

DECLARATION OF PROTECTIVE COVENANTS AND PERMANENT MEMBERSHIP
FOR CASTEEL HEIGHTS

WHEREAS, final Plats for Casteel Heights were recorded, respectively, as follows:

<u>Phase</u>	<u>Date of Recording</u>	<u>Plat Book/Page Number</u>
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each such Plat being recorded in the Cobb County, Georgia Records;

WHEREAS, Lot Owners at Casteel Heights in Cobb County, Georgia, who have executed this Declaration, are the Owners of that certain real property described in signature page(s) affixed hereto and as are listed on Exhibit "A" attached hereto and incorporated herein by reference and desire to subject their Lot and the Property to the terms and provisions of this Declaration of Protective Covenants and Permanent Membership for Casteel Heights ("Declaration"), and do hereby subject their Lot and the Property to continuing Permanent Membership in Casteel Heights Homeowners Association, Inc. ("Association") and authorize and direct the Board of Directors to subject the Common Property, as described in Exhibit "C" as attached hereto and incorporated herein by this reference, to the terms and provisions of this Declaration; and

WHEREAS, the undersigned officers of the Association desire to approve this Declaration and membership in the Association on behalf of the Association;

WHEREAS, the Lot Owners who have executed this Declaration do hereby consent, on behalf of such Owner, Owner's successors, successors-in-title, heirs, and assigns, that such Owner's Lot shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, covenants, and restrictions contained in this Declaration, as a Permanent Member (as defined in the Declaration) of the Association (with the classification set forth on the signatory pages attached hereto), all of which shall run with the title to Owner's Lot and shall be binding upon all persons having any right, title, or interest in Owner's Lot, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Each Owner understands and acknowledges that, by submitting Owner's Lot to Permanent Membership in the Association, each Owner is hereby subjecting Owner's Lot to mandatory assessments in favor of the Association, with lien rights afforded therefor, in accordance with the Declaration. Each Owner does further consent to the submission of the Common Property (as defined in the Declaration) to this Declaration; and

WHEREAS, these preambles have been incorporated into the Declaration pursuant to Paragraph 10 of the Declaration.

NOW, THEREFORE, the undersigned officers of the Association, and all Lot Owners who have executed this Declaration, hereby declare that all of the Property described herein and in Exhibit "A" and Exhibit "C" shall be held, sold and conveyed subject to this Declaration, which is for the purpose of enhancing and protecting the desirability and attractiveness of, and which shall run with, the Property, and be binding on all parties having any right, title or interest in the Property or any part thereof, and shall, subject to all limitations herein provided, inure to the benefit of each Owner of any portion of the Property, his heirs, grantees, distributees, successors, successors-in-title and assigns and to the benefit of the Association:

Return to: Weissman, Nowack, Curry & Wilco, P.C.
One Alliance Center
3500 Lenox Road, 4th Floor
Atlanta, Georgia 30326 (MEM)

STATE OF GEORGIA
COUNTY OF COBB

Instructions to Clerk: Cross-Reference to Deed
Books set forth below; Index each signatory in Grantor Index; Index
Casteel Heights Homeowners Association, Inc.
in Grantor and Grantee Indexes

The Common Property (Exhibit "C") and all Lots are located in
Land Lots 57, 58, 91, 92, 131 and 132
19th District, 2nd Section, Cobb County, Georgia

<p style="text-align: center;">DECLARATION OF PROTECTIVE COVENANTS AND PERMANENT MEMBERSHIP FOR CASTEEL HEIGHTS</p>
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WEISSMAN, NOWACK, CURRY, & WILCO, P.C.
Attorneys
Marilyn M. Ratzel, Esq.

One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, Georgia 30326
(404) 926-4500
www.wncwlaw.com

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MAY BE USED ONLY IN CONNECTION WITH THE OPERATION OF THE CASTEEL HEIGHTS HOMEOWNERS
ASSOCIATION, INC.

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DECLARATION OF PROTECTIVE COVENANTS AND PERMANENT
MEMBERSHIP FOR CASTEEL HEIGHTS

1. **NAME.**

The name of the Property is Casteel Heights, which Property is a residential property owners development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq.

2. **DEFINITIONS.**

Generally, terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Act or the Georgia Nonprofit Corporation Code. Unless the context otherwise requires, certain terms used in this Declaration shall be defined as set forth in Exhibit "B" attached hereto and incorporated herein by this reference.

3. **LOCATION, PROPERTY DESCRIPTION, AND PLATS.**

The Property subject to this Declaration and the Act is located in Land Lots 57, 58, 91, 92, 131 and 132 of the 19th District, 2nd Section, Cobb County, Georgia, being more particularly described in the signatory portion of this Declaration and in Exhibits "A" and "C" attached to this Declaration, which exhibits are specifically incorporated herein by this reference. For purposes of property description and submission of the Owner Lots set forth herein only, the Casteel Heights Subdivision Plats are incorporated herein by reference as fully as if the same were set forth in their entirety herein.

4. **ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.**

(a) **Effective Date.** This Declaration shall not be effective, until and unless this Declaration and the signature pages attached hereto have been recorded in the Cobb County, Georgia land records. The initial Enrollment Period shall be from March 1, 2007 through April 30, 2007. Any reduction in membership after the recording of this Declaration, for any reason whatsoever, shall not affect the validity of this Declaration. Submission of portions of the Additional Property, may be accomplished by the recording of a consent form at any time and from time to time subsequent to the recording of this Declaration, subject to the terms of this Declaration, provided, the Board shall have the discretion to accept such additional consent forms, if at all, on such terms and form as they determine in their discretion and such consent forms shall be valid only if executed by at least one officer of the Association and recorded by the Association. A sample consent form (which may be varied by the Association) is attached hereto as Exhibit "D" and incorporated herein by this reference.

(b) **Membership.** Each Person who is the record owner of a fee or undivided fee interest in any Lot, and whose Lot is submitted to membership in the Association by execution hereof or by a consent form (as set forth above) recorded in the Cobb County, Georgia land records, shall be a Member of the Association and shall be entitled to vote as set forth herein and in the Bylaws of the Association. Membership shall be appurtenant to and may not be separated from ownership of any such Member Lot.

(c) **General Provisions.** Persons who reside with Member(s) or are tenants of the Member have the same privileges to use the Common Property of the Association as the Member and shall be subject to all restrictions governing the Common Property.

The definition of Member is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate an Owner's Membership. There shall be no more than one (1) membership per Lot owned. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Any rights and privileges of membership, including the right to vote and to hold office, may be exercised by Members or their spouses, but in no event shall more than one (1) vote be cast or office held for each such Member Lot owned.

(d) **Voting.** Members shall be entitled to one (1) equal vote for each Member Lot owned. When more than one (1) Person holds an ownership interest in any such Member Lot, the vote for such Member Lot shall be exercised as those Owners determine among themselves and advise the Secretary prior to any meeting. In the absence of such advice, the Member Lot's vote shall be suspended in the event more than one (1) Person seeks to exercise it.

