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Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS**

FOR

PARKVIEW TOWNHOMES

**Adopted March 27, 2002
with revisions & amendments dated
11/6/16**

Upon recording, please return to:

AFTER RECORDING RETURN TO:
ELIZABETH S. COOK
4840 ROSWELL ROAD, NW
BUILDING B, SUITE 220
ATLANTA, GA 30342

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owned, conveyed, and used subject to all of the provisions of this Declaration, which shall run with the title to such property. This Declaration shall be binding upon all Persons having any right, title, or interest in any portion of the Properties, their heirs, successors, successors-in-title, and assigns.

This Declaration shall run with the land and have perpetual duration, subject to the right to termination as provided herein. However, for so long as Georgia law limits the period during which covenants may run with the land, any provision of the Declaration affected by the law shall run with and bind the Properties for the maximum duration permitted by law; and, thereafter, such provisions shall be automatically extended for successive periods of 20 years (unless terminated in compliance with O.C.G.A. Section 44-5-60). This Declaration may be terminated only by a Recorded instrument signed by Owners of at least 80% of the total Lots within the Properties and the written consent of Declarant, if any. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement.

1.3. Governing Documents.

The Governing Documents create a general plan of development for Parkview Townhomes, which may be supplemented by additional covenants, restrictions, and easements.

The Governing Documents shall be enforceable by the Declarant, the Association, any Owner, and their respective legal representatives, heirs, successors, and assigns, by any means available at law or in equity, subject to the provisions of Article XIV, if applicable.

In the event of a conflict between or among the Governing Documents and any such additional covenants or restrictions, the Governing Documents shall control. Nothing in this Section shall preclude any Supplemental Declaration or other Recorded covenants applicable to any portion of the Properties from containing additional restrictions or provisions which are more restrictive than the provisions of this Declaration.

All provisions of the Governing Documents shall apply to all Owners and to all Occupants of their Lots, as well as their respective tenants, guests, and invitees. Any lease on a Lot shall provide that the lessee and all Occupants of the leased Lot shall be bound by the terms of the Governing Documents.

If any provision of this Declaration is determined by judgment or court order to be invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications.

All diagrams which are included in the Governing Documents are intended only to summarize the express written terms therein. **Diagrams are not intended to supplant or supplement the express written or implied terms contained in the Governing Documents.**

Article II Concepts and Definitions

The terms used in the Governing Documents shall generally be given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms shall be defined as set forth below.

"Architectural Review Committee": The committee Declarant may create at such time as it shall determine in its sole discretion, and, thereafter, the committee appointed by the Association, to review new construction and administer and enforce the architectural controls, as more specifically provided in Section 4.2.

"Area of Common Responsibility": The Common Area, together with such other areas, if any, for which the Association has or assumes responsibility pursuant to the terms of this Declaration, any Supplemental Declaration or other applicable covenants, contracts, or agreements.

"Articles of Incorporation" or "Articles": The Articles of Incorporation of Parkview Townhomes Community Association, Inc., as filed with the Georgia Secretary of State.

"Association": Parkview Townhomes Community Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

"Base Assessment": Assessments levied on all Lots subject to assessment under Article VIII to fund Common Expenses for the general benefit of all Lots.

"Board of Directors" or "Board": The body responsible for administration of the Association, selected as provided in the By-Laws and generally serving the same role as the board of directors under Georgia corporate law.

"By-Laws": The By-Laws of Parkview Townhomes Community Association, Inc., attached as Exhibit "D," as they may be amended from time to time.

"Common Area": All real and personal property, including licenses and easements, which the Association owns, leases, or otherwise holds possessory or use rights in for the common use and enjoyment of Owners, and all areas designated as a "common element" or "common area" on the Plats. The term shall include the Exclusive Common Area, as defined below, and may also include, without limitation, recreational facilities, entry features, security gates, perimeter fences, signage, landscaped medians, right of ways and greenbelts, if any.

"Common Expenses": The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of the Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents.

"Community-Wide Standard": The standard of conduct, maintenance, and appearance generally prevailing throughout Parkview Townhomes, or the minimum standards which the Declarant, the Board, and the Architectural Control Committee may establish for Parkview Townhomes as set forth in the Use Restrictions, Rules, Design Guidelines, Board resolutions, and by examples set forth by the Board and Declarant, whichever is a higher standard. Such standard may contain both objective and subjective elements. The Community-Wide Standard may evolve as development progresses and as needs and demands change in response to, among other things, market factors and environmental concerns or pressures.

COMMUNITY-WIDE STANDARD		
<i>The higher of:</i>		
MINIMUM STANDARDS	OR	PREVAILING STANDARD
<i>Design Guidelines</i> <i>Use Restrictions and Rules</i> <i>Board Resolutions</i> <i>Example set by Declarant and Board</i>		

"Declarant": EJS Properties, Inc., a Georgia corporation, or any successor, successor-in-title, or assign who takes title to any portion of the property described in Exhibits "A" or "B" for the purpose of development and/or sale and who is designated as Declarant in a Recorded instrument executed by the immediately preceding Declarant.

"Declarant Control Period": The period of time during which Declarant is entitled to appoint a majority of the members of the Board of Directors as provided in the By-Laws.

"Design Guidelines": The architectural, design, and construction guidelines and application and review procedures applicable to the Properties as promulgated and administered pursuant to Article IV, as they may be amended.

"Dwelling Unit": Any building or structure or portion of a building or structure situated upon a Lot and which is intended for use and Occupancy as a residence for a single family.

"Exclusive Common Area": A portion of the Common Area primarily benefitting one or more, but less than all, Lots, as more particularly described in Article XII.

"Governing Documents": A collective term referring to this Declaration and any applicable Supplemental Declaration, the By-Laws, the Articles, the Design Guidelines, and any Use Restrictions and Rules adopted by the Board, as they may be amended.

GOVERNING DOCUMENTS

Articles of Incorporation _____ (filed with Secretary of State)	establishes the Association as a non-profit corporation
By-Laws _____ (adopted by Board of Directors)	administrative rules governing the Association's internal affairs, such as voting rights, elections, meeting, officers, etc.
Declaration _____ (recorded in Public Records)	creates obligations which are binding upon the Association and all present and future owners of property in the community
Supplemental Declaration _____ (recorded in Public Records)	adds property to the community and may create additional obligations or restrictions on such property
Design Guidelines _____ (adopted by Declarant)	establishes architectural standards and guidelines for improvements and modifications to Lots, including structures, landscaping and other items on Lots and Dwelling Units
Use Restrictions and Rules _____ (initial set included in Declaration)	specific provisions governing use of property, activities, and conduct within the community

"Home Owner": An Owner other than Declarant.

"Lot": A contiguous portion of the Properties, whether improved or unimproved, other than Common Area, Area of Common Responsibility, and property dedicated to the public, which may be independently owned and conveyed and which is intended to be developed, used, and Occupied. The term shall refer to the land, if any, which is part of the Lot as well as any improvements, including any Dwelling Unit, thereon. The boundaries of each Lot shall be delineated on a Recorded Plat.

Prior to Recording of a subdivision plat, a parcel of vacant land shall be deemed to contain the number of Lots designated for residential use for such parcel on the applicable preliminary plat or site plan approved by Declarant, whichever is more current. Until a preliminary plat or site plan has been approved, such parcel shall contain the number of Lots set by Declarant in conformance with the Master Plan.

"Plat": The engineering survey or other surveys for all or any portion of the Properties, together with such other diagrammatic information regarding the Properties as may be required by law, or included in the discretion of Declarant, as they may be amended and supplemented from time to time and Recorded.

"Properties": The real property described in Exhibit "A," together with such additional property as is made subject to this Declaration in accordance with Article IX. Exhibit "A" and each Supplemental Declaration which subjects property to the Declaration shall provide a legal description of the Common Area included therein, if any.

"Record", "Recording", or "Recorded": To file, filing, or filed of record in the official records of the Office of the Clerk of the Superior Court of Fulton County, Georgia. The date of Recording shall refer to that time at which a document, map, or Plat is Recorded.

"Rules": Regulations and guidelines relating to the use of Common Area and conduct of persons on the Properties, as more specifically provided and authorized in Article III.

"Special Assessment": Assessments levied in accordance with Section 8.3.

"Specific Assessment": Assessments levied against a particular Lot or Lots for expenses incurred or to be incurred by the Association for the purposes described in Sections 7.4 and 8.4.

"Supplemental Declaration": An instrument executed by Declarant which amends this Declaration pursuant to Article IX and subjects additional property to this Declaration, identifies Common Area within the additional property, and/or imposes, expressly or by reference, additional restrictions, easements, and obligations on the land described in such instrument.

"Use Restrictions": Restrictions relating to an Owner's use of his or her Lot and conduct of Persons on the Properties, as more specifically authorized and provided for in Article III.

PART TWO: CREATION AND MAINTENANCE OF COMMUNITY STANDARDS

The standards for use, conduct, maintenance, and architecture within Parkview Townhomes are what gives the community its identity and make it a place that people want to call "home." Yet those standards must be more than a static recitation of "thou shalt not's." This Declaration establishes procedures for rulemaking as a dynamic process which allows the community standards to evolve as the community grows and as technology evolves

Article III Use and Conduct

3.1. Framework for Regulation.

The Governing Documents establish, as part of the general plan of development for the Properties, a framework of affirmative and negative covenants, easements, and restrictions governing the Properties. Within that framework, the Board and the Members must have the ability to respond

"Majority": Unless otherwise specifically defined in a provision of the Governing Documents, the term "majority" shall mean those votes, owners, or other groups as the content may indicate totaling more than 50% of the total eligible number.

"Master Plan": The master land use plan and/or construction plans for the development of Parkview Townhomes as may be approved by Atlanta, Fulton County, Georgia, as it may be amended, which plan includes all of the property described in Exhibit "A" and all or a portion of the property described in Exhibit "B" that Declarant may from time to time subject to this Declaration. The Master Plan may also include subsequent plans approved by Atlanta, Fulton County, Georgia, for the development of all or a portion of the property described in Exhibit "B" which Declarant may from time to time subject to this Declaration. Inclusion of property on the Master Plan shall not, under any circumstances, obligate Declarant to subject such property to this Declaration, nor shall the omission of property described in Exhibit "B" from the Master Plan bar its later submission to this Declaration as provided in Article IX.

"Maximum Lots": The maximum number of Lots approved for development within Parkview Townhomes under the Master Plan, as amended from time to time; provided, however, nothing in this Declaration shall be construed to require Declarant to develop the maximum number of lots approved. The Maximum Lots as of the date of this Declaration is nineteen (19) Lots.

"Member": A Person subject to membership in the Association pursuant to Section 6.2.

"Mortgage": A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Lot. A "Mortgagee" shall refer to a beneficiary or holder of a Mortgage.

"Occupant", "Occupy", "Occupies", or "Occupancy": Unless otherwise specified in the Governing Documents, shall mean staying overnight in a particular Dwelling Unit for at least 60 days in the subject calendar year. The term "Occupant" shall refer to the individual who Occupies a Dwelling Unit.

"Owner": One or more Persons, which may include Declarant, who hold the record title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a Recorded contract of sale, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner.

"Parkview Townhomes": That certain master planned community located in Atlanta, Fulton County, Georgia, which is more particularly described in the Master Plan, as it may be amended from time to time

"Person": A natural person, a corporation, a partnership, a trustee, or any other legal entity.

to unforeseen problems and changes in circumstances, conditions, needs, desires, trends, and technology which inevitably will affect Parkview Townhomes, its Owners and residents. Therefore, this Article establishes procedures for modifying and expanding the initial Use Restrictions, which are set forth below and Rules, which may be created and revised from time to time.

3.2. Use Restriction and Rule Making Authority.

(a) Board's Authority. Subject to the terms of this Article and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may modify, cancel, limit, create exceptions to, or expand the Use Restrictions and may create, modify, and enforce reasonable Rules governing the use of the Properties, consistent with other provisions in the Governing Documents. However, the Board shall have no authority to create new Use Restrictions. The Board shall send notice to all Members concerning any proposed action on Use Restrictions or Rules at least ten business days prior to the Board meeting at which such action is to be considered. For this purpose, notice may be sent to each Member by: U.S. mail; electronic telecommunication (*i.e.*, fax or "e-mail") with confirmation of receipt; or, publication in the community newsletter delivered or mailed to each Member, provided that such notice is clearly identified under a separate headline in the newsletter. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken.

Such action shall become effective, after compliance with subsection (c) below, unless acting at a meeting, Members representing a majority of the total votes in the Association and Declarant, if any, disapprove the action. The Board shall have no obligation to call a meeting of the Members to consider disapproval except upon receipt of a petition signed by Members representing at least 25% of the total votes of the Association as required for special meetings in the By-Laws. Upon such petition prior to the effective date of any Board action under this Section 3.2(a), the proposed action shall not become effective until after such meeting is held, and then subject to the outcome of such meeting.

(b) Members' Authority. Alternatively, the Members, at an Association meeting duly called for such purpose and in accordance with Section 2.4 of the By-Laws, may adopt provisions which modify, cancel, limit, create exceptions to, or expand the Use Restrictions or Rules by a vote of Members representing a majority of the total votes in the Association and the approval of Declarant, if any. New Use Restrictions may only be adopted pursuant to the amendment terms of Section 19.2.

(c) Notice. At least 30 days prior to the effective date of any action taken under subsections (a) or (b) of this Section, the Board shall provide a copy of the new Use Restriction or Rule or explanation of any modifications to the existing Use Restrictions or Rules to each Member specifying the effective date. For this purpose, the Board may send a copy of the new or modified Use Restriction or Rule either by: U.S. mail; electronic telecommunication (*i.e.*, fax or "e-mail") with confirmation of receipt; or, publication in the community newsletter delivered or mailed to each Member, provided that such notice is clearly identified under a separate headline in the newsletter.

Upon written request by an Member or Mortgagee, the Association shall provide, without cost, a single copy of the newly revised Use Restrictions and Rules. The Association may charge a reasonable fee for additional copies of the revised Use Restrictions and Rules.

(d) No Authorization To Change Design Guidelines. Nothing in this Article shall authorize the Board or the Members to modify, repeal, or expand the Design Guidelines. In the event of a conflict between the Design Guidelines and the Use Restrictions and Rules, the Design Guidelines shall control.

