

**DECLARATION OF ADDITIONAL COVENANTS
FOR SASSAFRAS MOUNTAIN ESTATES**

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STATE OF GEORGIA
COUNTY OF PICKENS
COUNTY OF DAWSON

DECLARATION OF ADDITIONAL COVENANTS
FOR SASSAFRAS MOUNTAIN ESTATES

THIS DECLARATION is adopted on the date hereinafter set forth by the SassafRAS Mountain Estates Property Owners Association, Inc. and the individuals whose names appear as additional signatures. The Lots of the additional signatories and real property described in Exhibit "A" of this Declaration, including the improvements constructed or to be constructed thereon, and any additional property which is hereafter subjected to this Declaration, shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments and liens hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the land and the title to, the real property now or hereafter made subject to this Declaration, and shall be binding on all persons having any right, title, or interest in all or any portion of such real property, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

1. NAME.

The name of the Property is SassafRAS Mountain Estates.

2. DEFINITIONS.

Generally, terms used in this Declaration, the By-Laws, and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Georgia Nonprofit Corporation Code. Unless the context otherwise requires, certain terms used in this Declaration, the By-Laws, and the Articles of Incorporation shall be defined as follows:

- (a) Additional Property means those Lots as shown on the Plats for SassafRAS Mountain Estates recorded in Dawson County and Pickens County, Georgia land records which shall, upon execution of a Consent in accordance with terms of this Declaration, become a portion of the Subject Property, if any.
- (b) Articles or Articles of Incorporation mean the Articles of Incorporation of the SassafRAS Mountain Estates Property Owners Association, Inc., as filed with the Secretary of State of the State of Georgia.
- (c) Association shall mean SassafRAS Mountain Estates Property Owners Association, Inc. a Georgia nonprofit corporation, its successors or assigns.
- (d) Association Legal Instruments means the Original Declaration, this Declaration and all Exhibits hereto, and the SassafRAS Mountain Estates Plats, all as may be supplemented or amended.
- (e) Board or Board of Directors shall mean the elected body responsible for management and operation of the Association.

- (f) By-Laws mean the By-Laws of the Sassafras Mountain Estates Property Owners Association, Inc.
- (g) Common Area shall mean all real property owned by the Association or over which the Association has an easement for the common use and enjoyment of the Members, to the extent provided herein, and such areas shall include, but are not limited to the entry areas and private roads.
- (h) Common Expenses mean the expenses anticipated or actually incurred by the Association in maintaining, repairing, replacing, improving and operating the Common Area and otherwise for the benefit of the Association and its Members.
- (i) Eligible Mortgage Holder means a holder of a first mortgage secured by a Lot, which Lot is a portion of the Subject Property, who has requested notice of certain items as set forth herein.
- (j) Lot means a portion of the property as shown on the Sassafras Mountain Estates Plats which is intended for ownership and use as a single-family dwelling site.
- (k) Majority means those eligible votes, Owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total eligible number.
- (l) Member shall mean a member of the Association. Each Member shall be entitled to one (1) vote for each Member Lot owned.
- (m) Member Lot shall mean a Lot subjected to membership in the Association hereunder and which Lot is, therefore, a portion of the Subject Property.
- (n) Mortgage means any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation, including, but not limited to, a transfer or conveyance of fee title for such purpose.
- (o) Mortgagee or Mortgage Holder means the holder of any Mortgage.
- (p) Occupant means any Person occupying all or any portion of a dwelling or other property located within the Subject Property for any period of time, regardless of whether such Person is a tenant or the Owner of such property.
- (q) Officer means an individual who is elected by the Board to serve as President, Vice President, Secretary, or Treasurer, or such other subordinate officers as the Board may determine necessary.
- (r) Original Declaration(s) means those Declarations as further defined in Paragraph 5.
- (s) Owner means the record titleholder of a Lot, but shall not include a Mortgage Holder.
- (t) Person means any individual, corporation, firm, association, partnership, trust, or other legal entity.
- (u) Subject Property means the Common Area and those Lots which are submitted to the provisions of this Declaration, as described in Exhibit "A" and incorporated herein by reference or which are submitted to the terms of this Declaration by a recorded written consent, in accordance with the terms of this Declaration.

3. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

- (a) Membership. Each Person who is the record owner of a fee or undivided fee interest in any Lot, and whose Lot is submitted to the terms of this Amendment by written instrument

recorded in either the Dawson or Pickens County, Georgia land records, shall be a Member of the Association and shall be entitled to vote as set forth herein and in the By-Laws of the Association. Member status shall be appurtenant to and may not be separated from ownership of such Lot.