(e) **Annual Users.** Annual use passes for the Common Property, including the recreational facilities thereon, may be offered in the discretion of the Board to persons who 1) own a Lot with Casteel Heights but who choose not to become a permanent member of the Association; 2) own a lot within Casteel Heights III; 3) own a lot within Shearer's Farm; or 4) do not own a lot within Casteel Heights, Casteel Heights III of Shearer's Farm ("Non-Owner Recreational Members", or "NORMS"); the number of NORMS being issued to be determined by the Board of Directors. Annual use passes shall be contingent upon payment of a dues and or initiation fees in an amount established by the Board. The Board may set different dues or initiation fees for each category of non-member users. Annual use passes may be regulated, limited or discontinued by the Board in its discretion. Holders of annual use passes are not Members and shall not be entitled to vote on any matter. If the holder of a annual use pass shall fail to pay a annual use due by the date owed, the Board may revoke and/or suspend such person's use of the Common Property without notice.

5. **ASSOCIATION RIGHTS AND RESTRICTIONS.**

The Association, acting through its Board of Directors, shall have the right and authority, in addition to and not in limitation of all other rights it may have:

(a) to make and to enforce reasonable rules and regulations governing the use of the Common Property in accordance with this Declaration and the Bylaws;

(b) to enforce the provisions of this Declaration, the Bylaws and any rules and regulations provisions concerning the Common Property by imposing reasonable fines consistent with Georgia law, by using self-help and suspending use and voting privileges and services paid for as a Common Expense, as provided herein and in Section 44-3-223 of the Act and by any other legal or equitable means. This Declaration shall not be limited by Casteel Heights Subdivision Plats or previously recorded declarations. Any fines imposed shall be considered an assessment against the Member Lot. In case of any conflict between this Declaration and the Casteel Heights Subdivision Plats or previously recorded Declarations, this Declaration shall control;

(c) to control, manage, operate, maintain, replace and, in the Board's discretion, improve all portions of the Common Property owned by the Association and/or for which the Association is assigned maintenance responsibility under this Declaration;

(d) to determine, in its discretion, the terms of use of the Common Property;

(e) to grant permits, licenses, utility easements, and other easements, permits, public rights-of-way or licenses necessary for the proper maintenance or operation of the Common Property under, through, or over the Common Property, as may be reasonably necessary to or desirable for the ongoing development and operation of the Common Property;

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

(g) to represent the Members in dealing with governmental entities as to the Common Property and other matters, including zoning and land use disputes;

(h) to acquire, hold and dispose of tangible and intangible personal property and real property; and

(i) the Board of Directors shall have the power to assess special assessments pursuant to this Paragraph, and in accordance with Paragraph 6 hereinbelow and to Section 44-3-225(a) of the Act as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Paragraph shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to do so in the future.

6. **ASSESSMENTS.**

(a) **General.** The Association shall have the power to levy assessments or dues against all Members as provided herein and in the Bylaws. The assessments for Common Expenses provided for herein shall be used for the general purposes of maintaining, repairing, replacing, insuring, managing, operating and, in the Board's discretion, improving the Common Property, enforcing this Declaration, paying for utility services serving the Common Property, maintaining a reserve fund for future Common Property maintenance, repairs or improvements, and promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Members and Occupants of Member Lots in the Property, as may be more specifically authorized from time to time by the Board. Except as otherwise provided herein, each Member Lot is hereby allocated equal liability for Common Expenses with each Member Lot, which need not be equal with that of other membership categories.

(b) **Creation of the Lien and Personal Obligation For Assessments.** Each Member, by execution hereof or by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments (dues) or charges; (ii) special assessments, such assessments to be established and collected as hereinafter provided; and (iii) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred, in the maximum amount permitted under the Act, shall be a charge on such Member Lot and shall be a continuing lien upon the Member Lot against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Member Lot at the time when the assessment fell due. Each Owner of a Member Lot and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance.

The lien provided for herein shall have priority as set forth in the Act. The sale or transfer of any Member Lot pursuant to foreclosure of a first Mortgage shall extinguish the lien for assessments as to payments coming due prior to such sale or transfer. No sale or transfer shall relieve such Member Lot from liability for any assessments thereafter coming due or from the lien thereof.

(c) **Delinquent Assessments as to all Members.** All assessments or dues and related charges not paid on or before the due date established by the Board shall be delinquent, and the Member shall be in default.

(i) If the annual assessments or any part or installment thereof is not paid in full within thirty (30) days of the due date, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid may be imposed without further notice or warning to the delinquent Member, and interest at the highest rate permitted under the Act shall accrue from the due date.

(ii) The Association, acting through the Board, may suspend the Member's right to use the Common Property if amounts remain unpaid for more than thirty (30) days, and institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, and the Act, if the amounts remain unpaid for more than sixty (60) days.

(iii) If part payment of assessments and related charges is made, the amount received shall be applied first to costs and attorneys fees, as applicable, and then, in order, to late charges, interest, delinquent assessments, and current assessments.

(iv) No Member may exempt himself or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever.

(d) **Maximum Assessments; Computation of Operating Budget and Assessment.** The annual assessment shall be established pursuant to a budget created and adopted by the Board, covering the estimated costs of maintaining and operating the Common Property and otherwise operating the Property during the coming year. The budget and notice of assessment shall be sent or delivered to each Member at least thirty (30) days prior to the due date of the annual assessment. The budget shall include amounts to cover anticipated Common Expenses of

operating, maintaining, repairing, improving and managing all of the Common Property, including insurance, legal, accounting and other professional fees, landscaping costs, and a reserve or capital contribution related to maintenance, repair, improvement and operation of the Common Property. Notwithstanding the foregoing, the Board of Directors may not increase the annual assessment more than five (5%) above the previous year's assessment without first obtaining the approval of fifty-one (51%) percent of the total eligible Association vote. The budget and the assessment shall become effective unless disapproved at a duly called Association meeting by a vote of a majority of the total Association membership.

If the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then, until a budget is determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. However, the Board may propose a new or adjusted budget at any time during the year by causing the proposed budget and assessment to be delivered to the members at least thirty (30) days prior to the proposed effective date thereof. Unless a special meeting is requested by the members, as provided in the Bylaws for special meetings, the new or adjusted budget and assessment shall take effect without a meeting of the members.

The budget shall not operate as a limitation on expenditures by the Board, but, rather, the budget is merely an estimate of Common Expenses on which the Board may base the annual assessments.

(e) **Special Assessments.** Notwithstanding anything in Paragraph 6(d) to the contrary, in addition to the annual assessment provided for above, the Board may at any time levy a special assessment for any purpose against all Members, notice of which shall be sent to such members; provided, however, prior to becoming effective, any special assessment first shall be approved by the affirmative vote of at least two-thirds (2/3) of eligible Members present or represented by proxy at a duly called meeting, notice of which shall specify that purpose, and/or by ballot or consent specifying that purpose.

(f) **Capital Budget and Reserve Contribution.** As part of the annual budget and assessment, the Board may fix and establish an annual reserve or capital contribution, in an amount sufficient to permit meeting the projected capital and future needs of the Association.

