws of the State of Georgia and Gwinnett County concerning the operation of motor vehicles on public streets. The Association is hereby authorized to promulgate, administer, and enforce reasonable Rules and Regulations governing vehicular and pedestrian traffic within the Community, including reasonable safety measures and speed limits and including modifications of those in force on public streets. The Association shall be entitled to enforce the same by establishing such enforcement procedures as it deems appropriate, including levying fines for violations thereof. In the event of a conflict between such provisions of the laws of the State of Georgia, Gwinnett County, and such Rules and Regulations promulgated by the Association, the Rules and Regulations of the Association shall govern.

(f) **Animals and Pets.** Owners and Occupants shall strictly comply with all governmental laws and ordinances with respect to keeping and maintaining animals and pets within a Lot. The Board of Directors may prohibit from the Property animals which are determined by the Board to be dangerous and detrimental to the health, safety or welfare of the Owners. The Board of Directors shall have the power and authority to determine, in its sole and absolute discretion, whether, for the purposes of this Section, an animal endangers the health or unreasonably disturbs the Owner of any Lot or any Occupant thereof. No animal or pet shall be permitted to leave droppings on any portion of the Community and the Owner of such pet shall immediately remove the same. The Board of Directors shall have the right to fine the Owner or Occupant of a Lot for any violations of the foregoing pet restrictions. Any Lot Owner shall be liable to the Association for the cost of cleanup or repair of any damage to the Common Property caused by the pet of such Owner or occupant, and the same shall be added to and become a part of the portion of any assessment next coming due to which such Lot Owner is subject.

(g) **Signs.** No sign of any kind shall be erected by an Owner or Occupant within the Community without the prior written consent of the Board except: (a) one (1) professional security sign consistent with the Community-Wide Standard not to exceed six inches (6") by six

inches (6”) in size displayed on a Lot; (b) such signs as may be required by legal proceedings; and (c) such other signage expressly permitted via the Association’s Rules and Regulations or Design Standards. In addition, in connection with a bona-fide offer to sell or lease a Lot, one (1) professionally lettered “For Sale” or “For Rent” sign may be displayed on a Lot; provided, however, that such signs must be consistent with the Community-Wide Standard and must comply in all respects with such specifications and requirements as may be published from time to time by the Board. Any other type of “For Sale” or “For Rent” sign shall not be permitted in the Community without the prior written approval of the Board. The Board shall have the right to erect any reasonable and appropriate signs.

(h) **Occupants Bound.** All provisions of the Declaration and of any Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants of any Lot even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants.

(i) **Antennas and Satellite Dishes and Similar Equipment.** Except as provided below, no satellite dish, antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained on any portion of the Property, including the Lots; provided, however, the Association shall have the right to erect, construct and maintain such devices. The following shall apply to all Owners:

(i) No transmission antenna, of any kind, may be erected anywhere on the Property, including the Lots, without the written approval of the Board.

(ii) No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) antenna larger than one meter in diameter shall be placed, allowed or maintained upon the Property, including the Lots.

(iii) Subject to the last sentence of this Subsection 8(j), DBS and MMDS satellite dishes or antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the Rules and Regulations of the Association, and only if and to the extent such rules mandate that such dishes or antennas be allowed, both as may be amended from time to time. In such event, to the extent permissible under the FCC rules and regulations, (A) such satellite dishes and antennas shall not be located on the front or side of any Lot, (B) such satellite dishes and antennas shall not be located in the front yard or side yard of any Lot, and (C) such satellite dishes and antennas shall be located in a place shielded from view from the street and from other Lots. To the extent that any of the foregoing subparagraphs (A) through (C) is not permitted under the FCC rules and regulations, the remaining portion of this Subsection (i) shall survive independently to the extent permissible under the FCC rules and regulations.

In the event of a transfer of a Lot that includes a satellite dish or antenna, the grantee shall assume all responsibility for the satellite dish or antenna and shall comply with this Declaration, the Bylaws and the Rules and Regulations regarding satellite dishes and antennas.

(j) **Tree Removal.** No trees of six (6) inches or more in diameter at a height of four (4) feet or other significant vegetation shall be removed without the express prior written consent of the ACC or the Board. Notwithstanding the foregoing, any tree which is dead, diseased or otherwise poses a hazard to life or property, as determined by a licensed arborist, must be immediately removed and shall not require the prior written consent of the Association.

(k) **Lighting.** No additional exterior lighting shall be installed on a Lot and no changes to existing exterior lighting shall be made without the prior written consent of the ACC or the Board, or as otherwise permitted by the Association's Design Standards. Notwithstanding the foregoing, seasonal decorative lights may be displayed subject to any restrictions contained in the Rules and Regulations.

(l) **Drainage.** Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant of any Lot may obstruct or re-channel the drainage flows of drainage swales, storm sewers or storm drains. The Association shall have a perpetual easement across the Property for the purpose of altering drainage and water flow. Rights exercised pursuant to such easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

(m) **Sight Distance.** All Lots shall be landscaped so as to permit safe sight across the street corners and driveways. No fence, wall, hedge, tree, shrub planting or any other object shall be placed or permitted to remain on a Lot where it would create a traffic or sight problem.

(n) **Clotheslines, Garbage Cans, Woodpiles, Trash Etc.** All clotheslines, woodpiles, and other similar items shall be located or screened so as to be concealed from view of the street. Trash, garbage, or other waste shall be kept in sanitary containers located on the rear or side of the dwelling so as to be concealed from view of the street. All rubbish, trash and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon. No garbage or trash shall be placed on the Common Property, temporarily or otherwise, except as provided herein.

(o) **Lots and Subdivision of Lots.** Lots will have well planned and well executed landscaping, with a permanent front lawn of Zoysia or Bermuda sod and sufficient foundation shrubbery planting to give an attractive and finished appearance. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the ACC or the Board.

(p) **Fireworks.** The discharge of fireworks is permitted within the Community, in accordance with applicable state laws and local ordinances. The term "fireworks" shall include, but not be limited to, those items listed in O.C.G.A. § 25-10-1, as amended.

(q) **Solar Devices.** No artificial or man-made device which is designed or used for collection of or heating by solar energy or other similar purposes shall be placed, allowed or maintained upon any portion of the Community, including any Lot, without the prior written consent

of the ACC or the Board.

(r) **Fences.** No fence or fencing type barrier of any kind shall be placed, erected, allowed or maintained upon any portion of the Community without the prior written consent of the ACC or the Board. The ACC or the Board may issue guidelines detailing acceptable fence styles or other specifications, but in no event may a chain link fence be approved by the Association. No fences shall extend nearer to the street on which the Lot fronts than the rear of the dwelling located on such Lot.

(s) **Exterior Colors.** Owners shall not paint or otherwise alter the exterior color of any Lot or Improvements thereon without the prior written consent of the ACC or the Board.

(t) **Mailboxes.** All mailboxes and mailbox posts shall be of such type and color as may be approved in writing by the Board.

(u) **Window Coverings.** All shades, drapery linings and other window treatments visible from the front of the Lot or from the street shall be white, off-white or of a neutral color, unless otherwise approved by the Board. No foil or other reflective material shall be used on any windows for sunscreens, blinds, shades or any other purpose.

(v) **Garage Sales.** No garage sale, yard sale, flea market or similar activity shall be conducted in the Community without the prior written consent of the Board, and provided all necessary permits are obtained as required by any governmental laws or ordinances. Any such activities permitted by the Board shall be subject to all reasonable conditions imposed by the Board. Garage sales may only be conducted on Friday, Saturday or Sunday; and no Owner or Occupant may hold more than three (3) garage sales within any twelve (12) month period.

(w) **Detached and Temporary Structures.** No detached structure or structure of a temporary character, including, without limitation, any trailer, shack, garage, or other building, shall be placed, erected, allowed or maintained by an Owner or Occupant within the Community without the prior written consent of the Board or the ACC. This restriction is not intended to prevent camping tents, party tents, or party awnings which are erected for a period of less than forty-eight (48) hours.

(x) **Entry Features and Street Signs.** Owners shall not alter, remove or add improvements to any entry features or street signs constructed within the Community, or any part of any easement area associated therewith, without the prior written consent of the Board or the ACC.

(y) **Use of Common Property.** There shall be no obstruction of the Common Property nor shall anything be kept, parked or stored on any part of the Common Property without the prior written consent of the Board. The Association has the right to charge fees for the actual use of any recreational facility which is a part of the Common Property.

(z) **Flags.** No flags may be displayed on any Lot without the prior written approval of the ACC or except as permitted by the Design Standards; provided, however, no such approval shall be required to display the flag of the United States of America on a Lot in accordance

with the provisions of the U.S. Flag Code (36 U.S.C. 173-178). The Board of Directors of the Association may promulgate reasonable rules and regulations with respect to the display of flags in the Community, including, without limitation, regulating the size of flags that may be displayed and imposing reasonable time, place and manner restrictions pertaining to the display of the flag of the United States of America; provided, however, the Association shall not enact any rule or regulation which has the effect of prohibiting any Owner from displaying the flag of the United States of America on a Lot in the Community in contravention of the Freedom to Display the American Flag Act of 2005, as may be amended from time to time.

(aa) **Transient Use**. No Lot shall be used as a hotel, boarding house, flop house, crash pad or for any other short term or transient use or purpose. Without limiting the generality of the foregoing, no Lot may be occupied pursuant to any short term or transient occupancy arrangement, including, but not limited to, arrangements through Airbnb, HomeAway.com, VBRO and other similar service providers.

(bb) **Window Air Conditioners**. No air conditioner shall be installed in any window of any building located on the front of a dwelling on a Lot, nor shall any air conditioner be installed on any building located on any Lot, except as authorized by the ACC.

(cc) **Sewage Disposal**. No individual sewage disposal system shall be permitted on any Lot.

9. **Leasing**. In order to protect the equity of the individual Owners in the Community, to carry out the purpose for which the Community was formed by preserving the character of the Community as a residential community of predominantly owner-occupied homes and by preventing the Community from assuming the character of a renter-occupied subdivision, and to comply with the eligibility requirements for financing in the secondary mortgage market insofar as such criteria provide that the project be substantially owner-occupied, leasing of Lots shall be governed by the restrictions imposed by this Section. No leasing of Lots is permitted except as provided herein.

(a) **Definition of Leasing**. “Leasing” means the regular, exclusive occupancy of a Lot by any person(s) other than: (1) the Owner or a parent, child or spouse of an Owner, which relationship shall be demonstrated to the Board on request by providing a copy of a birth certificate or similar document satisfactory to the Board; or (2) a roommate of any of the above who also occupies the Lot as his or her primary residence. A Lot may be considered to be leased hereunder even if no rent is paid to the Owner. Lease-purchase agreements or leases with an option to purchase, house sitting arrangements and renting, or allowing occupancy of a Lot via Airbnb or similar short-term rental websites or services are also considered to be leases hereunder, unless otherwise permitted in writing by the Board of Directors.

(b) **Authorized Leasing**. Owners may lease their Lots only if they have obtained either a Leasing Permit or a Hardship Leasing Permit from the Association. The Leasing Permit is not intended as a way for the Association to approve or disapprove a particular tenant or occupant, but a method to ensure that all leasing of Lots is strictly in compliance with the conditions and requirements specified in this Section. These conditions and requirements are of utmost

importance in maintaining the high quality of the Community. No transient tenants or Occupants shall be accommodated in a Lot.

(c) **Leasing Permits.**

(i) **Grandfathered Owners.** Those Owners who are lawfully leasing their Lots in accordance with the Declaration on the date this Amendment is recorded in the Gwinnett County, Georgia land records (the “Effective Date”), comply with the terms of this Section, and, within thirty (30) days of the Effective Date, provide the Board with a copy of their lease agreement in effect on the Effective Date (“Grandfathered Owners”), will be issued a Leasing Permit even if this results in Leasing Permits being issued in excess of the Leasing Cap (as defined below). Notwithstanding the foregoing, if a Grandfathered Owner or his/her tenant are issued more than three (3) citations for violations of the Declaration, Bylaws, or Rules and Regulations of the Association in any twelve (12) month period or becomes more than sixty (60) days delinquent in the payment of any assessment or charge owed to the Association, the Board may revoke such Grandfathered Owner’s Leasing Permit upon expiration of the Grandfathered Owner’s then current lease agreement.

(ii) **Other Owners.** After the thirty (30) day period referred to in Subsection (c)(i) above, Owners who are not Grandfathered Owners may apply for a Leasing Permit. Upon receipt of an Owner’s application, the Board of Directors shall issue a Leasing Permit to the Owner, if the total number of outstanding Leasing Permits within the Community has been issued to less than ten (10) Lots (the “Leasing Cap”). In addition, to be eligible for a Leasing Permit, such Owner must have occupied the Lot as his or her primary and principal residence for a total of at least one (1) full year prior to the Owner’s request for a Leasing Permit. Owners who have been denied a Leasing Permit due to the Leasing Cap shall be placed on a waiting list to be issued a Leasing Permit, if they so desire, when a Leasing Permit becomes available. The issuance of a Hardship Leasing Permit to an Owner shall not cause the Owner to be removed from the waiting list for a Leasing Permit. The Board may refuse to issue any Leasing Permit or Hardship Leasing Permit if the Owner is shown on the Association’s books and records to be delinquent in any assessment or charge owed to the Association or if the Owner is in violation of the Declaration, Bylaws or rules and regulations of the Association (the “Governing Documents”). Leasing Permits shall be valid only as to a specific Owner and Lot and shall not be transferable between either Owners or Lots.

(d) **Hardship Leasing Permits.** If an Owner wishes to lease and does not satisfy the conditions and requirements for leasing under this Section, and the inability to lease will result in an undue hardship to the Owner, then the Owner may apply to the Board for a Hardship Leasing Permit, for a term not to exceed one (1) year or as otherwise approved by the Board. The Board has sole discretion whether to grant a Hardship Leasing Permit, and the existence of a hardship does not guarantee that an Owner is entitled to or will receive a Hardship Leasing Permit; such Permit is discretionary.

(e) **Revocation of Permits.** Leasing Permits and Hardship Leasing Permits are automatically revoked upon the sale or transfer of the Lot to a third party (excluding sales or transfers to an Owner’s spouse). Leasing Permits are also automatically revoked if (i) the Owner

moves back into the Lot, (ii) the Lot is not leased as provided herein within 120 days of the issuance of the Leasing Permit, or (iii) after the initial lease thereof, the Lot at any time thereafter is not leased in a bona fide, arm's length transaction for a period of 120 consecutive days.

The Board also may revoke any Leasing Permit or Hardship Leasing Permit if the Owner is shown on the Association's books and records to be more than sixty (60) days past due in any assessment or charge owed to the Association or if the Owner and/or the occupant or any guest of the Owner or occupant violates the Governing Documents or any applicable laws or ordinances.