3.3. Owners' Acknowledgment and Notice to Purchasers.

All Owners are given notice that use of their Lots and the Common Area is limited by the Use Restrictions and Rules as may be amended, expanded, and otherwise modified. **Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of his or her Lot can be affected by this provision and that the Use Restrictions and Rules may change from time to time as provided under Section 3.2.** All purchasers of Lots are on notice that changes may have been adopted by the Association. Copies of the current Use Restrictions and Rules may be obtained from the Association.

3.4. Protection of Owners and Others.

No Use Restriction shall be modified or Rule shall be adopted in violation of the following provisions, except as may be specifically set forth in this Declaration (either initially or by amendment) or in the initial Use Restrictions set forth below:

(a) Abridging Existing Rights. If any Use Restriction or Rule would otherwise require Owners to dispose of personal property which they maintained in or on the Lot prior to the effective date of such regulation, or to vacate a Lot in which they resided prior to the effective date of such regulation, and such property was maintained or such Occupancy was in compliance with this Declaration and all Use Restrictions and Rules previously in force, such Use Restriction or Rule shall not apply to any such Owners without their written consent.

(b) Activities Within Dwelling Units. Except for such activities as may be expressly permitted in this Declaration (including but not limited to "Business Use" as addressed in Section 3.5(b) below), no Use Restriction or Rule shall interfere with the activities carried on within the confines of Dwelling Units, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of Occupants of other Lots, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, that create an unreasonable source of annoyance, or that otherwise violate local, state, or federal laws or regulations.

(c) Alienation. No Use Restriction or Rule shall place a blanket prohibition on leasing or conveying any Lot or require the Association's consent before leasing or conveying any Lot. However, the Association may (i) require that Owners use lease forms approved by the Association; (ii) impose a reasonable fee on the lease or conveyance of a Lot based upon the Association's related administrative costs; (iii) require that the Association be provided with advance notice of any lease or conveyance; and, (iv) require such other payments or actions as may be provided for by this Declaration. Additionally, this Declaration may require a minimum lease term.

(d) Allocation of Burdens and Benefits. No Use Restriction or Rule shall alter the allocation of financial burdens among the various Lots or rights to use the Common Area to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the available Common Area, from adopting generally applicable rules for use of Common Area, or from denying use privileges to those who abuse the Common Area or violate the Governing Documents. This provision does not affect the right to increase the amount of assessments as provided in Article VIII.

(e) Displays. The rights of Owners to display religious and holiday signs, symbols, and decorations inside structures on their Lots of the kinds normally displayed in dwellings located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt time, place, and manner restrictions with respect to displays visible from outside the dwelling.

No Use Restriction or Rule shall regulate the content of political signs; however, Use Restrictions and Rules may regulate the time, place and manner of posting such signs (including design criteria).

(f) Equal Treatment. Similarly situated Owners shall be treated similarly.

(g) Household Composition. No Use Restriction or Rule shall interfere with the freedom of Owners to determine the composition of their households, except that the Association shall have the power to limit the total number of Occupants permitted in each Dwelling Unit on the basis of the size and facilities of the Dwelling Unit and its fair use of the Common Area.

(h) Reasonable Rights To Develop. No Use Restriction, Rule, or any other action by the Association or Board shall unreasonably impede Declarant's right to develop the Properties in accordance with the rights reserved to the Declarant in this Declaration and the Governing Documents.

The limitations in subsections (a) through (g) of this Section 3.4 shall only limit rulemaking authority exercised under Section 3.2; they shall not apply to amendments to this Declaration adopted in accordance with Article XIX.

3.5. Initial Use Restrictions and Rules.

The Properties shall be used only for residential and related purposes. Related purposes may include, without limitation, business offices for Declarant or the Association consistent with this Declaration and any Supplemental Declaration, or any commercial activity that directly advances the residential and recreational character of the Properties, provided that such commercial activity is authorized by the Declarant, Association, Declaration, or any Supplemental Declaration.

(a) Animals and Pets. No animals of any kind, including livestock and poultry, shall be raised, bred, or kept on any portion of the Properties, except that for each Dwelling Unit there shall be permitted up to a maximum of three (3) pets, the composition of which may include dogs, cats, birds, or other pets as determined from time to time by the Board. Pets which are permitted to roam free, or, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners or the Owner of any portion of the Properties shall be removed upon the Board's request. If the Owner fails to honor such request, the Board may cause the pet to be removed.

The Board may adopt reasonable regulations designed to minimize damage and disturbance to other Owners and Occupants, including Rules requiring damage deposits, waste removal, leash controls, noise controls, pet occupancy limits based on size and facilities of the Lot and fair share use of the Common Area; provided, however, any regulation prohibiting the keeping of ordinary household pets shall apply prospectively only and shall not require the removal of any pet which was being kept on the Properties in compliance with the Use Restrictions and Rules in effect prior to the adoption of such regulation. The Board may also adopt Rules which prohibit pets from certain Common Area locations. Nothing in this provision shall prevent the Association from requiring removal of any animal that presents an actual threat to the health or safety of residents or from requiring abatement of any nuisance or unreasonable source of annoyance. No pets shall be kept, bred, or maintained for any commercial purpose.

(b) Business Use. No business or trade, garage sale, moving sale, rummage sale, or similar activity shall be conducted in or from any Dwelling Unit, except that an Owner or Occupant residing in a Dwelling Unit may conduct business activities within the Dwelling Unit so long as:

- (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Dwelling Unit;
- (ii) the business activity conforms to all zoning requirements for the Properties;
- (iii) the business activity does not involve regular visitation of the Dwelling Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Properties; and

(iv) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

"Business and trade" shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the family of the producer of such goods or services and for which the producer receives a fee, compensation, or other form of consideration, regardless of whether (a) such activity is engaged in full or part time, (b) such activity is intended to or does generate a profit, or (c) a license is required.

This Section shall not apply to any activity conducted by Declarant or a Person approved by Declarant with respect to its development and sale of the Properties. Additionally, this Section shall not apply to any activity conducted by the Association or a Person approved by the Association for the purpose of operating, maintaining or advancing the residential character of the Properties.

The leasing of a Dwelling Unit shall not be considered a business or trade within the meaning of this subsection.

(c) Clothes Drying Facilities. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot.

(d) Firearms and Fireworks. The discharge of firearms or fireworks of any kind whatsoever within the Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

(e) Leasing of Dwelling Units. In order to preserve the character of Parkview Townhomes as predominantly owner-occupied, leasing of Dwelling Units and Lots shall be governed by the restrictions imposed by this Paragraph. Except as provided herein, the leasing of Dwelling Units and Lots shall be prohibited.

(i) General. Owners desiring to lease their Dwelling Units may do so only if they have applied for and received from the Board of Directors either a "leasing permit" or a "hardship leasing permit." Such a permit, upon its issuance, will allow an Owner to lease his or her Dwelling Unit in strict accordance with the terms of the permit and this Paragraph. The Board of Directors shall have the authority to establish conditions as to the duration and use of such permits consistent with this Paragraph. All leasing permits and hardship leasing permits shall be valid only as to a specific Lot Owner and Lot and shall not be transferable between either Lots or Lot Owners (including a subsequent Owner of a Lot where a permit was issued to the Owner's predecessor in title).



(ii) Leasing Permits. An Owner's request for a leasing permit shall be approved if current, outstanding leasing permits have not been issued for five (5) or more of the total Lots in the Properties. A leasing permit shall be automatically revoked upon the happening of any of the following events: (1) the sale or transfer of the Lot to a third party (excluding sales or transfers to (a) an Owner's spouse, (b) a person cohabitating with the Owner, and (c) a corporation, partnership, company, or legal entity in which the Owner is a principal); (2) the failure of a Lot Owner to lease his or her Lot within 90 days of the leasing permit having been issued; or (3) the failure of a Lot Owner to have his or her Lot leased for any consecutive 90-day period thereafter. If current leasing permits have been issued for five (5) or more of the Lots, no additional leasing permits shall be issued (except for hardship leasing permits) until the number of outstanding current leasing permits falls below five (5) of the total Lots in the Properties. Owners who have been denied a leasing permit shall automatically be placed on a waiting list for a leasing permit and shall be issued the same if they so desire when the number of current outstanding leasing permits issued falls to less than five (5) the Owner to be removed from the waiting list for a leasing permit.

(iii) Hardship Leasing Permits. If the failure to lease will result in a hardship, the Owner may seek to lease on a hardship basis by applying to the Board of Directors for a hardship leasing permit. The Board of Directors shall have the authority to issue or deny requests for hardship leasing permits in its discretion after considering the following factors: (1) the nature, degree, and likely duration of the hardship, (2) the harm, if any, which will result to the Properties if the permit is approved, (3) the number of hardship leasing permits which have been issued to other Owners, (4) the Owner's ability to cure the hardship, and (5) whether previous hardship leasing permits have been issued to the Owner. Hardship leasing permits shall be valid for a term not to exceed one (1) year. Owners may apply for additional hardship leasing permits. Hardship leasing permits shall be automatically revoked if during the term of the permit, the Owner applies for and receives a leasing permit.

(iv) Lease Requirements. For purposes of this Declaration, "leasing" is defined as regular, exclusive Occupancy of a Dwelling Unit and Lot by any person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Lots may be leased only in their entirety; no fraction or portion of a Lot may be leased. All leases shall be in writing and shall be for an initial term of no less than six (6) months unless a shorter duration has been approved in writing by the Board. **Each Owner shall deliver a copy of each Lease to the Board within at least ten (10) days after its execution.** The Board may require certain provisions to be included in any lease, including restrictions on subleasing and requirements to comply with the Governing Documents. The Owner must make available to the lessee copies of the Governing Documents. **The Owners may not amend this provision to prohibit leasing of Lots unless and until such amendment is approved by the vote of Owners, other than Declarant, representing at least 75% of the total votes of the Association.**

(v) Applicability of this Paragraph. Notwithstanding the above, this Paragraph shall not apply to any leasing transaction entered into by the Declarant, the Association, or the holder of

any first Mortgage on a Lot who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage, and they shall be permitted to lease without obtaining a permit.

(f) Nuisances. No Owner shall engage in any activity which materially disturbs or destroys the vegetation, wildlife, or air quality within the Properties or which result in unreasonable levels of sound or light pollution.

(g) Maximum Occupancy. Dwelling Units shall not be Occupied by more than two persons per bedroom in the Dwelling Unit (i.e., a maximum of four persons in a two-bedroom unit), provided, however, no Dwelling Unit may be occupied by more than two (2) persons who are not related by blood or marriage. For the purpose of this subsection only, the number of bedrooms in a Dwelling Unit shall be based upon the number of bedrooms designated in the original floor plans for each such Dwelling Unit.

(h) Occupants Bound. All provisions of the Governing Documents and shall apply to all Occupants, guests, and invitees of any Lot. Every Owner shall cause all Occupants of his or her Lot to comply with the foregoing and shall be responsible for all violations and losses to the Common Area caused by such Occupants, notwithstanding the fact that such Occupants of a Lot are also fully liable and may be sanctioned for any violation.

(i) Prohibited Conditions. The following conditions, structures, or activities are prohibited within the Properties **unless prior approval in writing is otherwise obtained pursuant to Article IV**:

(i) Dog runs, pet chains, and animal pens of any kind on any Lot;

(ii) Except as may be originally constructed by the Declarant or which are approved as set forth above or in the Design Guidelines, fences, walls, decks, porches, storm doors, screen doors, door and window security bars, and outdoor hot tubs and spas;

(iii) Excessive exterior lighting on any Lot. The Board (or its designee) in its sole discretion shall determine whether any exterior lighting is excessive;

(iv) Tents, shacks, or other structures of a temporary nature on any Lot except as may be authorized by Declarant during initial construction within the Properties. Temporary structures used during the construction or repair of a Dwelling Unit or other improvements shall be removed immediately after the completion of construction or repair;

(v) Storage of furniture, fixtures, appliances, machinery, equipment or other goods and personal property not in active use on the Common Area or any portion of a Lot which

is visible from outside the Lot (including any rooftop terraces). Detached storage buildings and detached sheds are prohibited;

(vi) Compost piles or containers;

(vii) Mail boxes other than those originally provided by Declarant or approved by the Design Guidelines;

(viii) Flagpoles; and

(ix) Replacement of grass seed or resodding of yard with a grass type other than initially provided by the Declarant, if applicable.

(j) Quiet Enjoyment. Nothing shall be done or maintained on any part of a Lot which emits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace, quiet, safety, comfort, or serenity of the Occupants and invitees of other Lots.

No noxious, illegal, or offensive activity shall be carried on upon any portion of the Properties, which in the Board's reasonable determination tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the Occupants and invitees of other Lots.

The Board may establish Rules for the use of any rooftop terraces or decks in order to preserve the peace, quiet, safety, comfort and serenity of the Owners and Occupants.

(k) Signs. No sign shall be erected within the Properties without the Board's written consent, except those required by law, including posters, circulars, and billboards. The Board may condition its consent by imposing time, place, and manner regulations with respect to such signs. This restriction shall not apply to entry and directional signs installed by Declarant. If permission is granted to any Person to erect a sign within the Properties, the Architectural Review Committee shall have the right to restrict the size, color, lettering, and placement of such sign. The Board and Declarant shall have the right to erect signs as they, in their discretion, deem appropriate. Except for one (1) "For Sale" or "For Rent" sign posted in a first floor window of a Dwelling Unit (which sign shall be subject to any regulations adopted by the Architectural Review Committee or the Board), Home Owners may *not* erect "For Sale" and "For Rent" signs on their Lot or on Common Area; provided, however, the Association may maintain a master sign or informational box for such purposes at the community's entrance and promulgate rules and regulations regarding the use of such amenities.

(l) Subdivision of Lot and Time-Sharing. No Lot shall be subdivided or its boundary lines changed except with the Board's prior written approval; provided, however, Declarant, its

might be unsafe or hazardous to any Person or property. No open fires shall be lighted or permitted on the Properties, except in a contained outdoor fireplace or barbecue unit while attended and in use for cooking purposes or within a safe and well designed interior fireplace.

(q) Vehicles and Parking. The term "vehicles," as used in this Section, shall include, without limitation, automobiles, trucks, boats, trailers, motorcycles, campers, vans, and recreational vehicles.