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

(h) **Initiation/Capital Fund Fee.** Subsequent to the initial Enrollment Period ending on April 30, 2007, the Board may require a non-refundable initiation/capital fund fee in order to become a Member, which fee shall be one half of the annual Member dues as calculated at the time the fee is paid. The Board shall have the right (subject to such restrictions as the Board may require), but not the obligation, to provide for variations in the initiation fee for financial hardship and/or inability of the Association to contact an Owner during the Enrollment Period.

7. **ARCHITECTURAL CONTROLS.**

(a) **Architectural Standards.** Except as otherwise provided herein, no Owner, Occupant, or any other person may, without first obtaining written approval of the Architectural Control Committee ("ACC"):

- (i) make any encroachment onto the Common Property,
- (ii) construct any dwelling or other improvement on a Lot,
- (iii) make any exterior change, alteration or construction on a Lot (including changes in paint color or stain; provided, however, that repainting in a shade of white, tan or brown shall not be considered a change in paint

color within the meaning hereof, regrading or significant landscaping modifications), or any alteration of the Lot which affects the exterior appearance of the Lot, or

(iv) erect, place or post any object, sign (except one professionally lettered sign no greater than 24" x 36" in size), outdoor pool, Jacuzzi or other water feature, if such object, sign, outdoor pool, Jacuzzi or other water feature is visible from the street. Any such object, signs, outdoor pool, Jacuzzi or other water feature that is placed in the backyard of a home out of sight from the street shall be generally approved; provided, however, an application must still be submitted therefor.

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

Applications for approval of any such architectural modification shall be in writing and shall provide such information as the ACC may reasonably require. Except as may otherwise be determined by the Board, the ACC or its designated representative shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations. The Association, acting through the Board, shall be entitled to stop any construction which is not in conformance with approved plans. The Board or the ACC may publish written architectural standards for exterior and Common Property alterations or additions, and any request in substantial compliance therewith shall be approved; provided, however, each such requested change shall be in harmony with the external design of the existing buildings and Lots and the location in relation to surrounding structures and topography of the vicinity.

This includes a description of the appearance the exterior will have by describing the materials to be used including color. Each case is evaluated on its own merits. As general guidelines, all exterior modifications must be generally compatible with the exterior design of the residence and the general appearance of the neighborhood. All exterior-finishing materials must be compatible with the existing residence and the general neighborhood. The Board must also approve changes in paint color and other color changes to each dwelling. Changes in roof material and color must also be approved. As a matter of course, colors and color schemes presently existing in Casteel Heights will be customarily approved. The repainting or re-roofing of a dwelling in the same color does not require the written approval of the ACC.

The ACC or the Board, subject to this subparagraph (a), may allow such encroachments on the Common Property as it deems acceptable.

(b) Required Action by Board or ACC. If the Board or ACC fails to approve or to disapprove such application within forty-five (45) days after the application and all information as the Board or ACC may reasonably require have been submitted, then the Owner submitting the application may issue written notice, by certified mail, to the Association president, informing of the Owner's intent to proceed with the modification as identified in the application, unless the Association issues a written disapproval of the application within ten (10) days of receipt of the Owner's notice. If the Board fails to issue such written disapproval within that ten (10) day period, then its approval will not be required and this subparagraph will be deemed complied with as to the items specifically identified in the application; provided, however, even if the requirements of this subparagraph are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Declaration, Bylaws or Association rules, or of any applicable zoning or other laws.

(c) Architectural Control Committee. The Architectural Control Committee shall constitute a standing committee of the Association. The ACC shall consist of the Board unless the Board delegates to other Persons the authority to serve on the ACC. At all times, however, the chairperson of the ACC shall be a Board member. The ACC shall have the authority to select and employ professional consultants to assist it in discharging its duties, the cost of such consultants to be paid by the Owner of any Lot for which plans and specifications have been submitted for approval. The Owner of any such Lot shall be responsible for paying the full costs of each review, whether or not submitted plans and specifications are approved by the ACC, and the ACC may require payment of all such costs prior to approval of plans and specifications. The ACC also may charge reasonable fees to cover the cost of review or

inspections performed hereunder, and any such fees shall be published in the design standards.

(d) **Appeal.** If the ACC or its designated representative disapproves any application or part thereof, an Owner shall have the right to appeal the ACC's decision to the Board of Directors. The Board shall rule on the appeal within forty-five (45) days of receiving written notice requesting an appeal from the Owner. In ruling on the appeal, the Board shall consider all relevant materials presented to it by either the Owner or the ACC, the decision of the ACC, and the application of the Owner to the ACC. The Board of Directors shall have the final authority to approve, disapprove, or conditionally approve or disapprove the application of the Owner. If the Board does not receive written notice from the Owner by certified mail requesting an appeal within fourteen (14) days from the date of the ACC's notice to the Owner of its decision, the decision of the ACC shall become final and all rights of appeal shall terminate and thereafter be void.

(e) **Limitation of Liability.** Review and approval of any application pursuant to this Paragraph may be made on any basis, including solely the basis of aesthetic considerations, and neither the Board nor the ACC shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. Neither the Association, the Board, the ACC, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner, design or quality of approved construction or modifications to any Lot, nor may any action be brought against the Association, the Board, the ACC, or any member thereof, for any such injury, damage or loss.

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

(g) **Enforcement.** Any construction, alteration or other work done in violation of this Paragraph, the Declaration, the Bylaws, the design standards or any applicable zoning regulations shall be deemed to be nonconforming. Upon written request from the Board, a violating Owner shall, at his or her own cost and expense, remove such nonconforming construction, alteration or other work and restore the property to substantially the same condition as existed prior to such construction, alteration or work. Should the Owner fail to do so, the Board or its designees shall have the right, in addition to all other available remedies, to enter the property, remove the violation and restore the property, or obtain a court order compelling the violating Owner to do so. All costs thereof, including reasonable attorney's fees, may be assessed against such Lot.

In addition to the above, the Board shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Paragraph and its decisions or those of the ACC. All costs of any such action, including reasonable attorney's fees, may be assessed against such Lot. Furthermore, the Board shall have the authority to record in the Cobb County land records notices of violation of the provisions of this Paragraph.

If any Owner or Occupant makes any exterior change, alteration, or construction upon the Common Property in violation of this Paragraph, he or she does so at his or her sole risk and expense. The Board may require that the change, alteration or construction remains on the Common Property without reimbursement to the Owner or Occupant for any expense he or she may have incurred in making the change, alteration or construction.

(h) **Commencement and Completion of Construction.** All improvements approved by the ACC hereunder must be commenced within one year from the date of approval. If not commenced within such time, then such approval shall be deemed revoked by the ACC, unless the ACC gives a written extension for commencing the work. Additionally, except with written ACC approval otherwise, and except for delays caused by strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the control of the Owner, all work approved by the ACC hereunder shall be completed within ninety (90) days of commencement.

8. USE RESTRICTIONS.

Each Owner of a Lot shall be responsible for ensuring that the Owner's family, guests, tenants and Occupants comply with all provisions of this Declaration, the Bylaws and the rules and regulations of the Association. Furthermore, each Owner and Occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Owner's family, guests, tenants or Occupants, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or Occupants. Also, all Persons entitled to enforce any covenants, conditions or restrictions, including, but not limited to those use restrictions which existed prior to the recording of this Declaration, shall be entitled to continue to do so.

