

GARY & OLSSON PROPERTIES  
35 FIRST ST.  
HOSCHTON, GA 30548

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JACKSON COUNTY, GA

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CARIE R. THOMAS

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AMENDED  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
THE VILLAGE AT HOSCHTON

GARY & OLSSON PROPERTIES, LLC  
THIRTY FIVE FIRST STREET  
HOSCHTON, GEORGIA 30548

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AMENDED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
THE VILLAGE AT HOSCHTON

THIS DECLARATION is made this 11 day of May 2007 by GARY & OLSSON PROPERTIES, LLC, a Georgia limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described on Exhibit" A " attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Declarant has previously caused to be filed a Declaration of Covenants, Conditions and Restrictions for the Village at Hoschton; and

WHEREAS, pursuant to Article X, Section 1 of that previously filed Declaration, Declarant may amend those covenants; and

WHEREAS, it is contemplated that the Property will be developed for the benefit of the owners of lands from time to time made subject to the terms of this Declaration; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values and to this end, desires to subject the Property to the covenants, conditions, restrictions, easements and liens hereinafter set forth, each of which shall be binding upon and run with the title to the Property; and

WHEREAS, to provide a means for meeting the purposes herein set forth, Declarant deems it desirable to create a nonprofit corporation to which may be delegated and assigned the powers of enforcing the covenants and restrictions.

NOW, THEREFORE, Declarant, for itself and its successors and assigns, declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration shall have the following meanings:

(a) "Articles" shall mean and refer to the Articles of Incorporation of the Association.

(b) "Association" shall mean and refer to The Village at Hoschton HOA, Inc., a Georgia nonprofit corporation, its successors and assigns.

(c) "Bylaws" shall mean and refer to the Bylaws of the Association, as originally adopted by the Board and amended from time to time pursuant to their terms.

(d) "Board" shall mean and refer to the Board of Directors of the Association.

(e) "Common Expense" shall mean and refer to the expenses of operating the Association and meeting the costs incurred relative to performance of the duties of the Association, including without limitation, the costs incurred for operation, maintenance and improvement of any Common Property, including all private roads located thereon, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles.

(f) "Common Property" shall mean and refer to all real property and any improvements, including parks and trails, located thereon, and all personal property located thereon, from time to time designated by Declarant as being intended to be devoted to the use and enjoyment of Members, maintained and operated by the Association at Common Expense.

(g) "Declarant" shall mean and refer to Gary & Olsson Properties, LLC, a Georgia limited liability company, or its successors and assigns. No successor or assignee of Declarant shall have any rights or obligations of Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment or pass by operation of law.

(h) "Design Standards" shall mean and refer to the architectural and environmental standards adopted from time to time by the Design Review Board pursuant to this Declaration.

(i) "Design Review Board" shall mean and refer to the board established pursuant to the terms of this Declaration to adopt and implement the Design Standards.

(j) "Development Plan" shall mean and refer to the nonbinding, master plan included as Exhibit "B" and may be amended from time to time.

(k) "Member" shall mean and refer to each Owner who is a member of the Association as provided in this Declaration.

(l) "Owner" shall mean and refer to the record holder, other than the Association, whether one or more persons or entities, of fee simple title to each Parcel included from time to time in the Property. Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceeding or by conveyance in lieu of foreclosure. Except as specifically provided to the contrary herein, every Owner shall be treated for all purposes as a single Owner for each Parcel owned, whether or not such ownership is joint, in common or tenancy by the entirety. Wherever used herein "Owner" shall include Declarant unless otherwise expressly provided.

(m) "Parcel" shall mean and refer to each portion of the Property (with the exception of the Common Property and any and all property now or hereafter located within the right-of-way of any public street or road) under separate ownership, subjected to this Declaration.

(n) "Property" shall mean and refer to the real property described on Exhibit A attached to this Declaration.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property Subject to Declaration. The Property shall be held and

transferred subject to this Declaration.

Section 2. Declarant Consent Required for Amendment. This Article II may not be amended without Declarant's written consent.

## ARTICLE III

### POWERS AND DUTIES OF AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Association. The Association shall be charged with the duties and vested with the powers prescribed by law and set forth in the Articles, the Bylaws and this Declaration. Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The Board shall conduct the affairs of the Association in accordance with this Declaration, the Articles and the Bylaws. Anything in this Declaration to the contrary notwithstanding, until such time as the Declarant has conveyed to purchasers not affiliated with Declarant all of the Property, or at such earlier date as shall be selected by Declarant, Declarant shall be entitled to designate all members of the Board.

Section 2. Membership. Every Owner shall be a Member of the Association. There shall be only one(1) membership per Lot. If a Lot is owned by more than one (1) Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 3.2 (d) and in the By-Laws. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, member, manager, partner or trustee of such Owner, or by any individual designated from time to time by the Owner in a written instrument provided to the secretary of the Association.

Section 3. Voting Rights. The Association shall have two (2) classes of membership, Class "A" and Class "B".

- (a) Class "A" Members shall be all Owners except the Class "B" Member, if any. Class "A" Members shall have one (1) equal vote for each Lot in which they hold the interest required for membership under Section 3.1; provided however, there shall be only one (1) vote per Lot and no vote shall be exercised for any property which is exempt from assessment. All Class "A" votes shall be cast as provided in Section 3.2 (d) below.
- (b) Class "B". The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve, or withhold approval of, actions proposed under this Declaration, the By-Laws and the Articles, are specified in the relevant sections of this Declaration, the By-Laws and the Articles. The Class "B" Member may appoint a Majority of the members of the Board of Directors during the Class "B" Control Period which shall continue until the first to occur of the following:
  - (i) When one hundred percent (100%) of the total number of Lots permitted by the Master Plan for the property described on Exhibits "A" and "B" have certificates of occupancy issued thereon and have been conveyed to Persons other than Builders;
  - (ii) December 31, 2020; or
  - (iii) When, in its discretion, the Class "B" Member so determines and voluntarily relinquishes such right.

After termination of the Class "B" Control Period, the Class "B" Member shall have a right to disapprove actions of the Board and committees as provided in the By-Laws. The Class "B" membership shall terminate upon the earlier of:

- (i) two (2) years after expiration of the Class "B" Control Period; or
- (ii) when, in its discretion, the Declarant so determines and declares in a recorded instrument.

Upon termination of the Class "B" membership, the Declarant shall be a Class "A" Member entitled to Class "A" votes for each Lot which it owns.

© Additional Classes of Membership. The Declarant may, by Supplemental Declaration, create additional classes of membership for the owners of Lots within any Additional Property made subject to this Declaration, with such rights, privileges and obligations as may be specified in such Supplemental Declaration, in recognition of the different character and intended use of the property subject to such Supplemental Declaration.

(d) Exercise of Voting Rights by Class "A" Members. If there is more than one (1) Owner of a Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and advise the secretary of the Association in writing prior to the vote being taken. Absent such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it. No vote shall be exercised on behalf of any Lot if any assessment for such Lot is delinquent.

Section 4. Multiple Ownership. Each vote in the Association must be cast as a single vote. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Parcel, it shall thereafter be conclusively presumed for all purposes that he was or they were acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes are cast for a particular Parcel, none of said votes shall be counted.

Section 5. Duties, Powers and Authority of the Association. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Georgia, subject to such limitations upon the exercise of such powers as set forth in the Articles, the Bylaws, or this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, assigned, required or permitted to be done by this Declaration, the Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of Owners and for the maintenance, administration and improvement of the Property.

## ARTICLE IV

### PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Member's Easements of Enjoyment. Subject to the provisions of this Declaration, the Association, Declarant (until such time as Declarant has conveyed out to an unaffiliated purchaser title to all of the Property) and every Member shall have a non-exclusive right, license, privilege and easement of use and enjoyment in and to the Common Property and such rights shall be appurtenant to and shall pass with the title to every Parcel. Said rights shall include, but not be limited to, the following

- a) Right-of-way for ingress and egress in, through, over, under and across the streets, roads and walks in the Common Property;
- (b) Rights and easements of drainage across storm water drainage and retention structures and areas, and to connect with, maintain and make use of utility lines, wires, pipes, conduits and cable television lines which may from time to time be in or along the streets and roads or other areas of the Common Property; and
- (c) Rights to use the Common Property for any purpose consistent with this Declaration, the Bylaws and rules and regulations of the Association, and applicable governmental regulations.

Section 2. Title to Common Property. Declarant may retain title to all or any portion of the Common Property until such time as it has completed improvements thereon and until such time as the Association is able to maintain the same. Declarant may convey certain items of the Common Property and retain others. Declarant shall convey to the Association all completed Common Property no later than at such time as Declarant has conveyed to owners other than Declarant or any affiliate of Declarant fee simple title to one hundred percent (100%) of the Parcels. The conveyance of the Common Property to the Association shall be deemed to contain the following covenant which shall run with the land and shall be binding upon the Association, its successors and assigns, for so long as such property shall remain subject to this Declaration: In order to preserve and enhance the Property values and amenities of the properties, the Common Property and all landscaping, drainage and other improvements now or hereafter built or installed thereon shall at all times be maintained in good repair and condition.

Section 3. Extent of Members' Easements. The rights and non-exclusive easements of use and enjoyment created hereby shall be subject to the following:

- (a) The Association, subject to the rights of Declarant and Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Property and all improvements thereon.
- (b) The right of Declarant without Owner or Association approval prior to conveyance of title to the Association, and the right of the Association thereafter, to grant or dedicate to a governmental agency or a utility, and to reserve, easements and rights-of-way, in, through, under, over and across the Common Property for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, telephone, electricity, and other utilities, and for the completion of the development. No improvement or material may be placed upon any such easement as may damage or interfere with the installation and maintenance of utilities or that may change the direction, or affect the flow, of drainage.
- (c) The easements and rights of Declarant reserved and granted by this Declaration.
- (d) The right of the Association to grant nonexclusive, permanent rights of use and enjoyment in the Common Property to the owners and occupants of lands and improvements not located within the Property in exchange for services, payments or other consideration.

Section 4. Easement Reserved to Declarant Over Common Property. Declarant hereby reserves to itself and its successors and assigns, such licenses, rights, privileges and easements in, through, over, upon and under all Common Property, including, but not limited to, (1) the right to use the Property for rights-of-way and easements to erect, install, maintain, inspect and use telephone poles, wires, cables, conduits, sewers, water mains, pipes, telephone and electrical equipment, gas, cable television, drainage facilities, ditches or lines, or other utilities or services necessary or convenient for the completion, marketing, and use and enjoyment of the Property, (2) the right to cut any trees,

bushes or shrubbery or take any other similar action reasonably necessary to provide utility installation and to maintain reasonable standards of health, convenience, safety and appearance, (3) the right and easement of ingress and egress for purposes of development, construction and marketing, and (4) such other rights as may be reasonably necessary to complete the development of the Property; provided, however, that said reservation and right shall not be considered an obligation of Declarant to provide or maintain any such utility, development, or service. Declarant also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage and other utility lines which may from time to time be in or along the streets and roads, or within the Common Property. The easements and rights-of-way herein reserved shall continue in existence in favor of Declarant after conveyance of Common Property to the Association until such time as Declarant has sold all land in the Property. This Section 4 of Article IV may not be amended without the written consent of Declarant.

Section 5. Beneficiaries of Easements, Rights and Privileges. The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of the Association, Declarant and Owners, all as set forth elsewhere in this Declaration. Any Owner or Declarant may also grant the benefit of such easement, license, right or privilege to tenants, guests and invitees for the duration of their tenancies or visits, but the same are not intended nor shall they be construed as creating any rights in or for the benefit of the general public.

Section 6. Easement for Encroachments. In the event that any portion of any roadway, walkway, parking area, driveway, water lines, sewer lines, utility lines, sprinkler system, building or any other structure or improvement as originally constructed encroaches on any Parcel, it shall be deemed that Owner of such Parcel or the Association, as the case may be, has granted a perpetual easement to Owner of the adjoining Parcel or the Association, as the case may be, for the continuing maintenance and use of such encroaching improvement or structure. The foregoing shall also apply to any replacements of any such improvements or structures if same are construed in substantial conformity with the original structure or improvement.

## ARTICLE V

### INSURANCE AND CASUALTY LOSSES

The Board shall have the authority to obtain insurance for insurable improvements on The Common Property against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief, and to obtain public liability policies covering the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members or agents, and, if obtainable, directors' and officers' liability insurance, and to obtain any and all other types of insurance coverages with respect to such risks or persons as shall be deemed necessary or appropriate by the Board. Any insurance obtained shall include such coverages, contain such deductibles provisions and be in such limits determined by the Board. The Association shall also have the discretion to self-insure against any risk. Premiums for insurance shall be a Common Expense if for the benefit of the Association, its officers or directors, the entire membership as a group, or relate to the Common Property.