(f) **General Leasing Provisions.** Lots may be leased only in accordance and compliance with Gwinnett County zoning ordinances. There shall be no subleasing of Lots or assignment of leases without prior written Board approval. All leases must be for an initial term of one (1) year, except with written Board approval. All leases shall be in writing. All leases executed, modified, renewed or extended after the Effective Date of this Amendment must include the Addendum to Lease attached hereto as Exhibit "A" and by this reference made a part hereof. The Addendum must be attached to each Lease and must be signed by the Owner and the tenants.

At least seven (7) days before entering into a lease of any Lot, the Owner shall provide the Board with a copy of the proposed lease (including the required Addendum to Lease). In the event the Lease is not in compliance with the Declaration or any rule or regulation of the Association, the Board shall notify the Owner of the requisite action(s) needed to bring it into compliance. The Owner shall, within seven (7) days after executing the lease and within seven (7) days of any request by the Board during the term of the lease, provide the Board with (i) a copy of the executed lease; (ii) the names, phone numbers, email addresses, work locations and work phone numbers of all of the tenants under the lease; (iii) the Owner's phone number, email address, work location, work phone number and physical street address to be occupied by the Owner when the Lot is leased; (iv) evidence sufficient to the Board, in its sole opinion, (which may include an affidavit of the Owner similar to the form Affidavit attached hereto as Exhibit "C" and by this reference made a part hereof) that the Owner has obtained a credit report on each lessee from a nationally recognized credit reporting agency and conducted a criminal background check on each lessee; and (e) such other information as may be required by the Board (items (a)-(e) to be referred to as the "Required Lease Information"). Failure of the Owner to timely provide the Required Lease Information shall deem the lease invalid and shall be sufficient grounds for the Board to prohibit occupancy of the Unit by the designated lessee. In addition, and not in lieu of the foregoing, if an Owner fails to provide the Association with the required documents and information as provided herein, or otherwise leases a Lot in violation of this Section, the Association may fine the Owner an initial fine, plus additional daily fines for continued violation of these provisions. Owner agrees to be jointly and severally liable with Owner's tenants for payment of all fines and other charges which become due as a consequence of such tenant's activities, including, but not limited to, activities which violate provisions of the Association's governing documents.

The Owner must provide, at Owner's sole expense, to the lessee copies of the Governing Documents. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to

confirming the submission of the Required Lease Information and the form of the proposed lease. If any of the information regarding the occupants required above, or other information regarding occupancy of the Lot, changes during the term of any leasing of the Lot, the Owner and occupants shall update and notify the Board in writing of such changes within 30 days of the date of such change. The provisions of the Lease Terms Exhibit attached hereto as Exhibit “D” and incorporated herein by reference are incorporated into each lease of any Lot executed, modified, renewed or extended after the Effective Date of this Amendment, whether or not expressly stated therein, and into the terms of any tenancy or occupancy of a Lot even if no written lease or agreement exists between the Owner and the occupant. The Board may, by adoption of regulations, require that additional provisions be incorporated into the terms of any lease within the Community.

(g) **Short-Term Rentals**. The short-term leasing of Lots and other arrangements for short term occupancy of Lots through Airbnb, VRBO, HomeAway.com, and other similar service providers is prohibited within the Community. The listing, marketing or advertising of a Lot or any portion thereof for short term leasing or occupancy on Airbnb, VRBO, HomeAway.com or any similar website or publication is also expressly prohibited. These restrictions apply whether or not the Lot Owner will reside in the Lot during the term of the lease or other occupancy arrangement. For purposes of this provision, “short-term” means for a period of less than one (1) year.

(h) **Occupancy of a Lot Owned by Entity Owner or Minority Interest Co-Owner**. If an Owner of a Lot is a corporation, limited liability company, partnership, trust or other legal entity not being a natural person (hereinafter, an “Entity Owner”), the Entity Owner shall designate in writing to the Board the name(s) of the Person(s) who will occupy the Lot. If an Owner of a Lot is comprised of more than one (1) person holding undivided percentage interests (hereinafter, a “Co-Owned Lot Owner”) the Co-Owned Lot Owner shall designate in writing to the Board the name(s) of the Person(s) who will occupy the Lot.

Neither an Entity Owner nor a Co-Owned Lot Owner may change the designated Person(s) to occupy the Lot more frequently than once every twelve (12) months, without the express written consent of the Board as determined in the Board’s sole discretion. At least ten (10) days prior to the initial occupancy or any change in occupancy of a Lot owned by an Entity Owner or a Co-Owned Lot Owner, the Entity Owner or Co-Owned Lot Owner shall provide the Board with the name, address and telephone number of the proposed designated occupant. Additionally, an Entity Owner or Co-Owned Lot Owner shall also provide the following:

(i) **Designated Occupant as Tenant** – If the Entity Owner or Co-Owned Lot Owner has been issued and maintains a valid Leasing Permit from the Association, and the designated occupant is a tenant of the Entity Owner or the Co-Owned Lot Owner, in addition to providing the name, address and telephone number of said designated occupant, the Entity Owner or the Co-Owned Lot Owner shall also provide a copy of the Lease as required hereinabove.

(ii) **Designated Occupant as Owner-Occupant** – If an Entity Owner does not have a valid Leasing Permit issued by the Association, in addition to providing the name, address and telephone number of the designated occupant, the Entity Owner shall also provide the

following documentation sufficient to establish that the occupant should be treated as an Owner-occupant and not a tenant (“Supporting Entity Documentation”):

(A) If the Entity Owner is a corporation, limited liability company (“LLC”) or partnership, documentation showing that the designated occupant is a significant shareholder, LLC member, officer, director, employee, or partner of the Entity Owner; together with documentation or information showing that such relationship is a bona fide preexisting relationship unrelated to the designated occupant’s occupancy of the Lot;

(B) If the Entity Owner is a trust, documentation reasonably satisfactory to the Board that the designated occupant is a trustee or beneficiary of the trust together with proof that such relationship is a bona fide preexisting relationship unrelated to the designated occupant’s occupancy of the Lot; and

(C) As appropriate, articles of incorporation, bylaws, certificates of incorporation, shareholders agreement, operating agreement, or trust instrument pertinent to the Entity Owner.

If a Co-Owned Lot Owner does not have a valid Leasing Permit issued by the Association, in addition to providing the name, address and telephone number of the designated occupant, the Co-Owned Lot Owner shall also provide the documentation provided for in this Section 9(h)(ii)(A)-(C) sufficient to establish that the occupant should be treated as an Owner-occupant and not a tenant (“Supporting Co-Owner Documentation”) (Supporting Entity Documentation and Supporting Co-Owner Documentation to be collectively referred to as “Supporting Documentation”).

(iii) **Prohibition of Occupancy** Failure to provide the required Supporting Documentation shall be sufficient grounds for the Board to prohibit occupancy of the Lot by the designated occupant as an owner occupant. Notwithstanding anything contained herein to the contrary, the Board may prohibit occupancy of the Lot by a Person designated for occupancy by the Entity Owner or a Co-Owned Lot Owner as an owner occupant Lot if the Board determines, in its sole discretion, that the occupancy arrangement is in substance a lease and was created for the purpose of circumventing the leasing restrictions set forth in this Section. In any such case, the Board may seek to enforce the leasing restrictions against the Entity Owner or the Co-Owned Lot Owner. Factors that may be considered by the Board in making such a determination and choosing whether or not to enforce the leasing restrictions against an Entity Owner or a Co-Owned Lot Owner include, without limitation, the following:

- (A) whether the Lot has been advertised as a rental Lot;
- (B) whether a lease or other occupancy agreement has been signed;
- (C) whether rent or other consideration is being paid by the occupant(s);

(D) when the relationship between the Entity Owner or the Co-Owned Lot Owner and the “designated occupant” was created and whether it would exist independent of the “designated occupant’s” occupancy of the Lot;

(E) the date on which the Lot was acquired by or transferred to the Entity Owner or the Co-Owned Lot Owner;

(F) if the Entity Owner is of a type usually formed for the purpose of doing business, whether that Entity Owner actually conducts business;

(G) whether the Entity Owner or any of the persons that own a part of the Co-Owned Lot Owner own other residential properties;

(H) whether the Entity Owner was created for estate planning purpose; and

(I) the date on which the designated occupant who owns a part of the Co-Owned Lot acquired its interest in the Co-Owned Lots.

(i) **Leasing Administration Fee.** The Association has the right, but not the obligation, to assess the Owner of a Lot which is being leased an annual leasing administration fee (the “Leasing Administration Fee”). The Leasing Administration Fee shall be due and payable on the date on which the approved Leasing Permit or Hardship Leasing Permit was granted. For all Grandfathered Leasing Permits, the Leasing Administration Fee shall be due and payable on the Effective Date, and on each subsequent anniversary date thereof. The Leasing Administration Fee, if any, shall be established by the Board of Directors via resolution and may be reviewed and increased, from time to time, in the Board’s sole discretion.

10. **Maintenance.**

(a) **Association Responsibility.** The Association shall maintain and keep in good repair the Area of Common Responsibility and all landscaping and improvements located thereon. The Association shall maintain all entry features for the Community and shall maintain and keep in good operating condition and repair all stormwater retention facilities located within the Common Property. The Association shall have the right, but not the obligation, to maintain property not owned by the Association where the Board has determined that such maintenance would benefit Owners and/or the Development. The foregoing maintenance shall be performed consistent with the Community-Wide Standard. Notwithstanding any provision contained herein to the contrary, the Association shall not be liable for any injury or damage to any person or property (i) caused by the elements; (ii) caused by any Owner or the family, guests or invitees of any Owner; (iii) resulting from any rain or other surface water which may leak or flow from any portion of the Common Property; or (iv) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to the Owner for any loss or damage, by theft or otherwise, of any property of such Owner or the family, guests or invitees of such Owner which may be stored in or upon any portion of the Common Property or any portion of the Property. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged

failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or governmental authority, the obligation to pay each such assessment being a separate and independent covenant on the part of the Owner.

(b) **Owner's Responsibility.** Each Lot Owner shall maintain and keep in good repair his or her Lot and all dwellings and other Improvements located thereon except to the extent said maintenance responsibility is expressly assigned to the Association by this Declaration. Each Lot Owner's responsibility shall include, without limitation, the responsibility (i) to maintain the exterior of all buildings and other Improvements located on the Lot in a neat, clean and attractive condition; (ii) to regularly water, treat with appropriate chemical applications, and mow, cut or prune all turf, trees, shrubbery and other landscaping or vegetation located on the Lot; (iii) to regularly remove from the Lot all trash, debris, dead trees, or trees which, in the opinion of the Board or the ACC, create a hazardous condition; and (iv) to otherwise maintain the Lot in a neat, clean and attractive condition. Except as otherwise provided in Section 10(a) above, the maintenance required hereunder shall extend to the curbing of the street bordering such Lot, regardless of the boundary of such Lot. The foregoing maintenance shall be performed consistent with the Community-Wide Standard. In the event the Board of Directors or the ACC determines that any Owner has failed and refused to discharge properly his or her obligations with regard to the maintenance, repair or replacement of items for which he or she is responsible hereunder, the Association and its agents and representatives may, upon ten (10) days written notice to the Owner thereof, enter upon any Lot for the purpose of causing any weeds, grass, trees or landscaping to be cut, pruned or removed, or for the purpose of removing garbage or trash, or for the purpose of performing such exterior maintenance as the Board, in the exercise of its sole discretion, deems necessary or advisable. Such Owner shall be personally liable to the Association for all direct and indirect costs of such maintenance, which costs shall be added to and become part of the assessment to which the Lot is subject. If a violation continues or is repeated after written notice is given pursuant to this paragraph, no additional notice shall be required prior to exercising the right of abatement provided for herein.

(c) **Additional Maintenance.** In addition to the foregoing, the Association may do anything necessary to secure compliance with this Declaration so as to place said Lot in a neat, attractive, healthy and sanitary condition and the charges incurred for securing such compliance, including the performance of exterior maintenance, and the cutting, trimming, pruning, or removal of leaves, grass, landscaping, trees or such garbage, trash, or rubbish as may be removed, may be charged to the Owner or occupant of such Lot. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the Lot to pay such costs and any such costs which remain unpaid shall be added to and become a part of the assessment to which such party is subject and shall become a lien against the Lot of such party collectible as an assessment pursuant to Section 5 hereof.

11. Insurance and Casualty Losses.

(a) **Insurance.** The Association's Board of Directors shall have the authority to obtain and shall obtain insurance for all of the insurable improvements on the Common Property against loss or damage by fire or other hazards, vandalism and malicious mischief. This insurance

should be in an amount sufficient to cover the full cost of any repair or reconstruction of the insurable improvements on the Common Property in the event of damage or destruction from any such hazard. The Board shall obtain a public liability policy applicable to the Common Property covering the Association, its officers, directors, agents and employees. The public liability insurance shall have coverage in the amount of at least One Million Dollars (\$1,000,000.00) per occurrence for bodily injury or property damage and Two Million Dollars (\$2,000,000.00) of aggregate coverage. The cost of all such insurance coverage shall be a part of the Common Expenses of the Association. Each insurance policy may contain a reasonable deductible, which shall be paid by the Association.

All such insurance coverage obtained by the Association shall be written in the name of the Association. The Board shall use reasonable efforts to obtain policies written by a company licensed to do business in Georgia, having at least an "A" rating as established by A.M. Best Company, Inc. or the most nearly equivalent rating. All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement, if reasonably available. The Board of Directors shall use reasonable efforts to secure insurance policies that provide a waiver of subrogation by the insurer as to any claims against the Board of Directors, the Owners and their respective family, tenants, guests, invitees, licensees, and agents and a waiver of the insurer's right to cancel without first giving thirty (30) days prior written notice of such cancellation to the Association.

In addition to other insurance required by this Section, the Board shall obtain, as a Common Expense, workers compensation insurance, if and to the extent required by law, and a fidelity policy or bond on officers, directors, employees and other persons handling or responsible for the Association's funds. The Association shall also obtain directors and officer's liability insurance. The amount of all such coverages shall be determined by the Board of Directors, using its best business judgment.

(b) **Disbursement of Proceeds.** Proceeds of insurance policies shall be disbursed in payment of any repair or reconstruction covered by such insurance. Any proceeds remaining after defraying such cost of repair and reconstruction, or in the event no repair or reconstruction is made after making such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association.

(c) **Damage and Destruction.** Immediately after any damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Property. "Repair" or "reconstruction," as used in this Section, means repairing or restoring the Property to substantially the same condition in which it existed prior to the fire or other casualty. Any damage or destruction to the Common Property shall be repaired or reconstructed unless two-thirds (2/3) of the Owners shall decide within sixty (60) days after the casualty not to repair or reconstruct. If reliable and detailed estimates of the cost of the repair or reconstruction or if the amount of insurance proceeds available as a result of such damage or destruction is not available within such sixty (60) day period, then the period shall be extended until such information shall be made available; provided, however, that such extension shall not exceed beyond sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

(d) **Repair and Reconstruction.**

(i) In the event that it should be determined in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected Property shall be restored to its natural state and maintained as an undeveloped portion of the Property by its respective Owner or Owners in a neat and attractive condition.