No vehicle may be left upon any portion of the Properties except within a Lot's garage or other areas expressly designated by the Board from time to time. Dwelling Units with a two-car garage shall be limited to a maximum of two (2) vehicles stored on the respective Lot, and at least two (2) vehicles must be kept within the garage provided prior to use of any other parking area which may be made available by the Association. It is the intent of this Declaration that all garages shall be primarily used for the storage of vehicles and shall be maintained at all times in a condition suitable for such use.

Garage doors shall remain closed at all times except when entering and exiting the garage and for a reasonable length of time during day-light hours while performing regular home maintenance activities (e.g., lawn care and gardening, car washing, etc.).

No person shall park any commercial vehicles, recreational vehicles, mobile homes, trailers, campers, boats or other watercraft, or other oversized vehicles within the Properties other than within enclosed garages, and no Person shall park any stored vehicles, or unlicensed vehicles or inoperable vehicles within the Properties at any time. This Section shall not apply to emergency vehicle repairs.

Notwithstanding the above, for purposes of cleaning, loading, unloading, and short term parking, recreational vehicles may be parked on the Properties for not more than 1 hour per twenty-four hour period. Moving vans or moving trucks may be parked on the Properties only for so long as reasonably necessary to load or unload the contents of a Dwelling Unit, and in no event shall such vehicle be parked overnight, or for more than five (5) consecutive hours on the Properties, or in such a manner so as to obstruct an Owner's access to a neighboring Lot.



The Board may establish, modify and enforce Rules from time to time regarding parking within any Common Areas.

(r) Wetlands, Lakes, and Other Water Bodies. All wetlands, lakes, ponds, and streams within the Properties, if any, shall be aesthetic amenities only, and no other active use of lakes, ponds, streams, or other bodies of water within the Properties is permitted. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, streams or other bodies of water within or adjacent to the Properties, if any.

(s) Window Treatments. Except as may otherwise be permitted by the Design Guidelines or approved by the Architectural Review Committee under the terms of Article IV, all window treatments of any kind whatsoever shall be white or off-white in color to the extent visible from the exterior of the Dwelling Unit. Bed sheets or similar materials shall not be used as window treatments.

Article IV Architecture and Landscaping

4.1. General.

No structure or thing shall be placed, erected, installed, or posted on the Properties and no improvements or other work (including staking, clearing, excavation, grading, and other site work, exterior alterations of existing improvements, or planting or removal of landscaping) shall take place within the Properties, except in compliance with this Article and the Design Guidelines.

No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. Any Owner may remodel, paint or redecorate the interior of his or her Dwelling Unit without approval. However, modifications to the interior of any screened porches, patios, and similar portions of a Dwelling Unit visible from outside the structure shall be subject to approval.

All dwellings constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect or similarly licensed building designer unless otherwise approved by Declarant or its designee in its sole discretion.

This Article shall not apply to the activities of Declarant or the Association during the Declarant Control Period.

4.2. Architectural Review.

(a) By Declarant. Each Owner, by accepting a deed or other instrument conveying any interest in any portion of the Properties, acknowledges that, as the developer of the Properties and as an Owner of portions of the Properties as well as other real estate within the vicinity of the Properties, Declarant has a substantial interest in ensuring that the improvements within the Properties enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market, sell, or lease its property. Therefore, for so long as Declarant exists, each Owner agrees that no activity within the scope of this Article ("Work") shall be commenced on such Owner's Lot unless and until Declarant or its designee has given its prior written approval for such Work, which approval may be granted or withheld in the sole discretion of Declarant or its designee.

In reviewing and acting upon any request for approval, Declarant or its designee shall be acting solely in the interest of Declarant and shall owe no duty to any other Person. The rights reserved to Declarant under this Article shall continue so long as Declarant owns any portion of the Properties or any real property adjacent to the Properties or in Parkview Townhomes, unless earlier terminated in a written, Recorded instrument executed by Declarant.

Declarant may, in its sole discretion, designate one or more Persons from time to time to act on its behalf in reviewing applications hereunder.

Declarant may from time to time, but shall not be obligated to, delegate all or a portion of its reserved rights under this Article to (i) an architectural review committee appointed by the Board (the "ARC"), or (ii) a committee comprised of architects, engineers, or other persons who may or may not be Members of the Association. Any such delegation shall be in writing, specifying the scope of responsibilities delegated, and shall be subject to (i) the right of Declarant to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (ii) the right of Declarant to veto any decision which Declarant determines, in its sole discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Article, the jurisdiction of the foregoing entities shall be limited to such matters as Declarant specifically delegates.

(b) Architectural Review Committee. Upon Declarant's delegation or upon expiration or termination of Declarant's rights under this Article, the Association, acting through the ARC, shall assume jurisdiction over all architectural matters. The ARC, when appointed, shall consist of at least three, but not more than seven, persons who shall serve and may be removed and replaced in the Board's discretion. The members of the ARC need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers, or similar professionals, whose compensation, if any, the Board shall establish from time to time.

Unless and until such time as Declarant delegates all or a portion of its reserved rights to the ARC or Declarant's rights under this Article terminate, the Association shall have no jurisdiction over architectural matters.

(c) Fees; Assistance. For purposes of this Article, the entity having jurisdiction in a particular case shall be referred to as the "Reviewer." The Reviewer may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers, or other professionals. Declarant and the Association may employ architects, engineers, or other persons as deemed necessary to perform the review. The Board may include the compensation of such persons in the Association's annual operating budget as a Common Expense.

4.3. Guidelines and Procedures.

(a) Design Guidelines. Declarant may prepare the initial Design Guidelines, which may contain general provisions applicable to all of the Properties. The Design Guidelines are intended to provide guidance to Owners regarding matters of particular concern to the Reviewer in considering applications. The Design Guidelines are not the exclusive basis for decisions of the Reviewer, and compliance with the Design Guidelines does not guarantee approval of any application.

Declarant shall have sole and full authority to amend the Design Guidelines as long as it owns any portion of the Properties or has a right to expand the Properties pursuant to Section 9.1, notwithstanding a delegation of reviewing authority to the ARC, unless Declarant also delegates the power to amend to the ARC. Upon termination or delegation of Declarant's right to amend, the ARC shall have the authority to amend the Design Guidelines with the Board's consent. Any amendments to the Design Guidelines shall be prospective only and shall not require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no other limitation on the scope of amendments to the Design Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Design Guidelines less restrictive.

The Reviewer shall make the Design Guidelines available to Owners. In Declarant's sole discretion, such Design Guidelines may be Recorded, in which event the Recorded version, as it unilaterally may be amended from time to time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

(b) Procedures. Prior to commencing any Work within the scope of this Article, an Owner shall submit to the appropriate Reviewer an application for approval of the proposed Work in such form as the Design Guidelines or the Reviewer may specify. Such application shall include plans and specifications ("Plans") showing site layout, structural design, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, and other features of proposed construction, as applicable. The Design Guidelines and the Reviewer may require the submission of such additional information as it deems reasonably necessary to consider any application.

In reviewing each submission, the Reviewer may consider any factors it deems relevant. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

The Reviewer shall, within 30 days after receipt of a completed application and all required information, respond in writing to the applicant at the address specified in the application. The response may (i) approve the application, with or without conditions; (ii) approve a portion of the

application and disapprove other portions; or (iii) disapprove the application. The Reviewer may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.

In the event that the Reviewer fails to respond within the 30-day period, approval shall be deemed to have been given, subject to Declarant's right to veto approval by the ARC pursuant to this Section. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted pursuant to Section 4.5. Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the U. S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

Until expiration of Declarant's rights under this Article, the ARC shall notify Declarant in writing within three business days after the ARC has approved any application relating to proposed Work within the scope of matters Declarant delegated to the ARC. The notice shall be accompanied by a copy of the application and any additional information Declarant may require. Declarant shall have 10 days after receipt of such notice to veto any such action, in its sole discretion, by written notice to the ARC and the applicant.

If construction does not commence on a project for which Plans have been approved within 120 days after the date of approval, such approval shall be deemed withdrawn and it shall be necessary for the Owner to reapply for approval before commencing any Work. Once construction is commenced, it shall be diligently pursued to completion. All Work shall be completed within 180 days of commencement unless otherwise specified in the notice of approval or unless the Reviewer grants an extension in writing, which it shall not be obligated to do. If approved Work is not completed within the required time, it shall be considered nonconforming and shall be subject to enforcement action by the Association, Declarant, or any aggrieved Owner.

The Reviewer may, by resolution, exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

4.4. No Waiver of Future Approvals.

Each Owner acknowledges that the persons reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Design Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed Work until the Work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the Reviewer may refuse to approve similar proposals in the future. Approval of applications or Plans for any work done or proposed, or in connection with any other matter requiring approval,

shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, Plans, or other matters subsequently or additionally submitted for approval.

4.5. Variances.

The Reviewer may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration or (c) estop the Reviewer from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance. Notwithstanding the above, the Reviewer may not authorize variances without the written consent of Declarant, so long as Declarant owns any portion of the Properties or has the right to annex any property described in Exhibit "B."

4.6. Limitation of Liability.

The standards and procedures in this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Properties but shall not create any duty to any Person. Review and approval of any application are made on the basis of aesthetic considerations only, and the Reviewer shall not bear any responsibility for ensuring (a) structural integrity or soundness of approved construction or modifications, (b) compliance with building codes and other governmental requirements; or (c) conformity of quality, value, size or Dwelling Units design. Declarant, the Association, the Board, any committee, or member of any of the foregoing shall not be held liable for any claim whatsoever arising out of construction on or modifications to any Lot. In all matters, the Reviewer shall be defended and indemnified by the Association as provided in Section 7.6.

4.7. Certificate of Compliance.

Any Owner may request that the Reviewer issue a certificate of architectural compliance certifying that there are no known violations of this Article or the Design Guidelines. The Association shall either grant or deny such request within 30 days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificates. Issuance of such a certificate shall estop the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate and which may violate this Article or the Design Guidelines.

4.8. Enforcement.

Any construction, alteration, or other work done in violation of this Article or the Design Guidelines shall be deemed to be nonconforming. Upon written request from Declarant, the Association, or Reviewer, Owners shall, at their own cost and expense and within such reasonable

time frame as set forth in such written notice, cure such non-conformance to the satisfaction of the requester or restore the property, Lot and/or Dwelling Unit to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, Declarant, the Association, or their designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with the interest at the rate established by the Board (not to exceed the maximum rate then allowed by law), may be assessed against the benefitted Lot and collected as a Specific Assessment unless otherwise prohibited in this Declaration.

All approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved Work and all Work previously approved with respect to the same Lot, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved Work by the deadline set forth in the approval, Declarant or the Association shall be authorized, after notice to the Owner of the Lot and an opportunity to be heard in accordance with the By-Laws, to enter upon the Lot and remove or complete any incomplete Work and to assess all costs incurred against the Lot and the Owner thereof as a Specific Assessment unless otherwise prohibited in this Declaration.

All acts by any contractor, subcontractor, agent, employee, or invitee of an Owner shall be deemed as an act done by or on behalf of such Owner. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Guidelines may be excluded from the Properties, subject to the notice and hearing procedures contained in the By-Laws. In such event, neither Declarant nor the Association (including their officers and directors) shall be held liable to any Person for exercising the rights granted by this paragraph.

The Association and Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the Reviewer.

Article V Maintenance and Repair

5.1. Maintenance of Lots.

Each Owner shall maintain his or her Lot, Dwelling Unit, and all landscaping and other improvements comprising the Lot, in a manner consistent with the Governing Documents, the Community-Wide Standard, and all applicable covenants, unless some or all of such maintenance responsibility is otherwise assumed by or assigned to the Association pursuant to this Declaration, any Supplemental Declaration, or any other declaration of covenants applicable to such Lot. Without limitation of the above, all visible exterior areas of a Lot and Dwelling Unit shall be maintained by the Owner in a neat and attractive condition.

In addition to any other enforcement rights, if an Owner fails to perform properly his or her maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred in accordance with Section 8.4. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

5.2. Responsibility for Repair and Replacement.

Unless otherwise specifically provided for in the Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary to maintain the property to a level consistent with the Community-Wide Standard.

By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on his or her Lot, less a reasonable deductible, unless the Association carries such insurance (which they may, but are not obligated to do hereunder). If the Association assumes responsibility for obtaining any insurance coverage on behalf of Owners, the premiums for such insurance shall be levied as a Specific Assessment against the benefitted Lot and the Owner.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his Lot, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article IV. A Dwelling Unit shall be repaired or reconstructed in accordance with its original architectural plans, except for modifications to the original plans necessitated by changes in the local building code or other governmental laws and regulations or other modifications to the original plans approved in accordance with Article IV. In the event that such repair and reconstruction cannot be promptly undertaken, the Owner shall clear the Lot and maintain it in a neat and attractive, landscaped condition consistent with the Community-Wide Standard and shall present a timetable for repair and reconstruction to the Board within 90 days of the damaging or destructive event. The Owner shall pay any costs which are not covered by insurance proceeds.

5.3. Association Maintenance of Lot and Dwelling Unit Exteriors

From time to time, and as it deems appropriate in its sole discretion, the Association may assume the maintenance obligation for certain exterior portions of all Lots and Dwelling Units in order to maintain and advance the Community-Wide Standard and to provide for the uniform maintenance of such areas. Any such exterior portions of the Lots and Dwelling Units shall be deemed part of the Area of Common Responsibility described in Section 7.2 and may include, without limitation, parking pads, landscaping and lawn areas, and any other exterior portions of the Dwelling Units. Examples of such maintenance obligations include, without limitation, lawn mowing, painting of windows, doors and trim, etc. As applicable, the Association shall be obligated

to mow the lawns of each Lot so as to maintain a consistent and uniform appearance throughout the Properties, and the Association may maintain a lawn irrigation system and employ landscaping services as may be necessary for the care and upkeep of the grass areas within the Properties. The Association may seek reimbursement for all such maintenance expenses through any combination of Base Assessments, Special Assessments, or Specific Assessments, provided that the Association otherwise complies with the terms of Article VIII concerning the levy of such assessments.

PART THREE: COMMUNITY GOVERNANCE AND ADMINISTRATION

The success of the community is dependent upon the support and participation of every Owner in its governance and administration. The Declaration establishes Parkview Townhomes Community Association, Inc., as the mechanism by which each owner is able to provide that support and participation. While many powers and responsibilities are vested in the Association's board of directors, some decisions are reserved for the Association's membership -- the owners of property in the community.