All insurance obtained by the Board shall be written in the name of the Association, as Trustee, for the respective benefitted parties. Authority to adjust losses under policies in force on the Common Property and obtained by the Association shall be vested in the Board; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations related thereto.

## ARTICLE VI

## COVENANT FOR MAINTENANCE ASSESSMENTS

### Section 1. Creation of the Lien: Obligation of Assessments.

(a) Lien. Each Owner by acceptance of a deed to any Parcel included in the Property, whether or not it shall be so expressed in any such deed or other conveyance, hereby does covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments, and (3) individual assessments, such assessments to be fixed, established and assessed to the Members as hereinafter provided. The assessments, together with interest thereon, late charges and costs of collection thereof, including court costs and reasonable attorneys' fees, shall be a charge and a continuing lien upon the Parcel against which each such assessment is made from the date on which each such assessment is due. Each such assessment, together with interest, late charges, costs and attorneys' fees, as herein provided, shall also be the personal obligation of the person who was the Owner of such Parcel at the time when the assessment fell due.

(b) Exempt Property. All Common Property subject to this Declaration shall be exempted from the assessments, charges and liens created herein. Declarant, so long as Declarant is the Class B Member of the Association, shall not have the obligation to pay either annual or special assessments.

Except as set forth in this subsection, no land or improvements in the Property shall be exempt from assessments, charges or liens. No Owner may avoid the obligation for the payment of assessments by virtue of non-use or abandonment of the Common Property.

Section 2. Purpose of Assessments. The assessments levied by the Association may be used for the purpose of promoting the recreation, health, safety, and welfare of the lands and Owners in the Property, for the performance by the Association of its duties and the exercise of the powers conferred upon it, for the improvement and maintenance of properties, services and facilities which have been or will be constructed, installed or furnished upon, and which are devoted to the purpose and related to the use and enjoyment of, the Common Property including, without limitation, the following:

- (a) Payment of operating expenses of the Association;
- (b) Lighting, improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of project identification signs, directional markers and traffic control devices, and the costs of controlling and regulating traffic on the access ways;
- (c) To pay all real and personal property taxes and assessments (if any) separately levied upon or assessed against the Association or the Common Property;
- (d) Management, maintenance, improvement and beautification of the Common Property;
- (e) Repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Property, and in furnishing services to or for the Members of the Association;
- (f) Repair and maintenance of all streets and roadways situated upon the Common Property, which have not been dedicated to any governmental unit;
- (g) Funding of appropriate reserves for future repair and replacement; (h) Garbage collection and trash removal; and

(i) Doing any thing necessary or desirable to keep the Property neat and Attractive or to preserve or enhance the value thereof, or to eliminate hazards, or which may benefit owners or occupants of the Property.

### Section 3. Determination of Annual Assessments.

(a) Operating Budget. The Board shall, by majority vote, at least forty-five (45) days prior to the end of the Association's fiscal year, prepare and approve a budget covering the estimated costs of operating the Association during the coming year.

(b) Capital Budget. The Board shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required annual capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing. The annual capital contribution required shall be fixed by the Board and included within the annual operating budget and assessments. A copy of the capital budget shall be distributed to each Member as an appendix to the Operating Budget.

(c) Adoption of Budget. The Board shall cause a copy of the Operating Budget and the projected assessments to be levied for the following year, broken down according to type of Parcel, to be delivered to each Member at least twenty-one (21) days prior to the end of the Association's fiscal year. In the event the Board shall fail to propose a budget, then and until such time as anew, acceptable budget shall have been determined, the budget in effect for the preceding year shall continue for the succeeding year.

(d) Allocation of Assessments Among Parcels. The assessment applicable to any Parcel shall be the total assessments due from the Owners of all Parcels multiplied by a fraction, the numerator of which shall be the number one (1), and the denominator of which shall be the total number of Parcels.

### Section 4. Special Assessments.

(a) Special Assessments. In addition to the annual assessments established pursuant to Article VI Section 3 hereof, the Board may levy at any time a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the

Common Property, for the purpose of covering any insufficiency of assessments to fund the actual monetary needs of the Association over and above the budgeted annual assessments, or for any other use or purpose deemed desirable or appropriate by the Board. Special assessments are collectible as set forth below.

(b) Individual Assessment. The Association may levy an individual Assessment upon any Owner to cover the costs incurred by the Association due to that Owner's failure to maintain its Parcel pursuant to the standards set forth in this Declaration, or to reimburse the Association for any damage to the Common Property caused by any Owner or its lessee or invitee, or for any other purpose permitted by this Declaration. Individual assessments are due fifteen (15) days after receipt of the billing therefore and are collectible as set forth in Article VI Section 7 below.

Section 5. Date of Commencement of Assessments: Initial Annual Assessment: Due ~. The annual assessments provided for herein as to the Property shall commence on the first day of the first full calendar month following the recordation of this Declaration.

Annual assessments shall be due, in advance, on or before the commencement of the year for which imposed; provided, however, the Board shall have the discretion to collect assessments in installments over the year for which they are imposed at such payment intervals as it shall determine. In the event of such deferred payments, the Board shall also be permitted to charge a uniform rate of interest upon the amounts from time to time remaining unpaid at any rate deemed appropriate by the Board; provided, however, such Rate shall not exceed the statutory usury limit then existing. The Board may accelerate the unpaid balance of any assessment upon default in the payment of any installment thereon.

The amount of the annual assessment to be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Article VI Section 3 hereof as the remaining number of months in that year bears to twelve.

Section 6. Certificate of Payment. Upon request, the Association shall furnish to any Owner liable for assessments a certificate in writing signed by an officer of the Association setting forth whether said assessments have been paid.

Section 7. Effect of Non-Payment of Assessment. If any assessment is not paid when due, such assessment shall become delinquent and the delinquent assessment, together with interest thereon and/or late charges imposed by the Board at its discretion, and the cost of collection thereof and interest thereon shall be secured by a continuing lien on the Parcel and improvements located thereon with respect to the ownership of which the assessment accrued, which shall bind such Parcel and improvements and the then Owner, its heirs, successors, personal representatives and assigns. Such lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority, and except as to the lien of any institutional first mortgage, as hereinafter provided. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title (except as a lien upon the affected Parcel) unless expressly assumed by them, but no such assumption shall relieve any Owner personally obligated hereby for delinquent assessments from such Owner's personal liability therefore.

If the assessment or installment thereon is not paid within thirty (30) days after the due date, then the same shall bear interest from the date due at the highest rate allowed by Georgia law or at such lesser rate as may be determined by the Board. The Association

may bring an action at law for collection against the Owner personally obligated to pay the same and/or to foreclose the lien against the Parcel and improvements thereon in the same manner as foreclosure of a mortgage, and there shall be added to the amount of such assessment the aforesaid interest, late charges, if any, costs of collection and court costs, and attorneys' fees, including court costs and attorney's fees upon appeal. Costs of collection shall be recoverable whether or not suit be brought.

If it becomes necessary for the Association to file a claim of lien against any Parcel, a lien fee in an amount set by the Board may be charged. Such lien fee shall be added to the unpaid assessment, and shall be secured by the lien hereby created.

Section 8. Subordination of the Lien to Certain Mortgages. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any Parcel and held by a commercial or savings bank, savings and loan association, trust company, credit union, industrial loan association, insurance company, pension fund, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by

such lender, or any private or governmental institution or agency which has insured the loan of any such lender, or any combination of any of the foregoing entities; provided, however, that a sale or transfer of any property pursuant to a decree of foreclosure, or pursuant to any proceeding in lieu of foreclosure, shall not relieve such property from liability for any assessments which thereafter become due, nor from the lien of any subsequent assessment. Said assessment liens, however, shall be subordinate to the lien of any such mortgage or mortgages thereafter placed upon the Property.

Section 9. Adjustment or Abatement of Assessments. The Board is authorized to enter into agreements with or to grant concessions to any Owner or group of Owners, whereby said party may perform anyone or more of the functions, duties or prerogatives of the Association and to receive in exchange therefore a reduction on any assessments or any other obligations to the Association which otherwise would be payable by said party or its members.

Section 10. Association Agreements for Use of Common Property. The Board shall have the authority to grant to the owners and occupants of land not subject to this Declaration non-exclusive rights of use in and to the Common Property and improvements thereon in consideration of services, payments, or both, or any other consideration passing - to or for the benefit of the Association in such amounts and upon such terms as acceptable to the Board in its discretion. The services therein referred to may include but are not limited to the performance of one or more duties, functions or prerogatives of the Association such as, but not limited to, maintenance.

Section 11. Fines Levied For Noncompliance With Covenants. The Board shall have the authority to levy fines for homeowners who refuse to comply with the covenants of the development. The Board shall provide the offending homeowner with a written request defining the specific item of noncompliance and the homeowner shall have thirty (30) days to comply. Upon expiration of the thirty (30) day notice period the Board shall notify the offending homeowner of the continual noncompliance and shall have the authority to impose a fine consistent with the level of noncompliance. This provision does not prevent the Board from placing a lien on the homeowners property for nonpayment of dues and the lien process may also be available to collect the fines imposed upon homeowners for the items identified in writing that are in noncompliance with the covenants.

## ARTICLE VII

### ARCHITECTURAL CONTROL

Section 1. Architectural Control. All lands and improvements in the Property are subject to architectural and environmental review. This review shall be in accordance with this Article and the Design Standards described below. No site work, landscaping, utilities extension, drainage improvements, paving, parking areas, building, fence, wall, sign, billboard, change or alteration to the exterior of any existing structures, improvements, or to any existing landscaping, shall be commenced, erected or maintained, nor shall a building permit be obtained therefore, until the plans and specifications showing the nature, size, workmanship, design, signs, shape, finished grade elevation, height, materials and color of the same, together with a detailed landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, shall have been submitted to and approved in writing by the Design Review Board as to consistency with the Development Plan and the Design Standards, harmony of exterior design and materials, location in relation to surrounding structures, and appropriateness of drainage features and topography.

The Design Review Board shall promulgate and revise from time to time the Design Standards. The Design Standards shall be made available to all Members and prospective Members of the Association. The Design

Standards may include any and all matters considered appropriate by the Design Review Board not inconsistent with the provisions of this Declaration.

Whenever the Design Review Board adopts different, additional or revised Design Standards, a copy thereof shall be attached to a Certificate executed and acknowledged by not less than a majority of the members of the Design Review Board

Which certifies that the different, additional or revised Design Standards attached thereto

Have been duly adopted. The different, additional or revised Design Standards shall become effective as to all matters requiring Design Review Board approval from and after the date

Of recording of the aforementioned Certificate in the public records of Jackson County, Georgia. Adoption of different, additional or revised Design Standards shall not require amendment of this Declaration.

So long as Declarant owns any Property, Declarant shall be entitled to appoint all members of the Design Review Board. Thereafter, the membership of the Design Review Board shall be determined by the Board. The Design Review Board shall consist of no less than three (3) members, none of whom shall be required to be Owners or occupants of the Property. Declarant may at any time assign in writing its powers of removal or appointment to any entity or person, subject to such terms Declarant may choose to impose. Nothing herein contained shall be deemed to limit the right of an Owner to finish or alter the interior of that Owner's improvements as that Owner deems appropriate or desirable. The concurrence of a majority of the members of the Design Review Board shall be required for any decision of the Design Review Board.

The conclusion of the Design Review Board shall be binding. If in its opinion, for any reason, including purely aesthetic reasons, the Design Review Board should determine that a proposed improvement or alteration is not consistent with the Design Standards, such alteration or improvement shall not be made.

Section 2. Approval or Disapproval. Unless waived in writing by the Design Review Board, all plans and specifications and plot plans shall be prepared by an architect or engineer, said person to be employed at the expense of Owner making the application.

All plan submittals to the Design Review Board shall be accompanied by sets of plans and specifications and plot plans drawn in accordance with the requirements of the Design Standards. All responses of the Design Review Board shall be in writing and shall be accompanied by sets of the plans and specifications and plot plans previously submitted by Owner. Approval of the plans and specifications may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by virtue of the reasonable dissatisfaction of the Design Review Board with the location of the structure on the Parcel, the elevation, the color scheme, the finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the landscaping, or because of its reasonable dissatisfaction with any or all other matters which, in the reasonable judgment of the Design Review Board, will render the proposed item of improvement out of keeping with the Design Standards. Owner shall obtain a written receipt for all plans and specifications and plot plans submitted to the Design Review Board from an authorized agent of the Design Review Board. Plans and re-submittals thereof shall be approved or disapproved within thirty (30) days after receipt by the Design Review Board. Failure of the Design Review Board to respond to a submittal or re-submittal of plans within such period shall be deemed to be an approval of the plans as submitted or re-submitted. Whenever the Design Review Board disapproves plans and specifications, the disapproval shall be accompanied by a written outline of the reasons for such disapproval. The granting of a variance shall not affect in any way Owner's obligation to comply with all governmental laws and regulations affecting the use of Owner's parcel.