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

(e) **Lot Owner's Responsibility.** By virtue of taking title to a Lot, each Owner of a Lot covenants and agrees with all other Owners and with the Association to carry all risk casualty insurance in an amount sufficient to cover the full replacement cost of all Improvements on the Lot. Each Owner further covenants and agrees that any damage or destruction by fire or other casualty to all or any portion of any Improvement on a Lot shall be repaired by the Owner thereof within ninety (90) days after such damage or destruction or, where repairs cannot be completed within ninety (90) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all Improvements on the Lot and remove all debris therefrom within ninety (90) days after such damage or destruction. In the event of noncompliance with this provision, the Board of Directors shall have all enforcement powers specified in Section 14 of this Declaration.

12. **Condemnation.** Whenever all or any part of the Common Property shall be taken (or conveyed in lieu of and under threat of condemnation) by any authority having the power of condemnation or eminent domain, the award of such taking shall be payable to the Association, and shall be used for such purposes as the Board of Directors shall reasonably determine. If the taking or conveyance in lieu thereof includes all or any portion of a Lot and also includes any part of the Common Property, any court of competent jurisdiction shall apportion such award or proceeds and such award of proceeds shall be disbursed to the Association and the Owners so affected so as to give just compensation to the Owners of any Lot; provided, however, such apportionment may instead be resolved by the agreement of the Board of Directors and the Owners of all Lots wholly or partially taken or sold, together with the Mortgagees for each such Lot, if required. The provisions of Section 11(d) above shall govern replacement or restoration and the actions to be taken that the improvements are not replaced or restored.

13. **Amendments.**

(a) **By the Owners.** Subject to the provisions of Subsection (b) below, all

amendments to this Declaration shall require the approval of members of the Association holding two-thirds (2/3) of the Total Association Vote. Approval of the Lot Owners to any amendment shall be evidenced by their execution of the amendment or, in the alternative, by the sworn statement of the President, any Vice-President or Secretary of the Association attached to or incorporated in an amendment executed by the Association, stating unequivocally that approval of Lot Owners was lawfully obtained and that all notices required by the Declaration were properly given. Any amendment to this Declaration shall become effective only when recorded in the Gwinnett County, Georgia Records or at such later date as may be specified in the amendment.

(b) **By the Board.** Notwithstanding the foregoing, this Declaration may be amended unilaterally at any time and from time to time by the Board (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith, (b) if such amendment is necessary to enable any reputable title insurance company to issue a title insurance policy with respect to the Lots subject to this Declaration, (c) if such amendment is required by an institutional or governmental lender or purchaser of Mortgage loans, including, without limitation, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgage loans on the Lots subject to this Declaration.

(c) **Actions to Challenge Validity.** Any action to challenge the validity of an amendment adopted under this Section must be brought within one (1) year of the effective date of such amendment. No action to challenge such amendment may be brought after such time.

(d) **Annexation.** Subject to the consent of the owner thereof, upon the affirmative vote of a Majority of the Owners present in person or by proxy at a meeting duly called for such purpose, the Association may annex other real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the office of the Clerk of the Superior Court of Gwinnett County a Supplementary Declaration in respect to the property being annexed. Any such Supplementary Declaration shall be signed by the President and Secretary of the Association, and such annexation shall be effective upon the filing for record of such Supplementary Declaration, unless otherwise provided therein.

14. **Enforcement.**

(a) **Legal Action.** Each Owner and Occupant of a Lot shall comply strictly with this Declaration, the Bylaws, the Design Standards and the Rules and Regulations of the Association, as any of the same may be amended from time to time. Any lack of such compliance shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association or, in any proper case, by one or more aggrieved Owners, on their own behalf or as a class action. Inasmuch as the enforcement of the provisions of this Declaration, the Bylaws, the Design Standards and the Rules and Regulations of the Association is essential for the effectuation of the general plan of the Community and for the protection of present and future Owners, it is hereby declared that any breach thereof cannot be adequately compensated by recovery of damages, and that the

Association, or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or threatened violation or breach.

(b) **Suspension of Rights and Services.** The Association shall have the right to suspend an Owner's voting rights and to suspend an Owner's right to use the Common Property, for any period during which any assessments or other charges owed to the Association remain unpaid, and, for any violation of any provision of this Declaration, the Bylaws, the Design Standards or the Rules and Regulations of the Association, for the duration of the infraction and for an additional period not to exceed thirty (30) days. Without limiting the generality of the foregoing, the Association is expressly authorized to suspend the right of any Owner who is more than thirty (30) days delinquent in the payment of any assessment or charge owed to the Association, and the right of such Owner's family members, tenants, guests, licensees, and invitees to use or operate vehicles on the roads and streets within the Development; provided, however, that pedestrian access to and use of such roads and streets shall be provided at all times.

(c) **Fines.** In the event of any failure to comply strictly with this Declaration, the Bylaws, the Design Standards or the Rules and Regulations of the Association, the Board of Directors may, in addition to exercising the other remedies provided for herein, levy fines against the Owner or Occupant for such failure in an amount which the Board, in its sole discretion, determines to be reasonable under the circumstances. Each day or time a violation is continued or repeated after written notice is given to the Owner or Occupant to cease and desist shall be considered a separate violation. All fines shall be an assessment and a lien against the Lot collectible as provided in Section 5 hereof.

(d) **Self Help.** In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Lot or any portion of the Common Property to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates this Declaration, the Bylaws, the Rules and Regulations or the use restrictions. Unless an emergency situation exists, the Board shall give the violating Lot Owner ten (10) days written notice of its intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after reasonable notice and as otherwise provided herein. All costs of self-help, including reasonable attorney's fees actually incurred, shall be assessed against the violating Lot Owner and shall be collected as provided for herein for the collection of assessments. The term "emergency," as used herein, shall mean a situation which requires immediate action to prevent potential danger or damage to persons or property.

(e) **Costs and Attorney's Fees.** Should the Association employ legal counsel to enforce this Declaration, the Bylaws, the Design Standards or the Rules and Regulations of the Association, all costs incurred in such enforcement, including reasonable attorney's fees actually incurred, shall be paid by the violating Owner and shall be an assessment and a lien against the Lot collectible as provided in Section 5 hereof.

(f) **No Waiver.** No delay, failure or omission on the part of the Association or any aggrieved Owner in exercising any right, power or remedy shall operate as a waiver or bar or otherwise affect its right to exercise or enforce any right, power or remedy provided for herein. No

right of action shall accrue nor shall any action be brought or maintained by anyone whomsoever against the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach of the provisions of this Declaration, the Bylaws, the Design Standards or the Rules and Regulations, however long continued, or for adopting provisions which may be deemed unenforceable.

(g) **Notice of Violation.** The Board shall have the right to record in the appropriate land records a written notice of any violation of the Declaration, the Bylaws, the Design Standards or the Rules and Regulations of the Association and to assess the cost of recording and removing such notices against the Owner who is responsible or whose occupants are responsible for violating the foregoing.

(h) **Fining and Suspension Procedure.** The Board shall not impose a fine, suspend the right to vote or suspend the right to use the Common Property, unless and until the procedure outlined in subsections h(1) and h(2) below are followed; provided, however, such procedure shall not be required if the suspension of the right to vote or the right to use the Common Property is based on the failure to pay when due, any assessment or other charge owed to the Association.

(1) **Notice.** If any provision of the Declaration or Bylaws or any Rule or Regulation of the Association is violated, the Board shall serve the violator with a written notice of violation, which shall state: (i) the nature of the alleged violation and the action(s) necessary to abate the violation; (ii) the proposed sanction to be imposed; (iii) a statement that the violator may challenge the fact of the occurrence of the violation, the proposed sanction, or both; (iv) the name and address of a person to whom to challenge the proposed action; and (v) a statement that the proposed sanction shall be imposed as contained in the notice of violation unless a written notice to challenge the action is received by the Association within ten (10) days of the date of the notice of violation. If a challenge is not made, the sanction shall become effective as provided in the notice of violation. In the event of a continuing violation, each day the violation continues or occurs again after the date of the notice of violation constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

(2) **Hearing.** If the alleged violator timely challenges the proposed action, a hearing before the Board of Directors shall be held in executive session affording the alleged violator a reasonable opportunity to be heard. The hearing shall be set at a reasonable time and day by the Board, and notice of the time, date and place of the hearing and an invitation to attend the hearing shall be sent to the alleged violator. The alleged violator may produce any statements, evidence, and witnesses at the hearing to support the alleged violator's position. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. This Section shall be deemed complied with if a hearing is held and the violator attends and is provided an opportunity to be heard, notwithstanding the fact that the notice requirements contained herein are not technically followed.

15. **General Provisions.**

(a) **Duration.** The provisions of this Declaration shall have perpetual duration

and shall forever run with and bind the Property.

(b) **Variances and Waiver of Restrictions.** So long as permitted by Georgia law, the Board of Directors may waive or otherwise allow and authorize variances from the terms and restrictions hereof.

(c) **Indemnification.** The Association shall indemnify every officer and director against any and all expenses, including counsel fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall not have personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contact or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

(d) **Submission of Property Acquired by Association.** Any property acquired by the Association in accordance with the terms of this Declaration shall, upon recordation of the deed or other instrument conveying title thereto and designating said property as Common Property, be deemed, for all purposes, including, without limitation, taxation, a part of the Common Property subject to this Declaration.

(e) **Mortgagee Provision.** In the event any provision contained in this Declaration is deemed or determined by a court of competent jurisdiction to materially and adversely affect the rights of any Mortgagee, such particular provision shall not apply to any such Mortgagee who does not consent thereto. The invalidity of any provision for the reason stated herein shall in no way affect the validity or application of such provision as to any other person or the validity of the balance of this Declaration and the balance of this Declaration shall remain in full force and effect. In the event a provision of this Declaration is deemed or determined by a court of competent jurisdiction to be unenforceable as to any Mortgagee, the provision of the Original Declaration which was intended to be superseded and substituted by such provision shall automatically apply as to such Mortgagee with full validity, force and effect.

(f) **Rights of Third Parties.** This Declaration shall be recorded for the benefit of the Lot Owners and their Mortgagees as herein provided, and no adjoining property owner or third party shall have any right, title or interest whatsoever in the Community or in the operation or continuation thereof or in the enforcement of any provisions herein, and subject to the rights of and such Mortgagees as herein provided, the Lot Owners shall have the right to cancel, extend, modify, amend or otherwise change the provisions of this Declaration without the consent or approval of any adjoining owner or third party.

(g) **Severability.** Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect the application of such provision to any other person or property or the validity or application of any other provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable. If any modification or elimination by this Declaration of a provision contained in the Declaration is deemed or determined by a court of competent jurisdiction to be unenforceable as to any person or property, the provision in the Declaration modified or eliminated by this Declaration shall automatically apply to such person or property and the validity of the balance of this Declaration shall be unaffected thereby.

(h) **Incorporation by Reference.** All dedications, limitations, restrictions, and reservations shown on the Plats are incorporated herein and made a part hereof as if fully set forth herein and shall be construed as being adopted in each and every contract, deed, or conveyance conveying any of the Properties, whether specifically referred to therein or not.

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

(j) **Gender and Grammar.** The singular wherever used herein shall be construed to mean the plural when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

(k) **Effective Date.** This Declaration shall be effective upon recordation in the Gwinnett County, Georgia records.

(l) **Notice.** Any notice required or permitted to be given under the provisions of this Declaration shall be in writing and shall be deemed received and effective when given in accordance with the Bylaws.

(m) **Security.** THE ASSOCIATION MAY, BUT SHALL NOT BE REQUIRED TO, FROM TIME TO TIME, PROVIDE MEASURES OR TAKE ACTIONS WHICH DIRECTLY OR INDIRECTLY IMPROVE SECURITY IN THE DEVELOPMENT; HOWEVER, EACH OWNER, FOR HIMSELF OR HERSELF AND HIS OR HER TENANTS, GUESTS, LICENSEES, AND INVITEES, ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION IS NOT A PROVIDER OF SECURITY AND THE ASSOCIATION SHALL NOT HAVE A DUTY TO PROVIDE SECURITY IN THE DEVELOPMENT. FURTHERMORE, THE ASSOCIATION DOES NOT GUARANTEE THAT NON-OWNERS AND NON-OCCUPANTS WILL NOT GAIN ACCESS TO THE DEVELOPMENT AND COMMIT CRIMINAL ACTS IN THE DEVELOPMENT NOR DOES THE ASSOCIATION GUARANTEE THAT CRIMINAL ACTS IN THE DEVELOPMENT WILL NOT BE COMMITTED BY OTHER OWNERS OR OCCUPANTS. IT SHALL BE THE RESPONSIBILITY OF EACH OWNER TO PROTECT HIS OR HER PERSON AND

PROPERTY AND ALL RESPONSIBILITY TO PROVIDE SUCH SECURITY SHALL LIE SOLELY WITH EACH OWNER. THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF MEASURES UNDERTAKEN.

(n) **Legal Fees.** Should any Owner commence legal action against the Association for any reason and not prevail in such action, the Association shall be entitled to recover its costs and reasonable attorney's fees incurred in defending such action and all such costs and attorney's fees shall be an assessment and a lien against the Lot collectible as provided in Section 5 hereof.

(o) **Statements by Third Parties.** The provisions of this Declaration are binding upon all Owners and their heirs, executors, personal representatives, successors, and/or assigns. Any statements made to any Owner or prospective purchaser of a Lot by any Third Party which is in conflict with the provisions hereof shall be of no force and effect.

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

16. **Submission to the Georgia Property Owners' Association Act.**

This Declaration, and the Property submitted to the Declaration, shall be subject to and governed by the provisions of the Georgia Property Owners Association Act, O.C.G.A. § 44-3-220, et seq., as the same may heretofore or hereafter be supplemented, amended or modified.

IN WITNESS WHEREOF, the Association has executed this Amendment by and through its authorized officers on the date and year first above written.

**SECRET COVE HOMEOWNERS
ASSOCIATION, INC.,**
a Georgia non-profit corporation

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

[Notary Seal]

By: _____
Print Name: _____
Print Title: _____

Attest: _____
Print Name: _____
Print Title: _____

EXHIBIT “A”

SUBMITTED PROPERTY

[INSERT LEGAL DESCRIPTION PRIOR TO RECORDING]

EXHIBIT “B”

BYLAWS

AMENDED AND RESTATED BYLAWS
OF
SECRET COVE HOMEOWNERS ASSOCIATION, INC.