The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Member's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot owned. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the By-Laws. Any right to vote and to hold office may be exercised by a Member or the Member's spouse, but in no event shall more than one (1) vote be cast nor office held for each Lot owned.

Membership also may be offered, in the discretion of the Board of Directors of the Association, to Owners and non-Owners on such other use privileges and time periods as the Board shall determine.

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

4. PROPERTY DESCRIPTION.

The Subject Property is more particularly described in the Signatory Portion of this Declaration and in Exhibit "A" attached to this Declaration, which are specifically incorporated herein by this reference.

5. ORIGINAL DECLARATIONS.

Sassafras Associates, L.P., the developer of Sassafras Mountain developed the property in Phases. Each Phase was subjected to a "Declaration of Covenants, Conditions and Easements for Sassafras Mountain Estates" ("Original Declaration"). The property subjected to this Declaration of Additional Covenants is located in at least one of the Phases and is subject to one or more of the Original Declarations recorded either in Pickens or Dawson County, as listed on Exhibit "B."

6. ASSOCIATION RIGHTS AND RESTRICTIONS.

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

- (a) to make and to enforce reasonable rules and regulations governing the use of the Common Area;
- (b) to enforce the provisions of this Declaration and the By-Laws and rules and regulations by imposing reasonable monetary fines, suspending use and voting privileges and services paid for as a Common Expense, as provided herein, as well as through any other legal or equitable means, self-help or towing of vehicles (upon 24 hours notice). These powers, however, shall not limit any other legal means of enforcing the Declaration, Bylaws and rules and regulations

by either the Association or, in an appropriate case, by an aggrieved owner. Any fines imposed shall be considered the personal obligation of the Member and an assessment against a Member's Lot in accordance with Paragraph 10;

(c) to grant permits, licenses, utility easements, and other easements, permits, or licenses necessary for the proper maintenance or operation of the Common Area under, through, or over the Common Area, as may be reasonably necessary to or desirable for the ongoing development and operation of the Common Area;

(d) to control, manage, operate, maintain, replace and, in the Board's discretion, improve all portions of the Common Area in accordance with the provisions of this Declaration;

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

(f) to represent the Members in matters concerning the Common Area in dealing with governmental entities;

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

(h) to create one or more additional classes of non-voting members.

(i) to waive the duty to pay assessments on any Member Lot deeded to the State of Georgia, Pickens County, or Dawson County as evidenced by a written instrument recorded in the County in which the property is located.

7. INSURANCE.

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

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

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

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

8. REPAIR AND RECONSTRUCTION.

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

destruction, the institutional holder of a first Mortgage on the Common Areas, if any, shall be entitled to written notice of the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, a special assessment shall be made against all Members without the necessity of a vote or compliance with Paragraph 10. If after repair and reconstruction is completed there is a surplus of funds, such funds shall be common funds of the Association to be used as directed by the Board.

9. USE AND ENJOYMENT OF THE COMMON AREA.

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

(i) The right of the Association to suspend the voting rights of a Member for any period during which any assessment against a Member and his or her Lot, as applicable, remains unpaid and for a reasonable period of time for an infraction of the Declaration, By-Laws, or rules and regulations;

(ii) The right of the Association to borrow money for the purpose of improving the Common Area, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Area; provided, however, the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for a Member or the holder of any Mortgage, irrespective of when executed, encumbering any Lot or other property located within the Subject Property (Any provision in this Declaration or in any such Mortgage given by the Association to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of any Lot or Member, or the holder of any Mortgage, irrespective of when executed, encumbering any Lot or other property located within the Subject Property.); and

(iii) The right of the Association to dedicate or transfer all or any portion of the Common Area subject to such conditions as may be agreed to by at least two-thirds (2/3) of the Member Lots.

10. ASSESSMENTS

(a) General. The Association shall have the power to levy assessments or dues against all Members as provided herein. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Common Area by the Members as may be more specifically authorized from time to time by the Board. Except as otherwise provided in Paragraphs (e), (g) and (j), each Member Lot subject to assessments hereunder is hereby allocated equal liability for Common Expenses.

(b) Creation of the Lien and Personal Obligation For Assessments. Each Owner of a Member Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii)

special assessments, such assessments to be established and collected as hereinafter established provided; and (iii) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed for violations of this Declaration, the By-Laws or the rules and regulations of the Association. All such assessments, together with charges, interest, at the rate of 10% per annum, costs, and reasonable attorney's fees actually incurred, shall be a charge on such Member Lot and shall be a continuing lien upon the Member Lot against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Member Lot at the time when the assessment fell due. Each Owner of a Member Lot and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include acceleration of the unpaid portion of any annual assessment for delinquent Owners upon ten (10) days written notice. No Member may exempt himself or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever, including, but not limited to, nonuse of the Common Area, the Association's failure to provide services or perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties.