Section 3. Waiver of Liability. Neither Declarant, the Design Review Board, any member of the Design Review Board, nor the Association, nor any of their representatives shall be liable in damages to anyone submitting plans for approval or to any Owner or occupant of the properties by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of

any plans, or the failure to approve any plans. Every person who submits plans for approval agrees, by submission of such plan, and every Owner or occupant of any Parcel agrees, by acquiring title thereto or an interest therein, that it will not bring any action, proceeding or suit to recover any such damages. Approval of any building plans, specifications, site or landscape plans or elevations, or any other approvals or consents pursuant hereto or otherwise is given solely to protect the aesthetics of the Property and shall not be deemed a warranty, representation or covenant that such buildings, improvements, landscaping or other action taken pursuant thereto or in reliance thereon complies with, or is not in violation of, any applicable laws, rules or regulations.

Declarant, the Design Review Board, or any agent or architect thereof, shall not be responsible in any way for any defects in any plan and specifications and plot plans submitted, revised or approved in accordance with the requirements of the Design Review Board, or for any structural or other defect in any work.

Section 4. Enforcement of Design Standards. Declarant and the Board shall have authority on behalf of the Association to enforce the Design Standards and the decisions of the Design Review Board. Should Declarant or the Association be required to enforce the provisions hereof by legal action, the attorneys' fees and costs incurred, whether or not judicial proceedings are involved, shall be collectible from Owner. Should any Owner fail to comply with the requirements hereof after thirty (30) days' written notice, Declarant and the Association shall have the right to enter upon the Owner's Parcel, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Design Standards, and charge the cost thereof to Owner. Declarant and the Association, or their agents or employees, shall not be liable to Owner or to any occupant or invitee of any Parcel for any trespass or damages or injury unless caused by its gross negligence.

Section 5. Violations: Waiver. The work approved must be performed strictly in accordance with the plans and specifications and plot plans, as submitted and approved. If after such plans and specifications have been approved, the improvements are altered, erected, or maintained upon the property otherwise than as approved by the Design Review Board, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Design Review Board having been obtained. After the expiration of one (1) year from the date of completion of any improvement, addition or alteration, said improvement shall, in favor of purchasers and encumbrances in good faith and for value be deemed to comply with all of the provisions hereof, unless a notice of such noncompliance executed by any member of the Design Review Board shall appear of record in the office of the Clerk of the Superior Court of Barrow and Jackson County, Georgia, or legal proceedings shall have been instituted to enforce compliance with these provisions. Upon approval of the Design Review Board, it shall be conclusively presumed that the location and exterior configuration of any building, structure or other improvement placed or constructed in accordance with the approved plans and specifications and plot plans does not violate the provisions of this Declaration. The approval of the Design Review Board of any plans and specifications and plot plans submitted for approval as herein specified shall not be deemed to be a waiver by the Design Review Board of any plans or specifications if or when the same features or elements are embodied in any subsequent plans of specifications submitted, nor shall its approval be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 6. Variances. The Design Review Board may authorize variances from compliance from any of the architectural provisions of this Declaration or the design Standards, including without limitation restrictions upon height, size or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may make it desirable to

do so. Such variances must be evidenced in writing and must be signed by at least two (2) members of the Design Review Board and shall be effective upon delivery to Owner. If such variances are granted, no

violation of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted.

Section 7. Term of Approval. Approval by the Design Review Board shall be effective for a period of six (6) months from the date the approval is given. If work has not commenced within said six (6) month period, the approval shall have expired and no work shall thereafter commence without written renewal of such prior approval.

## ARTICLE VII

### MAINTENANCE

Section 1. Owner's Responsibility: Default. Except for those maintenance duties imposed upon the Association, each Owner shall at all times keep and maintain the improvements located on and serving its Parcel in good and presentable condition and repair consistent with the approved plans and specifications therefore. The Association shall have the right to provide exterior maintenance upon any Parcel and improvements thereon in the Property in the event of default by any Owner in that Owner's duties hereby imposed; subject, however, to the following provisions: prior to performing any maintenance on a Parcel, the Board shall determine that same is in need of repair or maintenance and is detracting from the overall appearance of the Property. Except in the event of an emergency, prior to commencement of any work, the Board must furnish fifteen (15) days' prior written notice to Owner at the last address listed in the Association's records for said Owner notifying Owner that unless certain specified repairs or maintenance are commenced within said fifteen (15) day period and thereafter diligently pursued to completion, the Association may procure said repairs and charge same to Owner. Upon the failure of Owner to act within said period of time and to thereafter diligently pursue repairs or maintenance, the Association shall have the right to enter upon any Parcel and the exterior of any improvements located thereon, or to hire personnel to do so, to make such repairs, or maintenance specified in the written notice. The Association shall have the right to do such things as, but not limited to, paint, repair, replace and care for roofs, gutters, downspouts and exterior building surfaces, clean or resurface paved access ways and parking areas, trim and care for trees, shrubs, grass, walks, and other landscaping and drainage improvements, as well as to provide general cleanup, and removal of debris which detracts from the setting of the Property. Declarant and the Association, or their agents or employees, shall not be liable to Owner for any trespass or damages or injury to the property or person of Owner or the occupants of the affected Parcel or improvements thereon unless caused by such party's negligence.

Section 2. Assessment of Cost. The cost of the repair or maintenance shall constitute and be an individual assessment against Owner of the Parcel upon which such maintenance is done. Said individual assessment shall be secured by a lien upon the affected Parcel and shall also constitute a personal obligation of Owner. The individual assessment shall be collectible, along with interest at the highest rate allowed by law from date of expenditure to date of payment by Owner, and costs of collection and attorneys' fees, in the same manner as delinquent annual assessments.

Section 3. Access at Reasonable Cost. For the purpose of performing the repairs or maintenance authorized by this Article, the Association, through its agents or employees, shall have the right to enter upon any Parcel and the exterior of any improvements thereon during reasonable hours on any day except Sundays and holidays, except that in an emergency situation, as determined by the Board, entry may be made at any time.

Section 4. Association Maintenance Responsibility. The Association shall maintain and keep in good repair the Common Property and all improvements thereon. Said maintenance obligation shall be deemed to include, but not be limited to, maintenance, repair and replacement of improvements situated upon said

Common Property. All maintenance of each Parcel and all parts of any improvements thereon, unless specifically identified as the responsibility of the Association, shall be the responsibility of the Owner of such Parcel.

## ARTICLE IX

### RESTRICTIVE COVENANTS

The Property shall be subject to the following restrictions, which shall be binding upon each and every Owner and its heirs, personal representatives, tenants, successors and assigns;

Section 1 Landscaping. To further protect the aesthetic nature and character of the Village at Hoschton, the Owner shall be responsible for the maintenance of all grass, landscaping and other flora on the front, sides and rear of each Unit. If the Owner fails to maintain the landscaping in accordance with the community wide standard or any rules or regulations set by the Board the Association may maintain the landscaping in accordance with the provisions set forth in Article VII of this declaration and the lot shall be subject to all access and assessment provisions set forth in Article VII. This provision shall be made effective on July 1, 2007.

Section 2. Obnoxious or Offensive Activity. No obnoxious or offensive activity shall be allowed upon the Property, nor shall any use or practice be allowed which is a source of annoyance or discomfort to Owners or their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the Property, nor shall any improper, unsightly, offensive or unlawful use be made of any Parcel or any improvements thereon or of the Common Property nor any part thereof. All laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed.

The business conducted upon the Property shall be conducted in such a manner so as not to cause or produce any of the following effects: noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness; smoke; noxious, toxic or corrosive fumes or gases; obnoxious odors; unusual fire or explosive hazards; or vibration.

No hazardous substance, as defined in 42 U.S.C.A. Section 9601(14) shall be treated, deposited, stored, disposed of or used in or upon any Parcel or the improvements thereon.

No use of any Parcel shall be made which is at variance with the plans, specifications and other materials submitted to and approved by the Design Review Board.

Section 3. Rules and Regulations. Rules and regulations promulgated by the Board as to the use and enjoyment of the Property shall be observed by Owners and occupants thereof. Such rules and regulations may augment or clarify the terms of this Declaration or any provision, covenant or restriction herein contained. Copies of such rules and regulations shall be made available to each Member.

Section 4. Animals. Birds, dogs and cats may be kept as pets only, and shall not be held or bred for any commercial use. Birds, dogs and cats, which are kept as pets, shall be sheltered inside. No animal shelter shall be permitted outside. All dogs and cats must be leashed when outside. No animal shall be permitted to remain if it causes any disturbance.

Section 5. Vehicles and Repair. No inoperative cars, motorcycles, trucks or other types of vehicles shall be allowed to remain either on or adjacent to any Parcel for a continuous period in excess of forty-eight (48)

hours; provided, however this provision shall not apply to any such vehicle being kept in an enclosure and not visible from the street or any neighboring parcel.

Section 7. Temporary Structures. No building or structure of a temporary

Character, including but not limited to trailers, shall be permitted in the Property; provided, however, temporary improvements used solely in connection with the construction of approved permanent improvements shall be permitted so long as located as inconspicuously as possible and removed immediately upon completion of such construction

Section 8. Fences. All fences shall be approved by the ARC, chain link fences shall not be permitted. The ARC shall select a standard fence for all back yards and may approve fencing for the front yards consistent with the Development theme and specific home.

Section 8. Drainage Structures. No person (other than Declarant), without the prior written approval of the Design Review Board, shall obstruct, alter or in any way modify the method and/or structures of drainage utilized or now or hereafter installed by any Owner, Declarant or the Association from, on and over any Parcel or Common Property; nor shall any structure be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation.

Section 9. Subdivision. No part of the Property shall be further subdivided without the prior written consent of Declarant for so long as Declarant owns any Property, and thereafter, without the written consent of the Board.

Section 10. Completion of Construction. After commencement of construction of any improvements on a Parcel, the Owner thereof shall diligently prosecute the work thereon, to the end that the improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. The Owner of such Parcel shall at all times keep public and private streets contiguous to the Parcel free from any dirt, mud, garbage, trash or other debris which might be occasioned by construction of the improvements.

Section 11. Size. All improvements on a Parcel shall have a minimum of 1600 square feet of finished interior, heated space, exclusive of garages, porches, terraces and basements, whether or not finished.

Section 12 Satellite Disc Rules. No exterior antenna, receiving dish or similar apparatus of any kind for receiving or transmitting of radio or video signals shall be placed, allowed or maintained upon any portion of the lot in view from the street, provided, however, (a) antennas designed to receive direct broadcast satellite services, including direct-to-home satellite services or to receive or transmit fixed wireless signals via satellite, that are one meter or less in diameter; (b) antennas designed to receive video programming services via multi-point distribution services or to receive or transmit fixed wireless signals other than via satellite that are one meter or less in diameter or diagonal measurement; or (c) antennas that are designed and intended to receive television broadcast signals shall be installed in the rear of the property and shall not be exposed from the street unless such installation (i) unreasonably delays or prevents the installation, maintenance, or use of the antenna; (ii) unreasonably increases the cost of installation, maintenance, or use; or (3) precludes reception of an acceptable quality signal.

Section 13 Basketball Goals. Basketball goals shall not be visible from the street upon which the home fronts.

Section 14 Trash & Garbage Containers. All trash and garbage containers shall be stored in the garage or basement of all homes except for the day of pick up by the sanitation vendor. All containers shall be returned to their required position on the same day as pick up.

Section 15 Flag Poles. Flag pole installations must be approved by the Architectural Review Committee prior to installation and the committee shall have exclusive rights to approve or disapprove installations that are deemed objectionable to the committee.

## ARTICLE X

### ADDITIONAL RESTRICTIONS

Section 1. Owner Subject to Additional Covenants. Owner shall be subject to the Articles of Incorporation, Bylaws, Rules and Regulations, as amended from time to time, of the Village Commons at Hoschton, Inc., the same being incorporated herein by reference thereto as if fully set out herein.

Section 2. Granting of Assessment Rights. Owner grants to the Village Commons at Hoschton, Inc., the right to collect assessments of the Village Commons at Hoschton, Inc. directly from the Owner in the same manner as this Association's assessments could be collected under the terms of this Declaration.

## ARTICLE XI

### AMENDMENTS

Section 1. Amendments by Declarant. Declarant shall have the sole right to (a) amend this Declaration for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein; (b) include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to any Parcel. (c) release any Parcel from any part of the covenants and restrictions contained herein which have been violated if Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation; (d) amend this Declaration without vote or consent of Owners in any manner which does not adversely affect the substantive rights of existing Owners or mortgagees; and (e) subject additional property to this Declaration. The foregoing amendments may be made without the joinder or approval of any Owner, Mortgagee or the Association.