Article VI The Association and Its Members

6.1. Function of the Association.

The Association shall be the entity responsible for management, maintenance, operation, and control of the Area of Common Responsibility. The Association also shall be the primary entity responsible for enforcement of the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Georgia, as applicable.

6.2. Membership.

Every Owner shall be a Member of the Association. There shall be only one membership per Lot. If a Lot is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 6.3(c) and in the By-Laws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of a Member which is not a natural person may be exercised by any officer, director, partner, or trustee, or by the individual designated from time to time by the Member in a written instrument provided to the Secretary of the Association.

6.3. Voting.

The Association shall have one class of membership composed of all Owners. Each Member shall have one equal vote for each Lot in which it holds the interest required for membership under Section 6.2, except that there shall be only one vote per Lot and no vote shall be exercised for any property which is exempt from assessment under Section 8.9. Accordingly, the total number of votes for the Association shall equal the total number of Lots created under and subject to this Declaration.

The special Declarant rights, including the right to approve, or withhold approval of, actions proposed under the Governing Documents during Declarant Control Period, are specified in the relevant sections of the Governing Documents. Declarant may appoint a majority of the members to the Board during Declarant Control Period, as specified in Section 3.3 of the By-Laws.

In any situation where a Member is entitled personally to exercise the vote for his or her Lot, and there is more than one Owner of such Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice and in the event that more than one such co-Owner casts a vote, the Lot's vote shall be suspended and shall not be included in the final vote tally on the matter being voted upon.

Article VII Association Powers and Responsibilities

7.1. Acceptance and Control of Association Property.

(a) The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property.

(b) Declarant and its designees may convey to the Association personal property and fee title, leasehold, or other property interests in any real property, improved or unimproved, described in Exhibits "A" or "B." The Association shall accept and maintain such property at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring such property to the Association. Upon written request of Declarant, the Association shall reconvey to Declarant any unimproved portions of the Properties originally conveyed by Declarant to the Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines.

7.2. Maintenance of Area of Common Responsibility.

(a) Generally. The Association shall maintain, in accordance with the Community-Wide Standard, the Area of Common Responsibility, which shall include, but need not be limited to:

- (i) all portions of and structures situated upon the Common Area;
- (ii) landscaping within public rights-of-way within or abutting the Properties, and for mowing the lawns of each Lot;
- (iii) such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, any Plat of any portion of the Properties, or any contract or agreement for maintenance thereof entered into by the Association;

(iv) all ponds, streams, and wetlands located within the Properties (if any) which serve as part of the stormwater drainage system for the Properties, including improvements and equipment installed therein or used in connection therewith;

(v) any property and facilities Declarant owns and makes available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members. Such property and facilities must be identified by written notice from Declarant to the Association and shall remain a part of the Area of Common Responsibility and shall be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association;

(vi) all perimeter walls or fences (including all security gates) Declarant constructs which surround the Properties, or which separate a Lot from the Common Area regardless of whether such wall or fence is located on the Common Area or on a Lot, or which are within the designated Common Areas (i.e., a retaining wall). A perimeter wall or fence shall not be a party wall or party fence as set forth in Section 13.1; and

(vii) all water and sewer lines, valves, equipment and apparatus for which the Association may be responsible for maintaining pursuant to Section 7.13.

The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

The Association also shall have the right and power, but not the obligation, to take such actions and adopt such rules as may be necessary for control, relocation, and management of wildlife, snakes, rodents, and pests within the Area of Common Responsibility.

The Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property which it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

(b) Continuous Operation. The Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation, except for any periods necessary, as determined in the sole discretion of the Board, to perform required maintenance or repairs, unless Members representing 75% of the votes in the Association and Declarant, if any, agree in writing to discontinue such operation.

Except as provided above, the Area of Common Responsibility shall not be reduced by amendment of this Declaration or any other means except with the prior written approval of Declarant as long as Declarant owns any property described in Exhibits "A" or "B" of this Declaration.

judgment but not less than an amount equal to one-sixth of the annual Base Assessments on all Lots plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation; and

(vi) Such additional insurance as the Board, in its business judgment, determines advisable.

Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses, except that premiums for insurance on Exclusive Common Areas may be included in the Specific Assessments of the Owner(s) to which such Exclusive Common Areas are assigned unless the Board reasonably determines that other treatment of the premiums is more appropriate.

(b) Policy Requirements. The Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the metropolitan Atlanta area. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured.

The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.3(a). In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the procedures set forth in Section 3.26 of the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Lots as a Specific Assessment.

All insurance coverage obtained by the Board shall:

(i) be written with a company authorized to do business in the State of Georgia which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(ii) be written in the name of the Association as trustee for the benefitted parties. Policies on the Common Areas shall be for the benefit of the Association and its Members;

(iii) not be brought into contribution with insurance purchased by Owners, Occupants, or their Mortgagees individually;

(iv) contain an inflation guard endorsement;

(v) include an agreed amount endorsement, if the policy contains a co-insurance clause;

(vi) provide that each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Area or membership in the Association;

(vii) provide a waiver of subrogation under the policy against any Owner or household member of an Owner;

(viii) include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure; and

(ix) include an endorsement precluding cancellation, invalidation, or condition to recovery under the policy on account of any act or omission of any one or more individual Owners, unless such Owner is acting within the scope of its authority on behalf of the Association.

In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide:

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

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

(iii) an endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(iv) an endorsement requiring at least 30 days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal;

(v) a cross-liability provision; and

(vi) a provision vesting in the Board's exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

(c) Restoring Damaged Improvements. In the event of damage to or destruction of Common Area or other property which the Association is obligated to insure, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed

prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Damaged improvements on the Common Area shall be repaired or reconstructed unless the Owners representing at least 80% of the total votes in the Association, and Declarant, if any, decide within 60 days after the loss not to repair or reconstruct. If the damage is to Exclusive Common Area, 80% of the Owners to which such Exclusive Common Area is assigned and Declarant, if any, must vote not to repair or reconstruct.

If either the insurance proceeds or estimates of the loss, or both, are not available to the Association within such 60-day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed 60 additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements, and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

If Owners to which Exclusive Common Area is assigned vote (as provided above) not to repair or reconstruct improvements on such Exclusive Common Area, then any insurance proceeds attributable to such Exclusive Common Area, minus the costs of clearing and landscaping, shall be distributed to such Owners in proportion to their ownership interest therein. If Owners vote (as provided above) not to repair or reconstruct improvements on Common Area, then any insurance proceeds attributable to such Common Area, minus the costs of clearing and landscaping, shall be distributed to all Owners in equal amounts. This provision may be enforced by the Mortgagee of any affected Lot.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Owners, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 7.3(a).

7.4. Compliance and Enforcement.

Every Owner and Occupant of a Lot shall comply with the Governing Documents. The Board may impose sanctions for violation of the Governing Documents after notice and a hearing in accordance with the procedures set forth in Section 3.26 of the By-Laws. The Board shall establish a range of penalties for such violations, with violations of the Declaration, unsafe conduct, harassment, or intentionally malicious conduct treated more severely than other violations. Such sanctions may include, without limitation:

(a) imposing a graduated range of reasonable monetary fines which shall, constitute a lien upon the violator's Lot. In the event that any Occupant, guest or invitee of a Lot violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator; provided, however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board. For each failure to comply, the amount of said fine shall not exceed the maximum permitted by the Act unless the violation is of a type that threatens the health and welfare of the community;

(b) suspending a Member's right to vote;

(c) suspending any Person's right to use any recreational facilities within the Common Area, if any; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot;

(d) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than 30 days delinquent in paying any assessment or other charge owed to the Association;

(e) exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;

(f) requiring an Owner, at its own expense, to remove any structure or improvement on such Owner's Lot in violation of Article IV and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

(g) without liability to any Person, precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of Article IV and the Design Guidelines from continuing or performing any further activities in the Properties; and

(h) levying Specific Assessments to cover costs incurred by the Association to bring a Lot into compliance with the Governing Documents.

In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in Section 3.26 of the By-Laws:

(i) exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking Rules);

(ii) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibility, the Association may Record a notice of violation or perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a Specific Assessment. Except in an emergency situation, the Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

THE ASSOCIATION SHALL NOT BE OBLIGATED TO TAKE ANY ACTION TO ENFORCE ANY COVENANT, USE RESTRICTION, OR RULE WHICH THE BOARD, IN EXERCISE OF ITS BUSINESS JUDGMENT, DETERMINES IS, OR IS LIKELY TO BE CONSTRUED AS, INCONSISTENT WITH APPLICABLE LAW, OR IN ANY CASE IN WHICH THE BOARD REASONABLY DETERMINES THAT THE ASSOCIATION'S POSITION IS NOT STRONG ENOUGH TO JUSTIFY TAKING SUCH ACTION. SUCH A DECISION SHALL NOT BE CONSTRUED A WAIVER OF THE RIGHT OF THE ASSOCIATION TO ENFORCE SUCH PROVISION AT A LATER TIME UNDER OTHER CIRCUMSTANCES OR ESTOP THE ASSOCIATION FROM ENFORCING ANY OTHER COVENANT, USE RESTRICTION OR RULE.

The Association, by contract or other agreement, may enforce applicable State and local laws and ordinances, and shall permit governmental bodies to enforce their respective laws and ordinances within the Properties for the benefit of the Association and its Members.

7.5. Implied Rights; Board Authority.

The Association may exercise any right or privilege given to it expressly by the Governing Documents or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

7.6. Indemnification of Officers, Directors and Others.

(a) Indemnification. The Association shall indemnify every officer, director, and committee member against all damages and expenses, including counsel fees, reasonably incurred 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, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section, the Articles of Incorporation, the By-Laws, and Georgia law.

(b) Claims Related to Breach of Duty. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association).

(c) Exclusion from Liability for Other Tortious Acts.

(i) Volunteer directors, officers, and committee members of the Association shall not be personally liable in excess of the coverage of insurance specified in subparagraph (D) below, to any Person who suffers injury, including but not limited to, bodily injury, emotional distress, wrongful death, or property damage or loss as a result of his or her tortious act or omission as long as the following requirements are met by the volunteer director, officer, or committee member and the Association:

(A) the director's, officer's, or committee member's act or omission was performed within the scope of their duties;

(B) the director's, officer's, or committee member's act or omission was performed in good faith;

(C) the director's, officer's, or committee member's act or omission was not willful, wanton, or grossly negligent; and

(D) the Association maintained and had in effect (at the time the act or omission of the director, officer, or committee member occurred and at the time a claim was made) one or more insurance policies which included coverage for general liability of the Association and individual liability of directors, officers, and committee members for negligent acts or omissions in that capacity, both in the amount of at least \$1,000,000.00.

(ii) The payment for actual expenses incurred in the execution of his or her duties shall not affect the status of an officer or director as a volunteer under this subsection (c).

Decisions whether to institute litigation are no different from other decisions directors make. There is no independent legal obligation to bring a civil action against another party. In deciding

whether to bring a civil action against another party, a director is protected by the business judgment rule as explained in Section 3.25 of the By-Laws.

The Association shall indemnify and forever hold each such director, officer, and committee member harmless from any and all liability to others on account of any such contract, commitment, or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member 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.

7.7. Security.

THE ASSOCIATION MAY, BUT SHALL NOT BE OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE PROPERTIES DESIGNED TO MAKE THE PROPERTIES SAFER THAN THEY OTHERWISE MIGHT BE. THE ASSOCIATION, THE BOARD, THE ASSOCIATION'S MANAGEMENT COMPANY, AND DECLARANT SHALL NOT IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES, NOR SHALL ANY OF THE ABOVE PARTIES BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY SYSTEMS OR MEASURES, INCLUDING ANY MECHANISM OR SYSTEM FOR LIMITING ACCESS TO THE PROPERTIES, IF APPLICABLE, CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED.

EACH OWNER ACKNOWLEDGES, UNDERSTANDS, AND COVENANTS TO INFORM ITS TENANTS AND ALL OCCUPANTS OF ITS LOT THAT THE ASSOCIATION, ITS BOARD, COMMITTEES, AND ALL OTHER PERSONS INVOLVED WITH THE GOVERNANCE, MAINTENANCE, AND MANAGEMENT OF THE PROPERTIES, AS WELL AS DECLARANT, ARE NOT INSURERS OF SAFETY OR SECURITY WITHIN THE PROPERTY. ALL OWNERS AND OCCUPANTS OF ANY LOT AND ALL TENANTS, GUESTS, AND INVITEES OF ANY OWNER ASSUME ALL RISKS OF PERSONAL INJURY AND LOSS OR DAMAGE TO PERSONS, LOTS, AND THE CONTENTS OF LOTS, AND FURTHER ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD AND COMMITTEES, THE MANAGEMENT COMPANY OF THE ASSOCIATION, AND DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, OCCUPANT, OR ANY TENANT, GUEST, OR INVITEE OF ANY OWNER RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, RELATIVE TO ANY ENTRY GATE, PATROLLING OF THE PROPERTIES, ANY FIRE PROTECTION SYSTEM, BURGLAR

ALARM SYSTEM, OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES.

7.8. Provision of Services.

The Association shall be authorized, but not obligated, to enter into and terminate, in the Board's discretion, contracts or agreements with other entities, including Declarant, to provide services to and facilities for the Members of the Association, their guests, lessees, and invitees and to charge use and consumption fees for such services and facilities. For example, some services and facilities which might be offered include landscape maintenance, pest control service, cable television service, security, caretaker, transportation, fire protection, utilities, and similar services and facilities.

7.9. Change of Services and Use of Common Area.

The Board shall have the power and right to terminate provided services or to change the use of portions of the Common Area during the Declarant Control Period without the approval or consent of the Members. Thereafter, the Board may do so with the consent of a majority of the Owners' votes, and the consent of Declarant (so long as Declarant owns any property described in Exhibits "A" or "B"). Any such change shall be made by Board resolution stating that: (a) the present use or service is no longer in the best interest of the Owners, (b) the new use is for the benefit of the Owners, (c) the new use is consistent with any deed restrictions and zoning regulations restricting or limiting the use of the Common Area, and (d) the new use is consistent with the then effective Master Plan.

Notwithstanding the above, if the Board resolution states that the change will not have an adverse effect on the Association and the Owners, the Board may give notice of the change to all Owners. The notice shall give the Owners a right to object within 30 days of the notice. If less than 25% of the Members submit written objections, the change shall be deemed approved and a meeting shall not be necessary.