(c) Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Member shall be in default. The annual assessment shall be due on such date as is established from time to time by the Board. The Board may provide that the annual assessment may be paid in installments.

i) If the annual assessment or any installment of the annual assessment is not paid in full by the date set forth by the Board or if any other charge is not paid within ten (10) days of the due date, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid may be imposed without further notice or warning to the delinquent Member and interest at the highest rate permitted by applicable law shall accrue from the due date.

ii) If part payment of assessments and related charges is made, the amount received shall be applied first to costs and attorney's fees, as applicable, then to late charges, then to interest, then to delinquent assessments, and then to current assessments.

iii) If assessments, fines or other charges, or any part thereof due from an Owner remain delinquent and unpaid for more than fifteen (15) days from the date due, a notice of delinquency may be given to that Owner stating that if the assessment or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board may accelerate and declare immediately due all of that Owner's unpaid installments of the annual assessment. If the Owner fails to pay all amounts currently due within ten (10) days of the date of the notice of delinquency, the Board may then accelerate and declare immediately due all installments of the annual assessment and of any special assessment, without any further notice being given to the delinquent Owner. Upon acceleration, that Owner shall thereby lose the privilege of paying the annual assessment in installments for that fiscal year.

(d) Computation of Operating Budget and Assessment. The initial annual Assessment for the first fiscal year, per Member Lot, of the Association shall be set by the Board of Directors and shall not exceed \$250.00. Thereafter at least thirty (30) days prior to the beginning of the Association's fiscal year, the Board shall prepare a budget covering the estimated costs of operating the Common Area during the coming year. The Board shall cause the budget and notice of the assessments to be levied against each Member Lot for the following year to be

delivered to each Member at least twenty-one (21) days prior to the Association's annual meeting. The budget and the assessment shall become effective unless disapproved at a duly called annual meeting by a vote of a Majority of the total Members; provided, however, if a quorum is not obtained at the annual meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at this meeting.

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

If assessments and other charges or any part thereof due from a Member remain unpaid more than thirty (30) days after the assessment payments first become delinquent, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, and the By-Laws, and suspend the Members right to use the Common Area (provided, however, the Board may not limit ingress or egress to or from the Lot).

(e) Special Assessments. In addition to the annual assessment provided for in subparagraph (d) above, the Board may at any time levy a special assessment against all Members for any purpose. Notice of a special assessment shall be sent to all Members following the Board's action. Special assessments levied by the Board shall become effective immediately upon approval by the Board, provided that the aggregate amount of special assessments levied against a Member in any fiscal year does not exceed the amount of the annual assessment levied against such Member pursuant to subparagraph (d) above for such year. If a special assessment levied by the Board would cause the aggregate amount of special assessments levied against a Member in a fiscal year to exceed the amount of the annual assessment per Member for such year, such special assessment shall become effective 90 days following the date on which it was approved by the Board unless a Majority of the eligible Owners of Member Lots vote to disapprove the special assessment at a special meeting called and conducted on or prior to the 90th day.

(f) Capital Budget and Contribution. 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 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 both to amount and timing by equal annual assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within the budget and assessment as provided in paragraph (d) above. A copy of the capital budget shall be distributed to each Member in the same manner as the operating budget. Capital contributions shall be levied in the same manner as annual and special assessments.

(g) Specific Assessments. In the discretion of the Board, any Association Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Member Lots or by the licensees or invitees of any such Member Lot or Member Lots, including but not limited to reasonable attorneys fees actually incurred by the Association, may be specially assessed against such Member Lot or Member Lots. Failure of the Board to exercise its

authority under this Paragraph shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to do so in the future.

(h) Surplus Funds and Common Profits. Common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of Common Expenses shall, at the Board's option, either be distributed equally to the Owners or credited to the next assessment chargeable to the Owners, or added to the Association's reserve account.

(i) Merger of Lots. An Owner who owns two (2) adjoining Member Lots may, upon prior written approval of the Board, have such Lots merged and treated as a single Member Lot for all purposes including, but not limited to, assessments and voting. Plats necessary to show the altered boundaries between the affected Member Lots shall be prepared and certified as to accuracy by a registered land surveyor approved by the Association and shall be executed on behalf of the Association to evidence its approval thereof. The requesting Owner shall be responsible for payment of all charges for preparation, execution and recordation thereof. The merger shall be effective upon recordation of approved plats and receipt by the Association of a copy thereof. Any Member Lot created by the merger of two (2) Member Lots may be subdivided to restore the original boundaries pursuant to the same procedure as that for merger. Once a merged Member Lot is subdivided, each Member Lot shown on the revised plat after subdividing shall be considered a separate Member Lot for all purposes, including, but not limited to, assessments and voting.