Clarence K. Lau
WINTER CAPRIOLA ZENNER, LLC
3490 Piedmont Road, N.E.
Suite 800
Atlanta, Georgia 30305

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ARTICLE I

Definitions

Unless the context otherwise requires, the terms as used in these Amended and Restated Bylaws (hereinafter, the “Bylaws”) shall have the same meanings as those terms defined in the Declaration. Additionally, the following terms shall have the following meanings:

Section 1. **“Articles of Incorporation”** shall mean the Articles of Incorporation of the Association as the same now exist or as may hereafter be amended.

Section 2. **“Association”** shall mean and refer to Secret Cove Homeowners Association, Inc., a Georgia nonprofit corporation and its successors and assigns.

Section 3. **“Board of Directors”** or **“Board”** shall mean the Board of Directors of the Association, the members of which shall be elected from time to time as provided in the Declaration, the Articles of Incorporation, the Bylaws, and the Georgia Nonprofit Corporation Code. The Board of Directors shall be the governing body of the Association.

Section 4. **“Declaration”** shall mean that certain Amended and Restated Declaration of Covenants and Restrictions for Secret Cove recorded in the Gwinnett County, Georgia records as such document may be amended from time to time.

Section 5. **“Community”** or **“Secret Cove”** shall mean the Property subject to the Declaration and known as Secret Cove.

Section 6. **“Electronic Document”** shall mean information created, transmitted, received or stored by electronic means and retrievable in human perceivable form including, but not limited to, e-mail, web pages, PDF documents, and facsimile transmissions.

Section 7. **“Electronic Signature”** shall mean a signature created, transmitted, received or stored by electronic means and includes, but is not limited to, a Secure Electronic Signature.

Section 8. **“Eligible Votes”** shall mean and refer to those votes available to be cast on the matter at hand. A vote which is for any reason suspended is not available to be cast.

Section 9. **“Managing Agent”** shall mean the person, company, or other legal entity who undertakes the duties, responsibilities, and obligations of the management of the Association and the Community. The Managing Agent may be employed and terminated by a vote of the Board of Directors of the Association, subject to any contract as might exist.

Section 10. **“Officer”** shall mean and refer to those individuals who are elected by the Board to serve as President, Vice President, Secretary, or Treasurer, or such other subordinate officers as the Board may determine necessary.

Section 11. **“Person”** shall mean and refer to a natural person, corporation, partnership, limited liability company, trust or other legal entity, or any combination thereof.

Section 12. **“Property”** shall mean and refer to all of the property which is subject to the Declaration.

Section 13. **“Rules and Regulations”** shall mean the then current Rules and Regulations of the Association as may be adopted, amended, and repealed by the Board of Directors of the Association.

Section 14. **“Secure Electronic Signature”** shall mean an electronic or digital method executed or adopted by a Person with the intent to be bound by or to authenticate a record, which is unique to the Person using it, is capable of verification, is under the sole control of the Person using it, and is linked to data in such a manner that if the data is changed, the electronic signature is invalidated.

Section 15. **“Lot Owner”**, **“Owner”** or **“Member”** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Community, but excluding those having such interest merely as security for the performance of an obligation.

Other terms shall have their natural meanings or the meanings given in the Declaration or the Georgia Nonprofit Corporation Code.

ARTICLE II

General

Section 1. **Applicability.** These Bylaws provide for the governance of Secret Cove Homeowners Association, Inc. in accordance with the Articles of Incorporation and the Declaration and are applicable to the Property and Lots in the Community. These Bylaws are binding on all present and future Owners, tenants, residents, or other persons occupying or using the Lots or facilities of the Property in any manner. The mere acquisition, rental or act of occupancy of any part of said Lots or Property will signify that these Bylaws are accepted, ratified and will be complied with. These Bylaws are subject to the provisions of the Georgia Property Owners Association Act, the Georgia Nonprofit Corporation Code, the Articles of Incorporation and the Declaration, as the same may be amended from time to time.

Section 2. **Name.** The name of the corporation shall be Secret Cove Homeowners Association, Inc., a Georgia non-profit corporation (hereinafter sometimes referred to as the "Association").

Section 3. **Purpose.** The Association shall have the responsibility of administering the Community, establishing the means and methods of collecting assessments for Common Expenses, arranging for the management of the Community, and performing all of the other acts that may be required to be performed by the Association pursuant to the Declaration. Except as to those matters which either the Declaration or the Georgia Property Owners Association Act specifically require to

be performed by the vote of the Association, the administration of the foregoing responsibilities shall be performed by the Board of Directors, as more particularly set forth below.

Section 4. **Membership.** As provided in the Declaration, an Owner of a Lot shall automatically become a Member of the Association upon taking title to the Lot and shall remain a Member for the entire period of ownership. As may be more fully provided below, a spouse of an Owner may exercise the powers and privileges of the Member. If title to a Lot is held by more than one Person, the ownership shall be shared in the same proportion as the title, but there shall be only one (1) ownership and one (1) vote per Lot. Membership does not include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's ownership. Membership shall be appurtenant to the Lot to which it pertains and shall be transferred automatically by conveyance of that Lot and may be transferred only in connection with the transfer of title. Membership shall be limited to owners of lots in Secret Cove and shall include owners of lots in any additions to or expansions of the Community

Section 5. **Entity Members.** In the event an Owner is a corporation, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust, or manager of such other legal entity shall be eligible to represent such entity or entity in the affairs of the Association. Such person's relationship with the Association shall terminate automatically upon termination of such person's relationship with the entity or entities which are the Owner, and termination of the person's relationship with the Association will create a vacancy in any elected or appointed position within the Association in which such person may have been serving and such vacancy will be filled in accordance with these Bylaws.

Section 6. **Voting.** Each Lot shall be entitled to one vote, which shall be weighted equally, and which vote may be cast by the Owner, the Owner's spouse, or by a lawful proxy as provided below. When more than one (1) Person owns a Lot, the vote for such Lot shall be exercised as they determine between or among themselves, but in no event shall more than one (1) vote be cast with respect to any Lot. If only one (1) co-owner attempts to cast the vote for a Lot, it shall be conclusively presumed that such co-owner is authorized on behalf of all co-owners to cast the vote for such Lot. In the event of disagreement between or among co-owners and an attempt by two (2) or more of them to cast such vote or votes, such Persons shall not be recognized, and such vote or votes shall not be counted.

Section 7. **Suspension of Voting Rights.** No Owner shall be eligible to vote, either in person or by proxy, if that Owner is shown on the books and records of the Association or management accounts to be more than thirty (30) days delinquent in the payment of any assessments or other amounts due to the Association until such assessments or other amounts have been paid in full. Such voting rights of a Member may also be suspended for the infraction of any provision of the Declaration, these Bylaws, the Design Standards or any Rule or Regulation established and published by the Board of Directors for the period of such infraction, plus an additional period not to exceed thirty (30) days. Any Member whose voting rights have been suspended shall not be counted for purposes of establishing a quorum or taking any action which requires a vote of the Members under the Declaration or these Bylaws.

Section 8. **Suspension of Use of Common Property.** The Association shall be empowered to suspend temporarily a Member's right to use the Common Property or to benefit from any service provided or paid for by the Association in order to enforce compliance with the Declaration, these Bylaws, the Design Standards or the Rules and Regulations of the Association.

Section 9. **Electronic Documents and Electronic Signatures**

(a) **Electronic Documents.** Whenever these Bylaws require that a document, record or instrument be "written" or "in writing," the requirement is deemed satisfied by an Electronic Document.

(b) **Electronic Signatures.** Whenever these Bylaws require a signature, an Electronic Signature satisfies that requirement only if; (1) the signature is easily recognizable as a Secure Electronic Signature which is capable of verification, under the sole control of the signatory, and attached to the electronic document in such a way that the document cannot be modified without invalidating the signature; or (2) the Board reasonably believes that the signatory affixed the signature with the intent to sign the Electronic Document, and that the Electronic Document has not been modified since the signature was affixed.

(c) **Verification and Liability for Falsification.** The Board may require reasonable verification of any Electronic Signature or Electronic Document. Pending verification, the Board may refuse to accept any Electronic Signature or Electronic Document that, in the Board's sole discretion, is not clearly authentic. Neither the Board nor the Association shall be liable to any Member or any other Person for accepting or acting in reliance upon an Electronic Signature or Electronic Document that the Board reasonably believes is authentic. Any Member or Person who negligently, recklessly or intentionally submits any falsified Electronic Document or an unauthorized electronic Signature shall fully indemnify the Association for actual damages, reasonable attorney's fees and expenses incurred as a result of such acts.

ARTICLE III
Meetings of Members

Section 1. **Annual Meetings.** An annual meeting of the Members shall be held in each year, on a day, and at a time and place established by the Board. At the annual meeting, reports of the affairs, finances and budget projections of the Association shall be made to the Members.

Section 2. **Special Meetings.** Special meetings of the Members for any purpose may be called at any time by the President and shall be called by request of a majority of the Board of Directors, or upon written request of a petition signed by at least twenty-five percent (25%) of the Members. Only the business stated in the notice may be transacted at a special meeting.

Section 3. **Place of Meetings.** Meetings of the Association, whether annual or special meetings, shall be held at such suitable place convenient to the Members as may be designated by the Board of Directors.

Section 4. **Notice of Meetings.** It shall be the duty of the Secretary to mail or to cause to be delivered to each Member a notice of each annual or special meeting of the Association at least twenty-one (21) days prior to each annual meeting and at least seven (7) days prior to each special meeting. The notice shall state the time, place and purpose of such meeting. Notices shall be delivered as set forth in Article VI, Section 1 of these Bylaws.

Section 5. **Waiver of Notice.** Waiver of notice of meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by any Member, whether in person or by proxy, shall be deemed a waiver of all objections to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to the holding of the meeting or transacting business at the meeting. A Member's attendance at a meeting shall also be deemed waiver of all objections to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented. The recitation in the minutes of any meeting of the Members that notice of such meeting was properly given shall be prima facie evidence that such notice was so given.

Section 6. **Quorum.** Except as otherwise provided in the Declaration, at any meeting of the Members, whether annual or special, a quorum shall be deemed present throughout any meeting if Members entitled to cast more than twenty-five percent (25%) of the Eligible Votes of the Association are present in person or by proxy at the beginning of such meeting.

Section 7. **Adjournment.** Any meeting of the Members may be adjourned from time to time by the vote of a majority of the Members present in person or represented by proxy, regardless of whether a quorum is present. Any business which could be transacted properly at the original session of the meeting may be transacted at an adjourned session, and no additional notice of such adjourned session shall be required other than by an announcement at the meeting at which such adjournment is taken. The quorum required by Section 6 hereof shall be required at the adjourned session. Notwithstanding the above, when any meeting of the Members, either annual or special, is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

Section 8. **Proxy.** Any Member entitled to vote may do so by written proxy duly executed by the Member setting forth the meeting at which the proxy is valid. To be valid, a proxy must be filed with the Association prior to the opening of the meeting for which it is to be used and must be dated. No proxy shall be revocable except by written notice delivered to the Secretary of the Association. Any proxy shall be void if it purports to be revocable without notice as aforesaid. A proxy shall be automatically revoked if the Member who has given such proxy is in attendance at the meeting. A proxy shall also automatically be revoked upon the conveyance by a Member of his or her Lot and no proxy shall be valid after eleven (11) months from the date of its execution.

Section 9. **Consents.** In the discretion of the Board of Directors, any action which may be taken by a vote of the Members may also be taken by written consent, without a meeting, provided, that such action is taken in accordance with the provisions of the Georgia Nonprofit Corporation Code.

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

Section 11. **Decision of Members.** Unless otherwise expressly provided in the Declaration or these Bylaws, and provided a quorum is present, the affirmative vote of Members in attendance in person or by proxy holding at least a Majority of the Eligible Votes of the Members represented at the meeting shall be the act of the Members. Notwithstanding the foregoing, any action which by law or pursuant to the provisions of the Declaration requires the assent of a special percentage of the votes of the Members greater than that herein specified, shall not be considered the act of the Members unless such requisite percentage so prescribed by law or by the Declaration is obtained. In the event of any tie vote at any regular, special, or adjourned meeting, the President, or the Vice President in the absence of the President, shall cast a separate vote to break the tie.

Section 12. **Conduct of Business.** The President shall preside over all meetings of the Members and the Secretary shall keep the minutes of the meetings and record all resolutions duly adopted as well as all other transactions occurring at such meetings.

ARTICLE IV **Board of Directors**

A. Composition and Selection.

Section 1. **Composition.** The affairs of the Association shall be governed by a Board of Directors consisting of five (5) directors. The directors shall be Owners of Lots or spouses of such Owners; provided, however, that no Owner and his or her spouse may serve on the Board at the same time. Any director who ceases to be an Owner or a spouse of an Owner shall not be eligible to serve as a director. No Owner who is more than thirty (30) days delinquent in the payment of any assessment or other amount owed to the Association shall be eligible to serve as a director. Notwithstanding the above, the term "Owner" shall be deemed to include, without limitation, any shareholder, director, officer, member, manager, partner in, or trustee or beneficiary of any Person which is, either alone or in conjunction with any other Person or Persons, an Owner. However, any individual who would not be eligible to serve as a member of the Board of Directors were he not a shareholder, director, officer,

member, manager, partner in, or trustee or beneficiary of such Person, shall be deemed to have disqualified himself or herself from continuing in office if he or she ceases to have any such affiliation with that Person. No decrease in the authorized number of directors shall shorten the term of any incumbent director.

Section 2. **Term of Office.** At the first annual meeting following the adoption of this Amendment, the members shall elect five (5) directors. The two (2) candidates receiving the first and second largest number of votes shall be elected to serve a three (3) year term; the two (2) candidates receiving the third and fourth largest number of votes shall be elected to serve a two (2) year term; and the one (1) candidate receiving the fifth largest number of votes shall be elected to serve a one (1) year term. If there is a tie between or amongst candidates, the affected candidates shall decide amongst themselves who shall serve which terms. If the affected candidates cannot agree, the tie shall be broken by a majority vote of the remaining Board members. Upon expiration of such terms, each successor director elected thereafter shall be elected to serve a term of three (3) years. The members of the Board of Directors shall hold office for the term for which they were elected and until their respective successors have been elected by the Association, or until their earlier resignation, death, or removal.

Section 3. **Removal of Members of the Board of Directors.** At any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed with or without cause by a vote of a Majority of the Members of the Association and a successor may then and there be elected to fill the vacancy thus created for the term so remaining. Any such director whose removal has been proposed by the Membership shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Any member of the Board of Directors who has not attended three (3) consecutive Board meetings, at least two of which shall be regular meetings of the Board of Directors, may be removed from the Board by a majority vote of the Board Members present at such third consecutive Board meeting, a quorum being had.