7.10. View Impairment.

DECLARANT AND THE ASSOCIATION DO NOT GUARANTEE OR REPRESENT THAT ANY VIEW OVER AND ACROSS THE OPEN SPACE FROM ADJACENT LOTS WILL BE PRESERVED WITHOUT IMPAIRMENT. DECLARANT AND THE ASSOCIATION SHALL NOT HAVE THE OBLIGATION TO RELOCATE, PRUNE, OR THIN TREES OR OTHER LANDSCAPING EXCEPT AS SET FORTH IN ARTICLE V. THE OWNER OF THE OPEN SPACE SHALL HAVE THE RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION, TO ADD TREES AND OTHER LANDSCAPING TO THE OPEN SPACE FROM TIME TO TIME SUBJECT TO APPLICABLE LAW AND THE GOVERNING DOCUMENTS, IF APPLICABLE. ANY EXPRESS OR IMPLIED

EASEMENTS FOR VIEW PURPOSES OR FOR THE PASSAGE OF LIGHT AND AIR ARE HEREBY EXPRESSLY DISCLAIMED.

7.11. Relationship with Governmental and Tax-Exempt Organizations.

The Association may create, enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over the Common Area to state or local governments and non-profit, tax-exempt organizations for the benefit of the Properties, the Association, its Members, and residents. The Association may contribute money, real property (including Common Area), personal property, or services to any such entity. Any such contribution shall be a Common Expense of the Association and included as a line item in the Association's annual budget.

For the purposes of this Section, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code ("IRC"), such as, but not limited to entities which are exempt from federal income taxes under IRC Sections 501(c)(3) or 501(c)(4), as may be amended from time to time.

7.12. Recycling Programs.

The Board may establish a recycling program within the Properties, and in such event all Occupants of Dwelling Units shall support such program by recycling, to the extent reasonably practical, all materials which the Association's recycling program or center is designed to accommodate. The Association may, but shall have no obligation to, purchase recyclable materials in order to encourage participation, and any income received by the Association as a result of such recycling efforts shall be used to reduce Common Expenses.

7.13 Water and Sewer Service.

Unless assumed by the applicable municipal authority (whether for all or less than all Lots), all water and sewer service for Lots within the Properties not so assumed shall be administered and controlled by the Association.

The Association is authorized to install and monitor (or contract with a third party to do the same) separate water meters for each Lot for the purpose of determining water and sewer usage for each Lot and the corresponding fee for such usage. The frequency of monitoring and billing for water and sewer usage shall be determined in the Board's reasonable discretion (but no less frequent than once every four months). In the event the Association has not installed separate meters for each Lot, then the Association shall levy its applicable water and sewer services fees pro rata on each Lot based upon the number of bedrooms in each Dwelling Unit of each Lot. Accordingly, if the Association has installed separate water meters for each Lot, then the fees charged shall be based upon actual volume of water and sewer usage, otherwise the fees charged shall be based upon a Lot's pro rata share determined by the number of bedrooms in each Dwelling Unit.

The rate charged for water and sewer usage shall be reasonably established each year based upon the actual and projected expenses of the Association in its annual administration and servicing

of the water and sewer system within the Properties. The Association shall establish the applicable rates each year as part of the annual budgeting process set forth in Section 8.1, and the Board may increase such rates during the Association's fiscal year subject to the same notice requirements and right of Members to disapprove the rate increase as provided in Section 8.1 for Base Assessments. All water and sewer charges shall be Specific Assessments against each Lot and shall be subject to the assessment lien provisions set forth in Article VIII.

If not accepted by the applicable municipal authority, the Property's water and sewer system shall be deemed part of the Association's Area of Common Responsibility and shall be maintained by the Association pursuant to Section 7.2. The Association's ownership and maintenance responsibility for the water and sewer system is limited to only those pipes, meters, valves, and such other equipment located on the Common Area and on a Lot outside of any Dwelling Unit's walls or foundation. Each Owner shall be responsible for all water and sewer pipes and equipment located within their Dwelling Unit. The maintenance easement set forth in Section 11.5 shall expressly include the Association's maintenance of the water and sewer system.

The Board is expressly authorized to adopt and modify Rules concerning water usage, including limits on outdoor watering, car washing, and such similar water uses.

Notwithstanding the above, the terms of this Section 7.13 shall not apply to Lots which may be serviced by water and sewer lines accepted by the applicable municipal authority, and for which said municipal authority directly bills the Lot for the water and sewer usage (the "City Metered Lots"). The Association shall have no responsibility whatsoever to manage, maintain, repair or replace any water and sewer pipes, meters, valves, and such related equipment which service and connect to the City Metered Lots.

Article VIII Association Finances

8.1. Budgeting and Allocating Common Expenses.

Until the Association first levies assessments, the Declarant shall be responsible for all Common Expenses. Thereafter, assessments for Common Expenses shall be levied at least annually in accordance with this Article.

At least 60 days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year, including any contributions to be made to a reserve fund pursuant to Section 8.2. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Lots, and the amount to be generated through the levy of Base Assessments and Special Assessments against the Lots, as authorized in Section 8.5.

The Association is hereby authorized to levy Base Assessments equally against all Lots subject to assessment under Section 8.5 to fund the Common Expenses. Accordingly, the formula for calculating the Base Assessment against each Lot shall be the total budget amount for the coming

year divided by the total number of Lots created under and subject to this Declaration. In determining the Base Assessment rate per Lot, the Board may consider any assessment income expected to be generated from any additional Lots reasonably anticipated to become subject to assessment during the fiscal year.

Declarant may, but shall not be obligated to, reduce the Base Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Section 8.6(b)), which may be either a contribution, an advance against future assessments due from Declarant, or a loan, in Declarant's discretion. Any such subsidy shall be disclosed as a line item in the income portion of the budget. The payment of such subsidy in any year shall not obligate Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and Declarant.

Within 30 days of adopting the proposed budget, the Board shall send a copy of the annual budget, together with notice of the amount of the Base Assessment to be levied pursuant to such budget. The Board shall have no obligation to call a meeting of the Members to consider disapproval except upon receipt of a petition signed by Members representing at least 25% of the total votes of the Association; provided, however, such petition must be submitted to the Board within 10 days of the date of the annual budget notice. Whether or not quorum is present, the budget shall automatically become effective unless disapproved at the meeting by Persons representing at least 75% of the total votes in the Association. The membership meeting to consider the annual budget, if any, shall occur not less than 7 nor more than 20 days from the petition date, and the Board may hold such meeting in conjunction with any other scheduled membership meeting. Except as otherwise provided herein, such meeting shall be governed by the relevant provisions of By-Laws Article II concerning special meetings of the Members.

If any proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

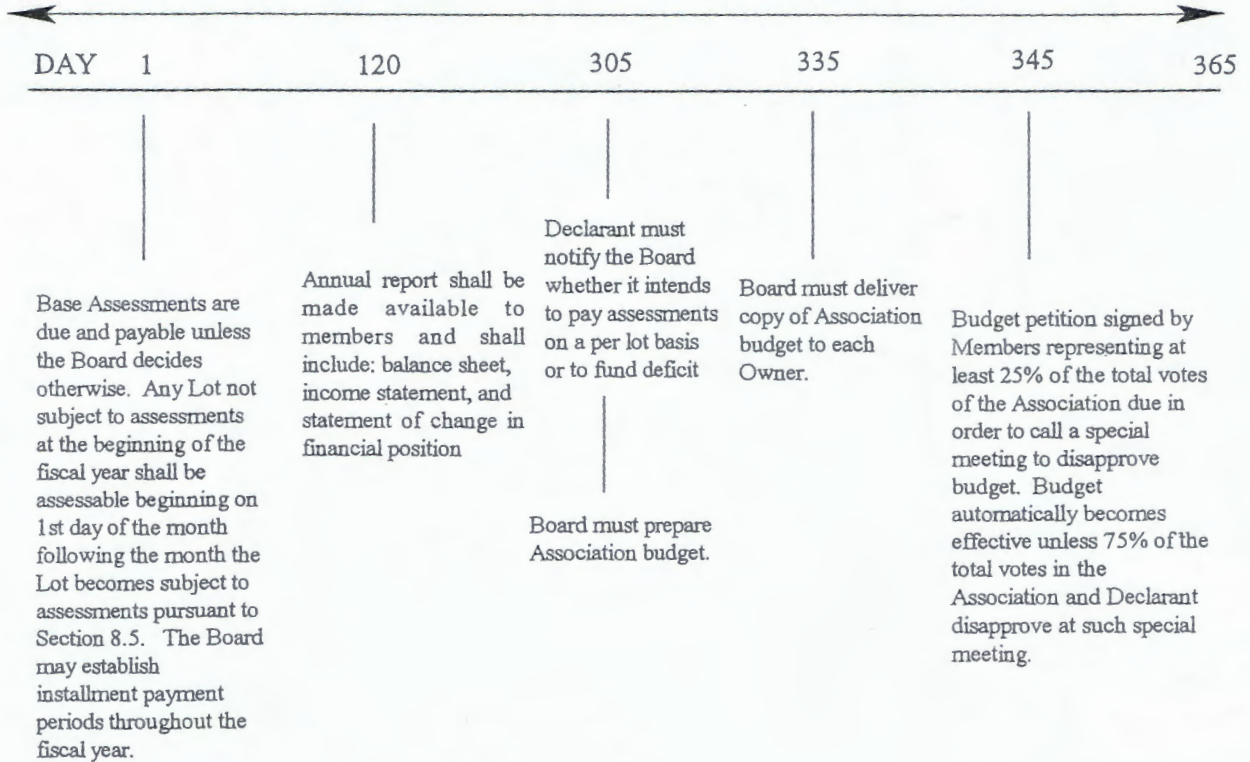
The Board may revise the budget and adjust the Base Assessment from time to time during the year, subject to the notice requirements and the right of the Members to disapprove the revised budget as set forth above.

Any amounts accumulated from assessments for general Common Expenses in excess of the amount actually required for such Common Expenses and reserves for future Common Expenses shall be credited to each Lot assessed in proportion to the share of the assessments so assessed. Such credits shall be applied to the next annual Base Assessment against that Lot and thereafter until exhausted, unless the Board determines that calculation and application of such credit on a more frequent basis is preferable.

The following diagram depicts the timing for submitting budgets and collecting assessments:

[DIAGRAM ON NEXT PAGE]

**PARKVIEW TOWNHOMES
 COMMUNITY ASSOCIATION, INC.
 FISCAL YEAR**



8.2. Budgeting for Reserves.

The Board shall prepare and review at least annually a reserve budget for the Area of Common Responsibility. The budget shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall include in the Common Expense budget adopted pursuant to Section 8.1, a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect both to amount and timing by annual contributions over the budget period.

The Board may adopt resolutions regarding the expenditure of reserve funds, including policies designating the nature of assets for which reserve funds may be expended. So long as Declarant owns any property described in Exhibits "A" or "B," neither the Association nor the Board shall adopt, modify, limit, or expand such policies without Declarant's prior written consent.

8.3. Special Assessments.

In addition to other authorized assessments, the Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Except as otherwise specifically provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent of Members representing a majority of the total votes allocated to Lots and the affirmative vote or written consent of Declarant, if such exists. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

8.4. Specific Assessments.

The Association shall have the power to levy Specific Assessments against a particular Lot as follows:

(a) to cover the costs, including overhead and administrative costs, of providing services to Lots upon request of an Owner pursuant to any menu of special services which may be offered by the Association (which might include the items identified in Section 7.8) and to cover the expense of the water and sewer service described in Section 7.13. Specific Assessments for such services may be levied in advance of the provision of the service; and,

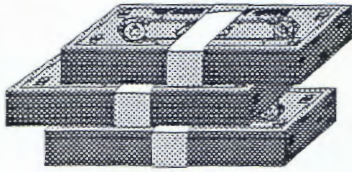
(b) to cover costs incurred in bringing the Lot into compliance with the Governing Documents or costs incurred as a consequence of the conduct of the Owner or Occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests; provided, the Association shall give the Lot Owner prior written notice and an opportunity for a hearing, in accordance with Section 3.26 of the By-Laws, before levying any Specific Assessment under this subsection (b).

ASSOCIATION FUNDS



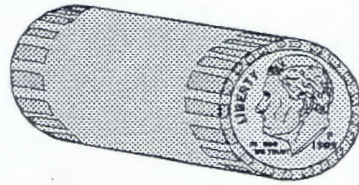
General Operating Fund
Reserve Fund for Repair and Replacement of Capital Items

PRIMARY SOURCES OF INCOME



- Base Assessments
- Special Assessments
- Specific Assessments
- Declarant Subsidy (if any)

SECONDARY SOURCES OF INCOME



- Monetary Penalties
- Interest on Reserves and
Delinquent Assessments
- Late Charges
- Transfer fees

8.5. Authority to Assess Owners; Time of Payment.

Declarant establishes and the Association is hereby authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents. The obligation to pay assessments shall commence as to each Lot on the first day of the month following: (a) the month in which title to the Lot is transferred to a Home Owner, or (b) the month in which the Board first determines a budget and levies assessments pursuant to this Article, whichever is later. The first annual Base Assessment levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides (e.g. monthly, quarterly or semi-annually), the Base Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Lot, the Board may require the outstanding balance on all assessments to be paid in full immediately.

8.6. Obligation for Assessments.

(a) Personal Obligation. Each Owner, by accepting a deed or entering into a contract of sale for any portion of the Properties, is deemed to covenant and agree to pay all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a maximum rate of 18% per annum or such higher rate as the Board may establish, subject to the limitations of Georgia law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Lot until paid in full. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

No Owner may exempt himself or herself from liability for assessments by non-use of Common Area, abandonment of his or her Lot, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Association shall, upon request, furnish to any Owner liable for any type of assessment a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

(b) Declarant's Option To Fund Budget Deficits. During the Declarant Control Period, Declarant may satisfy its obligation for assessments on Lots which it owns either by paying such assessments in the same manner as any other Owner or by paying the difference between the amount of assessments levied on all other Lots subject to assessment and the amount of actual expenditures by the Association during the fiscal year. Unless Declarant otherwise notifies the Board in writing at least 60 days before the beginning of each fiscal year, Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. Regardless of Declarant's election, Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these. After termination of the Declarant Control Period, Declarant shall pay assessments in the same manner as any other Owner on all of its Lots which have not been conveyed to Home Owners.