Use restrictions regarding use of Lots and the Common Property are as follows and also as may be adopted by the Board in accordance with the terms hereof and as specified in the Bylaws.

(a) **Use of Common Property.** There shall be no obstruction of the Common Property, nor shall anything be kept, parked or stored on any part of the Common Property without prior written Board consent, except as specifically provided herein or in the Association's rules and regulations.

With prior written Board approval, and subject to any restrictions imposed by the Board, a Member may reserve portions of the Common Property for use for a period of time as set by the Board. Restrictions may differ based on the classification of membership. Any such Member or Members who reserve a portion of the Common Property hereunder assume, on behalf of himself/herself/themselves and his/her/their guests, occupants and family, all risks associated with the use of the Common Property and all liability for any damage or injury to any person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees.

Each Member transfers and assigns to any lessee who has exclusive use of the Member's home, for the term of the lease, any and all rights and privileges that the Member has to use the Common Property, including, but not limited to, the use of any and all Recreational Facilities.

(b) **Prohibition of Damage, Nuisance and Noise.** Without prior written Board consent, nothing shall be done or kept on the Property or any part thereof which would increase the rate of insurance on the Property or any Lot or part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Common Expenses.

Noxious, destructive, offensive or unsanitary activity shall not be carried on upon the Property. No Owner or Occupant may use or allow the use of the Lot or any portion of the Property at any time, in any way, which may endanger the health or property of other Occupants, unreasonably annoy, disturb or cause embarrassment or discomfort to other Owners or Occupants, or, in the Board's discretion, constitute a nuisance. The intention of this provision is to grant the Association and aggrieved Owners and Occupants a right of redress for actions, activities or conduct which unreasonably disturbs or impairs the peaceful and safe enjoyment of the Property. In this regard, specific unauthorized and unreasonable annoyances or disturbances shall include, but not be limited to, the following:

- (i) Any fighting, raucous behavior or insobriety at the Property, if such conduct can be heard in the normal course of activities from within a dwelling on any other Lot;
- (ii) The use of any equipment or device, mechanical or otherwise, which creates or produces excessively loud sounds or any vibrations, if such sounds can be heard or vibrations felt in the normal course of activities from within a dwelling on any other Lot;
- (iii) Any threatening or intimidating conduct towards any resident, guest or pet at the Property;
- (iv) Any conduct which, in the Board's reasonable discretion, creates any danger or risk of injury to others or damage to property at the Property, or which creates any threat to health or safety of any other resident or pet at the Property;

- (v) Any conduct which creates any noxious odor, if such odor can be detected in the normal course of activities on any other Lot;
- (vi) Any similar action or activity on the Property which unreasonably interferes with the peaceful use and enjoyment of other Lots or the Common Property by any other Owner, members of his or her family, guests, invitees, or Occupants of his or her Lot; or
- (vii) Any construction or similar activities on a Lot, between the hours of 9:00 p.m. and 7:30 a.m., which can be heard from within a dwelling on any other Lot.

However, nothing herein shall be construed to affect the rights of an aggrieved Owner or Occupant to proceed individually against a violator hereof for relief from interference with his or her property or personal rights, and the Board may, in its discretion, require aggrieved individuals to seek redress personally for interference with their personal property rights before the Association intervenes and commences enforcement action hereunder. No claim for any loss, damage or otherwise shall exist by an aggrieved Owner or Occupant against the Association for failure to enforce the provisions hereof if the aggrieved Owner or Occupant has not personally pursued all available remedies against the violator for redress provided under Georgia law.

No Lot Owner or Occupant may use or allow the use of the Lot or the Common Property in any manner which creates noises between the hours of 11:00 p.m. and 7:30 a.m. which can be heard by persons in another Lot that will, in the Board's sole discretion, unreasonably interfere with the rights, comfort or convenience of any other Owner, members of his or her family, guests, invitees, or Occupants of his or her Lot.

No Owner, Occupant or agent of such Owner or Occupant shall do any work which, in the Board's reasonable opinion, would jeopardize the soundness or safety of the Property or any structure thereon, would reduce the value thereof, or would impair any easement or other interest in the Property, without prior written consent of all Association members and their Mortgagees.

No damage to or waste of the Common Property, or any part thereof, shall be permitted by any Owner or any Occupant, guest or invitee of any Owner. Each Owner and Occupant shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any such damage or waste caused by such Owner or Occupant, or the Owner's or Occupant's guest or invitee.

(c) Use of Lots.

(i) **Residential Use.** Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot, except that the Owner or Occupant residing in a dwelling on a Lot may conduct such ancillary business activities within the dwelling so long as:

(1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the dwelling;

(2) the business activity does not involve visitation of the dwelling by employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a residential dwelling without business activity;

(3) the business activity conforms to all zoning requirements for the Property;

(4) the business activity does not increase traffic in the Property in excess of what would normally be expected for residential dwellings in the Property without business activity (other than by deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services);

(5) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage;

(6) the business activity is consistent with the residential character of the Property and does not

constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as determined in Board's discretion; and

(7) the business activity does not result in a materially greater use of Common Property facilities or Association services.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the use of a Lot by an on-site management company operating on behalf of the Association shall not be considered a trade or business within the meaning of this subparagraph.

(d) Subdivision of Lots and Outbuildings. No Lot may be subdivided into a smaller Lot and no structure of a temporary character, trailer, tent, shack, carport, garage, barn or other outbuilding shall be erected or used by any Owner or Occupant on any portion of the Property, at any time, either temporarily or permanently, except with written Board approval.

(e) Firearms and Fireworks. The display or discharge of firearms or fireworks on the Common Property is prohibited; provided, however, that the display of lawful firearms on the Common Property is permitted by law enforcement officers and also is permitted for the limited purpose of transporting the firearms across the Common Property to or from the Owner's Lot. The term "firearms" includes pellet guns, and other firearms of all types, regardless of size. The term "fireworks" shall include those items as listed in O.C.G.A. Section 25-10-1, as amended.

(f) Pets. No Owner or Occupant may keep any pets other than a reasonable number of generally recognized household pets on any portion of the Property, as determined by Cobb County Animal Control Ordinances.

No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose. Pets may not be left unattended outdoors unless confined by a physical fence or an "invisible" electrical fence. Dogs must be under the physical control of a responsible person at all times while outdoors in unfenced areas. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Property without prior written Board approval as provided in Paragraph 10 hereof. Feces left by pets upon the Common Property must be removed promptly by the owner of the pet or the person responsible for the pet.

Any pet which endangers the health of any Owner or Occupant of any Lot or which creates a nuisance or unreasonable disturbance, as may be determined in the Board's sole discretion, must be permanently removed from the Property upon seven (7) days' written notice by the Board. If the Owner or Occupant fails to comply with such notice, the Board may remove the pet and/or obtain a court order requiring the Owner or Occupant to do so. Any pet which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any member of the community may be removed by the Board without prior notice to the pet's owner.

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

(g) Parking. Vehicles only may be parked in garages, driveways on Lots, designated parking spaces, or other areas authorized in writing by the Board. Vehicles may not be parked on any grass or landscaped areas on Lots.