Section 4. **Vacancies.** Vacancies in the Board of Directors caused by any reason other than the removal of a director by vote of the Members shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors. Each person selected by the Board to fill a vacancy shall serve for the remainder of the vacating director's term. Vacancies in the Board of Directors caused by removal of a director by vote of the Members shall be filled by the Membership in accordance with Section 3 hereof.

Section 5. **Compensation.** Directors shall not be compensated for their services as directors unless and to the extent authorized by majority vote of the Members present in person or by proxy at any meeting duly called for that purpose. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. **Nomination and Election of Directors.** Candidates for election to the Board may be nominated by a nominating committee appointed by the Board. Nominations shall also be accepted from the floor at the annual meeting. Election to the Board of Directors shall be by written ballot cast at the annual meeting, unless dispensed with by unanimous consent of those present at such meeting. At such election the Members or their proxies may cast, in respect to each vacancy, as many

votes as they are entitled to exercise under the provisions of the Declaration. Directors shall be elected by a plurality of the votes cast. Cumulative voting is not permitted. Notwithstanding the foregoing, elections may, at the option of the Board, be conducted by written ballot in lieu of a meeting in accordance with the provisions of Article III, Section 10 of these Bylaws. In such event, the written ballot shall allow Owners to designate and cast a vote for one or more write-in candidates.

B. **Meetings.**

Section 7. **Organizational Meetings.** The first meeting of a newly elected Board of Directors shall be held within thirty (30) days of election at such time and place as may be determined by the directors.

Section 8. **Regular Meetings.** Meetings of the Board of Directors shall be held at least quarterly, without notice, at such time and place as shall be determined from time to time by the Board. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

Section 9. **Special Meetings.** Special meetings of the Board of Directors may be called by the President on at least three (3) days' notice to each director given in accordance with Article VI, Section 1 of these Bylaws, which notice shall state the time, date, place, and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President, Secretary, or Treasurer in like manner and on like notice on the written request of at least a majority of the Directors.

Section 10. **Waiver of Notice.** Any director may, at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance at or participation by a director at any meeting of the Board of Directors shall constitute a waiver by him of any required notice to him of the meeting unless the director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or consent to any action taken at the meeting. Whenever any director has been absent from any special meeting of the Board of Directors, an entry in the minutes to the effect that notice has been duly given shall be prima facie evidence that due notice of such special meeting was given such director as required hereunder and by Georgia law. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be specified in any written waiver of notice. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 11. **Conduct of Meetings.** The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a record of all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

Section 12. **Quorum.** A quorum shall be deemed present throughout any meeting of the Board of Directors if a majority of the number of directors is present at the beginning of such meeting. A decision of the Board of Directors shall be by a majority of those directors present at a duly called meeting and every act or decision done or made by a majority of the directors present at a duly held

meeting at which a quorum is present shall be regarded as the act of the Board. The President may vote. If any Board of Directors meeting cannot be held because of the absence of a quorum, a majority of the votes present and voting may adjourn the meeting to a later time. The necessary quorum shall be required at the adjourned session. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. **Action Without A Meeting.** Any action by the Board of Directors or by any committee appointed by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if, prior to such action, one or more written consents describing the action taken are signed by a majority of all of the members of the Board of Directors or a majority of all members of such committee, as the case may be. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors or of the appropriate committee and such consent or consents shall be treated for all purposes as a vote at a meeting. Action taken under this provision is effective when the last director or committee member signs the consent, unless the consent specifies a different effective date.

Section 14. **Voting, Tie Votes.** At all meetings of the Board of Directors, each director, including the President, shall be entitled to cast one (1) vote. In the event of a tie vote by the Board of Directors, the President may, in addition to his or her vote as a Board Member, exercise a supplemental vote to break the tie vote.

Section 15. **Open Meetings.** All meetings of the Board shall be open to all Members, but Member other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board. Notwithstanding the above, the Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The Board may order the removal of any meeting guest who, in the Board's opinion, either disrupts the conduct of business at the meeting or fails to leave the meeting upon request after an announcement of reconvening in executive session.

C. **Powers and Duties.**

Section 16. **Powers and Duties.** The Board of Directors shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Community and may do all such acts and things as are not by the Declaration, Articles of Incorporation, or these Bylaws directed to be done and exercised exclusively by the Members. In exercising its powers and duties, the Board of Directors shall take as its standard the maintenance of the general character of the Community as a first-class residential Community in the quality of its maintenance, use, and occupancy. Such powers and duties of the Board of Directors shall be exercised in accordance with and subject to all provisions of the Declaration, the Georgia Nonprofit Corporation Code and these Bylaws, and shall include, by way of example and not limitation, the powers and duties to:

(a) Operate, care for, maintain, repair, and replace the Common Property and employ personnel necessary or desirable therefor.

- (b) Determine expenses of the Association.
- (c) Levy and collect assessments from the Members.
- (d) Adopt, modify, and repeal such reasonable Rules and Regulations as it deems necessary and appropriate for the governance of the Community including, but not limited to, the use of the Common Property and the personal conduct of the Members and their guests thereon, or the administration of the affairs of the Association and to impose sanctions for violations thereof, as provided in the Declaration and these Bylaws; provided, however, the Membership may repeal and rescind any rule or regulation adopted by the Board upon call of a meeting and consent of a majority of the total number of Eligible Votes in the Association.
- (e) Open bank accounts on behalf of the Association and designate the signatories required therefor.
- (f) Manage, control, lease as lessor, and otherwise deal with the Common Property, including the right to grant permits, licenses and easements over, under and across the Common Property for utilities, roads and other purposes reasonably necessary or useful for the proper operation or maintenance of the Community, as well as the power to make shut-offs of common services and other interruptions of the normal functioning of the buildings to facilitate performance of any maintenance or repair work or the making of additions, alterations, or improvements by the Association or the Members pursuant to provisions of the Declaration. The Board of Directors shall use reasonable efforts to disrupt the Members and occupants as little as possible in exercising such power to make shut-offs and other interruptions.
- (g) Purchase, lease, or otherwise acquire Lots offered for sale or lease or surrendered by Members to the Association.
- (h) Own, sell, lease, encumber, and otherwise deal in, but not vote with respect to, Lots owned by the Association.
- (i) Obtain and maintain insurance for the Community pursuant to the provisions of these Bylaws and the Declaration.
- (j) Make additions, improvements, and alterations to the Common Property, and make repairs to and restoration of the Property after damage or destruction by fire or other casualty, or as a result of condemnation.
- (k) Enforce by any legal or equitable remedies available all obligations of the Members or any of them to the Association.
- (l) Appoint auditors and accountants for the Association and make and file tax returns for and on behalf of the Association.
- (m) To enter into management agreements with a Managing Agent in order to facilitate efficient operation of the Community. It shall be the primary purpose of such management

agreement or agreements to provide for the administration of the Community, the maintenance, repair, replacement and operation of the Common Property, and the receipt and disbursement of funds as may be authorized by the Board of Directors. The terms, including compensation and duties and services to be performed, of said management agreement, shall be as determined by the Board of Directors to be in the best interest of the Association and shall be subject in all respects to the Bylaws and the Declaration. Notwithstanding the foregoing, any management agreement entered into by the Board of Directors shall be limited to an initial term of one (1) year, and must expressly allow the Association to terminate said management agreement, during or after said one (1) year initial term, with or without cause, upon thirty (30) days' written notice to the Managing Agent.

(n) Conduct litigation as to any cause of action involving the Common Property or arising out of the enforcement of the provisions of the Declaration or these Bylaws.

(o) Make contracts in connection with the exercise of any of the powers and duties of the Board of Directors. The Board of Directors may authorize any officer or officers, agent or agents, of the Association, in addition to the officers or agents so authorized by the Declaration and these Bylaws, to enter into any contract or execute and deliver any instrument in the name, or on behalf of, the Association, and such authority may be general or confined to a specific instances.

(p) To borrow money for the purpose of repair or restoration of Common Property and facilities without the approval of the Members of the Association, except as otherwise provided in the Declaration.

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

In the case of those powers and duties specified in the foregoing clauses (g), (h), (j), and (m), the Board of Directors need exercise the same only to the extent, if any, it deems necessary or desirable or is required to do so by the vote of the Members. The Board of Directors shall not be obligated to take any action or perform any duty imposed upon it requiring an expenditure of funds unless in its opinion it shall have funds of the Association sufficient therefor.

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

D. **Committees.**

Section 17. **Committees.** The Board of Directors shall have the power and authority to create and establish committees as it deems desirable. Any such committee shall advise the Board of Directors of matters pertaining to the purpose for which any such committee shall have been created and shall have and exercise such powers as may be provided by resolution of the Board of Directors. Each such committee shall be comprised of two (2) or more Members and may, but need not, include one or more members of the Board of Directors. The members, including the chairman, of any such

committee, shall be appointed by and shall serve at the pleasure of the Board of Directors. A majority of the members of any such committee shall constitute a quorum.

ARTICLE V

Officers

Section 1. **Designation.** The principal officers of the Association shall be the President, the 1st Vice President, the 2nd Vice President, the Secretary, and the Treasurer, all of whom shall be elected by and from the Board of Directors. The Board of Directors may appoint an Assistant Treasurer, an Assistant Secretary, and such other subordinate officers as in its judgment may be necessary and such officers shall hold their offices for such terms and shall exercise such powers and perform such duties as directed from time to time by the Board of Directors. Such subordinate officers shall not be required to be members of the Board of Directors but shall be Owners of Lots or spouses of such Owners. Except for the offices of Secretary and Treasurer, which may be held by the same person, no person may hold more than one (1) office.

Section 2. **Election of Officers.** The officers of the Association shall be elected annually by the Board of Directors at the first meeting (organizational meeting) of the Board following the annual meeting of the Members and shall hold office for one year unless he shall resign or shall be removed or is otherwise disqualified to serve.

Section 3. **Removal of Officers.** Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and a successor may be elected. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. **Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the office he replaces.

Section 5. **President.** The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code, and shall in general, manage, supervise, and control all of the business and affairs of the Association. Without limiting the foregoing, the President shall have the authority to sign any contracts, deeds, notes, mortgages, bonds, policies of insurance, checks, or other instruments which the Board of Directors has authorized to be executed, except in cases where signing or execution thereof shall be expressly delegated by the Declaration or these Bylaws or the Board of Directors to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed.

Section 6. **Vice President.** The Vice President shall act in the President's absence, or in the event of his death or inability or refusal to act and shall have all powers, duties, and responsibilities provided for the President when so acting. If neither the President nor the Vice President(s) is able to

act, the Board of Directors shall appoint some other Member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall, from time to time, be imposed upon him by the Board of Directors or by the President. The Vice President shall serve as an ex-officio Member of all committees established by the Board and shall serve as the parliamentarian at all meetings of the Association.

Section 7. **Secretary.** The Secretary shall attend, record the votes and keep the minutes of all meetings of the Association and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with Georgia law. Without limiting the foregoing, the Secretary shall keep the Association's seal, if any, and affix it on such papers and documents requiring it; shall keep appropriate current records showing the Members of the Association and their addresses which shall be furnished to the Secretary by such Member; shall see that all notices are duly given in accordance with the Declaration, these Bylaws, or if required by law; and shall, in general, perform all other duties incident to the office of the Secretary as from time to time may be imposed by the Board of Directors or by the President.

Section 8. **Treasurer.** The Treasurer shall have the responsibility, together with any agent retained by the Association, for the Association's funds and securities and shall be responsible, together with such agent, for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements, for preparing and executing all checks payable by the Association and for the deposit of all monies and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall in general, perform all duties incident to the office of the treasurer of a corporation organized in accordance with Georgia law and such other duties, as from time to time, may be imposed upon him by the Board of Directors or by the President.

Section 9. **Compensation.** Unless otherwise expressly provided by the majority vote of the Association, no officer shall receive compensation from the Association for acting as such, but shall be entitled to reimbursement from the Association as an expense for reasonable out-of-pocket disbursements made by him in the performance of his duties. No officer shall be obligated to make any such disbursements.

Section 10. **Contracts with Interested Parties.** No contract or transaction between the Association and one or more of its officers or directors, or between the Association and any other entity in which one or more of the Association's officers or directors are officers, directors, partners, or trustees, or have a financial interest, shall be void or voidable solely for this reason, or solely because the Association's officer or director is present at or participates in the meeting of the Board of Directors which authorizes the contract or transaction, or solely because his or their votes are counted for such purposes, if (a) the material facts as to his interest and as to the contract or transaction are disclosed or are known to the Board of Directors and the Board of Directors in good faith authorizes the contract or transaction by a vote sufficient for such purpose without counting the vote or votes of the interested director or directors; or (b) the material facts as to his interest and as to the contract or transaction are disclosed or are known to Members entitled to vote thereon, and the contract or transaction is specifically approved or ratified in good faith by vote of such Members; or (c) the contract or transaction is fair as to the Association as of the time it is authorized, approved, or

ratified by the Board of Directors or the Members. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors which authorizes the contract or transaction.

ARTICLE VI

Miscellaneous

Section 1. **Notices.** Except as otherwise set forth herein, all notices to an Owner under these Bylaws or the Declaration shall be in writing and shall be deemed effective:

- (a) Upon personal delivery to the Owner; or
- (b) Upon deposit in the U.S. mail, postage prepaid, addressed to the address which the Owner has designated in writing or if no such address has been designated, to the address of the Lot of such Owner; or
- (c) Upon transmission via facsimile to a number at which the Owner has consented to receive notice; or
- (d) Upon transmission via email to an email address at which the Owner has consented to receive notices.

A notice transmitted via facsimile or email shall be deemed a written notice for all purposes. Any consent given by an Owner to receive notices by facsimile or email shall be revocable by the Owner by written notice to the Association. Any such consent shall be deemed revoked if (i) the Association is unable to deliver two (2) consecutive notices given by the Association in accordance with such consent; and (ii) such inability becomes known to the Secretary or other person responsible for the giving of notices; provided, however that the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

Section 2. **Severability.** The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws.

Section 3. **Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

Section 4. **Gender and Grammar.** The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 5. **Fiscal Year.** The fiscal year shall be set by resolution of the Board of Directors. In the absence of a resolution by the Board, the fiscal year shall run from January 1 of each year until December 31 of that year.

Section 6. **Audit.** An audit of the accounts of the Association shall be made annually

in such manner as the Board of Directors may decide; provided, however, after having received the Board's audit at the annual meeting, the Owners, by a majority vote, may require that the accounts of the Association be audited as a Common Expense by a public accountant. Upon written request of any institutional holder of a First Mortgagee and upon payment of all necessary costs, such holder shall be entitled to receive a copy of an audited financial statement within ninety (90) days of the date of the request.

Section 7. **Conflicts.** In the event of conflicts between the Declaration and these Bylaws, the Declaration shall control.