8.7. Lien for Assessments.

Subject to the limitations of any applicable provision of Georgia law, the Association shall have an automatic lien against each Lot to secure payment of delinquent assessments, as well as interest, late charges, and costs of collection (including attorneys' fees). Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, (b) the lien or charge of any Recorded first Mortgage on the Lot before the date on which the assessment sought to be enforced became delinquent, or (c) liens and encumbrances Recorded before the Recording of the Declaration. Notwithstanding the foregoing, the Association's lien for delinquent assessments shall be prior to a Recorded first Mortgage equal to the Common Expenses based on the Association's annual budget as provided in this Article VIII which would have come due on the absence of acceleration, during the six months immediately preceding the institution of an action to enforce the lien.

Such lien, when delinquent, may be enforced in the manner prescribed by Georgia law for the foreclosure of such liens.

The Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure of the first mortgage or security interest shall extinguish the lien as to any installments of such assessments due prior to the foreclosure. The subsequent Owner to the foreclosed Lot shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Lots subject to assessment under Section 8.5, including such acquirer, its successors and assigns.

8.8. Limitation on Increases of Assessments.

Notwithstanding any provision to the contrary, and except for assessment increases necessary for emergency situations or to reimburse the Association pursuant to Section 8.4, the Board may not impose a Base Assessment or Specific Assessment that is more than 20% greater than each of those assessments for the immediately preceding fiscal year nor impose a Special Assessment which in the aggregate exceeds 5% of the budgeted Common Expenses or as the case may be, for the current fiscal year, without a majority vote of a quorum of Members which are subject to the applicable assessment at a meeting of the Association.

For purposes of this Section, "quorum" means the Owners of more than 50% of the Lots which are subject to the applicable assessment. In addition, the term "Base Assessment" shall be deemed to include the amount assessed against each Lot plus a pro rata allocation of any amounts the Association received through any subsidy or maintenance agreement, if any, in effect for the year immediately preceding the year for which the assessment is to be increased.

An emergency situation is any one of the following:

- (a) an extraordinary expense required by an order of a court;
- (b) an extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible where a threat to personal safety on the Properties is discovered; or
- (c) an extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible which the Board could not have reasonably foreseen in preparing and distributing the budget pursuant to Section 8.1. However, prior to the imposition or collection of such an assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. Such resolution shall be distributed to the Members with the notice of such assessment.

8.9. Transfer Fee Upon Sale of a Lot.

Upon conveyance of record title to a Lot to each subsequent Home Owner of such Lot, a contribution shall be made by the purchasing Home Owner from the closing settlement proceeds to the reserve account of the Association in the amount of \$500. This amount shall be in addition to, not in lieu of the annual Base Assessment per Lot for that fiscal year. This amount shall be deposited into the purchase and sale escrow and disbursed therefrom to the Association at closing, or in the event such disbursement is not so made, then this amount shall be paid to the Association by the purchaser within 30 days of closing. The foregoing transfer fee shall be deemed an assessment under this Article VIII and shall be subject to the lien and collection provisions set forth above. The transfer fee shall not apply to, and shall not be due from, Mortgagees who take record title to a Unit by foreclosure or by a deed in lieu of foreclosure.

8.10. Exempt Property.

The following property shall be exempt from payment of Base Assessments and Special Assessments:

- (a) all Common Area and such portions of the property Declarant owns which are included in the Area of Common Responsibility pursuant to Section 7.2; and
- (b) any property dedicated to and accepted by any governmental authority or public utility.

PART FOUR: COMMUNITY DEVELOPMENT

The Declaration reserves various rights to the developer in order to facilitate the smooth and orderly development of Parkview Townhomes..

Article IX Expansion of the Community

9.1. Expansion by Declarant.

Declarant may from time to time subject to the provisions of this Declaration all or any portion of the property described in Exhibit "B" by Recording a Supplemental Declaration describing the additional property to be subjected. A Supplemental Declaration Recorded pursuant to this Section shall not require the consent of any Person except the owner of such property, if other than Declarant.

Declarant's right to expand the community pursuant to this Section shall expire upon the earliest of the following to occur: (i) all property described in Exhibit "B" has been subjected to this Declaration, (ii) Declarant Records a written instrument which voluntarily relinquishes this Declarant right, or (iii) December 31, 2016. Until such time, Declarant may transfer or assign this right to any Person who is the developer of at least a portion of the real property described in Exhibits "A" or "B." Any such transfer shall be memorialized in a written, Recorded instrument executed by Declarant.

Declarant reserves the right, but not the obligation, to annex additional property not described in Exhibits "A" or "B". Nothing in this Declaration shall be construed to require Declarant or any successor to subject additional property to this Declaration or to develop any of the property described in Exhibit "B" in any manner whatsoever.

Annexation shall be accomplished by Recording a Supplemental Declaration describing the property being annexed. All Lots subject to this Declaration, whether initially described in Exhibit "A" or annexed pursuant to a Supplemental Declaration, shall have equal voting rights and an equal, pro rata share of liability for Base Assessments.

9.2. Expansion by the Association.

The Association may also subject additional property to the provisions of this Declaration by Recording a Supplemental Declaration describing the additional property. Any such Supplemental Declaration shall require the affirmative vote of 67% of the total votes in the Association at a meeting duly called for such purpose and the consent of the owner of the property. In addition, so long as Declarant owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1, the consent of Declarant shall be necessary. The Supplemental Declaration shall be signed by the President and Secretary of the Association, by the owner of the property, and by Declarant, if Declarant's consent is necessary.

9.3. Additional Covenants and Easements.

Declarant may subject any portion of the Properties to additional covenants and easements, including covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through assessments. Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration. If the property is owned by someone other than Declarant, then the consent of the Owner(s) shall be necessary and shall be evidenced by their execution of the Supplemental Declaration. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

9.4. Effect of Filing Supplemental Declaration.

Any Supplemental Declaration Recorded pursuant to this Article shall be effective upon Recording unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Declaration.

Article X Additional Rights Reserved to Declarant

10.1. Withdrawal of Property.

Declarant reserves the right to amend this Declaration, so long as it has a right to annex additional property pursuant to Section 9.1, for the purpose of removing and withdrawing any portion of the Properties from the coverage of this Declaration, whether originally described in Exhibit "A" or added by Supplemental Declaration; provided, no property described on a particular Plat shall be withdrawn after a Lot shown on that Plat has been conveyed by Declarant to a Home Owner. Such a withdrawal shall reduce the Maximum Lots subject to the Declaration, the number of votes in the Association and the Lots subject to assessment. Such amendment shall not require the consent of any Person other than the Owner of the property to be withdrawn, if not Declarant. If the property is Common Area, the Association shall consent to such withdrawal upon the request of Declarant.

10.2. Marketing and Sales Activities.

Declarant may construct and maintain upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of Lots, including, but not limited to, business offices, signs, model Lots, and sales offices. Declarant shall have easements for access to and use of such facilities.

10.3. Right to Develop.

Declarant and its employees, agents, and designees shall have a right of access and use and an easement over and upon all of the Common Area for the purpose of making, constructing, and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

10.4. Right to Approve Additional Covenants.

No Person shall Record any declaration of covenants, conditions, and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted Recording without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by Recorded written consent signed by Declarant.

10.5. Right to Approve Changes in Community Standards.

No amendment to or modification of any Use Restrictions or Rules or Design Guidelines shall be effective without prior notice to and the written approval of Declarant so long as Declarant owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1.

10.6. Right to Merge or Consolidate the Association.

Declarant reserves the right to merge or consolidate the Association with another common interest community of the same form of ownership or make it subject to a master association.

10.7. Right to Appoint and Remove Directors During Declarant Control Period.

Declarant may appoint and remove any director or officer of the Association as provided in Articles III and IV of the By-Laws.

10.8. Right to Transfer or Assign Declarant Rights.

Any or all of the special rights and obligations of Declarant set forth in this Declaration or the By-Laws may be transferred in whole or in part to other Persons; provided, the transfer shall not reduce an obligation nor enlarge a right beyond that which Declarant has under this Declaration or the By-Laws. No such transfer or assignment shall be effective unless it is in a Recorded written instrument signed by Declarant. The foregoing sentence shall not preclude Declarant from permitting other Persons to exercise, on a one time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety, and in such case it shall not be necessary to Record any written assignment unless necessary to evidence Declarant's consent to such exercise.

10.9. Easement to Inspect and Right to Correct.

(a) Easement. Declarant reserves for itself and such other Persons as it may designate perpetual, non-exclusive easements throughout Parkview Townhomes to the extent reasonably necessary for the purposes of access, inspecting, testing, redesigning, correcting, or improving any portion of Parkview Townhomes, including Lots and the Area of Common Responsibility. Declarant shall have the right to redesign, correct, or improve any part of Parkview Townhomes, including Lots and the Area of Common Responsibility.

(b) Right of Entry. In addition to the above easement, Declarant reserves a right of entry onto a Lot upon reasonable notice to the Owner except in an emergency. Entry into a Dwelling Unit shall be only after Declarant notifies the Home Owner (or Occupant) and agrees with the Home Owner regarding a reasonable time to enter the Dwelling Unit to perform such activities. Home Owner agrees to cooperate in a reasonable manner with Declarant in Declarant's exercise of the rights provided to it by this Section.

Entry onto the Area of Common Responsibility and into any improvements and structures thereon may be made by Declarant at any time, provided advance notice is given to the Association, except in an emergency.

(c) Damage. Any damage to a Lot or the Area of Common Responsibility resulting from the exercise of the easement and right of entry described in subsections (a) and (b) of this Section shall promptly be repaired by, and at the expense of, Declarant. The exercise of these easements shall not unreasonably interfere with the use of any Lot and entry onto any Lot shall be made only after reasonable notice to the Owner or Occupant.

10.10. Exclusive Rights to Use Name of Development.

No Person shall use the name "Parkview Townhomes" or any derivative of such name in any printed or promotional material without Declarant's prior written consent. However, Owners may use the name "Parkview Townhomes" in printed or promotional matter where such term is used solely to specify that particular property is located within Parkview Townhomes, and the Association shall be entitled to use the words "Parkview Townhomes" in its name.

10.11. Developer Marks.

Any use by the Association of names, marks or symbols of EJS Properties, Inc. or any of its affiliates (collectively "EJS Properties, Inc.") shall inure to the benefit of EJS Properties, Inc. and shall be subject to EJS Properties, Inc.'s periodic review for quality control. The Association shall enter into license agreements with EJS Properties, Inc., terminable with or without cause and in a form specified by EJS Properties, Inc. in its sole discretion, with respect to permissive use of certain EJS Properties, Inc. marks (if any). The Association shall not use any EJS Properties, Inc. mark without EJS Properties, Inc.'s prior written consent.

10.12. Equal Treatment.

So long as Declarant owns any property described in Exhibits "A" or "B," the Association shall not without the prior written consent of Declarant, adopt any policy, rule, or procedure that:

(a) limits the access of Declarant, its successors, assigns, and affiliates or their personnel and/or guests, including visitors, to the Common Areas of the Association or to any property owned by any of them;

(b) limits or prevents Declarant, its successors, assigns, and affiliates or their personnel from advertising, marketing, or using the Association or its Common Areas or any property owned by any of them in promotional materials;

(c) limits or prevents purchasers of new residential housing constructed by Declarant, its successors, assigns, and affiliates in Parkview Townhomes from becoming members of the Association or enjoying full use of its Common Areas, subject to the membership provisions of this Declaration and the By-Laws;

(d) discriminates against or singles out any group of Members or prospective Members or Declarant;

(e) impacts the ability of Declarant, its successors, assigns, and affiliates, to carry out to completion its development plans and related construction activities for Parkview Townhomes, as such plans are expressed in the Master Plan, as such may be amended and updated from time to time. Policies, rules, or procedures affecting the provisions of existing easements established by Declarant and limiting the establishment by Declarant of easements necessary to complete Parkview Townhomes shall be expressly included in this provision. Easements that may be established by Declarant shall include but shall not be limited to easements for development, construction and landscaping activities and utilities; or

(f) impacts the ability of Declarant, its successors, assigns, and affiliates to develop and conduct customer service programs and activities in a customary and reasonable manner.

The Association shall not exercise its authority over the Common Areas (including, but not limited to, any gated entrances and other means of access to the Properties or the Exhibit "B" property) to interfere with the rights of Declarant set forth in this Declaration or to impede access to any portion of the Properties or the Exhibit "B" property over the streets and other Common Areas within the Properties.

10.13. Termination of Rights.

The rights contained in this Article shall terminate upon the earlier of (a) 30 years from the conveyance of the first Lot to a Home Owner, or (b) Recording by Declarant of a written statement

that all sales activity has ceased. This Article X shall not be amended without the prior written consent of Declarant so long as Declarant owns any property described in Exhibits "A" or "B."

PART FIVE: PROPERTY RIGHTS WITHIN THE COMMUNITY

The nature of living in a planned community requires the creation of special property rights and provisions to address the needs and responsibilities of the Owners, the developer, the Association, and others within or adjacent to the community.

Article XI Easements

11.1. Easements in Common Area.

Declarant grants to each Owner a nonexclusive right and easement of use, access, and enjoyment in and to the Common Area, subject to:

- (a) the Governing Documents and any other applicable covenants;
- (b) any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) the Board's right to:
 - (i) adopt rules regulating the use and enjoyment of the Common Area, including rules limiting the number of guests who may use the Common Area;
 - (ii) suspend the right of an Owner to use recreational facilities within the Common Area:
 - (1) for any period during which any charge against such Owner's Lot remains delinquent; and
 - (2) for a period not to exceed 30 days for a single violation or for a longer period in the case of any continuing violation, of the Governing Documents after notice and a hearing pursuant to Section 3.26 of the By-Laws;
 - (iii) dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in this Declaration;
 - (iv) impose reasonable membership requirements and charge reasonable admission or other use fees for the use of any recreational facility situated upon the Common Area;

(v) permit use of any recreational facilities situated on the Common Area by persons other than Owners, their families, lessees, and guests upon payment of use fees established by the Board;

(vi) mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the approval requirements set forth in Sections 15.5 and 18.4;

(vii) limit the use of those portions of the Common Area designated "Exclusive Common Areas," as described in Article XII to the exclusive use of certain Owners;

(viii) create, enter into agreements with, and grant easements to tax-exempt organizations under Section 7.11;

(e) the right of the Association to rent or lease any portion of any clubhouse or other recreational facilities within the Common Area, if any, on a short-term basis to any Person approved by the Association for the exclusive use of such person and such Person's family and guests; and

(f) the right of the Association to require Members, Owners, and/or their guests to present activity or use privilege cards, as may be issued by the Association, for access and use of recreational facilities within the Properties, if any.