Disabled and stored vehicles are prohibited from being parked on the Property, except in garages. For purposes of this subparagraph, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains on the Property, other than in a garage, for fourteen (14) consecutive days or longer without prior written Board permission.

Boats, trailers, trucks with a load capacity of one (1) ton or more, full-size vans (excluding mini-vans or utility vehicles used as passenger vehicles), recreational vehicles (RV's and motor homes) are also prohibited from being parked on the Property, except in garages, paved driveway, or in the rear of a dwelling out of sight from the street. Vehicles used primarily for commercial purposes and containing visible evidence of commercial use (such as tool boxes or tool racks), and vehicles with commercial writings on their exteriors shall be allowed to be parked in a garage, paved driveway or in the rear of a dwelling out of sight from the street on a regular basis if such commercial vehicle is used in the Lot Owner's daily work activities. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the Common Property during normal business hours for the purpose of serving any Lot or the Common Property; provided, that, without the written consent of the Board, no such vehicle shall be authorized to remain on the Common Property overnight or for any purpose except serving a Lot or the Common Property.

If any vehicle is parked on any portion of the Property in violation of this subparagraph or in violation of the Association's rules and regulations, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of a person to contact regarding the alleged violation. A notice also shall be conspicuously placed at the Property stating the name and telephone number of the person or entity which will do the towing and/or booting hereunder. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed or booted in accordance with the notice, without further notice to the vehicle owner or user.

If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or Occupant's Lot or dwelling, is obstructing the flow of traffic, is parked on any grassy area, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately. If a vehicle is towed or booted in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing or booting activity. The Association's right to tow or boot is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

(h) Abandoned Personal Property. Personal property, other than an automobile as provided for in subparagraph (h) of this Paragraph, is prohibited from being stored, kept, or allowed to remain for a period of more than twenty-four (24) hours upon any portion of the Common Property without prior written Board permission. If the Board determines that a violation exists, then, not less than two (2) days after written notice is placed on the personal property and/or on the front door of the property owner's dwelling, if known, the Board may remove and either discard or store the personal property in a location which the Board may determine. The notice shall include the name and telephone number of the person or entity which will remove the property and the name and telephone number of a person to contact regarding the alleged violation.

The Board, in its discretion, may determine that an emergency situation exists and may exercise its removal rights hereunder without prior notice to the property owner; provided, however, in such case, the Board shall give the property owner, if known, notice of the removal of the property and the location of the property within three (3) days after the property is removed.

Neither the Association nor any officer or agent thereof shall be liable to any person for any claim of damage resulting from the removal activity in accordance herewith. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder.

(i) Signs. Except as may be required by legal proceedings, no signs, advertising posters or billboards of any kind shall be erected, placed, or permitted to remain on the Property without the prior written consent of the Board or its designee, except that two (2) professional security signs not to exceed six (6") inches by six (6") inches each in size may be displayed from within a dwelling on a Lot and one (1) professionally lettered "For Rent" or "For Sale" sign not to exceed two (2') feet by two (2') feet in size may be displayed from within a dwelling on a Lot being offered for sale or for lease. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association. The Board also shall have the authority to adopt regulations permitting temporary signs on Lots announcing open houses, births, birthdays or other events for limited periods of time.

(j) **Rubbish, Trash, and Garbage.** All rubbish, trash, and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Property, temporarily or otherwise, except as provided herein. Rubbish, trash, and garbage shall be disposed of in appropriate sealed bags and placed in proper receptacles for collection. The Board may establish regulations regarding placement of trashcans for pick-up.

(k) **Unightly or Unkempt Conditions.** The pursuit of hobbies or other activities, including, but not limited to the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property, except within a dwelling. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the dwelling. Only appropriate outdoor items, such as neatly stacked firewood, patio furniture, grills, and similar items may be kept outside of a dwelling.

(l) **Clotheslines.** Outdoor clotheslines shall only be erected in the back yards of Lots and may not be erected or placed in a location visible from the street.

(m) **Fences.** All fences must be approved in writing by the Association's Architectural Control Committee in accordance with Paragraph 7 of this Declaration. All fences erected as of the Effective Date of this Declaration shall be approved and allowed to remain; provided, however, that such fences must be kept in good repair and condition in accordance with Paragraph 10 hereof.

(n) **Building Restrictions.** Any exterior alterations, changes or construction must be approved in writing by the Architectural Control Committee in accordance with this Declaration.

9. LEASING AND SALE OR TRANSFER OF LOTS.

The Board shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Declaration and Amended and Restated Bylaws, in order to enforce the provisions of this Paragraph.

(a) **Definition.** "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner; provided, however, for purposes of this Declaration, leasing shall not include exclusive occupancy by the child or parent of an Owner. For purposes hereof, occupancy by a roommate of an Owner who occupies the Lot as such Owner's primary residence shall not constitute leasing hereunder. If an Owner is a corporation, limited liability company, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, manager or member of such limited liability company, partner of such partnership, beneficiary or other designated agent of such trust, or agent of such other legal entity shall be deemed an Owner of such Unit for purposes of this Paragraph. Such person's designation as an Owner of such Unit pursuant to this Paragraph shall terminate automatically upon the termination of such person's relationship with the entity holding record title of the Unit.

(b) **Leasing Provisions.** Leasing of Lots shall be governed by the following provisions:

(i) **General.** Lots may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. All leases shall be in writing and shall be submitted to the Board within seven (7) days of being signed by the Owner and the lessee. There shall be no subleasing of Lots or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval. Within seven (7) days after vacating a Lot, the Lot Owner shall provide the Board with a forwarding address and phone number. The Lot Owner must provide the lessee copies of the Declaration, Amended and Restated Bylaws, and the rules and regulations.

(ii) **Compliance With Declaration, Amended and Restated Bylaws, and Rules and Regulations, Use of Common Property, and Liability for Assessments.** Any lease of a Lot shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner and each lessee, by occupancy of a Lot, covenants and agrees that any lease of a Lot shall contain the following language and agrees that if such

language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant on the Lot:

(1) **Compliance With Declaration, Amended and Restated Bylaws, and Rules and Regulations.** The lessee shall comply with all provisions of the Declaration, Amended and Restated Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Lot in order to ensure compliance with the foregoing. The Owner shall cause all Occupants of his or her Lot to comply with the Declaration, Amended and Restated Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Lot are fully liable and may be sanctioned for any violation of the Declaration, Amended and Restated Bylaws, and rules and regulations adopted pursuant thereto. If the lessee, or a person living with the lessee, violates the Declaration, Amended and Restated Bylaws, or a rule or regulation for which a fine is imposed, such fine may be assessed against the lessee and/or the Owner. If a fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Lot. Any lessee charged with a violation of the Declaration, Amended and Restated Bylaws, or Association rules and regulations is entitled to the same procedure to which an Owner is entitled prior to the imposition of a fine or other sanction.

Any violation of the Declaration, Amended and Restated Bylaws, or rules and regulations adopted pursuant thereto by the lessee, any Occupant, or any person living with the lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Amended and Restated Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof, or to require the Owner to do so. If the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be specifically assessed against the Lot and the Owner thereof, such being deemed hereby as an expense which benefits the leased Lot and the Owner thereof.