Section 2. Other Amendments. Except as to provisions relating to amendments set forth in Section 1 above or herein regarding certain specific items and the method of amending or altering same, any other provisions, covenants, or restrictions set forth herein may be amended in accordance with this provision. The holders of at least two-thirds (2/3) of the votes in the Association, without regard to class, may change or amend any provision hereof (1) by executing a written instrument in recordable form setting forth such amendment, or (2) by causing a certified copy of a duly adopted resolution of Owners to be prepared, and having the same duly recorded in the public Records of Barrow and Jackson County, Georgia. A proposed amendment may be initiated by Declarant, the Association, or by petition signed by ten percent (10%) of Owners. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than ninety (90) days prior to the meeting to discuss the proposed amendment. If adopted by vote, the affirmative vote required for adoption shall be two thirds (2/3) of the votes of the Members (without regard to class) who shall be present in person or by proxy at a meeting duly called, and the recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded certificate. The amendment shall be effective upon recordation of the executed amendment in the public records of Jackson County, Georgia.

So long as Declarant shall own any Property, no "Declarant Related Amendment" shall be made to this Declaration or to the Articles or Bylaws unless such amendment is first approved in writing by Declarant. Any amendment shall be deemed to be a Declarant Related Amendment if it does any of the following:

- (i) directly or indirectly by its provisions or in practical application relates to Declarant in a manner different from the manner in which it relates to other Owners.
- (ii) modifies the definitions provided for by Article I of this Declaration in a manner which alters Declarant's rights or status.
- (iii) modifies or repeals any provision of Article n of this Declaration.
- (iv) alters the character and rights of membership as provided for by Article ill of this Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association.
- (v) alters any previously written agreement with any public or quasi public agencies, utility company, political subdivisions, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities.
- (vi) denies the right of Declarant to convey to the Common Property.
- (vii) modifies the basis or manner of assessment as applicable to Declarant or any lands owned by Declarant.
- (viii) alters or repeals any of Declarant's rights or any provision applicable to Declarant's rights.

## ARTICLE XII

### DURATION AND TERMINATION

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant, the Association and any Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of twenty (20) years; provided, however, if any such automatic extension is limited or prohibited by law, said covenants may be extended in the manner and for up to the maximum period permitted by applicable law. This Declaration may be terminated at any time by recordation of an instrument signed by the then holders of eighty percent (80 %) of the votes in the Association and their first mortgagees agreeing to terminate said covenants and restrictions.

## ARTICLE XIII

### GENERAL PROVISIONS

Section 1. Remedies. If any person or entity shall violate any of these covenants or restrictions, it shall be lawful for Declarant, any Owner or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction, for the purpose of preventing, or enjoining all or any such violations or attempted violations. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law or this Declaration. The failure of

Declarant or the Association to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 2. Severability. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

Section 3. Notices. Any notice required to be sent to any Owner shall be deemed to have been properly sent when mailed, postpaid, certified mail, return receipt requested, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing. Notices to Declarant shall be sent to:

GARY & OLSSON PROPERTIES, LLC  
35 FIRST STREET  
HOSCHTON, GEORGIA 30548

Any Owner may change the address for notices by notice meeting the requirements of this Article XII Section 3. Declarant may change the address for notices to it by recording a certificate of change of address in the Jackson County, Georgia public records.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed under seal and delivered, on the day and year first above written.

Signed, sealed and

Declarant

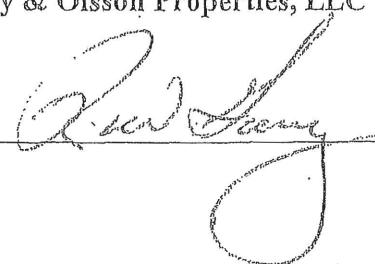
Delivered in the presence of:

Gary & Olsson Properties, LLC

By: *Christa N. Oberschlae*

Witness

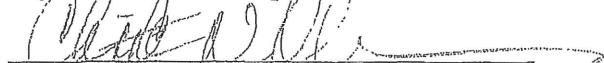
Its. *Rick Olson*



Notary Public

Attest: \_\_\_\_\_

My Commission Expires:



Notary Seal



Corporate Seal



EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND, lying and being in the City of Hoschton, 1407<sup>th</sup> District, G.M., Jackson County, Georgia designated as The Village at Hoschton Subdivision, consisting of 90 individual lots containing a total of 37.32 acres, more or less, as shown by plat and survey for THE VILLAGE at HOSCHTON, prepared by Ingram, Lord & Associates, certified by Barry D. Lord, GRLS No. 2641, dated September 2, 2003 as recorded in Plat Book 61, Page 245, Jackson County, Georgia records; which plat and the recording thereof are hereby incorporated herein by reference for a more detailed description of the property.

27 City Sq.  
HOSCHTON, Ga  
30548

FILED IN OFFICE

MAR 30 2009

CAMIE W. THOMAS, CLERK  
JACKSON SUPERIOR COURT

Please Cross Reference to:

Protective Covenants at 32-S, Pages 672-693;  
Protective Covenants at 39-V, Pages 418-439;  
and Protective Covenants at 48-Q, Pages 540-573

**THIRD AMENDMENT TO THE DECLARATION  
OF COVENANTS, CONDITIONS & RESTRICTIONS  
FOR THE VILLAGE AT HOSCHTON**

This declaration is made this 30 day of MARCH, 2009, by  
GARY & OLSSON PROPERTIES, LLC, a Georgia Limited Liability Company.

W I T N E S S E T H:

WHEREAS, GARY & OLSSON PROPERTIES, LLC is the Declarant under  
The Declaration of Covenants, Conditions & Restrictions for The Village at Hoschton,  
dated December 1, 2003 and recorded at Deed Book 32-S, pages 672-693, Jackson  
County, Georgia Records; the First Revised Declaration of Covenants, Conditions &  
Restrictions for The Village at Hoschton, dated July 19, 2005 and recorded at Deed Book  
39-V, pages 418-439, aforesaid records; and the Amended Declaration of Covenants,  
Conditions & Restrictions for The Village at Hoschton dated May 11, 2007, and recorded at  
Deed Book 48-Q, pages 540-573, aforesaid records, which covenants and the legal  
descriptions set forth therein are expressly incorporated herein by reference;

WHEREAS, pursuant to Article XI, Section 1 of the last filed Declaration of Covenants, Conditions & Restrictions for The Village at Hoschton, the Declarant may amend those Covenants;

NOW, THEREFORE, the Declarant, for itself and its successors and assigns, declares the following:

1.

Article IX, Section 1 of the Amended Declaration of Covenants, Conditions & Restrictions for The Village at Hoschton, recorded at Deed Book 48-Q, pages 540-573, aforesaid records is hereby deleted in its entirety.

2.

Article IX, Section 1 of the covenants shall now read as follows:

Section 1 Landscaping: To further protect the aesthetic nature and character of the Village at Hoschton, the Association shall be responsible for the maintenance of all grass, landscaping and other flora on the front and sides of each Unit. The "front and side yard" of each Lot shall be deemed to be that portion of the Lot located between the lot boundary adjacent to the street and a line parallel with the rear of the dwelling located on such Lot, but exclusive of the dwelling itself. All costs associated with such maintenance shall be a Neighborhood Expense assessed as a Neighborhood Assessment against the Lots within the Village at Hoschton. The Association's obligation pursuant to this Article shall commence as to each Lot within the Village at Hoschton on the date on which the Association is notified in writing that a certificate of occupancy has been issued for a dwelling on such Lot. Notwithstanding anything to the contrary herein, the Association shall not be responsible for maintenance of any landscaping within any enclosed patio or other area nor shall the Association be responsible for maintaining landscaping, if any installed by any Owner with the approval of the Design Review Board.

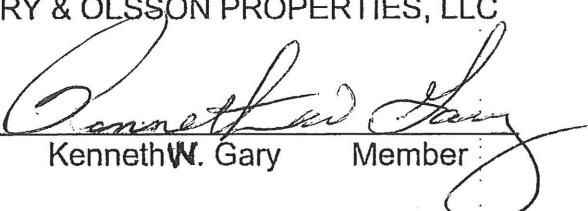
3.

Except as expressly amended herein, all other terms and conditions of the Covenants shall remain unchanged.

So stated and approved, this 30 day of March, 2009.

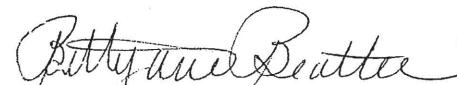
DECLARANT:

GARY & OLSSON PROPERTIES, LLC

By:   
Kenneth W. Gary Member

Signed, sealed and delivered  
in the presence of:

  
Witness

  
\_\_\_\_\_  
Notary Public, State of Georgia

Date Executed: 3/30/2009

My Commission Expires: \_\_\_\_\_

BETTIJANE BEATTIE  
Notary Public, Jackson County, Georgia  
My Commission Expires Dec. 26, 2009

# **GUIDELINES**

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## **VILLAGE AT HOSCHTON**

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**Revised September 17, 2013**

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## **INTRODUCTION**

Anyone who visits The Village at Hoschton recognizes that the distinctive architectural style of the homes is the community's first amenity. To maintain this harmony, great care has been taken in the design, planning and construction within the Village at Hoschton. This overall theme will be carried over into the single family residences as they are built. We are a community that is unique with alleys; therefore in keeping with the integrity of the neighborhood, back yards and front yards should be comparable.

### **Objectives of the Association:**

- To help protect the property values of all homes in the community by ensuring properties are maintained in compliance with the Covenants and guidelines.
- To ensure that the Association is operated on sound financial basis at all times. The common areas must all be maintained in order to help protect the property values in the community. Assessments must be paid to cover all maintenance and operating costs.
- To enforce The Covenants and guidelines that bind all owners.

To insure the protection of these ideals, a Design Review Board (also known as the Architectural Review Board) has been established as the authority which will review all designs, plans, and modifications to existing homes, site clearing, tree removal, landscaping and construction. The DRB/ARC shall be composed of at least three (3) members who may or may not be members of the Board of Directors of The Village at Hoschton Property Owners Association. The members of the DRB/ARC shall be appointed by the Board of Directors of the Village at Hoschton, with the DRB/ARC Chairperson being an elected member of the Board. It is through this review process that the DRB/ARC can:

- Review modifications in basic construction.
- Require and acknowledge excellence in architectural design.
- Maintain consistency in construction quality to a community wide standard.

The DRB/ARC shall have sole and full authority to prepare and to amend the architectural guidelines. The DRB/ARC shall make the architectural guidelines

available to Owners, builders and developers who seek to engage in development of or construction upon all or any portion of the Community, including without limitation any Neighborhood and such Owners, builders and developers shall conduct their operation strictly in accordance therewith.

Fundamental to the concept of development at The Village at Hoschton is quality in planning, design and craftsmanship. The design standards provide the basis for a common understanding of the design objectives by all involved in creating this community and most importantly the present and future residents. These guidelines will be used by the DRB/ARC to review plans and specifications pursuant to the provisions of the Declaration of Covenants, Conditions, Restrictions and Easements of The Village at Hoschton (the "Master Declaration") with which all property owners should be familiar.

### **What is the difference between Covenants and Guidelines?**

The Guidelines provide detailed information regarding modifications and improvements. The Guidelines are created to enhance, augment and clarify the Covenants and to provide additional guidance to homeowners as to the standards set forth in our community. All owners are subject to the governing documents of the Association. Therefore, owners should make all reasonable efforts to make the new homeowners and occupants aware of the Bylaws, Covenants and Guidelines.

All owners should have a copy of the Covenants and Guidelines for reference.

These may be obtained at [www.libertycm.com](http://www.libertycm.com)

### **Who is subject to these guidelines and procedures**

The Owner of a lot is responsible for obtaining the necessary review and approvals to comply with the terms of the Master Declaration (Covenants). The integrity of the overall architectural theme is an intricate part of the success of The Village at Hoschton. It is the responsibility of the owner to acquaint his or her building team with the Architectural Standards Committee, the Design Standards, and the Master Declaration.

### **Who administers these guidelines?**

The administration of these standards lies with the DRB/ARC. The DRB/ARC may, however, select one of its members or retain professional assistance to administer some or all of the design standards and review procedures. The decision

of the ARC's representative may be appealed once to the full committee for reconsideration. Any reversal of the representatives decision will be made only after sufficient evidence is presented by the applicant that the decision is not consistent with these standards.

### **Revision to these Standards**

The DRB/ARC may from time to time by majority vote revise these standards and procedures to best assure the objectives for quality design and construction are achieved. Upon purchasing an undeveloped or improved lot, a set of these standards and any amendments and attachments should be obtained by the new owner from the HOA. It is the owner's responsibility to become familiar with the provisions of these guidelines and standards for DRB review and approval.

### **Modifications or New Construction**

New Construction is any structure or structures and associated improvements constructed on a previously undeveloped site. A Modification is an alteration to an existing structure and/or its associated site improvements.