The initial Common Area as identified in Exhibit "A" shall be conveyed to the Association prior to or concurrent with the conveyance of the first Lot to a Home Owner.

11.2. Easements of Encroachment.

Declarant grants reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area and 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 these restrictions) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

11.3. Easements for Utilities, Etc.

(a) Association and Utility Easements. Declarant reserves for itself, so long as Declarant owns any property described in Exhibit "A" or "B" of this Declaration, and grants to the Association and all utility providers, perpetual non-exclusive easements throughout all of the Properties (but not through a structure) to the extent reasonably necessary for the purpose of:

11.5. Easements for Maintenance, Emergency and Enforcement.

Declarant grants to the Association easements over the Properties as necessary to enable the Association to fulfill its maintenance responsibilities under Sections 5.3 and 7.2. The Association shall also have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforcing the Governing Documents. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall be only during reasonable hours and after notice to the Owner. Any damage caused as a result of the Association fulfilling its maintenance responsibilities shall be repaired by the Association at its expense.

Declarant grants to the Association an easement and the right to enter a Lot to abate or remove, using such measures as may be reasonably necessary, any structure, thing or condition which violates the Governing Documents. All costs incurred, including reasonable attorneys' fees, shall be assessed against the violator as a Specific Assessment.

Declarant also grants to each Owner an easement over the Properties for the purposes of pedestrian ingress and egress to and from all outside portions of their respective Lots and the Exclusive Common Areas assigned to said Lots, notwithstanding the fact that such Owners may have to travel over neighboring Lots and Exclusive Common Areas to exercise said easement rights. All fences and walls (if any) originally constructed by Declarant or later approved in accordance with Article IV, shall be constructed and maintained in such a manner so as not to interfere with or unduly burden the exercise of the easements granted in this Section 11.5 (i.e., gates between Lots and Exclusive Common Areas shall remain unlocked and free of obstructions).

11.6. Easements for Cross-Drainage.

Declarant hereby reserves for itself and grants to the Association that every Lot and the Common Area shall be burdened with easements for natural drainage of storm water runoff from other portions of the Properties; provided, no Person shall alter the natural drainage on any Lot to increase materially the drainage of storm water onto adjacent portions of the Properties without the consent of the Owner(s) of the affected property, the Board, and Declarant as long as it owns any property described in Exhibits "A" or "B" to the Declaration.

11.7 Easement for HVAC and Gas Lines.

Declarant reserves for itself and grants to each Lot Owner, a perpetual non-exclusive easement on, in, through, over and under neighboring Lots and Dwelling Units and throughout all the Properties to the extent reasonably necessary for the purpose of:

- (a) installing gas lines, electric lines, and heating and ventilation lines and ducts as reasonably may be necessary to service such utility functions within a Dwelling Unit and any meter, heat pump, condensor, fan, or such similar equipment

located on Common Area outside the Dwelling Unit, as initially constructed and installed by Declarant; and

- (b) inspecting, maintaining, repairing, and replacing the equipment and improvements described in Section 11.7(a).

All work associated with the exercise of the easements described in this Section 11.7 shall be performed in such a manner so as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. Except for emergency repair situations, the exercise of these easements shall not permit entry into the Dwelling Unit of another Owner without at least an 18- hour advance notice to said Owner, who shall cooperate as reasonably necessary to fulfill the intent of this Section 11.7, and all such work shall be performed only between the hours of 9 a.m. and 8 p.m. on any calendar day.

Article XII Exclusive Common Areas

12.1. Purpose.

Certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of certain Owners and Occupants of certain Lots. By way of illustration and not limitation, Exclusive Common Areas may include landscaped areas and parking areas adjacent to certain Lots. All costs associated with maintenance, repair, replacement, and insurance of an Exclusive Common Area shall be assessed as a Specific Assessment allocated among the Owners to which the Exclusive Common Area(s) is assigned, except, however, improvements made to Exclusive Common Areas by individual Owners (with the approval and consent of the Association and the Architectural Review Committee) shall be maintained, repaired, replaced, and insured by the individual Owner unless such responsibilities are otherwise expressly accepted by the Association. No improvements of any nature whatsoever shall be made to the Exclusive Common Areas without the advance written consent of the Association, and the Association may condition its consent on the performance by the Owner of certain actions and obligations.

12.2. Designation.

Initially, any Exclusive Common Area shall be designated as such in the deed conveying such area to the Association or on the subdivision plat relating to such Common Area (which plat may be Recorded, or attached to this Declaration or a Supplemental Declaration); provided, however, any such assignment shall not preclude Declarant from later assigning use of the same Exclusive Common Area to additional Lots so long as Declarant has a right to subject additional property to this Declaration pursuant to Section 9.1.

Thereafter, a portion of the Common Area may be assigned as Exclusive Common Area and Exclusive Common Area may be reassigned upon approval of the Board and the vote of Members representing a majority of the total votes in the Association, including a majority of the votes of the Lot Owners affected by the proposed assignment or reassignment. As long as Declarant owns any property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1, any such assignment or reassignment shall also require Declarant's written consent. Any assignment or reassignment of Exclusive Common Area shall be made in accordance with the requirements of the Act.

Article XIII Party Walls and Other Shared Structures

13.1. General Rules of Law to Apply.

Each wall, fence, driveway or similar structure built as a part of the original construction on the Lots, other than a perimeter wall or fence as provided in Section 7.2, which serves and/or separates any two adjoining Lots shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

13.2. Maintenance, Damage and Destruction.

The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who make use of the party structure.

If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and is not repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners thereafter use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

13.3. Right to Contribution Runs with Land.

The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

13.4. Disputes.

Any dispute arising concerning a party structure shall be handled in accordance with the provisions of Article XIV.

PART SIX: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY

The growth and success of Parkview Townhomes as a community in which people enjoy living requires good faith efforts to resolve disputes amicably, attention to and understanding of relationships within the community and with our neighbors, and protection of the rights of others who have an interest in Parkview Townhomes.

Article XIV Dispute Resolution and Limitation on Litigation

14.1 Prerequisites to Actions Against Declarant.

Prior to filing a civil action, undertaking any action in accordance with Section 14.4, or retaining an expert for such actions against Declarant, or any builder or sub-contractor of any portion of Parkview Townhomes, the Board shall notify and meet with the Members to discuss the alleged problem or deficiency. Moreover, prior to taking any action, the Board shall notify the potential adverse party of the alleged problem or deficiency and provide such party a reasonable opportunity to inspect and repair the problem.

14.2. Consensus for Association Litigation.

Except as provided in this Section, the Association shall not commence a judicial or administrative proceeding without first providing written notice of such proposed action to each Member and obtaining the approval of at least 75% of the Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the Governing Documents (including, without limitation, the foreclosure of liens); (b) the collection of assessments; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

14.3. Alternative Method for Resolving Disputes.

Declarant, the Association, their officers, directors, and committee members, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the Properties, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that those claims, grievances, or disputes described in Sections 14.4 ("Claims") shall be resolved using the procedures set forth in Section 14.5 in lieu of filing suit in any court.

14.4. Claims.

Unless specifically exempted below, all Claims arising out of or relating to the interpretation, application, or enforcement of the Governing Documents or the rights, obligations, and duties of any Bound Party under the Governing Documents or relating to the design or construction of improvements on the Properties shall be subject to the provisions of Section 14.5.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not constitute a Claim and shall not be subject to the provisions of Section 14.5:

(a) any suit by the Association against any Bound Party to enforce the provisions of Article VIII;

(b) any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Article III and Article IV;

(c) any suit between Owners, which does not include Declarant or the Association, or as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents.

(d) any suit by an Owner concerning the aesthetic judgment of the Architectural Review Committee, Association or Declarant pursuant to their authority and powers under Article IV;

(e) any suit in which any indispensable party is not a Bound Party; and

(f) any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by Section 14.5(a), unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 14.5.

14.5. Mandatory Procedures.

(a) Notice.

Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (collectively, the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:

(i) the nature of the Claim, including the Persons involved and Respondent's role in the Claim;

(ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(iii) Claimant's proposed remedy; and

(iv) that Claimant will meet with Respondent to discuss good faith ways to resolve the Claim.

(b) Negotiation and Mediation.

The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation.

If the Parties do not resolve the Claim within 30 days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have 30 additional days to submit the Claim to mediation under the auspices of an independent agency providing dispute resolution services in the Atlanta, Georgia area.

If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within 30 days after submission of the matter to the mediation, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

Within five days of the Termination of Mediation, the Claimant shall make a final written settlement demand ("Settlement Demand") to the Respondent, and the Respondent shall make a final written settlement offer ("Settlement Offer") to the Claimant. If the Claimant fails to make a Settlement Demand, Claimant's original Notice shall constitute the Settlement Demand. If the Respondent fails to make a Settlement Offer, Respondent shall be deemed to have made a "zero" or "take nothing" Settlement Offer.

(c) Final and Binding Arbitration.

If the Parties do not agree in writing to a settlement of the Claim within 15 days of the Termination of Mediation, the Claimant shall have 15 additional days to submit the Claim to arbitration in accordance with the Rules of Arbitration contained in Exhibit "C" or such rules as may be required by the agency providing the arbitrator. If not timely submitted to arbitration or if the Claimant fails to appear for the arbitration proceeding, the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons other than Claimant.

This subsection (c) is an agreement to arbitrate and is specifically enforceable under the applicable arbitration laws of the State of Georgia. The arbitration award (the "Award") shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Georgia.

14.6. Allocation of Costs of Resolving Claims.

Subject to Section 14.5(b), each Party shall bear its own costs, including attorneys' fees, and each Party shall share equally all charges rendered by the mediator(s) and all filing fees and costs of conducting the arbitration proceeding ("Post Mediation Costs").

Any Award which is equal to or more favorable to Claimant than Claimant's Settlement Demand shall add Claimant's Post Mediation Costs to the Award, such costs to be borne equally by all Respondents. Any Award which is equal to or less favorable to Claimant than any Respondent's Settlement Offer shall award to such Respondent its Post Mediation Costs.

14.7. Enforcement of Resolution.

After resolution of any Claim, if any Party fails to abide by the terms of any agreement or Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in Section 14.5. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys' fees and court costs.

14.8. Attorneys' Fees.

In the event of an action instituted to enforce any of the provisions contained in the Governing Documents, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs, including administrative and lien fees, of such suit. In the event the Association is a prevailing party in such action, the amount of such attorneys' fees and costs shall be a Specific Assessment with respect to the Lot(s) involved in the action.

The following diagram depicts the Dispute Resolution process:

[DIAGRAM ON NEXT PAGE]

15.1. Notices of Action.

An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of 60 days, or any other violation of the Governing Documents relating to such Lot or the Owner or Occupant which is not cured within 60 days;

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

(d) Any proposed action which would require the consent of a specified percentage of Eligible Holders.

15.2. No Priority.

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

15.3. Notice to Association.

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

15.4. Failure of Mortgagee to Respond.

Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within 30 days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

15.5. HUD/VA Approval.

During the Declarant Control Period, the following actions shall require the prior approval of the U.S. Department of Housing and Urban Development or the U.S. Department of Veterans Affairs, if either such agency is insuring or guaranteeing the Mortgage on any Lot: merger, consolidation, or dissolution of the Association; annexation of additional property other than that described in Exhibit "B"; dedication, conveyance, or mortgaging of Common Area; or material amendment of this Declaration. The granting of easements for utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a conveyance within the meaning of this Section.

PART SEVEN: CHANGES IN THE COMMUNITY

Communities such as Parkview Townhomes are dynamic and constantly evolving as circumstances, technology, needs, desires, and laws change over time. Parkview Townhomes and its governing documents must be able to adapt to these changes while protecting the things that make Parkview Townhomes unique.

Article XVII Changes in Ownership of Lots

Any Owner desiring to sell or otherwise transfer title to his or her Lot shall give the Board at least seven days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot, including assessment obligations, until the date upon which such notice is received by the Board, notwithstanding the transfer of title.

Article XVIII Changes in Common Area

18.1. Condemnation.

If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Owners representing at least 67% of the total votes in the Association and of Declarant, as long as Declarant owns any property subject to the Declaration or which may be made subject to the Declaration in accordance with Section 9.1) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association to be disbursed as follows:

If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within 60 days after such taking Declarant, so long as Declarant owns any property subject to the Declaration or which may be made subject to the Declaration in accordance with Section 9.1, and Owners representing at least 67% of the total vote of the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 7.3(c) regarding funds for restoring improvements shall apply.

If the taking or conveyance does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

18.2. Partition.

Except as permitted in this Declaration, the Common Area shall remain undivided, and no Person shall bring any action partition of any portion of the Common Area without the written consent of all Owners and Mortgagees. This Section shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

18.3. Transfer or Dedication of Common Area.

The Association may dedicate portions of the Common Area to Fulton County, Georgia, or to any other local, state, or federal governmental or quasi-governmental entity, subject to such approval as may be required by Sections 15.5 and 18.4.

18.4. Actions Requiring Owner Approval.

If either the U.S. Department of Housing and Urban Development or the U.S. Department of Veterans Affairs is insuring or guaranteeing the Mortgage on any Lot, then the following actions shall require the prior approval of Owners representing not less than sixty-seven percent (67%) of the total votes in the Association and the consent of Declarant, if such exists: merger, consolidation, or dissolution of the Association; annexation of additional property other than that described in Exhibit "B"; and dedication, conveyance, or mortgaging of Common Area. Notwithstanding anything to the contrary in Section 18.1 or this Section, the Association, acting through the Board, may grant easements over the Common Area for installation and maintenance of utilities and drainage facilities and for other purposes not inconsistent with the intended use of the Common Area, without the approval of the membership.

Article XIX Amendment of Declaration

19.1. Corrective Amendments.

In addition to specific amendment rights granted elsewhere in this Declaration, until conveyance of the first Lot to a Home Owner, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, Declarant, or the Board with consent of the Declarant, unilaterally may amend this Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure, or guarantee mortgage loans on the Lots; or (d) to satisfy the

requirements of any local, state, or federal governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent in writing.