(2) **Use of Common Property.** The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property, including, but not limited to, the use of any and all recreational facilities.

(3) **Liability for Assessments.** When a Lot Owner who is leasing his or her Lot fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under Paragraph 6 herein as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including for assessments, for which he/she would otherwise be responsible.

(c) **Applicability of this Paragraph.** Leases existing on the Effective Date hereof shall not be subject to the terms of subparagraph (b) above. However, any assignment, extension, renewal, or modification of any lease agreement, including, but not limited to, changes in the terms or duration of occupancy, shall be considered a termination of the old lease and commencement of a new lease which must comply with this Paragraph. Any Owner of a Lot which is leased on the date this Declaration is recorded in the Cobb County land records shall place on file with the Board of Directors a copy of the lease agreement in effect within thirty (30) days of the date on which this Declaration is recorded in the Cobb County, Georgia land records.

This Paragraph shall not apply to any leasing transaction entered into by 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.

(d) **Sale or Transfer of Lot.** Within seven days of vacating a Lot after the transfer or sale of the Lot to a new Owner, the former Owner shall contact the Board with a forwarding address and phone number.

10. **MAINTENANCE.**

(a) **Association's Responsibility.** The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement subject to any insurance then in effect, of all landscaping grass areas, paving and other improvements situated on the Common Property. The Association shall also maintain and keep in good repair all water and sewer pipes or facilities which serve the Common Property, to the extent that such pipes and facilities are not maintained by public, private, or municipal utility companies.

The foregoing maintenance shall be performed consistent with the Community-Wide Standard. The Association shall have the right, but not the obligation, to maintain public rights of way adjacent to the Property and other property not owned by the Association if the Board determines that such maintenance would benefit the Property.

(b) **Owner's Responsibility.** Each Owner shall maintain and keep his or her Lot and dwelling in good repair, condition and order. In addition, each Owner shall maintain any public right of way located between the Owner's Lot and the curb of the street(s) bordering such Lot. Such maintenance shall be performed consistent with this Declaration and the Community-Wide Standard established pursuant hereto. Each Owner shall perform his or her responsibility hereunder in such manner so as not to unreasonably disturb other Lot Owners.

The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Lot, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Property or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to the Owner of any Lot or such Owner's Occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Property. The Association shall not be liable to any Owner, or any Owner's Occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Paragraph where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

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

Unless the Board determines that an emergency exists, the Owner shall have thirty (30) days within which to complete maintenance or repair. If the maintenance or repair is not capable of completion within such time period, the Association may allow additional time for the completion of such maintenance or repairs so long as the Owner provides a reasonable explanation of the delay to the Association in writing. If the Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as herein provided; then the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be an assessment and lien against the Owner and the Lot. If, during the course of performing its maintenance responsibilities hereunder, the Association discovers that maintenance, repair or replacement is required of an item which is the Owner's responsibility, and such maintenance, repair or replacement must be performed for the Association to properly complete its maintenance project, then the Association may

perform such work on behalf of the Owner and at the Owner's expense, without prior notice to the Owner, such being deemed an emergency situation hereunder.

If the Board determines that the need for maintenance or repair is on the Common Property and is caused through the willful or negligent act of any Owner or Occupant or their family, guests, lessees, or invitees, then the Association may assess the cost of any such maintenance, repair, or replacement against the Owner's or Occupant's Lot, which shall become a lien against the Lot and shall be collected as provided herein for the collection of assessments.

(d) **Maintenance Standards and Interpretation.** The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary from one term of the Board to another term of the Board. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this Paragraph. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board. The Association shall maintain, keep in good repair and, in the Board's discretion, improve the Common Property. This maintenance shall include, without limitation, maintenance, repair and replacement, subject to any insurance then in effect, of all structures, landscaping, grass areas, paving and other improvements situated on the Common Property. The Association shall have the right, but not the obligation, to maintain other property not owned by the Association where the Board has determined that such maintenance would benefit all Owners.

11. **INSURANCE.**

(a) The Association's Board or its duly authorized agent shall have the authority to and, if reasonably available, shall obtain insurance for all insurable improvements on the Common Property. This insurance shall include fire and extended coverage, including coverage for vandalism and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

(b) The Board shall obtain a public liability policy applicable to the Common Property covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents in their capacities as such, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million (\$1,000,000.00) Dollars.

(c) Premiums for all insurance obtained by the Association shall be a Common Expense of the Association. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

(d) All such insurance coverage obtained by the Board shall be written in the name of the Association, as trustee, for the benefit of the Association and its members.

(e) The Board, in its reasonable discretion, also may maintain as a Common Expense a fidelity bond or similar coverage on directors, officers, employees or other Persons handling or responsible for the Association's funds, in an amount determined in the Board's business judgment.

12. **REPAIR AND RECONSTRUCTION.**

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

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

(b) **Source and Allocation of Proceeds.** If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, a special assessment shall be made against all of the Members without the necessity of a vote of the Members or compliance with Paragraph 7 above. If after repair and reconstruction is completed there is a surplus of funds, such funds shall be common funds of the Association to be used as directed by the Board.

(c) **Plans and Specifications.** Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Common Property was originally constructed, except where changes are necessary to comply with current applicable building codes.

(d) **Construction Fund.** The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against Members on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Paragraph to be disbursed by the Association in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Board.

13. **MORTGAGEE'S RIGHTS**

(a) **Mortgagee Approval of Actions.** Unless at least two-thirds (2/3) of either the holders of first Mortgages on Member Lots or the Member Lot Owners give their consent, the Association shall not:

- (i) by act or omission seek to abandon or terminate the Association;
- (ii) change the pro rata interest or obligations of any individual Member Lot for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards;
- (iii) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Property (the granting of utility or public easements or rights-of-way shall not be deemed a transfer within the meaning of this provision); or
- (iv) use hazard insurance proceeds for losses to any portion of the Common Property for other than the repair, replacement, or reconstruction of such portion of the Common Property.

(b) **Mortgagee Assessments Upon Foreclosure of Member Lot.** Where the Mortgagee holding a first Mortgage of record on a Member Lot or other purchaser of a Member Lot obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Lot which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all Members, including such acquirer, its successors and assigns. Additionally, such acquirer shall be responsible for all charges accruing subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passed.

(c) **Mortgagee Notices.** Upon written request to the Association, identifying the name and address of the holder and the Lot number or address, any Eligible Mortgage Holder of a Member Lot will be entitled to timely written notice of:

- (i) any condemnation loss or any casualty loss which affects a material portion of the Common Property or any Lot on which there is a first Mortgage held by such Eligible Mortgage Holder;
- (ii) any delinquency in the payment of assessments or charges owed by an Owner of a Member Lot subject to a first Mortgage held by such Eligible Mortgage Holder which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Lot Owner of any other obligation under the Declaration or Bylaws which is not cured within sixty (60) days;

(iii) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or

(iv) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders, as specified herein.