### **APPLICATION PROCEDURE**

Requests shall be evaluated based on the following criteria:

- Will the request, if implemented, detract from the value of any lot, home or development as a whole
- Will the request, if implemented, negatively impact the ability of the owners of nearby lots or homes to reasonably enjoy their property including back yards, e.g. overall esthetics, parking of trucks, noise, etc.
- Will the request, if implemented cause the Structure to be incompatible with the external design, elevation, topography and colors of the Development or of nearby lots or homes.

### **General Instructions:**

#### **Step One - Submitting Modification Request Form (MRF)**

No work may be begin on the modification requested until the homeowner receives written or email approval from the Liberty Management Company or any future management company. The DRB/ARC has up to 30 days upon receipt of the MRF to review and approve or disapprove.

Submission for the modification must include the following: Request of Modification Review form, completed in full and signed by the homeowner and one copy of all supporting documentation required for a review and decision by the DRB/ARC.

Modification forms can be found on line at [www.libertycm.com](http://www.libertycm.com).

As applicable to the request, support must include:

1. Complete plans and specifications with materials list to scale showing the floor plans and roof plans and all front, rear and side elevations, licensed contractor's name telephone number and proof of insurance.
2. Exterior finish schedule indicating roofing materials (25 year shingle) and other exterior material finishes and textures (may be noted on architectural plans). Exterior color schedule, indicating paint colors, roofing colors, brick and mortar selections and trim colors. The homeowner must submit samples of all of the above applicable selections.
3. Site plans in an approved format showing the location of all existing and proposed structures, building setback lines, driveways, walks, retaining walls, and open space, clearly drawn to scale.
4. Landscaping plans- showing location of all existing and proposed structures, building setback lines, driveways, walks, grassed areas, natural areas, plant locations, plant species, plant sizes, drainages and structures. Plant species must be limited in growth size as to not to create a barrier and obstruction of view for streets and alleys.

Homeowners should submit photocopies of all plans and documentations. All submitted plans become the property of the Liberty Management Company (or current management company) and will not be returned, but filed for future references and verifications. All documentation's including architectural drawings, photographs, property survey showing improvements, and description of materials should be submitted to our property management company:

### **Step Two: On-Site review Process:**

The purpose of the on-site review (if necessary) is for the DRB/ARC representatives to assess the impact the request may have to neighbors, and the general quality of the community. The on-site visit is usually brief (5-20 minutes) with limited homeowner involvement required. However, we recommend that a

homeowner be available to answer questions for a more complex plan submitted and to help expedite the approval process.

### **Step Three: Decision Process:**

Upon completion of the on –site review, the DRB/ARC will respond to Liberty Community Management (or current management company) who will in turn respond to the homeowner's request with one of the following decisions:

1. Request Approved as Presented - The plan was accepted as documented and the homeowner can begin the requested changes immediately. All work must be done in accordance with the plans as approved by the DRB/ARC. Any variances to the approved plan require another Modification Request be submitted for approval. All work on approved modification request forms must begin within 6 months and be completed within 90 days of start of work.
2. Request Approved with Conditions- The plan was accepted with specific conditions provided. The homeowner should review the conditions and, if in agreement, can begin the requested changes immediately. If the homeowner is not in agreement with the conditions required, the owner may re-submit revised plans.
3. Request Not Approved as Presented- If the plan was not approved, an explanation will be provided. In many cases, the DRB/ARC will recommend an alternative solution. If the homeowner is receptive to this solution, they must submit a letter and a copy of the denied request to the DRB/ARC detailing their agreement with the proposed solutions selected. The DRB/ARC must approve the homeowner's plan before they can proceed with their request. Committee reserves the right to require additional screening to any completed project. Once you have received approval from Liberty Management Company (or current management company), either in written form or e-mail, the homeowner can proceed with the work.

### **NON-COMPLIANCE / VIOLATION FINES**

Violations are brought to the attention of Liberty Community Management Company (or current management company). This may be accomplished either by periodic (twice monthly) visual inspections by a management company representative, or reported to the management company by other subdivision residents.

Homeowner will receive Courtesy Notice from the management company that will state the violation and necessary corrective action, and the deadline for correction. If the initial letter is not successful, a second letter will be sent by the management company, restating the violation and corrective action required, and giving the homeowner seven (7) days from the date of the letter to correct the violation. Should the homeowner not comply with either of the above requests, a third letter will be sent notifying the homeowner of the next actions to be taken by the Association.

The fourth letter will start the fining process which will be a monetary amount (commensurate with the violation) per day until the violation is abated. Should the violation not be abated, legal action will be pursued to remove or correct the violation and those costs will be passed to the violator.

## **DISCLAIMERS**

Approval of any exterior modification by the DRB/ARC is in no way a certification that the exterior modification has been built in accordance with any governmental rules or that the exterior modification complies with sound building practices. Homeowners are required by law to obtain a building permit for all new constructions, decks, patios, and pergolas.

The Guidelines set forth herein have not been reviewed for engineering or structural design or quality of materials. In fact, it is very likely that certain standards have been adopted solely on the basis of aesthetic considerations. Therefore, no one should use or rely upon these Standards as standards for structural integrity or soundness of design for any construction or modification of an exterior modification or for ensuring compliance of any activity or construction with building codes, zoning regulations and other governmental requirements. These things must be determined by, and the sole responsibility of Homeowner within the community.

Please remember that the Guidelines, plans and specifications are not reviewed for engineering or structural design or quality of materials. By approving such plans and specifications, neither the DRB/ARC, the members thereof, nor the Association assume any liability or responsibility therefore, or for any defect in any exterior modification constructed from such plans and specifications.

Neither the Association, the DRB/ARC Committee, the Board, nor the officers, members, employees shall be liable in damages to anyone submitting plans and specifications, or any Owner of property affected by reason of mistake in

judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications.

It is the sole responsibility of the homeowner to ensure that exterior modifications are safe. Approval of any type of exterior modification, including children's play sets, by the DRB/ARC Committee is in no way a guarantee of the safety of individuals on the equipment. In accordance with the Covenants, every person submitting plans or specifications and every homeowner agrees that they will not bring any action or suit against the Association, the DRB/ARC Committee, the Board or the officers, directors, members, employees and agents of any of them for damages or otherwise.

## **FENCES**

Fences must be picket type (not solid) four (4) foot in height, black in color, made of aluminum material and professionally installed in the rear of the house. A Modification Request Form must be submitted. Privacy fences or fencing made up of other materials or products are not allowed.

## **OUTDOOR CLOTHES LINES are not permitted**

## **DECKS**

A Modification Request Form must be submitted for approval on all decks, including extensions and alterations. The MRF must include a site plan denoting location, dimensions, materials and color. The following areas will be reviewed:

1. Location, size, conformity with the design of the house, relationship to neighboring dwellings and proposed use.
2. Materials to be used. Materials must be cedar, cypress, or No. 2 grade (or better) pressure treated pine, Trex and similar materials will be considered.
3. The deck must not extend past the sidelines of the house.
4. The color must be natural or neutral and brown color scheme. All colors must be submitted to DRB/ARC for approval.
5. Owners will be required to obtain a building permit for any decks constructed on property.

## **RETAINING WALLS**

A Modification Request Form must be submitted for approval on all retaining walls, including extensions and alterations. The MRF must include a site plan denoting location, dimensions, materials and color. The exposed part of retaining walls shall be made of clay brick, natural stone, treated railroad ties, or veneer with brick or natural stone. Retaining walls that attach to the residence and are visible from any street should utilize the same materials as the residence they adjoin. Cross-tie and landscape timber walls may be used if set apart from the residence and if to the rear of the house. Walls must not interfere with the flow of storm water in easements, weeds, etc. It is recommended that the retaining walls not cross easements.

## **PAINTING**

Primary Exterior Colors.

Siding and trim colors should be confined to lighter earth tones which are compatible with and subordinate to the colors of the natural landscape. Harsh or bold colors which make a residence stand out among a group of residences are inappropriate. The alternatives available, within these general criteria, provide a substantial range of colors from which to choose. Samples of suggested colors are available through any DRB/ARC Committee member.

Any change to the exterior color of the house including, but not limited to doors, shutters, gutters, trim, garage doors, brick and siding must be approved by the DRB/ARC Committee.

Repainting requires prior written approval only if the color is changed. If repainting with NO color change, it is the homeowner's responsibility to ensure that the repaint color is exactly the same color and shade as the one previously used. These are some suggestions of what to provide if changing colors. The best representation of color is to paint the siding, trim and accent colors (if used) on the side of the house for the DRB/ARC to review. Paint chips do not give a good representation of color. If the color of the house is painted another color other than what was submitted, you will be asked to repaint.

1. Paint sample chip, with the manufacturer's name and color included.
2. Description of area of home to be painted.
3. It is encouraged not to paint the same color as adjacent homes.

## **REPAIRS**

General repairs do not need a Modification Request Form if replacing and painting like items without additions.

## **ROOF SHINGLES**

Any new or replaced roof shingles must be replaced with a minimum 25 year architectural roof. All roof colors must be approved by DRB/ARC Committee.

Black, Grey, Weathered, Drift Wood, Browns or any other similar colors and blends to these earth tone colors are acceptable. No Metal or corrugated roofing is allowed. All flashing, stacks, ventilations and metal chimney caps shall be painted to match the approved roof color or painted black. New roof construction or replacement shall have no less than 9-12 pitch. A modification request form is required.

## **ATTACHED STRUCTURES AND ADDITIONS**

Attached structures and additions must be designed and constructed to be compatible with the existing house. Decks, pergolas, porches and patios, or any combination thereof, are only allowed in the rear of the house and may not exceed 250 square feet unless otherwise approved. A Modification Request Form must be submitted for all attached structures and additions. Building permits are required. Refer to Application Procedures.

## **TRELLISES**

Trellises should be constructed of cedar, redwood, Trex or pressure treated pine or black aluminum and should blend with the surroundings, and shall be detailed to be compatible with the design of the house. Trellises should be installed behind the house, out of view from the street unless otherwise approved. A Modification Request Form is necessary.

## **SUN BLOCKING SHADES, AWNINGS, CURTAINS**

Sun blocking shades are acceptable on porches only and should be used to block sun and not as a privacy screen. Awnings and curtains are not permitted

## **WINDOW BOXES AND PLANTER**

A Modification Request Form must be submitted. They should be kept neat and planted with healthy live plants appropriate for the location. Artificial vegetation is not permitted.

## **LAWN MAINTENANCE-LANDSCAPING**

To further protect the aesthetic nature and character of the Village at Hoschton, the Association shall be responsible for the maintenance of all grass, landscaping and other flora on the front, sides and back of each Unit. See Article IX, Section 1 in amendment to the Covenants dated March 30, 2009. The same standards (e.g. pre-emergence, fertilizing, leaf removal, etc.) and schedules (e.g. holidays and inclement weather are subject to change) will be required of the grandfathered homeowners as required by the vendor used for the entire community.

## **LANDSCAPING IMPROVEMENTS**

A Modification Request is necessary when installing any bushes, trees or sod.

A modification Request is not necessary when replacing plant material if replacing with the same variety and size; e.g. if a twelve (12) foot tree dies, it must be replaced with the same size.

Leland Cypress, Cryptomeria, large Hollies and Arborvitae are discouraged due to the potential growth and the impact on the size of the lots, obstruction of view on streets, alleys and simply creating a barrier.

Annual flowers, bulbs and other seasonal flowers do not need approval as long as they are planted within an existing bed. No artificial vegetation is allowed.

## **DRIVEWAYS**

All driveways and walkways should be natural concrete or as originally installed. Any alterations such as but not limited to brick, stone, stamping, or painting must be approved. Driveway's must be maintained (i.e. free of oil stains) and kept free of anything but vehicles and clear of obstructions, vegetation and debris.

## **GARBAGE CONTAINERS-FIREWOOD**

Garbage containers must be retained in the garage at all times except for trash day. Firewood needs to be placed in the least visible place from the road and must be covered with grill type cover. The firewood rack must not exceed 48 inches high x 48 inches wide x 24 inches deep. A modification form is necessary to approve the location and adequate sized landscaping for the firewood.

### **STORM WINDOWS, DOORS, WINDOW SCREENS & EXTERIOR ACCESSORIES**

Any alterations to the exterior of the house including but not limited to, doors, screens, shutters, gutters, trim and exterior siding (including ornaments other than seasonal wreaths) must be approved by the DRB/ARC Committee. A Modification Request Form must contain the following information:

1. Picture or drawing of all windows/doors/screens/shutters on which storm windows/doors will be installed.
2. Picture depicting the style of storm windows/door/screens/shutters which will be installed.
3. The color selected. Doors must blend with surrounding house colors.
4. If screens are used on the home, all operative windows must be consistent and maintained properly to the standards of the community. Screens must be free of holes, tears and maintained. Each screen must be properly installed to insure that it doesn't fall off.