Section 8. **Amendment.** Amendments to these Bylaws shall require the approval of members of the Association holding two-thirds (2/3) of the Total Association Vote.

Section 9. **Books and Records.** All Members of the Association and all holders, insurers or guarantors of First Mortgages shall, upon written request, be entitled to inspect current copies of the Declaration, these Bylaws and the Rules and Regulations of the Association during normal business hours at the office of the Association or other place designated reasonably by the Board of Directors as the depository of such items. All other books and records of the Association shall be subject to inspection by the Members to the extent provided for and in accordance with the provisions of the Georgia Nonprofit Corporation Code. Notwithstanding the foregoing, the Association may prevent the inspection of records which the Board determines, in its sole discretion, are confidential in nature or legally privileged.

Section 10. **Deposits.** All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may determine.

Section 11. **Gifts.** The Board of Directors may accept, on behalf of the Association, any contribution, gift, bequest, or devise for the general purposes, or for any special purpose, of the Association.

Section 12. **Agreements.** Subject to the provisions of the Declaration or these Bylaws, all agreements and determinations lawfully authorized by the Board of Directors of the Association shall be binding upon all Members, their heirs, legal representatives, successors, assigns, or others having an interest in the Property, and in performing its responsibilities hereunder, the Association, through the Board of Directors, shall have the authority to delegate to such Persons of its choice such duties of the Association as may be determined by the Board of Directors.

Section 13. **Rights of Action.** The Association and any aggrieved Member shall be granted a right of action against Members for failure to comply with the provisions of the Declaration, these Bylaws, the Rules and Regulations of the Association or equivalent documents, or with decisions of the Association which are made pursuant to authority granted the Association in such documents.

Section 14. **Checks, Drafts, Etc.** All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by

such officer or officers, or agent or agents, of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer and countersigned by the President or Vice President of the Association.

EXHIBIT "C"
Form Affidavit
AFFIDAVIT OF OWNER REGARDING
CREDIT REPORT AND BACKGROUND CHECK OF LESSEE

Personally, appeared before the undersigned, an officer duly authorized to administer oaths under the laws of the State of Georgia, _____, who after being duly sworn on oath, deposes and states the following facts:

1.

My name is _____ and I am over the age of 18 and of sound mind. I have personal knowledge of the facts stated herein.

2.

I am the owner or co-owner of a lot within the Secret Cove subdivision located in Gwinnett County, Georgia, with the address of _____ (the "Lot").

3.

I currently have a valid Grandfathered Leasing Permit, Leasing Permit or Hardship Leasing Permit, which was issued to the Lot by the Board of Directors (the "Board") for Secret Cove Homeowners Association, Inc. (the "Association").

4.

I acknowledge and agree that this Affidavit is being submitted to the Board as part of the Required Lease Information.

5.

I intend to lease the Lot to _____ (the "Lessee"). Additional occupants residing at the Lot with the Lessee will be _____ (the "Additional Occupants").

6.

I acknowledge that I have had a criminal background check performed with regard to the Lessee and all Additional Occupants (unless otherwise consented to in writing by the Association), which included a search of all applicable public records.

7.

I further acknowledge that I have had a credit report performed with regard to the Lessee. Said credit report was performed and completed by a nationally recognized credit reporting agency (i.e. TransUnion, Experian, Equifax, or by any other credit agency which the Board has approved).

8.

I acknowledge and agree that the information contained in this affidavit is true, accurate and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of information contained in this application, may result in civil liability, including monetary damages and/or criminal penalties. In addition, the Association may retroactively assess fines from the date of this Affidavit and continue to assess fines daily until such violation is cured, as a result of any misrepresentations I have made herein, pursuant to the Rules and Regulations of the Association.

Further affiant sayeth naught.

Printed Name: _____
Owner

Sworn to and subscribed before me
This _____ day of _____, 20 ____.

Notary Public
My commission expires:

EXHIBIT "D"
Lease Terms Exhibit
Addendum to Lease

[This Addendum is required to be attached to all leases of Lots at Secret Cove]

This Addendum to Lease ("Addendum") is made and entered into this ____ day of _____, 20____ by and between the undersigned parties, and this Addendum hereby amends that Lease between the undersigned Landlord and Tenant dated _____, 20____, for the lease of Landlord's Lot ("Lot") at Secret Cove, by adding the following provisions thereto:

1. ASSOCIATION IS THIRD-PARTY BENEFICIARY; CONFLICTS. Tenant and Landlord acknowledge and agree that Secret Cove Homeowners Association, Inc. (the "Association") is a third-party beneficiary of the promises made in this Addendum, and that the Association may enforce any of the provisions of this Addendum against Landlord and Tenant. Landlord and Tenant also acknowledge and agree that Landlord and Tenant have been provided copies of, have read, are fully aware of, fully understand, and will strictly comply with all provisions of this Addendum and with the Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Secret Cove ("Declaration"), the Bylaws of Secret Cove Homeowners Association, Inc. ("Bylaws"), and the Association's rules and regulations, as all may be amended. If there are any conflicts between the provisions of the Lease and this Addendum, then the provisions of this Addendum shall control. Except as expressly amended hereby, the Lease shall continue in full force and effect.

2. COMPLIANCE AND ENFORCEMENT BY ASSOCIATION. Tenant shall control the conduct of his or her family and guests to assure compliance with the Association's legal documents and shall indemnify and hold the Association harmless for any such person's failure to comply. Landlord shall cause all Occupants of his or her Lot to comply with the Declaration, Bylaws and rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Lot are also fully liable and may be sanctioned for such violations. Landlord and Tenant agree that the violation by Tenant, or any Occupant or person living with Tenant, of any provision of this Addendum, the Declaration, Bylaws or Association rules and regulations shall constitute a default under the Lease, and that the Landlord is hereby granted the authority and power to declare the Lease in default and terminated for any such violation.

The Association may bring an action against the Landlord and/or Tenant for damages and/or injunctive relief or may impose fines and/or other sanctions under the Declaration, Bylaws or Georgia law for violations of the Declaration, Bylaws, Association rules and regulations or this Lease. Failure by the Association to enforce any of its rights shall not be deemed a waiver of the right to do so thereafter. Landlord delegates and assigns to the Association, at the Board's discretion, the power to evict Tenant on behalf of and for the benefit of Landlord. If the Association proceeds to evict Tenant, any cost associated therewith, including attorneys' fees and court costs, shall be specially assessed against Landlord's Lot and shall be a personal obligation of Landlord, being deemed as an expense which benefits the leased Lot and Landlord. In the alternative, the Association may require the Landlord to evict a Tenant, and Landlord's failure to do so upon such request shall constitute a violation of the Governing Documents. If Tenant, or any employees, guest, invitee or licensee of Tenant violates the Governing Documents for which a fine is imposed, such fine may be assessed against Tenant and/or Landlord. Notwithstanding Tenant's obligation to comply with all Governing Documents, Landlord shall be ultimately responsible to the Association for Tenant's conduct and actions.

3. PAYMENT OF ASSESSMENTS. Upon request by the Association, Tenant shall pay to the Association all unpaid annual and special assessments which are due or come due during the term of the Lease and any other period of occupancy by Tenant. However, Tenant need not make such payments to the Association in excess of, or before the due dates for, Tenant's normal monthly rental payments to Landlord under the Lease. All such payments made under this paragraph shall reduce, by the same amount, Tenant's obligation to make

monthly rental payments to Landlord. If Tenant fails to comply with such request, Tenant shall pay the Association (in addition to the payments required hereunder), all late or delinquent charges, interest, costs of collection and reasonable attorneys' fees actually incurred, to the same extent Tenant would be required to make such payments to the Association if Tenant were the Owner of the Lot during the term of this Lease and any other period of occupancy by Tenant. This provision does not release the Landlord from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

4. MAINTENANCE. Tenant shall promptly advise the Landlord of any condition of the Lot which requires repair or maintenance by Landlord. Landlord shall maintain at all times during the term of the Lease a contract with a professional lawn service/landscaping company to visit the Lot at least one time each calendar month for the purpose of mowing the grass and providing other customary lawn services and landscaping services (including, without limitation, chemical applications). Upon request by the Association, Landlord shall provide the Association with proof that such a contract is in place.

5. USE OF COMMON AREAS. Landlord transfers and assigns to Tenant for the term of this Lease all privileges that Landlord has to use any Association amenities. Landlord and Tenant agree that delinquency by Landlord in the payment of assessments or other charges to the Association authorizes the Association to suspend Common Property use privileges. Landlord and Tenant agree that the Association may notify the Tenant of any such suspension of privileges caused by the Landlord's delinquency.

6. SUBLEASING AND ASSIGNMENT. Tenant and Landlord acknowledge and agree that there shall be no subleasing of the Lot nor shall the Lease be assigned without prior written Board approval.

7. SECURITY. Landlord and Tenant acknowledge and agree that the Association may, but shall not be required to, periodically provide measures or take actions which improve safety in the Community. However, Landlord and Tenant, for themselves and their guests, licensees and invitees, acknowledge and agree that the Association is not a provider of security and shall have no duty to provide security in the Community. Landlord and Tenant shall be responsible to protect their person and property and to provide such security as they deem appropriate. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of safety measures undertaken.

IN WITNESS WHEREOF, the parties have executed this Addendum the day and year first above written.

TENANT: _____
(Signature)
NAME: _____
(Please Print)

LANDLORD: _____
(Signature)
NAME: _____
(Please Print)

TENANT: _____
(Signature)
NAME: _____
(Please Print)

LANDLORD: _____
(Signature)
NAME: _____
(Please Print)

EXHIBIT “D”

Certification of Approval

The undersigned officers of Secret Cove Homeowners Association, Inc., a Georgia nonprofit corporation (the “Association”), hereby certify under oath that the foregoing Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Secret Cove and to the Bylaws of Secret Cove Homeowners Association was approved by the requisite percentage of Lot Owners and/or Members of the Association, that such approval was lawfully obtained, and that all notices required under the Declaration and the Georgia Property Owners Association Act were properly given.

Dated this ____ day of _____, 20__.

Sworn to and subscribed before me
this ____ day of _____, 20__.

By: _____
Print Name: _____
Print Title: _____

Notary Public

Attest: _____
Print Name: _____
Print Title: _____

My Commission Expires: _____

[Notary Seal]



Secret Cove Homeowners Association

Rules & Regulations

Approved June 7, 2022

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Introduction

Secret Cove living requires the full cooperation of all owners and residents to ensure enjoyment of all. It is important that each owner and resident familiarize themselves with the rules and regulations listed in this document.

The Board of Directors (“Board”) establishes and enforces these Rules, manages the financial affairs of SCHOA, and oversees the operation and maintenance of the SCHOA facilities and the Common Area. This document may be changed by the Board periodically as needed for clarification, amendments, and updates to maintain compliance with governmental regulation changes, or for the addition or removal of specific rules or regulations.

In addition to the Declaration, Bylaws, Community and Neighborhood Guidelines and these Rules and Regulations, all Owners should remember that they are required to comply with all Federal, State, County and City Laws, Codes and Ordinances.

If you have any questions about the rules and regulations, please contact board@secretcovehoa.com.

Architectural Controls

Architectural Control Committee

The Architectural Control Committee (ACC) functions as a design review committee having the responsibility for reviewing for approval (prior to commencement of any work) any improvements, renovations, repairs or changes to a property and subsequent changes to those improvements.

Should a city of Sugar Hill permit be required for the work to be done the ACC Committee will assist the homeowner in contacting that department with the city, however, it is the homeowners' responsibility to obtain the permit.

Volunteer Application

Those interested in volunteering for the ACC should fill out the volunteer application on the Secret Cove website.

Member Requirements

The Board of Directors shall appoint an Architectural Control Committee (“ACC”) which shall consist of up to five (5), but not less than three (3), members, all of whom shall be Owners and who may or may not be members of the Board. Alternatively, the Board may choose to act as the ACC. Any member of the ACC appointed by the Board may be removed with or without cause by the Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. The ACC shall elect a committee chair, who shall be the presiding officer at all ACC meetings

Members must be impartial, unbiased, friendly, firm, reliable, and make fact-based decisions. Ideally, members will have a background in architecture, engineering (civil, structural, soils, mechanical, electrical), interior design, landscaping, real estate, or construction (preferably residential) and lend their expertise, however any owner is eligible to serve as a member.

Request and Approval Procedures

To make a request of the ACC, owners must complete the application on the Secret Cove website. Questions, addendums, or changes to the initial request must be submitted to acc@secretcovehoa.com. The application must be completed with clear details and attachments as needed (paint colors, drawings, etc.). Drawings must be submitted for any structural changes.

Submissions will be reviewed within 7 business days from the date of the request. If more information is required prior to a decision being made, the committee will reach out to the owner via email with a request for additional information. A written approval or denial will be issued via email. The committee may provide additional suggestions or feedback if a denial is issued in an effort to accommodate the homeowner while still maintaining the rules of the community.

Work on approved plans must commence within 1 year of approval or a new request is required. All work must be completed within 2 years unless an extension is requested in writing by the homeowner and granted in writing by the ACC. To request an extension, email acc@secretcovehoa.com.

Members of the ACC are available to prospective applicants to answer questions about the design review, color, scale, materials, workmanship, esthetics, impact on neighbors and offer helpful suggestions. The ACC will treat all applicants fairly and consistently and in a timely manner.

Should it be discovered that any homeowner has failed to submit a request as defined herein, and proceeds with the non-approved work, the committee will serve a cease and desist order, report the violation to the Board of Directors and if applicable, to the City of Sugar Hill. Any fines imposed by the board or the city will be the responsibility of the homeowner.

All areas of these ACC rules and guidelines follow the declaration of covenants, conditions, easements and restrictions for Secret Cove and the By-Laws of Secret Cove Homeowners Association, Inc. filed with the court of Gwinnett County.

Vehicles & Parking

Vehicle Maintenance, Storage, & Immobile Vehicles

No work can be done leaving engine parts, etc. or parts of cars at the curb or in the driveway. The homeowner shall do this type of work in their garage. No vehicles can be left on blocks or in disrepair in view from the street.

No vehicle not belonging to an owner or occupant of the house may be stored for longer than 14 days.

Boats, RVs, & Trailers

Boats

Boats may be stored in a garage or in the rear of the home not visible from the street. No boat over 20ft shall be stored on any lot. Any boat stored must be kept covered and clean. ACC approval is required if not stored in a garage.

Boats are permitted to be temporarily parked in the driveway for no more than 3 consecutive days to allow residents to clean, maintain, or transport their boat while in active use.

RVs, Campers, and 5th Wheels

No RV, camper, 5th wheel, or travel trailer may be stored on any lot. Class B motorhomes are permitted but may not be occupied while stored. The board may grant temporary approval for an RV to be occupied on a lot on a case by case basis. Requests must be submitted to the board 14 days in advance.