In addition, so long as Declarant owns property described in Exhibits "A" or "B" for development as part of the Properties, it unilaterally may amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

19.2. By Members.

Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners representing 67% of the total votes in the Association, and the consent of Declarant, so long as Declarant owns any property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

19.3. Validity and Effective Date.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant (or the assignee of such right or privilege).

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be presumed conclusively that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment validly adopted by the Association shall be certified by the President or Secretary of the Association, and shall become effective upon Recording, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six (6) months of its Recording or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

Nothing in this Article shall be construed to permit termination of any easement created in this Declaration or Supplemental Declaration without the consent of the holder of such easement.

19.4. Exhibits.

Exhibits "A," "B," and "C" attached to this Declaration are incorporated by this reference and amendment of such exhibits shall be governed by this Article. All other exhibits are attached for informational purposes and may be amended as provided therein or in the provisions of this Declaration which refer to such exhibits.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration the date and year first written above.

EJS PROPERTIES, INC., a Georgia corporation

Signed, sealed and delivered as of the day and year first above written, in the presence of:

By: Stephen D. Ficarra, President
Name: STEPHEN D. FICARRA
Title: PRESIDENT

[CORPORATE SEAL]



Jeff Steve Beardsley
Witness

[Signature]
Notary Public
My Commission Exp.:
[NOTARIAL SEAL]

Declarant's Address for Notices:

4060 PEACHTREE ROAD, SUITE D104

ATLANTA, GA 30319



EXHIBIT "A"**Land Initially Submitted**

The real property initially submitted to the terms of this Declaration is described on the attached Schedule A-1.

Excluded Property. The real property described and shown as "Lot 20" on that certain Fee Simple Townhouse Zero-Lot Line Plat (Dutch Valley), prepared by R. Frank Meaders, Georgia Registered Land Surveyor No. 2041, dated March 13, 2002, and recorded at Plat Book 227, Page 23 of the appropriate land records of Fulton County, Georgia is expressly excluded from the terms of this Declaration, shall not be encumbered by any terms or conditions set forth above, and shall not be deemed Common Area of the Association by virtue of being an adjoining lot to the property described on the attached Schedule A-1. This Declaration and the above referenced Plat shall not interpreted or deemed to create, burden, or impose upon Lot 20 and its owner any rights, obligations, duties, responsibilities, or other relationship whatsoever, whether express or implied, as between Lot 20 and its owner and Parkview Townhomes and its Owners.

SCHEDULE A-1

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 52 AND 55 OF THE 17TH DISTRICT OF FULTON COUNTY, GEORGIA, AND BEING KNOWN AS TRACT II CONTAINING .5861 ACRES, KNOWN AS PARKVIEW TOWNHOMES AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED AT THE COMMON INTERSECTION OF THE NORTHERLY RIGHT OF WAY OF DUTCH VALLEY ROAD (50 FOOT RIGHT OF WAY) AND THE WESTERLY RIGHT OF WAY OF DUTCH VALLEY PLACE (50 FOOT RIGHT OF WAY), THENCE PROCEEDING ALONG THE NORTHERLY RIGHT OF WAY OF DUTCH VALLEY ROAD NORTH 80 DEGREES 45 MINUTES 44 SECONDS WEST 128.29 FEET TO A POINT; THENCE RUNNING NORTH 07 DEGREES 57 MINUTES 50 SECONDS WEST 191.03 FEET TO A POINT; THENCE RUNNING NORTH 81 DEGREES 30 MINUTES 00 SECONDS EAST 120.18 FEET TO A POINT LOCATED AT THE WESTERLY RIGHT OF WAY OF DUTCH VALLEY PLACE; THENCE RUNNING ALONG THE WESTERLY RIGHT OF WAY OF DUTCH VALLEY PLACE SOUTH 08 DEGREES 33 MINUTES 20 SECONDS EAST 230.11 FEET TO THE POINT OF BEGINNING, ALL PURSUANT TO PLAT OF SURVEY BY R. FRANK MEADERS, REGISTERED LAND SURVEYOR NUMBER 2041, ARCADIS, GERAGHTY AND MILLER, DATED DECEMBER 28, 2001, LAST UPDATED MARCH 13, 2002, SAID SURVEY BEING INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART HEREOF FOR A MORE ACCURATE DESCRIPTION OF THIS PROPERTY.

EXHIBIT "B"

Land Subject to Annexation

All real property which shares a common boundary line with real property described in Exhibit "A" or is otherwise within a one square mile radius of the real property described in Exhibit "A".

Exhibit "B"

EXHIBIT "C"**Rules of Arbitration**

1. Claimant shall submit a Claim to arbitration under these Rules by giving written notice to all other Parties stating plainly and concisely the nature of the Claim, the remedy sought and Claimant's submission of the Claim to arbitration ("Arbitration Notice").

2. The Parties shall select arbitrators ("Party Appointed Arbitrators") as follows: all the Claimants shall agree upon one (1) Party Appointed Arbitrator, and all the Respondents shall agree upon one (1) Party Appointed Arbitrator. The Party Appointed Arbitrators shall, by agreement, select one neutral arbitrator ("Neutral") so that the total arbitration panel ("Panel") has three (3) arbitrators.

3. If the Panel is not selected under Rule 2 within 45 days from the date of the Arbitration Notice, any party may notify the nearest chapter of The Community Associations Institute, for any dispute arising under the Governing Documents, or the American Arbitration Association, or such other independent body providing arbitration services, for any dispute relating to the design or construction of improvements on the Properties, which shall appoint one Neutral ("Appointed Neutral"), notifying the Appointed Neutral and all Parties in writing of such appointment. The Appointed Neutral shall thereafter be the sole arbitrator and any Party Appointed Arbitrators or their designees shall have no further duties involving the arbitration proceedings.

4. No person may serve as a Neutral in any arbitration in which that person has any financial or personal interest in the result of the arbitration. Any person designated as a Neutral or Appointed Neutral shall immediately disclose in writing to all Parties any circumstance likely to affect impartiality, including any bias or financial or personal interest in the outcome of the arbitration ("Bias Disclosure"). If any Party objects to the service of any Neutral or Appointed Neutral after receipt of that Neutral's Bias Disclosure, such Neutral or Appointed Neutral shall be replaced in the same manner in which that Neutral or Appointed Neutral was selected.

5. The Appointed Neutral or Neutral, as the case may be ("Arbitrator") shall fix the date, time and place for the hearing. The place of the hearing shall be within the Properties unless otherwise agreed by the Parties. In fixing the date of the hearing, or in continuing a hearing, the Arbitrator shall take into consideration the amount of time reasonably required to determine Claimant's damages accurately.

6. Any Party may be represented by an attorney or other authorized representative throughout the arbitration proceedings. In the event the Respondent fails to participate in the arbitration proceeding, the Arbitrator may not enter an Award by default, but shall hear Claimant's case and decide accordingly.

7. All persons who, in the judgment of the Arbitrator, have a direct interest in the arbitration are entitled to attend hearings. The Arbitrator shall determine any relevant legal issues, including whether all indispensable parties are Bound Parties or whether the claim is barred by the statute of limitations.

8. There shall be no stenographic record of the proceedings.

9. The hearing shall be conducted in whatever manner will, in the Arbitrator's judgment, most fairly and expeditiously permit the full presentation of the evidence and arguments of the Parties. The Arbitrator may issue such orders as it deems necessary to safeguard rights of the Parties in the dispute without prejudice to the rights of the Parties or the final determination of the dispute.

10. If the Arbitrator decides that it has insufficient expertise to determine a relevant issue raised during arbitration, the Arbitrator may retain the services of an independent expert who will assist the

Arbitrator in making the necessary determination. The scope of such professional's assistance shall be determined by the Arbitrator in the Arbitrator's discretion. Such independent professional must not have any bias or financial or personal interest in the outcome of the arbitration, and shall immediately notify the Parties of any such bias or interest by delivering a Bias Disclosure to the Parties. If any Party objects to the service of any professional after receipt of a Bias Disclosure, such professional shall be replaced by another independent licensed professional selected by the Arbitrator.

11. No formal discovery shall be conducted in the absence of express written agreement among all the Parties. The only evidence to be presented at the hearing shall be that which is disclosed to all Parties at least 30 days prior to the hearing; provided, however, no Party shall deliberately withhold or refuse to disclose any evidence which is relevant and material to the Claim, and is not otherwise privileged. The Parties may offer such evidence as is relevant and material to the Claim, and shall produce such additional evidence as the Arbitrator may deem necessary to an understanding and determination of the Claim. The Arbitrator shall be the sole judge of the relevance and materiality of any evidence offered, and conformity to the legal rules of evidence shall not be necessary. The Arbitrator shall be authorized, but not required, to administer oaths to witnesses.

12. The Arbitrator shall declare the hearings closed when satisfied the record is complete.

13. There will be no posthearing briefs.

14. The Award shall be rendered immediately following the close of the hearing, if possible, and no later than 14 days from the close of the hearing, unless otherwise agreed by the Parties. The Award shall be in writing, shall be signed by the Arbitrator and acknowledged before a notary public. If the Arbitrator believes an opinion is necessary, it shall be in summary form.

15. If there is more than one arbitrator, all decisions of the Panel and the Award shall be by majority vote.

Each Party agrees to accept as legal delivery of the Award the deposit of a true copy in the mail addressed to that Party or its attorney at the address communicated to the Arbitrator at the hearing.

Parkview Townhomes Homeowner's Association

Owner Approved Amendments to Covenants, conditions and restrictions (CCR's)

<u>#</u>	<u>Section</u>	<u>Page</u>	<u>Effective</u>	<u>Item amended</u>
1	8.9	45	11/3/13	Transfer fee increase to \$1000
2	3.5(q)	17	11/2/14	Parking Policies – enhanced and clarified (see policy statement)
3	8.5	42	11/8/15	Dues Payment policies – revised (see policy statement)
4	3.5(s)	18	11/6/16	Window Treatments definition changed from white to neutral and/or natural materials (no bright colors); no bed sheets.
5	3.5(k)	15	11/6/16	No Signs revised to: No signs except security signs no more than 12x12 are allowed and realtor signs larger than H-Sign (standard) prohibited.
6	3.5 (i)(ii,iv,v)	14	11/6/16	Gazebos to All exterior construction plans need to be approved by the board/community. <ul style="list-style-type: none"> • After a formal request has been made to the board, the HOA will hold a special vote for owners to explain & discuss the requested permanent structure, including color to match community standards. If necessary, a special meeting will take place. • Process: Submit to board and board will notify all homeowner notice of intent of plans. There will be a meeting if you are interested in joining. Approval is % of owners or % of attendees. Need to have a quorum and majority of those attending to be approved. Plans must include color scheme for approval.
7	3.5 (g)	14	11/6/16	Definition of Occupancy clarified to include any children. Water fee adjustments to be put into place starting in 2018

Parkview Townhomes Homeowner's Association

Dues Policies

(Updated 11/8/15)

1. HOA fees are due on the first of every month. The grace period ends on the 10th of the month. The finance charge on late HOA fees is \$25 per month.
 - If a homeowner is experiencing financial difficulties or other extenuating circumstances, the finance charges can be avoided by arranging a payment plan with the treasurer and the board before the end of the grace period. If there is no contact or agreed upon payment plan, the finance charge will be assessed to all months where payments were not received on time.
2. If any owner falls 2 months behind in their HOA fees without establishing contact and a payment plan with the Treasurer, the Treasurer will schedule a discussion with the HOA board to discuss who is behind and by how much and to discuss next steps.
3. If any owner that falls 4 months behind in their HOA fees without establishing contact and a payment plan, the HOA board will inform all owners via email who is behind and by how much, and to discuss next steps.
4. If any owner falls 6 months behind without a payment plan, the Association will put a lien on the owner's property and take appropriate legal action to recover the money owed.
5. If a check is returned to the HOA due to insufficient funds, the homeowner will be charged \$35 per occurrence to cover check fees. After the 2nd occurrence, all repaid funds must be paid with a money order or certified bank check and must include the return check fee.

Parkview Townhome Homeowners Association

Dear Fellow Owners,

Part of living in-town and near Piedmont Park means that parking is more limited than other areas. The fact that each of our units has a two car garage is a unique feature of our community. However, we still have to work together to ensure homeowners, tenants and service vehicles, such as delivery trucks, postal vehicles and emergency vehicles, have un-impeded access to the property. These uses represent different needs and goals and require that we enforce the rules in an even handed and fair fashion. We all use our community access and parking in different ways and at different times. Sometimes inconvenience is unavoidable but if we work together we can limit disruptions. Because we've gained new owners and tenants in recent years, it's important to remind everyone of the parking policies.

Owners should advise all guests of the following:

1. Street parking is available 24/7. Violators can be ticketed or booted if not in designated spaces.
2. Per the HOA docs, the two parking spaces in front of the mailbox are for guest parking, after the two spaces in each garage are used. If used, the temporary guests spots should not be used for more than 24 hours. Long term guests, frequent overnight guests and renters are to use the lots listed below or the street.
3. Parking on the concrete pad in front of your garage is permissible as long as no part of the vehicle overhangs on the asphalt.
4. Parking is not allowed at the end of Parkview Lane as this is a fire hazard.
5. Parking is available at various hours in the two Parkside Partners Lots. The lower lot (across from One Midtown Kitchen) and the upper lot (off Dutch Valley Place directly behind the end of Parkview Lane). Our parking agreement with Parkside Partners is as follows:
 - Monday-Friday
 - 8 AM-5 PM, park in the back part of lower lot, if space available. No parking in the upper lot.
 - After 5:00 PM, One Midtown Kitchen leases the lower lot and we are requested to use the back part of the lower lot (farthest away from the street) or the upper lot. Note: The Valets are normally aware of our understanding, but occasionally they are unaware. As long as guests do not go to the restaurant, everything is cool.
 - Weekends & Holidays
 - All day and night in the upper lot
 - All day & night in the back part (farthest away from the street) of the lower lot

Violators of the above policies are subject to towing at the car owners expense. We ask that all homeowners and renters acknowledge this policy and agree to abide by it. Please do so by saying so in a return email.

Thank you for your understanding and cooperation.

Sincerely,

The Parkview HOA Board