### **MAIL BOXES**

Must be consistent with the neighborhood and maintained. The builder is responsible for installing the mailbox in kind with the neighborhood. Mail boxes, posts and replacement numbers may be purchased from Kono Ventures in Buford, Ga.

### **AIR CONDITIONING UNITS**

No window air conditioning units are allowed.

### **POOLS-Above ground-In ground pools-Inflatable pools**

Due to the potential impact of noise from pool activities, the visual impact of pool equipment and the close proximity of the lots, above ground pools, in ground

pools are no longer permitted. Inflatable pools and children's pools must be deflated and stored inside within twenty four (24) hours.

## **HOT TUBS AND SPAS**

No hot tubs or spas allowed on alley lots.

## **ANIMALS AND PETS**

Birds, dogs and cats may be kept as pets only and shall not be held or bred for any commercial use. Birds, dogs and cats, which are kept as pets, shall be sheltered inside. No animal shelter, cages or runs shall be permitted outside. All dogs must be leashed when outside. No animal shall be permitted to remain if it causes any disturbance.

As a courtesy to neighbors, pet owners are responsible for cleaning up all pet droppings in their yard, while walking them in common areas (including streets and alleys) or on other homeowner's property including vacant lots.

## **LIGHTING**

All exterior lighting must be approved by the DRB/ARC. All exterior lighting must be designed as not to infringe on adjacent neighbors.

- Minimal landscape lighting may be approved by the DRB/ARC.
- Seasonal type decorative lights are not permitted at any time or any place except between Thanksgiving Day and January 10 of the following year.

## **PLAY EQUIPMENT-SWING SETS-TRAMPOLINES**

In accordance with the appearance of the community and the lack of rear lot size and screen available to interior lots, play equipment, swing sets, trampolines are restricted to the rear property of perimeter lots that back to natural areas and are not visible from the street. Play equipment, exclusive of wearing surfaces (slide, poles, climbing rings, swing seats, etc.), should be painted to blend with the surrounding environment. Any equipment must have an MRF approval.

## **BASKETBALL GOALS**

Basketball goals shall not be visible from the street upon which the home fronts, not attached to the home, must be free standing and well maintained including, but not limited to, the pole, backboard and net.

## **HOUSE BLINDS AND SHADES**

There should be continuity in the color of internal shades and blinds throughout the community. White, cream, beige are acceptable while bright colors are not.

## **Recreation Vehicles-Parking**

- No towed vehicle, boat, boat trailer, recreational vehicle, motor homes, mobile home, bus, truck with camper top, commercial vehicle, truck (except pick-up trucks, vans, SUV's or hybrids thereof used for personal transportation) trailer, motorcycle, mini-bike, scooter, go-cart or similar recreation vehicle shall be permitted on any Lot except if kept in an enclosed garage for periods longer than 48 consecutive hours

(The intent of this provision is that the aforementioned vehicles may not be stored on a LOT except if in a garage and the temporary removal of such vehicle from a Lot to break the continuity of the 48 consecutive hours shall not be sufficient to establish compliance with this restriction) Any such vehicle shall be considered a nuisance and may be removed from the Property.

- No parking on grass
- Homeowners are encouraged to keep their vehicles in their garage. This is to discourage the temptation of theft.

## **SCULPTURES, FOUNTAINS, BIRD BATHS, DECORATIVE EMBELLISHMENTS**

Sculptures, bird baths, fountains and other decorative embellishments are not encouraged and must be approved by the DRB/ARC. If approved, they must be limited to two items, not to exceed two (2) feet in height, made of concrete or metal, earth tone, grey, white, black or green to blend with the landscape.

## **BIRD HOUSES & FEEDERS**

Bird houses are not allowed in the front or side yard. Bird houses which meet the following requirements may be placed in the back yard of a home without approval from the DRB/ARC.

- The bird house cannot be more than six (6) feet tall (from the ground to the top of the structure)
- The bird house must be made of metal, wood, gourd or similar looking material.
- The bird house must be tasteful in appearance so as not to detract from the beauty of the subdivision.

## **SATELLITE DISHES**

Satellite dishes two feet or less in diameter with a location that results in the least visual impact allowing for a quality signal, shall be approved. If possible, satellite dishes should be mounted on the rear of the house on the roof or back wall so as to not be visible from the street. Satellite dishes shall not be mounted on fencing. The DRB/ARC may require that satellite dish equipment be painted to minimize visual impact. A Modification Request Form should be submitted for approval of installation.

## **SIGNS**

One "for sale" sign per unit is permitted and must conform to the approved design for "for sale" signs established by the Home Owners Association Board of Directors.

Security signs are permitted at the front porch, back porch or front bedding area.

## **FLAGS & FLAG POLES**

Flag poles staffs that are attached to the front of the house do not need a Modification Request Form. It must be limited to one.

In ground or Flag poles of any other size are not permitted.

One flag (no larger than 3' x 5') of a non-offensive nature (i.e. sport, school, seasonal) may be displayed from a single flag pole staff attached to the front or

rear of the house where the garage doors are located. Tattered, worn, or faded flags must be replaced or removed promptly.

The American flag or a service flag (Army, Marine, Navy, etc.) must be properly displayed but not both at the same time.

Garden or school flags (Georgia, Michigan, GT, etc) should be limited to one.

## **Definition of New Construction and Modifications**

The review procedure for new construction is divided into four (4) steps. It is the responsibility of the applicant to initiate each step. Any structure or improvement placed or made in violation of this article shall be deemed to be nonconforming. Upon written request from the ARC or the HOA, owners shall, at their own cost and expense, remove such structure or improvement and restore the land to substantially the same condition as existed prior to the non conforming work. Should an owner fail to remove and restore as required, the ARC, or HOA, and its agents shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, including without limitation, attorney's fees, may be assessed against the lot as a specified assessment.

### **STEP 1: SUBMIT BUILDING AND LANDSCAPE PLANS FOR INITIAL REVIEW**

Prior to making any alterations to a site, the owner or builder must submit to the ARC an application form in duplicate, the application fee of \$25.00, and builders construction deposit of \$500.00, together with two (2) complete sets of the following:

- 1) Preliminary Site Plan showing:
  - a. Proposed structure setbacks, all intended improvements
  - b. North Arrow
- 2) Elevations showing all four sides at  $\frac{1}{4}$ " scale
- 3) Floor plans and overall dimensions at  $\frac{1}{4}$ " scale
- 4) Description of all exterior materials and colors
- 5) Timeline for completion, upon final review, not to exceed ten (10) months from the ARC approval and eight (8) months from permit issue.

The architect or designer, as well as the builder, must be approved by the ARC prior to the final review. Approval of the architects, designers, and builders shall be based upon the reasonable criteria established by the ARC and made part of these Design Standards. Building contractors are required to comply with the General Rules for THE VILLAGE AT HOSCHTON contractors attached hereto as Exhibit "A": General Rules. The ARC will then review the plans and comment where necessary to insure the design conforms to the standards set forth for the community.

Such standards include the use of existing plans, attached hereto as Exhibit "B": Existing Plans and numbered from 1-9. The use of one of the "Existing Plans" is generally permitted subject to ARC review process defined in the section. The use of alternate plans other than "Existing Plans" attached is subject to ARC review as well as non-refundable Architectural Review Fee of \$500.00 to be submitted with the \$25.00 application fee and \$500.00 builders deposit described above. The Architectural Review Fee may be used by the ARC to enlist the professional review of the items listed above to insure that the application conforms to the standards set forth for the community.

The Architectural Review Fee applies to new home construction and existing home modification that changes the footprint of the finished interior living space, the front porch and/or garage. It does not apply to improvements or alterations to exterior living space such as decks or patios, covered or uncovered, screened or unscreened.

The decision of the ARC representative will be rendered no later than 30 days after the submission to the HOA. The builder shall be held liable for all damage caused to HOA property, regardless of cost, but shall be entitled to a refund of his builder's construction deposit if no damage has occurred.

#### **SUBMISSION REQUIREMENTS FOR ARCHITECTURAL AND SITE PLAN REVIEW:**

Architectural Plans showing the floor plan(s) and four elevations at a scale of  $\frac{1}{4}$ " – 1". Plans must clearly present the residence as it is to be built on the subject lot. All elevations must show the approximate finished grade lines derived from the actual topography of the lot.

A Site Plan at a scale of 1"-20" shall be submitted which indicated the footprint of the residence and all appurtenances on the site and its proposed finished floor elevation, the required setback lines and the area of the site where the natural tree cover is proposed to be removed. The Site Plan may be drawn in neat freehand, but must be to scale and show property setback lines of the subject lot.

Exterior Finish Schedule indicating the proposed roofing pitch, material and the materials proposed for each elevation. This schedule may be submitted as notes on the Architectural Plans.

Existing Color Schedule shall indicate roofing colors, brick or mortar selection and siding and/or trim colors and any other proposed exterior colors. The ARC may require samples.

Landscape Plans (2 sets of plans are required for final review) at a scale of 1"-20" and shall include:

- 1) Property line
- 2) Any easements through the site
- 3) Building footprint including garage
- 4) Name, location, quantity and size of existing ornamental plant material to remain, if any.
- 5) Name, location, quantity and size of proposed new plant material including trees, shrubs, and ground cover.
- 6) Areas to be sodden.

- 7) All site accessories such as but not limited to fencing or walls

## STEP 2: FINAL REVIEW

Prior to making any alterations to a site, plans must be submitted to the ARC for final review and approval; provided however, final landscape plans need not be submitted and approved until immediately prior to the completion of the dwelling and the beginning of landscaping. For final review, the ARC shall require that two complete sets of plans be submitted incorporating the changes required as a result of the initial review. One set shall be approved and returned to the owner and one set shall be retained by the ARC. This submittal should include:

- 1) Final grading and lot improvement plans
- 2) Final site plan and floor plans
- 3) Final construction specifications
- 4) Preliminary landscape plans (Designer or Architect must be approved)

Upon approval, and a site plan inspection to review the house staking, construction may begin. Construction must be completed within the limitations set forth in STEP 1, Paragraph 1, Item 5. If work has not been completed within that period of time the final approval will expire and plans must be resubmitted.

If the applicant wishes to make any changes to the plans and elevations previously approved by the ARC, those changes must be submitted to the ARC representative for review in accordance with the procedures and submission requirements specified in STEPS 1 and 2 above. The applicant is encouraged to submit changes at the earliest possible time to avoid project delays.

## STEP 3: STAKING APPROVAL

Before clearing or construction can commence on any lot, the builder must stake and ribbon the outline of the residence and its appurtenances in their proposed location including the driveways, and establish the proposed elevation of the first floor. The builder shall arrange a site inspection with the ARC representative to verify that the staking is in conformance with the approved site plan. If after staking the applicant wished to alter the foundation location as presented in the approved site plan, alternates can be discussed at the staking meeting with the ARC representative prior to clearing for the foundation.

## STEP 4: FINAL INSPECTION

After installation of the approved landscape plan the ARC representative shall conduct an on-site review to verify conformance with the approved plan. Scheduling the time of the review will be the responsibility of the applicant.

#### Review Process for Modifications to Existing Improvements

The procedure for the review of modifications shall be the same as for the new construction presented in Section 2.1 above. The submission requirements for the review of proposed modifications shall be consistent with those for new construction as well. However, only the sections of the new construction submission requirements necessary to explain the proposed modification will be required. The applicant should consult the Chairman of the ARC or his/her representative regarding the applicable submission requirements prior to submission to expedite review.

### 2.3 Review Process for Improvements to and Modification to Existing Improvements on Common Areas

The Association must submit to the ARC for review any improvements to or modifications to improvements on common areas. The procedures for the review of residential properties set forth in Section 2.1 above shall be followed. Except where practical differences exist, the design standards for residential structures shall apply in the review of proposed improvements and modifications. Conditions unique to common areas shall be evaluated based on the judgment and experience of the ARC.

A number of items require review by and approval from The City of Hoschton. It is the responsibility of the owner to obtain all necessary permits. Approvals from the City do not preempt the authority and responsibility of the ARC for design and review and vice versa.

Except for final landscape plan, approval of all plans must be stamped and signed off before any clearing or construction may begin.

### 3.0 Enforcement

An application for the importance of design review and controls and an ability to use the process to produce quality homes and neighborhoods are among the characteristics of those desiring to build and live at THE VILLAGE AT HOSCHTON. A review process which will be used to approve builders for participation in the development of THE VILLAGE AT HOSCHTON will consider these factors.

The provisions for enforcement of the Master Declaration for THE VILLAGE AT HOSCHTON as adopted shall apply to the enforcement of these Design Standards.

### 4.0 Conflicts with Master Declaration

In the event of a conflict between these guidelines and procedures and the terms of the Master Declaration, the latter shall prevail.