Trailers and Other Vehicles

Trailers may be stored on a lot in an enclosed garage or in the rear of the home. ACC approval is required if not stored in a garage. No semi-trucks, tractor trailers, farm equipment, school buses, or any other non-traditional vehicle may be stored on any lot without the express written permission from the board.

Commercial Vehicles

One commercial vehicle may be parked in the driveway per home. Vehicles must be well maintained, in good repair, and actively used by the owner or occupant. Commercial vehicles may not be parked on the street. A commercial vehicle is any vehicle or trailer with commercial writing on the exterior or a vehicle containing trade equipment, inventory, or supplies visible from the exterior of the vehicle such as ladders or other equipment.

Street Parking

Please be considerate when parking on the street. Ensure there is enough space for emergency vehicles to pass and clear visibility for other passing vehicles. If blocking another driveway or mailbox, a vehicle could be towed at the owner's expense. Street parking that violates local laws will be referred to the police.

Signs, Flags & Decorations

Signs

Real Estate Signs

Real estate signs are permitted in accordance with the following regulations:

1. One professionally lettered "For Sale" or "For Rent" sign is permitted on each lot.
2. For Sale or For Rent signs are not permitted at the entrance of the neighborhood.
3. One sign advertising an Open House is permitted at the entrance of the neighborhood 3 days prior to the Open House and must be removed immediately at the end of the Open House.

Celebratory Signs (Graduation, birthday, new baby, etc.)

Signs celebrating a life event are permitted in accordance with the following regulations:

1. Signs may not be larger than 18 in. x 24 in.
2. Signs may not be displayed longer than 14 days.
3. Signs must not create an obstruction or other safety hazard.
4. Message signs where a message such as "Happy Birthday" is spelled out with individual letters are permitted, but may only be displayed for one week.

Vendor Signs

A vendor sign is a sign advertising a vendor who has provided a service at your home. SCHOA understands vendors may ask to display a sign in exchange for a discount on services rendered. Vendor signs are permitted in accordance with the following regulations:

1. Signs may not be larger than 18 in. x 24 in.
2. Signs may not be displayed longer than 14 days.
3. Signs must not create an obstruction or other safety hazard.
4. Homeowners may not display more than two signs of any type at a time.
5. Small pest/weed control and security signs are exempt.

Political Signs

Political signs are limited to the following regulations:

1. Political signs can only be displayed for 45 days prior to a national, state, or local election or primary and must be removed within one week after the election. Political signs must be for a current candidate or party.
2. Political signs must be positive in nature and free from profanity, foul language, or implied negative messages.
3. Homeowners may display up to two political signs at a time. A flag bearing the name of a political candidate or political party is treated as a political sign.
4. Signs must not create an obstruction or other safety hazard.
5. Signs may not be larger than 18 in. x 24 in.
6. Political signs must be within the homeowners property and may not be on a property line.

Flags

American Flag

The American Flag is permitted to be displayed in accordance with U.S. Flag Code (36 U.S.C. 173-178).

Decorative Flags

Decorative flags are permitted to be displayed in accordance with the following regulations:

1. Flags may not be larger than 3 ft. x 5 ft.
2. Flags must be displayed appropriately from a pole mounted to the home. Flags may not be draped or hung from windows, railings, or gutters.
3. Only one decorative flag may be displayed per home.
4. Flags must be positive in nature and free from profanity or implied negative messages.
5. Flags or images affiliated with hate groups are explicitly prohibited.
6. Examples of decorative flags include sports teams, holiday flags, “welcome” flags, pride flags, equality flags, or a flag of another nation.

Garden Flags

Garden flags are permitted to be displayed in accordance with the following regulations:

1. Garden flags may not be larger than 12 in. x 18.5 in.
2. Garden flags must be displayed appropriately from a garden flag display post.
3. Only one garden flag may be displayed per home.
4. Garden flags must be positive in nature and free from profanity or implied negative messages.
5. Flags or images affiliated with hate groups are explicitly prohibited.
6. Examples of garden flags include sports teams, holiday flags, “welcome” flags, pride flags, equality flags, or a flag of another nation.

Political Flags

A flag bearing the name or image of a political candidate or political party is treated as a political sign and is subject to the same regulations as Political Signs listed above.

Decorations

Seasonal and garden decorations in the front of the home are permitted in accordance with the following guidelines:

1. Seasonal decorations must be in good taste, good visual condition, and change with the seasons.
2. Garden decorations such as small statues, windchimes, bird baths, etc. are permitted in good taste.
3. Holiday lights are permitted no more than 30 days prior to the holiday and must be removed within 14 days after the holiday.
4. Decorations must not create an obstruction or other safety hazard.

Landscaping

Tree removal

No living tree, with a circumference of 12 inches or larger, may be cut down without approval of the ACC.

Dead, diseased or storm damaged trees shall be cut down or pruned back so as not to be a threat to person or property.

Landscaping & Gardens

1. Lawns and landscaped areas shall be kept well maintained by the homeowner.
2. Front lawns of Zoysia or Bermuda grass shall be kept as such.
3. Homes must have foundation shrubbery that is maintained to give an attractive and finished appearance.
4. The homeowner shall keep the entire lawn mowed and neatly trimmed.
5. The homeowner shall keep weeds under control in both lawns and landscaped areas.
6. Vegetable gardens shall not be located nearer the street than the rear corner of the house.
7. Garden debris, leaves, and grass clippings shall be bagged for city pick-up or may be disbursed for compost, garden or weed control in the rear of the house.

Drainage & Erosion control

Homeowners shall control soil erosion (wind or water) with appropriate landscaping or planting.

Retaining Walls

Installation of any retaining walls requires the approval of the ACC. Retaining walls may be constructed of concrete, masonry, railroad ties (timber), or interlocking masonry. Concrete and masonry, depending on height, may need to be designed or engineered. Drawings may be required for approval.

Exterior Maintenance & Improvements

All work is to be performed in accordance with good construction practices. The construction shall comply with specification codes and regulations set forth by the Southern Building Code, OSHA, City of Sugar Hill, Gwinnett County and the State of Georgia.

All work must correspond to or exceed the architectural integrity and high quality construction standards as set forth by the previous homes built in Secret Cove. All material used shall be of the same grade or better as previously used during the construction of the house. The ACC must be informed of plans to perform any such projects prior to commencement of any work. The ACC maintains the option to inspect the work on these projects as it sees fit to maintain the high standard of quality within Secret Cove.

Fences & Dog Runs

Fences

ACC approval must be obtained for any new fence. Drawings or an image of the fence to be used is required for approval. Replacement of broken, fallen or otherwise damaged existing fences or gates does not require approval as long as the replacement matches the existing fence or gate. Homeowners shall erect no fences that do not meet the following specifications:

- a. No portion of any fence shall extend street ward beyond the back wall of any home, nor shall any fence cross any property line. A gate that crosses a property line in its open position is permissible so long as it crosses no property line when fully closed and so long as all property owners involved agree to such arrangement.
- b. Homeowners are responsible for surveying property lines prior to a fence being installed.
- c. No wire, mesh or chain link fence shall be permitted: however, a split rail fence may be lined on the inside with wire fencing coated in plastic so long as such coating is of an inconspicuous color (i.e. green, black, or brown) and so long as the lining is no taller than the top rail of the fencing.
- d. No fence of piecemeal construction shall be permitted. Piecemeal as used in the above sentence shall be defined by the ACC. The homeowner shall attempt to conform to the existing fences on adjoining properties.
- e. Fences shall be built with the finished side of the fence facing out from the property.
- f. Each homeowner having a fence on his property shall be fully responsible for keeping such fence in good repair at all times.

Dog Runs

Dog runs are not permitted. Dogs are permitted to be outdoors, untethered in a fenced backyard. Dogs may be tethered in an unfenced yard for no more than one hour a day unsupervised. Adherence to local, county, and state laws applies. Adequate shade, food, and water must be provided to a dog left outdoors. Any reports of animal cruelty made to the board will be immediately referred to Gwinnett County Animal Control as well as local law enforcement.

Paint & Siding

Paint Colors

ACC approval must be obtained for any new paint color on the exterior of the home, including porches, shutters, doors, decks, or other structures.

1. Colors selected must complement the existing brickwork, stucco, or masonry of the home in question and the current style and trends in Secret Cove. Color samples must be submitted with the request. If you are maintaining the exact color, please just let the ACC know, no ACC permit is required.
2. Touch up painting shall be done using paint that matches the existing paint on the house.

Siding

ACC approval must be obtained for additions, repairs, replacement of siding. Additions, repairs, or replacement of existing siding can be wood, vinyl or insulated vinyl, as long as it is compatible with the original architecture of the home. Images or drawings of the material to be used must be submitted for approval.

Mailboxes

Mailboxes shall be functional to US Postal Code standards and when it is a legacy structure, the preferred replacement is the same type of construction whether that be brick and mortar or stucco. Mailboxes shall remain upright and if they are tilting, they should be replaced or leveled. In cases where those materials are not desired, the acceptable alternative is black wrought iron in examples of already existing replacements. No other type of mailbox shall be accepted.

Sheds, Outbuildings, and Lean-tos

All sheds, outbuilding, or other structures must be approved by the ACC. Lean-tos are not permitted. Car ports are not permitted. Drawings or an image are required for approval. Sheds, outbuildings, or other structures must adhere to the following guidelines:

1. Only one structure per lot other than the primary residence.
2. The structure must complement the primary residence in appearance.
3. Positioning of the structure must be in an inconspicuous location on the lot according to city, county, or state laws, consideration of neighboring homes, and must be approved by the ACC.
4. The structure may not have a total footprint including any porch or additions of more than 160 square feet and can only be one story tall.
5. It must have a poured concrete or concrete block foundation with landscaping to cover the foundation.
6. The structure can be constructed from either resin or wood.
 - a. Resin structures must adhere to the following:
 - i. Be of complimentary design and color to the primary residence
 - ii. The roof pitch must have a minimum of a 6:12 pitch.
 - iii. Wall height can not be over 10 feet.
 - iv. No plumbing is allowed in the structure
 - v. Electricity can be installed only by a licensed electrician. All electrical leads must be underground going to the structure.
 - vi. The structure must meet the following minimum specifications:
 1. Max Roof Load – 23 psf
 2. Wind Rating – 65 mph
 3. Roof Pitch – 6:12
 4. Warranty – 10 years
 - b. Wood structures must adhere to the following:
 - i. Wooden structures must have the same type roof as the primary residence
 - ii. Siding must be similar to the primary residence painted the same or a complimentary color.

- iii. The roof pitch must have a minimum of a 6:12 pitch.
 - iv. Wall height can not be over 10 feet.
 - v. No plumbing is allowed in the structure.
 - vi. Electricity can be installed only by a licensed electrician. All electrical leads must be underground going to the structure.
 - vii. The structure must meet the following minimum specification:
 - 1. Roof Dead Load – 10 psf
 - 2. Floor Live Load – 40 psf
 - 3. Floor Dead Load – 10 psf
 - 4. Wind Velocity – 90 mph
7. Owner is responsible for obtaining any necessary permits from the City or County.

Sidewalks, Driveways, and other Concrete Work

Construction or replacement of any driveway, sidewalk, or other concrete work requires approval from the ACC and a permit from the City of Sugar Hill.

Playgrounds, Playhouses, Swing Sets, & Basketball Goals

Any playgrounds, playhouses, swing sets, etc. must have ACC approval. Playgrounds, playhouses, and swing sets may only be placed in the back of the home. A photo is required for approval.

All basketball goals must consist of a metal pole and quality, attractive backboard. All goals must be properly installed in concrete as a separate unit from the home and may not be attached to or supported by the structure of the home. Portable goals are permitted but must remain on your property and are not permitted to be used in the street. All goals, including but not limited to, the pole, backboard, and netting shall be kept in good repair.

Additions

ACC approval must be obtained for any new enclosed space (enlarged garage, additional living areas not presently part of existing home). Structural drawings are required for approval.

Garage Conversions

Conversion of an existing garage to another living space such as a playroom, living room, bonus room, etc. is not permitted.

Roofing

ACC approval must be obtained for replacement of a roof. An image or color sample of the shingle to be used is required for approval. The selection of roof covering must compliment the home both in color and style. Architectural shingles are preferred. No metal roofing will be permitted.

Solar

Solar panels are permitted with ACC Approval. A photo or design as well as placement is required. Ideally, solar panels will be placed on the side or rear of the home, not visible from the street. Homeowners are encouraged to thoroughly

research before adding solar to their homes. Though solar panels are an eco-friendly power source, there can be hidden costs and expenses not made apparent upfront. Be sure to consult with your homeowner's insurance company as many policies do not cover damage to roofs after solar panels are installed, even from hail or storm damage.

Satellite Dishes & Antenna

Small satellite dishes and antennas less than 1 meter in diameter are permitted and should be placed in an inconspicuous location in the rear of the home. ACC approval is required for placement only. Only one satellite dish or antenna is permitted per home. No transmission antennas are permitted. Any satellite dish or antenna must be installed in compliance with FCC regulations.

Patios, Decks, Porches & Pergolas

Slab on Grade Patios

1. The City of Sugar Hill requires a permit and inspection for any type of slab on grade concrete work (including but not limited to patios). Homeowners requiring such work must submit to the ACC with drawings.
2. No patio of any type shall extend street ward beyond the back wall of any home, nor shall any patio cross any property line.

Decks & Pergolas (Open)

ACC approval must be obtained for

1. Any enlargement of an existing deck or pergola.
2. Any reconstruction of an existing deck or pergola.
3. Any construction of a new deck or pergola.
4. Any painting or staining of a new or existing deck or pergola.

Structural drawings are required for approval.

Screened Porches and Sunrooms

ACC approval must be obtained for:

1. Enclosure of an open deck to create a screened porch or unheated sunroom.
2. Additions such as climate controlled sunrooms, or additional living spaces.
 - a. This type of work will require a building permit to be issued by the City of Sugar Hill. Inspections for specified phases of construction shall be performed by the City of Sugar Hill, as deemed necessary. All questions regarding permits and inspections should be directed to the City of Sugar Hill.

Rebuilding from Disaster

In the event a home is destroyed by disaster such as fire or storm and requires to be rebuilt, the ACC must approve all designs for new construction. Any new construction must be in the style and integrity of the community.

Building Permits

It is the sole responsibility of the owner to ensure any permits required by the city or county government are obtained prior to work commencing.

Maintenance & Upkeep of Property

Maintenance is defined as those actions taken in order to preserve the integrity of and/or repair the dwelling (home). Maintenance includes, but is not limited to, repairs to the exterior and/or interior of the home due to normal wear and tear, damage sustained by Acts of God and accidents of any nature. The homeowner shall maintain his home, at a minimum, in its original condition.