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

14. **ENFORCEMENT.**

(a) **Authority and Enforcement.** The Common Property shall be used only for those uses and purposes set out in this Declaration. Copies of all such rules and regulations shall be furnished to all Members and Occupants of Member Lots. Any rule or regulation may be repealed by the affirmative vote or written consent of a Majority of the total Association vote at an annual or special meeting of the membership.

Every Member and Occupant, shall comply with the Declaration, Bylaws and rules and regulations of the Association, and any lack of compliance shall entitle the Association and, in an appropriate case, one or more aggrieved Member Lot Owners, to take action to enforce the terms of the Declaration, Bylaws or rules and regulations through any legal or equitable remedy.

The Board shall have the power to impose reasonable fines against Members, which shall constitute a lien upon the Member Lot, and to suspend a Member's right to vote or to use the Common Property for violation of any duty imposed under this Declaration, the Bylaws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Member Lot. If any Occupant violates the Declaration, Bylaws or Association rules and a fine is imposed, the fine may be imposed against the Member and/or Occupant. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

(b) **Additional Enforcement Rights.** Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Declaration, the Bylaws, or the rules and regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth in the Bylaws.

The Association or its duly authorized agent shall have the power to enter upon any portion of the Property and Common Property to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the Bylaws, or the rules and regulations. All costs of self-help or of otherwise enforcing the Declaration, Bylaws or Association rules, including reasonable attorney's fees, shall be assessed against the violating Member.

Each Member shall be responsible for ensuring that the Member's family, guests, tenants and occupants comply with all provisions of this Declaration, the Bylaws and the rules and regulations of the Association. In addition to any rights the Association may have against the Member's family, guests, tenants or occupants, the Association may take action under this Declaration against the Member as if the Member committed the violation in conjunction with the Member's family, guests, tenants or Occupants.

15. **EASEMENTS.**

Every Member shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to his or her Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any portion of the Common Property, to limit the number of guests of Members and tenants who may use the Common Property,

and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by a Member, his or her family, tenants, guests, and invitees;

(b) the right of the Association to suspend the voting rights of any Member and the right of a Member to use any portion of the Common Property for any period during which any assessment against his or her Lot which is provided for herein remains unpaid and for a reasonable period of time for an infraction of the Declaration, Bylaws, or rules and regulations;

(c) the right of the Association to borrow money as may be set forth in the Bylaws;

(d) the right of the Association to grant permits, licenses or easements across the Common Property, as authorized in this Declaration or the Bylaws; and

(e) the right of the Association to dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the members of the Association.

Any Member may delegate his or her right of use and enjoyment in and to the Common Property and facilities located thereon to the members of his or her family, his or her tenants and guests; provided such guests may not be residents of Casteel Heights who are not Members. Each Member shall be deemed to have made a delegation of all such rights to the Occupants of his or her Lot, if leased.

16. GENERAL PROVISIONS.

(a) Security. The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety on the Property; however, each Member, for himself or herself and his or her Occupants, tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security on the Property or elsewhere. It shall be the responsibility of each Member to protect his or her person and property and all responsibility to provide security shall lie solely with each Member and/or Occupant. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

(b) Submission of Common Property. The Common Property owned by the Association shall be deemed submitted to this Declaration pursuant to execution of this Declaration by the Association.

(c) Indemnification. The Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

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

(e) Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

(f) **Dispute Resolution.** All Members must give written notice to the Board requesting a hearing with the Board and attend such hearing to discuss amicable resolution of any dispute and submit the dispute to formal mediation before the Member files any lawsuit against the Association, the Board, any officer or director, or the property manager of the Association. The Member shall, in such notice and at the hearing and the mediation session, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Member's grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the person requesting the hearing. The Board shall schedule this hearing for a date not less than seven (7) and no more than twenty-one (21) days from the date of receipt of the notice of hearing from the person requesting the hearing. If mediation is required, the mediation shall be conducted in accordance with the Mediation Rules of the Superior Court of Cobb County and the parties shall share the costs equally.

17. AMENDMENTS.

Except where a higher vote is required for action under any other provisions of this Declaration, in which case such higher vote shall be necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of Members of the Association holding sixty-six and two-thirds (66 2/3%) percent of the total eligible vote thereof. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Cobb County, Georgia land records.

In addition to the above, amendments to this Declaration which materially affect the rights of Eligible Mortgage Holders must be approved by Eligible Mortgage Holders who represent at least fifty-one (51%) percent of the votes of Member Lots that are subject to Mortgages held by Eligible Mortgage Holders. Notwithstanding the above, the approval of any proposed amendment by an Eligible Mortgage Holder shall be deemed implied and consented to if the Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within thirty (30) days after the Eligible Mortgage Holder receives notice of the proposed amendment sent by certified or registered mail, return receipt requested.

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

Any action to challenge the validity of an amendment adopted under this Paragraph must be brought within one (1) year of the effective date of such amendment. No action to challenge such amendment may be brought after such time. The preambles to this Declaration are incorporated herein by this reference.

18. SEVERABILITY.

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

19. DURATION.

The covenants and restrictions of this Declaration shall run with and bind the Property perpetually to the extent provided in the Act.

20. BYLAWS AND ARTICLES OF INCORPORATION.

Each Person who executes this Declaration also agrees and consents to the Amended and Restated Bylaws for Casteel Heights Homeowners Association, Inc. ("Bylaws")

21 **PREPARER.**

This Declaration was prepared by Marilyn M. Ratzel, Esq., Weissman, Nowack, Curry & Wilco, P.C., 3500 Lenox Road, 4th Floor, Atlanta, Georgia 30326; (404) 926-4614; Email: marilynratzel@wncwlaw.com.

IN WITNESS WHEREOF, the Board of Directors and undersigned Owners of Lots as set forth below have approved recording of this Declaration of Protective Covenants and Permanent Membership for Casteel Heights and the signature pages to follow:

CASTEEL HEIGHTS HOMEOWNERS ASSOCIATION, INC.

By: _____
President

Attest: _____
Secretary

[CORPORATE SEAL]

Signed, sealed, and delivered this
____ day of _____, 200 ____.

Witness

Notary Public
My Commission Expires:

[NOTARY SEAL]

[Additional signatory to Declaration]

The undersigned owner(s) is/are the record owner and holder of title in fee simple to a Lot within Casteel Heights in Cobb County, Georgia, located at the address described below, and more particularly shown as Lot _____, Unit _____ as located in Land Lot(s) _____, of the _____th District, _____ Section, Cobb County, Georgia records and as shown on the plat of survey for Casteel Heights recorded in Plat Book _____, Page _____, Cobb County, Georgia records such plat being incorporated herein by this reference. Owner(s) also consent to passage of the Amended and Restated Bylaws of the Casteel Heights Homeowners Association, Inc.

Signed, sealed and delivered

this _____ day of _____,
20____.

Witness

Notary Public
[NOTARY SEAL]

Signature of Owner

Print or Type Full Name of Owner

Street Address

Signed, sealed and delivered

this _____ day of _____,
20____.

Witness

Notary Public
[NOTARY SEAL]

Signature of Co-Owner, if any

Print or Type Full Name of Co-Owner

EXHIBIT "B"

DEFINITIONS.