## 5.0 Siting a Residence at THE VILLAGE AT HOSCHTON

The natural assets of a site and the relationship of a site to its immediate surroundings should have a significant influence on the design and orientation of a residence to be placed on it. The following factors should be given to specific consideration in each siting decision and will be used by the ARC and its representatives in reviewing site plans.

**Views** - Each residence should be designed to provide optimal enjoyments of views to open space, special design factors, landmarks and the neighborhood streetscape.

The location, height and massing of a residence should be established with an awareness of preserving desirable views from adjacent lots and existing units. The preservation of views from adjacent lots can enhance the overall quality and value of the neighborhood.

**Topography** - Residences should be designed to be sited with minimum disruption to the natural topography. Use topography as a design feature which provides interest and individuality.

Consideration of water drainage and existing landscape must be part of the planning.

**Vegetation** - Established vegetation, particularly large evergreen, deciduous and flowering trees are an asset, which if preserved, add quality and value which cannot be replaced by typical landscape budget for many years. Significant existing vegetation (all large trees over 10" caliper and hardwood trees over 8" caliper 2 feet above prevailing grade, and flowering trees over 4" caliper) should be precisely located to assure the siting decision takes full advantage of these assets.

**Relationship to Adjacent Development and Undeveloped Lots:** The Siting of a residence should take into consideration the characteristics of adjacent developed and undeveloped lots. The placement and orientation of a residence should to the maximum degree possible buffer desired indoor and outdoor private areas from the active areas (e.g. pools, parking areas, etc.) of adjacent developing lots. Avoid orienting windows and skylights which allow direct view into or from the windows of adjacent residences.

Be aware of the lot configuration, setbacks and the likely siting alternatives of adjacent undeveloped lots. In some cases, the options for siting on irregular shaped lots are very limited. The failure to consider such conditions on adjacent lots when siting a residence can result in an undesirable relationship between the two residences. Such conditions can detract from positive qualities of both residences.

**On-site Parking and Driveway Access:** On-site parking should be as unobtrusive as possible. Driveways to and from the street should be located to provide the best access and minimize problems. All residences shall have two car garages with a closing overhead door of a character consistent with the overall design.

## 5.2 Design a Residence for THE VILLAGE AT HOSCHTON

Scale and Massing - The appropriate scale of a residence should be influenced by the relationship of the grade of the lot to elevation of the road servicing it. Lots higher than the adjacent road are considered more desirable for one story residences. Lots generally at the same elevation as the adjacent road are more appropriate for 1 ½ to 2 stories and lots below the road elevation are candidates for 2 story residences. This approach has the effect of allowing some modulation in the roofline of a streetscape without the drastic variation which could result from a less systematic method.

Design attention should be given to the following factors influencing the scale and massing of a residence.

Provide interest in the roofline. Avoid repetition of similar rooflines on contiguous lots.

Relate the feature of the unit to the assets of the site. For example, orienting a major window toward a significant flowering tree to be saved or a prime view from the lot will enhance the quality of a residence.

Emphasize building details for curb appeal and front or rear entry impact.

Materials - The compatibility of materials and their colors and textures are important to a residence's character and design quality. Therefore, the ARC considers the approval of the selection of materials, colors, and textures selected for a residence an important responsibility. Exterior materials (Hardiplank or cement lap board siding, stone and brick) shall be preferred, and all exterior building materials shall first be identified and must be approved by the ARC. Vinyl and aluminum siding and textured wood siding shall not be permitted.

Site walls and exposed foundations. All exposed concrete block or poured concrete foundations and site retaining walls must be covered in stone, brick or siding to compliment the other primary materials selected for a residence.

Exterior colors. Color has a major influence on the character and appeal of a residence. The color of a unit also contributes to the general overall appearance of the neighborhood. Because of this importance it is necessary to consider color selections in a broader perspective than just personal preference. Color selections should be made seeking a balance of personal expression and continuity and compatibility with the larger neighborhood and the natural landscape.

Primary exterior colors. Siding colors should be confined to lighter earth tones which are compatible with and subordinate to the colors of the natural landscape.

Harsh or bold colors which make a residence stand out among a group of residences are inappropriate. The alternatives available, within these general criteria, provide a substantial range of colors from which to choose.

Trim colors. Trim colors should complement the primary color of the unit whether it is a paint color on siding or a finished material such as a stone or brick. Trim colors should be a distinctive yet subtle complement to the unit's primary color.

Gutter and downspouts must be finished (paint, baked enamel, etc.) in approved colors.

All sheet metal work (expect copper) including roof caps, flashing, vents, and chimney caps must be painted to blend with the roof color.

Metal windows, doors, louvers and window and door screens must be finished color compatible with the primary and trim colors. These colors must be approved by the ARC.

Stained glass colors - Stained glass colors are important to the exterior as well as the interior. Stained glass windows should be complementary to the exterior as well as the interior.

Building details - Electrical meters should be out of view. Roof stacks and plumbing vents must be placed on the rear slopes of roofs.

Fireplace chimneys framed to receive prefabricated fireplaces and flues should not appear cantilevered off the front of a house.

Decks are an extension of the house and thus have significant impact on its appearance. Decks may also affect the privacy of adjacent properties. Deck configurations should relate to the plan of the unit and the location of window and door openings. Privacy of adjacent units should be a consideration when planning a deck. A minimum of 6" x 6" vertical supports with termite resistance foundations are required for all decks. All decks must be stained in natural tones complementary with the balance of the exterior color scheme.

### 5.3 Landscape Design at THE VILLAGE AT HOSCHTON

The landscape of a lot is integral to the total design of a residence. From the initial site planning forward, consideration should be given to the appropriate treatment of the landscape. The landscape design concept should respond to and accomplish many things. It should beautify. It should screen equipment and provide for privacy. It should add an additional element of color and texture to the overall residential design. Landscape design should respond to a number of objectives for a residence and characteristics of a lot.

Reinforce the design objectives of the unit. If articulation of the front entry is a particular design emphasis of a unit, use landscape to reinforce that theme by framing the front entry with evergreens and seasonal color for example.

Screen equipment from roadways and adjacent lots.

Topography of a site and vegetation retained in the initial site planning should be considered. Steep sites will require certain types of plant material to prevent erosion and for ease of maintenance.

Preserving desirable views and obtaining privacy should be considered in the landscape design.

Color and texture of the plant material selected can add a substantial value to the appearance of a unit. The fall color and spring flower of selected plants should be considered as well as the color and texture of the leaves and bark. Perennials, flower shrubs and trees encouraged.

Exotic plant material from other regions should be avoided. Indigenous plant material will provide the greatest overall impact, will be compatible with the surrounding environment, will be easiest to maintain and will have the best chance of surviving to maturity.

Sod front, side, and rear yards. Bermuda grass is most desirable. At a minimum all formal yard areas must be seeded or sprigged.

Mulch (pine straw and bark) should not be used as the primary ground cover on a lot. Mulch should be used in beds and around shrubs as a uniform technique to retard weed growth rather than as a design element in and of itself. Mulch can be appropriate ground cover in areas where natural tree cover is to be retained or reforestation of a sufficiently large area is proposed.

The size of plant material at the time it is to be installed, as well as at maturity, should be considered. Insufficient commitment to landscaping at the outset can cheapen the appearance of a residence while an adequate commitment will enhance its appearance and value. It is suggested that where no existing trees are retained in the front and rear yard, a minimum of four specimen hardwood trees be included in the Landscape Plan for that area.

The following standards provide direction as to the appropriate placement design of typical site accessories.

Mailboxes - The ARC shall design and supply the mailbox plans within THE VILLAGE AT HOSCHTON community to insure continuity in design and placement, but construction and installation shall be at purchaser's expense. The builder is responsible for installing mailbox in kind with neighborhood.

**EXHIBIT "A"**

**GENERAL RULES FOR ALL THE VILLAGE AT HOSCHTON CONTRACTORS AND SERVICE PERSONNEL**

- A. Contractors are required to keep their job sites as neat and clean as possible. Trash and discarded materials must be removed daily. All trash stockpiled for removal shall be located in the rear of the residence until removed. No stockpiling or dumping on adjacent lots and streets will be allowed. Trash not removed will be removed by THE VILLAGE AT HOSCHTON and billed to the responsible contractor or lot owner.
- B. Any damages to streets, street lights, street markers or community property will be repaired by THE VILLAGE AT HOSCHTON and such costs billed to the responsible contractor.
- C. The established speed limit within the community is 25 miles per hour. Warnings will be issued for the first violations. Second violations will result in refusal to enter property.
- D. There will be no washing of vehicles on streets. Concrete delivery trucks must wash out on the construction site that delivery was made to.
- E. If any telephone, cable TV, electrical, water, etc. lines are cut, it is the responsibility of the contractor to report such an accident immediately to the Development officer or to the security personnel and pay for repairs.
- F. Loud radio noises will not be allowed within the community. Normal levels are acceptable.
- G. No shortcuts or vehicle traffic is allowed on the golf course.
- H. Only bona fide workers are allowed on the property. Family members may drive workers to the site and pick them up, but must not remain on the property unless they are actual employees of the subcontractor and are covered through the contractors insurance in case of accident.
- I. No contractor personnel will be permitted to bring pets on the property.

**THE VILLAGE AT HOSCHTON INTENDS TO ENFORCE THESE REGULATIONS!**

**FAILURE TO ABIDE BY THESE RULES MAY RESULT IN THE LOSS OF YOUR PRIVILEGE TO ENTER THE COMMUNITY, THEREBY MAKING IT IMPOSSIBLE FOR YOU TO WORK IN THE SUBDIVISION.**

Final version of Guidelines for Village at Hoschton as revised by Design Review Board  
(also know as Architectural Review Committee).

So stated and approved this 17 Day of SEPTEMBER, 2013



Pam Massey  
Pam Massey, Member



Kelley Pflug  
Kelley Pflug Member



Evelyn Edwards  
Evelyn Edwards, Member



Dee Poteet  
Dee Poteet, Member



Angela Hollifield  
Angela Hollifield, Chairperson

Signed, sealed, and delivered  
In the presence of:



Vonda Brown  
Notary Public, State of Georgia  
Date executed 9-17-13  
My Commission Expires 3-2-15

VONDA BROWN  
NOTARY PUBLIC  
ROCKDALE COUNTY  
STATE OF GEORGIA  
My Commission Expires March 2, 2015

First Revision dated September 15, 2014

**AMENDED AND RESTATED BYLAWS OF  
THE VILLAGE AT HOSCHTON HOA, INC.**

**ARTICLE I**

**NAME, MEMBERSHIP, AND DEFINITIONS**

Section 1. Name. The name of the Association shall be The Village at Hoschton HOA, Inc., (hereinafter sometimes referred to as the “Association”).

Section 2. Membership. Provisions regarding membership in the Association are fully set forth in the Protective Covenants for The Village at Hoschton (this Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the “Declaration”), the terms of which pertaining to membership are specifically incorporated by reference herein.

Section 3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit.

**ARTICLE II**

**ASSOCIATION: MEETINGS, VOTING, PROXIES, QUORUM**

Section 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors, either in the Community or as convenient thereto as possible and practical.

Section 2. Association meetings shall be held January and October of each year. ✓

Section 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a Majority of the Board or upon a petition signed by Owners holding at least fifty (50) percent of the total Association vote entitled to vote thereon. The Notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice. Any Member may attend a special meeting.

Section 4. Notice of Meetings. It shall be the duty of the Secretary or designated agent to mail or to cause to be delivered to each Member a notice of each Association meeting or Special meeting stating the purpose of the meeting, as well as the time and place where it is to be held. If an owner wishes notice to be given by email, or by notice at an address other than his or her Residence, he or she shall designate by notice in writing to the Secretary or designated agent such other address. The secretary or designated agent shall maintain a database of all addresses and emails. The emailing, mailing, or hand delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice so long as Article VI, Section 4 of the By-Laws is complied with. In addition to serving notice as provided above, or as an alternative thereto, the Board may serve notice of an annual or special meeting by publishing notice in a newspaper or newsletter circulated within the Community. The date of publication shall be the date that notice is served. Notices shall be served not less than ten (10) nor more than fifty (50) days before a meeting.

Section 5. Waiver of Notice. Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Association, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order.

Section 6. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a Majority of the Association vote present at the meeting, in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjournment meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 7. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights are specifically incorporated herein. Only dues paying members may participate in any vote. Unless a vote on any question is required by law or is required by the Declaration or By-Laws to be taken at a meeting (in which case a meeting shall be called and proxies shall be sent to all Members entitled to vote on the issue(s) to be decided at the meeting), elections and other matters requiring a membership vote shall be submitted on a ballot or ballots to the Members in referendum by mail. Ballots shall be returned to the Secretary or designated agent by the date specified on the ballot. The Board shall determine the method of voting, the form of all ballots, the wording of questions thereon and the deadline for return of ballots. It shall designate the number and location of polling places, if any. The Board may include on any ballot questions on which it seeks an advisory vote. Members may suggest questions for an advisory vote which shall be evaluated by the Board for consistency with the exercise of its duties and responsibilities. In any advisory vote, each such question on a ballot shall indicate that the vote is for advisory purposes only. Notice of referendum shall be given in the same manner as notice meetings.