1. Exterior of the house shall be well maintained and kept in good repair, including but not limited to windows, screens, gutters, and chimneys.
2. Any repairs or maintenance, which affects the exterior appearance of the house, shall adhere to the guidelines of this document and may require approval by the ACC.
3. Lots shall be kept free of all garbage, litter and debris.
4. Trash, garbage and other waste shall be kept in sanitary containers. These containers shall be kept in the garage, on the side, or in the rear of the house. Properly bagged trash, garbage, and waste shall be placed at the curb one night prior to city garbage pick-up.
5. Burning of leaves, limbs and other natural vegetation that may fall on one's own property, provided that said burning is conducted during daylight hours when prevailing winds are not in excess of 15 mph and the fire is located at least 25 feet from the nearest property line. Any burning must be done in accordance with Gwinnett County Fire Code regulations. It is the responsibility of the owner to ensure they are following the most recent Gwinnett County regulations and that no burn ban is in effect.

Noise

No excessive noise shall be permitted between the hours of 10:00pm and 7:00am. This includes yard maintenance, contracting work, loud music, loud vehicles, or any other loud noises that may originate from your property.

Fireworks shall be allowed on major national holidays that are traditionally celebrated with fireworks such as but not limited to 4th of July, New Years Eve, and Chinese New Year. Fireworks shall conform to state and local codes. As a courtesy to your neighbors, please notify those around you of your plans to use fireworks as our neighborhood is home to veterans, children, and pets. No fireworks should be discharged past 10:00 pm. Any debris caused by fireworks must be removed immediately. Fireworks are not permitted in any common areas including the pool, tennis courts, and playground area. Owners are responsible for any damage caused by fireworks.

Leasing Permits

Application Process

Owners wishing to apply for a leasing permit must submit a leasing permit application on the Secret Cove HOA website. To be eligible for a leasing permit, the following criteria must be met:

1. The owner has occupied the property for a minimum of one year.
2. The leasing cap of 10 homes has not been exceeded.
3. No outstanding dues, violations, fees, or liens are owed and the owner is in good standing with the HOA.
4. The property has not accrued more than 3 violations in the previous 12 months prior to the application.

The board will review all applications and provide a decision within 14 business days. No lease may be entered into prior to a leasing permit being issued.

Hardship Application

Owners experiencing hardship that would be eased by a leasing permit may apply for a leasing permit even if the total number of allowed permits are in use. A hardship leasing permit may be issued at the discretion of the board and must be reviewed by the board every year if the rental cap has been exceeded. Owners requesting a hardship leasing permit must meet the following criteria:

1. No outstanding dues, violations, fees, or liens are owed and the owner is in good standing with the HOA.
2. The property has not accrued more than 3 violations in the previous 12 months prior to the application.
3. Hardship can be demonstrated with financial statements or other documentation.
4. All rules, regulations, fees, and fines for leasing permits apply unless specifically waived by the board.

Waitlist

When the rental cap has been met, the board will maintain a leasing permit wait list. The wait list is non-transferrable and an owner's place on the waitlist cannot be transferred to another owner or if the home is sold.

Leasing Requirements

1. All leases must be for an initial term of 1 year unless otherwise approved by the board.
2. Subleasing of lots is not permitted unless approved by the board.
3. Owner shall provide the board with a copy of the lease to be used a minimum of 7 days prior to entering into a lease agreement.
4. Within 7 days of entering a lease agreement and prior to occupancy by the tenant, the owner shall provide the board with
 - a. A copy of the executed lease and HOA addendum to lease
 - b. The names, phone numbers, email addresses, work locations and work phone numbers of all of the tenants under the lease
 - c. Owner's phone number, email address, work location, work phone number and physical street address to be occupied by the Owner when the Lot is leased
 - d. A copy of a credit report and background check of each leasee or affidavit stating checks were conducted
 - e. If the above is not provided to the board within 7 days of the execution of the lease, the lease will be deemed invalid and the board will prohibit occupancy and the owner will be in violation of the leasing regulations and subject to a fine and daily fees for each day the unit is occupied in violation.
5. Short term rentals and use of short term vacation rental services such as but not limited to AirBnB or VRBO is prohibited by an owner or tenants.
6. The owner is responsible at their own expense to provide a copy of all HOA governing documents to the tenant.
7. For more details regarding leasing requirements, please refer to Section 9 of the Covenants.

Renewal Process

Leasing permits may be renewed 30 days prior to the expiration of the leasing permit by taking the following action:

1. Paying the Leasing Administration Fee
2. Provide the board with updated executed lease and HOA addendum in accordance with the Leasing Requirements listed above
 - a. Updating tenant information with the board if tenant will remain the same
 - b. If tenant will change, provide the board with move out date for current tenant

- c. Provide a new copy of the lease agreement if the lease has changed
- d. When a new lease is entered into
 - i. A copy of the executed lease and HOA addendum to lease
 - ii. The names, phone numbers, email addresses, work locations and work phone numbers of all of the tenants under the lease
 - iii. Owner's phone number, email address, work location, work phone number and physical street address to be occupied by the Owner when the Lot is leased
 - iv. A copy of a credit report and background check of each leasee or affidavit stating checks were conducted
 - v. If the above is not provided to the board within 7 days of the execution of the lease, the lease will be deemed invalid and the board will prohibit occupancy and the owner will be in violation of the leasing regulations and subject to a fine and daily fees for each day the unit is occupied in violation.

Revocation of Leasing Permit

The board reserves the right to revoke a leasing permit in accordance with the provisions provided in Section 9 of the Covenants.

Fees & Fines

Fee/Fine	Rate
Leasing Permit Violation	\$500.00 initial fine, \$100 per day property is occupied in violation
Leasing Administration Fee	\$250.00 due annually

Common Areas

General Rules for all Common Areas

1. No weapons of any kind
2. No fireworks
3. No smoking
4. Be kind and courteous
5. No loitering
6. No vandalization

Pool

Any member or guest not adhering to pool rules will be asked to leave the pool. Any adult member of the Association may enforce rules and may notify Gwinnett County Police if required. Any person using the pool may be requested to

provide their name and address by any adult member of the association. Vandals will be prosecuted to the fullest extent of the law and will be held liable for damages. Owners are responsible for their guests at all times and will be assessed any fees incurred by their guests.

Pool Hours

The pool is seasonal and typically opens in May and closes in late September/early October depending on the weather.

Hours of Operation

Sunday - Thursday 9:00am to 10:00pm

Friday - Saturday 9:00am to 11:00pm

The pool is open exclusively for lap swimmers daily from 6:00am to 9:00am

Swimming Pool Rules and Regulations

General Rules

1. The HOA doesn't condone swimming alone.
2. NO LIFEGUARD ON DUTY. Each member swims at their own risk. The HOA assumes no responsibility for members or guests using the pool facilities.
3. Anyone in the pool area after pool hours without permission from the board is trespassing. Anyone in violation will have their pool privileges revoked.
4. Membership identification is required by everyone entering the premises. Tags must be visible (on towels, bags, etc.). ID Tags must be presented upon request. Failure to present an ID tag may result in a suspension of pool privileges or a trespassing order. Guests must be accompanied by a member at all times.
5. Proper swim attire (bathing suit) must be worn while swimming. No street clothes are permitted in the pool. Swim diapers are required for children who are not toilet trained.
6. The HOA accepts no responsibility for valuables brought into the pool area or left unattended.
7. Pool furniture shall not be removed from the pool area at any time and is to be used for the intended purposes only (i.e. no goal posts, forts, etc.).
8. No one will be allowed to swim with open or infected wounds or sores, colds, inflamed eyes, or skin disorders.
9. Intoxication on pool grounds is prohibited.
10. Fireworks and sparklers are prohibited in all common areas.
11. Weapons are prohibited on all SCHOA premises. Weapons include but are not limited to firearms, knives, pepper spray/mace, bombs, or explosive devices.
12. No large floatation/personal watercraft allowed in the pool, including canoes, kayaks, large inflatable rafts, or paddle boats.

Children's Use and Supervision

1. No children under 14 years old will be allowed to swim without the supervision of a parent, guardian, or babysitter. Supervision means being IN THE POOL ENCLOSURE and paying attention to the swimmers in the pool.
2. Anyone under the age of 14 must be accompanied by another person 16 years or older.
3. No one under 18 years old may swim alone.
4. Any child wearing a floatation device must have a guardian in the water with them.
5. Parents, guardians, or babysitters will have ultimate responsibility for their children while in the pool area.

Deck Rules

1. NO GLASS OF ANY KIND IS PERMITTED IN THE POOL AREA

2. No running or pushing or horseplay of any kind
3. No loud music.
4. No disruptive behavior. This includes profanity, dunking, or throwing someone into the pool.
5. No loitering in the bathroom areas or the clubhouse.
6. When leaving the pool area, each member is responsible for leaving the area in good condition. Trash should be put in containers, and personal possessions removed from the pool area.
7. If you use an umbrella, or you are the last to leave the pool, PLEASE LOWER THE UMBRELLAS regardless of the time of day.
8. No Smoking on the pool deck.

Special Events

1. Owners are not able to reserve the pool area for exclusive use, however reservations at the clubhouse may use the pool. Event hosts are asked to be courteous of others at the pool.
2. No event may be scheduled to run beyond 8pm.
3. Members requesting special events are responsible for clean up and any damages.
4. The HOA may host events for the enjoyment of all residents at the pool.

Pool Crew

The Pool Crew is a group of neighborhood volunteers who help keep the pool, deck, and bathrooms clean and maintained during the pool season. To volunteer for the Pool Crew, please email board@secretcovehoa.com.

Clubhouse

The clubhouse is available for rent to owners. Owners may request to rent the clubhouse on the website at secretcovehoa.com. Owners must be in good standing with no outstanding fees, dues, or liens to rent the clubhouse. A rental fee, security deposit, and signed rental agreement is required. Owners are responsible for all damages incurred during their rental period.

Tennis & Pickle Ball Courts

Secret Cove HOA (SCHOA) Tennis/Pickleball courts are for the use and enjoyment of SCHOA residents and guests only and are available on a first-come, first-served basis unless the amount of use warrants a sign up system. The SCHOA Tennis and Pickleball Committee is chartered by the SCHOA Board of Directors can be reached at board@secretcovehoa.com. To volunteer for the Tennis and Pickleball committee, please email the board.

Only residents, guests and instructors as described below may use the courts. The Tennis/Pickleball Committee/SCHOA Board can grant use of the courts for practices, matches and tournaments to residents who request use in advance.

Residents - dues paying members of the HOA in good standing.

Guest - Guest players who are with a resident.

Hours of Operation

Sunday - Thursday 7:00 A.M. to 10:00 P.M.

Friday and Saturday 7:00 AM to 11:00 PM

Court Rules

1. Courts are for Tennis/Pickleball play and practice only – any other use is prohibited.

2. A resident may extend the use of the courts to no more than three (3) guests at one time. The resident must be present when their guests are playing.
3. Players using the courts for play or practice while others are waiting, are limited to one hour unless special permission for extended use has been granted by the SCHOA tennis/pickleball committee for lessons, matches or tournaments as described above. The next player(s) to get court access will be determined by respective time of arrival at the courts.
4. Court nets are presently set for tennis height and the height should remain unchanged for Pickleball play. Should tournament or competitive conditions change, this condition can be changed.
5. Proper tennis or court shoes are required. No cleats or any soles that will leave marks or damage the court surface are allowed.
6. Non-players must always stay out of the court areas. Players or spectators who shout, hit balls against the fence, play loud music or any other practice that can be considered annoying to players may be asked to lower their volume.
7. Parents are strictly responsible for the conduct of their children.
8. No pets, food, alcoholic beverages (except as allowed at Tennis/Pickleball Committee events), playpens, glass containers or wheeled objects including but not limited to bikes, scooters, strollers or skateboards are allowed on the courts at any time. Tennis ball hoppers or tennis/pickleball ball machines with wheels are allowed.
9. Players should clean up after themselves using the trash receptacles next to the court entrances for tennis cans, water bottles or any other trash.
10. Weapons are prohibited on all SCHOA premises. Weapons include but are not limited to firearms, knives, pepper spray/mace, or explosive devices.

Any violations of court rules may result in the denial of access to common areas and/or tennis/pickleball privileges by action of the SCHOA Board of Directors. Violations of the rules including being asked to leave the courts or to wait longer periods than defined above must be reported to the board in writing by emailing board@secretcovehoa.com. Additionally, **the HOA or committee members** have the authority to require anyone to immediately and/or temporarily leave the tennis/pickleball facility for any infraction of the rules, inappropriate behavior, or when safety is threatened.

Playground

The playground is for the use and enjoyment of the children in Secret Cove. The playground is open from dawn to dusk.

1. Use of playground at your own risk
2. Children under 7 years of age must be accompanied by an adult
3. No glass in the playground area
4. Proper footwear must be worn at all times
5. Improper use of equipment is prohibited
6. Hold on to swings with both hands
7. No jumping off of swings or equipment
8. No standing on swings
9. Use the slide feet first
10. No climbing up the slide
11. Be mindful of others
12. No pushing, shoving, or bullying of any kind

Violations & Fines

If an owner is found to be in violation of rules set forth in this document or the covenants, a letter will be sent to the owner. If compliance is not forthcoming within 14 days, a second notice will be sent. Fines will be incurred 30 days after the second notice. A fine of \$10.00 per day per infraction listed in the notice will incur until the infraction is corrected. If the amount of the fine reaches \$200.00, the homeowner will be notified a lien is being placed against the property.

If an owner requires assistance, has scheduled work to comply, or otherwise is unable to reasonably comply within the given time frame, the owner can request an extension in writing by emailing board@secretcovehoa.com. The board will review the request and may grant an extension and defer fees at their discretion.

All fines are levied at the discretion of the Board and are subject to change without notice. Continuing violations include, without limitation, failure to maintain a property, failure to properly maintain landscaping in a neat and attractive condition, installation of unapproved modifications, failure to remove an unapproved modification, and continuing nuisances and/or improper behavior. Non-Continuing violations include, without limitation, unauthorized tree removal, noise violations, non-continuing nuisance and improper behavior violations and parking violations.

Fee Schedule

This fee schedule is a list of the current and common fees and is subject to change. This is not a comprehensive list of all fees.

Fee type	Rate	Occurrence
Annual Dues	\$550.00	Annual
Replacement Pool Key	\$25.00	As requested
Initiation Fee	\$550.00	Transfer of property
Closing Letter Fee	\$75.00	As requested
Foreclosure Administration Fee	\$550.00	As required
Leasing Administration Fee	\$250.00	Annual with Leasing Permit
Late Fee	\$10 or 10% of balance due, whichever is greater	Assessed 30 days past the due date of a fee or assessment.
ACC Review Fee	Assessed as needed	This fee is only assessed if an outside expert is required to consult on plans submitted by a homeowner. The homeowner will be informed of the need for this prior to an expert being consulted and will have the opportunity to withdraw their application or submit additional documentation that may render a review unnecessary.