(j) Construction Fee. The Board shall have the authority to levy a construction/impact fee against Member Lots to cover damages and wear and tear of the roads and other portions of the Common Area caused by construction traffic and costs for any changes or improvements to the Common Areas necessary to accommodate the development of a Member Lot(s).

11. MORTGAGEE'S RIGHTS

(a) Mortgagee Approval of Actions. Unless at least two-thirds (2/3) of the first Mortgagees or at least two-thirds (2/3) of the Members give their consent, the Association shall not:

(i) by act or omission seek to abandon or terminate the Common Areas or the Association;

(ii) change the pro rata interest or obligations of any individual Member Lot for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards;

(iii) partition or subdivide any Member Lot;

(iv) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area (the granting of utility easements or easements for public purposes consistent with the intended use of the Common Area by the Association or architectural changes, as authorized herein, shall not be deemed a transfer within the meaning of this clause); or

(v) use hazard insurance proceeds for losses to any portion of the Common Areas for other than the repair, replacement, or reconstruction of such portion of the Common Areas. The provisions of this Paragraph shall not be construed to reduce the percentage vote that must be obtained from Mortgagees or Members where a larger percentage vote is otherwise required hereunder for any of the actions contained in this Paragraph.

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

(c) Mortgagee Notices. Upon written request to the Association, identifying the name and address of the holder and the Member Lot number or address, any holder of a first mortgage secured by a Member Lot in the Subject Property who has requested notice of certain items as set forth in this Declaration (hereinafter "Eligible Mortgage Holder") will be entitled to timely written notice of:

(i) any condemnation loss or any casualty loss which affects a material portion of the Subject Property or any Lot on which there is a first Mortgage held by such Eligible Mortgage Holder;

(ii) any delinquency in the payment of assessments or charges owed by an Owner of a Member Lot subject to a first Mortgage held by such Eligible Mortgage Holder which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Member Lot Owner of any other obligation under the Declaration or By-Laws which is not cured within sixty (60) days;

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

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

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

12. DURATION.

The covenants and conditions of this Declaration shall run with and bind the Subject Property and the Common Area in accordance with Official Code of Georgia Annotated § 44-5- 60(d) as may be amended.

13. AMENDMENT.

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

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

14. USE RESTRICTIONS.

Any covenants, conditions or restrictions, including, but not limited to those use restrictions which existed prior to the recording of this Declaration and the ability to enforce such restrictions, by any Person, shall not be altered, amended or affected by this Declaration. All Persons entitled to enforce such restrictions shall be entitled to continue to do so.

Each Member shall be responsible for ensuring that the Owner's family, guests, tenants and Occupants comply with all provisions of this Declaration, the By-Laws and the rules and regulations of the Association as each applies to the Common Areas. Furthermore, each Member and Occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Member's family, guests, tenants or Occupants, the Association may take action under this Declaration against the Member as if the Member committed the violation in conjunction with the Member's family, guests, tenants or Occupants.

Use restrictions regarding use of the Common Areas are as follows and also as may be adopted by the Board in rules and regulations and as specified in the By-Laws:

(a) **Prohibition of Damage, Nuisance and Noise.** Noxious, destructive or offensive activity shall not be carried on upon the Subject Property. Each Member shall refrain from any act or use of the Subject Property which could reasonably cause embarrassment, discomfort, nuisance (as defined in Georgia law) or annoyance to other Members or their guests, tenants or invitees. No Member may use or allow the use of the Subject Property in any way or for any purpose which may endanger the health or unreasonably annoy or disturb other Members, their guests, tenants or invitees or in such a way as to constitute, in the Board's sole opinion, a nuisance. Nothing herein, however, shall be construed to affect the rights of an aggrieved Member to proceed individually for relief from interference with his or her property or personal rights.

15. ASSOCIATION MAINTENANCE RESPONSIBILITY.

The Association shall maintain, keep in good repair and, in the Board's discretion, improve, the Common Area. This maintenance shall include, without limitation, the maintenance, and repair, and subject to any insurance then in effect, the replacement of the Common Area, including landscaping, grass areas, private roads and other improvements situated on the Common Area. The Association shall have the right, but not the obligation, to maintain other property not owned by the Association where the Board has determined that such maintenance would benefit the Members.

16. GENERAL PROVISIONS.

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

damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

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

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

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

17. SEVERABILITY.

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