- (a) Act means the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq., as may be amended.
- (b) Additional Property means all lots shown on the Casteel Heights Subdivision Plats which have not submitted to the terms and provisions of this Declaration at the time of initial recording of this Declaration, but which shall, upon execution of a consent in accordance with terms of this Declaration, become a portion of the Property.
- (c) Annual Assessment means the dues levied by the Association to the Members each year in accordance with Paragraph 6 hereof.
- (d) Architectural Control Committee or ACC means the committee established to exercise the architectural review powers set forth in Paragraph 7 hereof.
- (e) Articles or Articles of Incorporation mean the Articles of Incorporation of the Casteel Heights Homeowners Association, Inc., filed with the Secretary of State of the State of Georgia, as amended.
- (f) Assessments mean the charges or dues levied by the Association to the Members as set forth in Paragraph 6 hereof.
- (g) Association means Casteel Heights Homeowners Association, Inc., a Georgia nonprofit corporation, its successors or assigns.
- (h) Association Legal Instruments means this Declaration and all exhibits hereto and the Casteel Heights Subdivision Plats, all as may be supplemented or amended.
- (i) Board or Board of Directors means the elected body responsible for management and operation of the Association.
- (j) Bylaws mean the Amended and Restated Bylaws of Casteel Heights Homeowners Association, Inc.
- (k) Common Expenses mean the expenses anticipated or actually incurred by the Association in maintaining, repairing, replacing, and operating the Common Property and otherwise for the benefit of all Member Lots.
- (l) Common Property means all property owned, maintained or operated by the Association for the common benefit of the Members, including, but not limited to, parking areas, shrubbery and landscaping.
- (m) Community-Wide Standard means the standard of conduct, maintenance, or other activity generally prevailing in the Property. Such standard may be more specifically determined by the Board and the ACC.
- (n) Casteel Heights means all lots shown on the Casteel Heights Subdivision Plats.
- (o) Effective Date means the date as is further defined in Paragraph 4 hereof.
- (p) Electronic Record means information created, transmitted, received, or stored by electronic means and retrievable in human perceivable form.
- (q) Electronic Signature means a signature created, transmitted received, or stored by electronic means and includes but is not limited to a secure electronic signature.
- (r) Eligible Mortgage Holder means a holder of a first mortgage secured by a Member Lot who has requested, in writing, notice of certain items as set forth herein.

(s) Enrollment Period means the time during which owners may submit their Lots to the terms of this Declaration without payment of an initiation fee pursuant to Paragraph 4 hereof.

(t) Lot means a portion of the Property or the Additional Property intended for ownership and use as a single-family dwelling site as permitted in this Declaration and as shown on the plats for the Property or the Additional Property, or amendments or supplements thereto, recorded in the Cobb County, Georgia land records.

(u) Majority means those eligible votes, Owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total eligible number.

(v) Member each means a Lot Owner whose Lot has been either subjected to Membership in the Association by execution hereof or by written consent recorded in the Cobb County, Georgia land records, as provided herein, and which Lot therefore is a portion of the Property and, if any, Nonresident Members.

(w) Member Lot means a Lot subjected pursuant to this Declaration to Membership in the Association.

(x) Mortgage means any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation, including, but not limited to, a transfer or conveyance of fee title for such purpose.

(y) Mortgagee or Mortgage Holder means the holder of any Mortgage.

(z) Occupant means any Person occupying all or any portion of a dwelling or other property located within the Property for any period of time, regardless of whether such Person is a tenant or the Owner of such property.

(aa) Officer means an individual who is elected by the Board to serve as President, Vice President, Secretary, or Treasurer, or such other subordinate officers as the Board may determine necessary.

(bb) Owner means the record titleholder of a Lot within the Casteel Heights, but shall not include a Mortgage Holder of the Lot.

(cc) Person means any individual, corporation, firm, association, partnership, trust, or other legal entity.

(dd) Property means that real estate which is submitted to the Act and the provisions of this Declaration at the time of recording of this Declaration, being the Member Lots as submitted to this Declaration and the Property as described in Exhibit "C" attached hereto and incorporated herein by reference, and any portion of the Additional Property as later submitted. The Property includes the Common Property. The Property is a residential property owners development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, et seq., as may be amended.

(ee) Special Assessments mean the amounts levied by the Association against in the Members in accordance with Paragraph 6(e) hereof.

EXHIBIT "C"

Description of Common Property

The Common Property is the land described as follows:

EXHIBIT "D"

STATE OF GEORGIA
COUNTY OF COBB

Index in Grantor Index Owner's Name(s): _____

Index in Grantor and Grantee Index Also Under:
Casteel Heights Homeowners Association, Inc.

Cross Reference to Owner's Deed: Deed Book _____
Page _____

Cross Reference to Casteel Heights Declaration: Deed Book _____
Page _____
Plat Book _____
Page _____

**CONSENT FORM TO THE DECLARATION OF PROTECTIVE COVENANTS AND PERMANENT MEMBERSHIP
FOR CASTEEL HEIGHTS AND OWNER SUBMISSION TO MEMBERSHIP IN
CASTEEL HEIGHTS HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the undersigned owner(s) (hereinafter referred to as "Owner") is the record owner and holder of title in fee simple to a Lot within Casteel Heights in Cobb County, Georgia, located at the address described below, and more particularly shown as Lot ____, Unit ____, as located in Land Lot(s) _____, __ District, __ Section, as shown on the plat of survey for Casteel Heights recorded in Plat Book ____, Page ____, Cobb County, Georgia records (hereinafter "Owner's Property") such plat being incorporated herein by this reference; and

WHEREAS, Owner desires to submit and/or convert Owner's Property to the Declaration of Protective Covenants and Permanent Membership for Casteel Heights as recorded at Deed Book ____, Page ____ et seq. ("Declaration") as a Permanent Member of the Association, as defined in the Declaration in the category shown below;

NOW, THEREFORE, Owner does hereby consent, on behalf of Owner, Owner's successors, successors-in-title, heirs, and assigns, that from and after the date of this Consent, Owner's Property shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, covenants, and restrictions contained in the Declaration, as a Member of the Association, all of which shall run with the title to Owner's Property and shall be binding upon all persons having any right, title, or interest in Owner's Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Owner understands and acknowledges that, by submitting Owner's Property to Membership (as defined in the Declaration) in the Association, Owner is hereby subjecting Owner's Property to mandatory assessments in favor of the Association, with lien rights afforded therefor, in accordance with the Declaration.

Owner does further consent to the submission of the Common Property (as defined in the Declaration) to the Declaration.

Signed, sealed and delivered
this ____ day of _____, 20__

Signature of Owner

Print or Type Full Name of Owner(s)

Witness

Signature of Co-Owner

Notary Public
[NOTARY SEAL]

Street Address

THIS PORTION TO BE COMPLETED BY ASSOCIATION UPON RETURN FROM OWNERS:

*Signed, sealed, and delivered
this __ day of __, 20__*

*Approved by:
CASTEEL HEIGHTS HOMEOWNERS ASSOCIATION, INC.*

Witness

*By: _____
President*

Notary Public [NOTARY SEAL]

[CORPORATE SEAL]

[For Subsequent Additions and Conversions]