Section 8. Proxies. At all meetings of the Association, Members entitled to vote may vote in person or by proxy. All proxies shall be in writing, dated, and filed with Secretary or designated agent before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Owner of his or her Residence, upon receipt of notice by the Secretary or designated agent of the death or judicially declared incompetence of an Owner, or of written revocation, or upon the expiration of one (1) month from the date of the proxy. All proxies will be subject to verification by the Secretary or designated agent.

Section 9. Power of Attorney. Any member may be represented by a Power of Attorney (PA), but only after filing such notarized notice with the Secretary or designated agent at least ten days prior to any meeting or hearing. Once the PA has been established only the PA will be recognized and or heard and allowed to speak.

✓ Section 10. Quorum. The presence, in person or by proxy, of Members entitled to cast at least twenty-five (25) percent of the votes of Members entitled to vote on the issue(s) before the meeting shall constitute a quorum at all meetings of the Association. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, so long as any action taken thereafter is approved by at least a Majority of the votes required to constitute a quorum. The quorum for a referendum shall be twenty-five (25) percent of the votes of Members entitled to vote thereon, except that there shall be no quorum requirement for advisory votes. In the absence of a quorum the Association meeting may continue, however no business other than informing the membership may be transacted.

## ARTICLE III

### BOARD OF DIRECTORS

#### A. Composition and Selection.

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by the Board of Directors.

Section 2. Number of Directors. The initial Board shall consist of five (5) members as provided in Section 5 of this Article.

Section 3. Nomination of Directors. Directors may be nominated from the floor or as result of a write-in nomination when the referendum is distributed. All candidates shall have a reasonable opportunity to communicate their qualifications and to solicit votes. Only resident homeowners, whose homes are not listed for sale, are eligible for nomination and service on the Board.

Section 4. Election and Term of Office. Elected directors shall be elected by referendum. Cumulative voting is not permitted. Those candidates receiving the largest number of

votes shall be elected. In the case of a tie vote, the winner shall be determined by the flip of a coin. The terms of the President and Secretary shall be two consecutive years. The President's term shall commence on odd numbered years and the Secretary's term shall commence on even numbered years. ✓

Thirty (30) days prior to the first meeting of each year, directors shall be elected by referendum.. The terms of newly elected directors shall begin at the first annual meeting date. All Owners of lots eligible to vote shall have the right to vote on all directors to be elected as provided in the Declaration.

**Section 5. Removal of Directors.** At any regular or special meeting of the Association duly called, any one (1) or more of the members of the Board may be removed, with or without cause, by Owners holding a Majority of the total Association vote entitled to vote thereon and a successor may then and there be elected to fill the vacancy thus created. A director whose removal has been proposed by the Members shall be given at least ten (10) days notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than three (3) calendar months may be removed by a Majority vote of the directors at a meeting, a quorum being present.

**Section 6. Vacancies.** Vacancies in the Board of Directors caused by any reason, excluding the removal of a director by vote of the Members, shall be filled by a vote of the Majority of the remaining directors provided there is a quorum of the Board of Directors at any meeting of the Board of Directors. If no quorum of the Board of Directors a new ballot by referendum shall be conducted. Each person so selected shall serve the unexpired portion of the term.

#### **B. Meetings.**

**Section 7. Organization of Meetings.** The first meeting of the members of the Board of Directors following each referendum of the membership shall be held immediately thereafter at such time and place as shall be filed by the Board.

**Section 8. Regular Meetings.** Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a Majority of the directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the regular schedule shall constitute sufficient notice of such meetings.

**Section 9. Special Meetings.** Special meetings of the Board shall be held when requested by the President, Vice President or by any two (2) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's home or office who would reasonably be expected to communicate such notice promptly to the

director. All such notice shall be given or sent to the director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox for at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph company must be received at least forty-eight (48) hours before the time set for the meeting.

Section 10. Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 11. Quorum of Board of Directors. At all meetings of the Board, four (4) members of the directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the directors present at a meeting at which a quorum is present shall constitute a decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a Majority of the required quorum for that meeting. If any meeting cannot be held because a quorum is not present, a Majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time that the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by a Majority of the total Association vote entitled to vote thereon. Directors may be reimbursed for their actual out-of-pocket expenses necessarily incurred in connection with their services as directors.

Section 13. Open Meetings. Meetings of the Board may be open to all Members, space and time permitting, but Members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board.

Section 14. Executive Session. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The

nature of any and all business to be considered in executive session shall first be announced in open session.

Section 15. Action Without A Formal Meeting: Conference Call Meetings. Any action that may be taken at a meeting of the Board may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all of the directors. A member or members of the Board may participate in a meeting of the Board by means of conference telephone or similar communications equipment, by means of which persons participating in the meeting can hear each other. Such participation shall constitute presence in person at such meeting.

C. Powers and Duties.

Section 16. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration for the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles of Incorporation, or these By-Laws directed to be done and exercised exclusively by the Members. In addition to the duties imposed by the By-Laws or by any resolution for the Association that may hereafter be adopted, the Board shall have the power to and be responsible for the following without limitation, as necessary:

- (a) preparation and adoption of an annual budget in which there shall be established the contribution of each Residence Owner to the Association Expenses;
- (b) making assessments to defray the Association Expenses and other assessments authorized by the Declaration, establishing the means and methods of collecting such assessments, and establishing the period of payment for assessments;
- (c) providing for the operating, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association as determined by the Board, including maintenance or provision of services which are generally provided by a municipality, such as maintenance of grassed areas along dedicated rights-of-way, maintenance of street lights, and garbage pick-up;
- (d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;
- (e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;
- (f) making and amending use restriction, rules and regulations, and design guidelines;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;

- (h) enforcing by legal means the provisions of the Declaration, these By-Laws, and the use restrictions, rules and regulations, and design guidelines adopted by it, and bringing any proceedings which may be instituted on behalf of or against the Owners or Occupants concerning the Association;
- (i) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;
- (j) providing services to all areas that the Association is obligated to provide services for;
- (k) paying the cost of all services, if any, rendered to the Association or its Members which are not chargeable to Owners or Residents;
- (l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses and any other expenses incurred;
- (m) depositing Association funds into interest bearing accounts; and
- (n) contracting with any person for the performance of various duties and functions.

The Board shall have the power to enter into common management agreements and other agreements with trusts, condominium associations, or other associations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any entity.

To the extent permitted by law, the Board shall have the power to delegate its functions to designees of the Board established by the Board, and employees and independent contractors of the Association.

Section 17. Management Agent. The Board may employ for the Association a management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize.

Section 18. Fining Procedures. The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

- (a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:
  - (i) the alleged violation;
  - (ii) the action required to abate the violation; and
  - (iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction. Recurring and continuing violations may

result in additional fine. The Board or its designee may demand immediate abatement in such circumstances which, in the Board's determination, poses a danger to safety or property.

(b) Notice. If the violation continues past the period allowed in the demand for abatement without penalty, the Board may, upon notice, impose a fine of no more than \$25.00 per day. The notice shall state:

- (i) the nature of the alleged violation;
- (ii) that the alleged violator may, within ten (10) days from the date of the notice, request a hearing regarding the fine;
- (iii) that any statements, evidence, and witnesses may be produced by the alleged violator at the hearing; and
- (iv) that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days of the date of the notice.

(c) Hearing. If a hearing is requested, it shall be held before the Board in executive session, and the alleged violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing.

## **ARTICLE IV**

### **OFFICERS**

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. Any two (2) or more offices may be held by the same Person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board. Other officers may be members of the Board or Members of the Association.

Section 2. (a) Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board at the organizational meeting of the Board. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term. Officers shall serve until their successors have been elected. Also see Article III, Section 4.

(b) Oath of Office: All Board Officers shall be required to take the following oath of office: I (state your name) solemnly swear that I shall faithfully execute the duties of the office I have been elected to, that I will support and uphold the Covenants, Bylaws and Guidelines of the Village at Hoschton Home Owners' Association, and that I will recuse myself from all votes in which I have a personal conflict of interest in opposition to the community's betterment.

Section 3. Removal. Any officer may be removed by the Board whenever, in its judgment, the best interests of the Association will be served thereby.

Section 4. President. The President shall be the chief executive officer of the Association and shall preside at all meeting of the Association and the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code.

Section 5. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 6. Secretary. The Secretary shall keep the minutes of all meeting of the Association and of the Board and shall have charge of such books and papers as the Board may direct and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with Georgia law.

Section 7. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping or causing to be kept full and accurate financial records and books of account showing all receipts and disbursements, for preparing or causing to be prepared all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board.

Section 8. Resignation. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

## **ARTICLE V**

### **COMMITTEES**

Section 1. General. In addition to the committees established in the Declaration, committees to perform such tasks and to serve for such periods as may be designated by the Board are hereby authorized. Except as provided in the Declaration regarding the Architectural Review Committee, each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board designating the committee or with rules adopted by the Board. If available, the Board shall obtain liability insurance covering the members of each committee and the Association for the activities of such committee.

Section 2. Covenants Committee. The Board may establish a covenants committee to advise the Board regarding violations of the Declaration, By-Laws, rules and regulations, use restrictions and design guidelines. This committee shall also advise the Board regarding sanctions to be imposed for such violations.

Section 3. Architectural Review Committee. An Architectural Review Committee shall be established to carry out the functions provided for such committee in the Declaration.

Section 4. Citizens Advisory Committee. The Board may establish a citizen's advisory committee to advise the Board and other committees.

## **ARTICLE VI**

### **MISCELLANEOUS**

Section 1. Fiscal Year. The fiscal year for the Association shall be determined by resolution for the Board. In absence of such a resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Roberts Rules of Order. (current edition) shall govern the conduct of all Association proceedings involving motions, when not in conflict with Georgia law, the Articles of Incorporation, the Declaration, and the By-Laws or a ruling made by the person presiding over the proceeding.

Section 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Georgia law, the Articles of Incorporation, the Declaration, and these By-Laws, then the provisions of Georgia law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

Section 4. Notices. Unless otherwise specified in the Declaration or By-Laws, all notices, demands, bills, statements, or other communications required or permitted to be sent under the Declaration or the By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by first class mail, postage prepaid;

(a) if to a Member, by email, hand delivery, or by mail at the address which the Member has designated in writing and filed with the Secretary or designated agent, if no such address has been designated, at the last known address of the Member; or

(b) if to the Association, the Board of Directors, or the managing agent, at the principle office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members.

If there are multiple Owners of a single piece of property, notice to one (1) shall be deemed notice to all. Multiple Owners may designate one (1) Owner as the Person entitled to receive notice of Association matters by so notifying the Association in writing.

Section 5. Amendment. These By-Laws may be amended by a unanimous vote of the Board of Directors and majority vote of all Members consisting of a quorum at any regular or special meeting or by balloting (referendum).

6.9. Preparer. These Bylaws were prepared by A. Dwight Williams, Attorney at Law, Lueder, Larkin & Hunter, LLC, 5900 Windward Parkway, Suite 390, Alpharetta, GA 30005 and the Board of Directors, Village at Hoschton HOA, Inc. P.O. Box 2082, Loganville, GA 30052.

This 30th day of September, 2014.

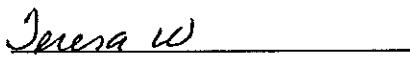
VILLAGE AT HOSCHTON HOA, INC.



Signature of President

Print Name: Douglas L. Easter

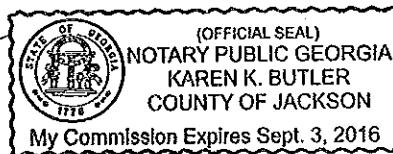
Sworn to and subscribed before me  
this 1 day of October, 2014



Witness: Teresa W. Bennett



Notary Public



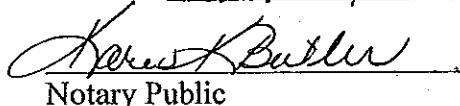
Signature of Secretary

Print Name: Gerrie Fisk

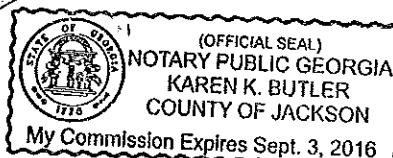
Sworn to and subscribed before me

this 1 day of October, 2014.

\_\_\_\_\_  
Witness: Teresa W. Bennett



Notary Public



Adopted the 15th day of September, 2014

