RETURN TO:
Country Lake HOA, Inc.
P.O. Box 143089
Fayetteville, GA 30214

Doc ID: 008398060057 Type: GLR
Filed: 09/14/2010 at 01:30:00 PM
Fee Amt: $122.00 Page 1 of 57
Fayette, Ga. Clerk Superior Court
Sheila Studdard Clerk of Court
BK 3676 PG 63-119

AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR COUNTRY LAKE HOME OWNERS ASSOCIATION, INC.

WHEREAS, a Declaration of Protective Covenants for Country Lake Home Owners Association, Inc. was recorded on April 15, 1988, in Deed Book 495, Page 375, *et seq.*, Fayette County, Georgia Land records (hereinafter referred to as the "Original Declaration") as may be amended; and

WHEREAS, Article XIII, Section 4 of the Original Declaration provides that the Original Declaration may be amended by the affirmative vote or written consent, or any combination thereof of Owners representing at least two-thirds (2/3) of the total Country Lake Home Owners Association ("Association") vote and the consent of the Declarant, so long as the Declarant has the opinion unilaterally to subject additional property to this Declaration as provided in Article X of the Declaration; and

WHEREAS, Owners of the Association representing at least two-thirds (2/3) of the total Association vote desire to amend the Original Declaration and have approved this Amendment; and

WHEREAS, the consent of the Declarant is not required as the Declarant no longer has the option unilaterally to subject additional property to this Declaration; and

WHEREAS, in accordance with Article VI, Section 4 of the Bylaws of Country Lake Home Owners Association, Inc. ("Original Bylaws"), the Original Bylaws may be amended pursuant to the amendment provisions located in the Declaration; and

WHEREAS, Owners of the Association representing at least 2/3 of the total Association vote desire to amend the Original Bylaws and have approved this amendment; and

NOW, THEREFORE, the Original Declaration, the Original Bylaws, and all exhibits thereto, are hereby stricken in their entirety and this Declaration is simultaneously substituted therefore:

TABLE OF CONTENTS

TABLE OF CONTENTS

TABLE OF CONTENTS

TABLE OF CONTENTS

TABLE OF EXHIBITS

DECLARATION OF PROTECTIVE COVENANTS FOR COUNTRY LAKE HOMEOWNERS' ASSOCIATION, INC.

THIS DECLARATION is made on the date hereafter set forth by the Homeowners Association for Country Lake [sm], which is a residential property owners' development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, *et seq.* (Michie 1982), as may be amended.

Article I.
DEFINITIONS

Unless the context otherwise requires, the following terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall be defined as set forth in this Paragraph 2. Otherwise, the terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Act or the Georgia Nonprofit Corporation Code.

Section 1. **Act** means the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, *et seq.* (Michie 1982), as may be amended.

Section 2. **Architectural Review Board** or **ARB** mean the committee established to exercise the architectural review powers set forth herein, which shall be the Board of Directors of the Association unless the Board appoints a separate Architectural Review Board.

Section 3. **Area of Common Responsibility** means the Common Property, together with those areas, if any, which by the terms of this Declaration or by contract or agreement with any other Person become the maintenance responsibility of the Association. Any public rights-of-way within or adjacent to the Community may be considered by the Board of Directors to be part of the Area or Common Responsibility.

Section 4. **Articles of Incorporation or Articles** means the Articles of Incorporation of Country Lake Home Owners Association, Inc., filed with the Secretary of State of Georgia.

Section 5. **Association** means Country Lake Home Owners Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

Section 6. **Association Legal Documents** means this Declaration and all exhibits hereto, the Bylaws, the Articles of Incorporation, the plats and all rules and regulations and architectural guidelines for the Association, all as may be supplemented or amended.

Section 7. **Board or Board of Directors** means the body responsible for management and operation of the Association.

Section 8. **Bylaws** mean the Bylaws of Country Lake Home Owners Association, Inc., attached to this Declaration as Exhibit "B" and incorporated herein by this reference.

Section 9. **Common Property** means any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.

Section 10. **Common Expenses** means the expenses incurred or anticipated to be incurred for the general benefit of all Lots, including, but not limited to, those expenses incurred for maintaining, repairing, replacing, and operating the Common Property.

Section 11. **Community** means that real estate which is submitted to the Act and the provisions of this Declaration, as described in Exhibit "A" attached hereto and incorporated herein by

reference. The Community is a residential property owners' development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, *et seq.* (Michie, 1982), as may be amended.

Section 12. **Community-Wide Standard** means the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors and the Architectural Review Board.

Section 13. **Declaration** means this Declaration of Protective Covenants and Easements for Country Lake.

Section 14. **Director** means a member of the Association's Board of Directors.

Section 15. **Effective Date** means the date that this Declaration is recorded in the Fayette County, Georgia land records.

Section 16. **Eligible Mortgage Holder** means a holder of a first Mortgage secured by a Lot who has submitted a request in writing to the Association to be deemed an Eligible Mortgage Holder. Such notice must include the mortgage holder's name and address and the Lot number or address of the property in the Community secured by such mortgage.

Section 17. **Lot** means a portion of the Community intended for ownership and use as a single-family dwelling site subject to this Declaration, as shown may be on the Plats for the Community recorded in the Fayette County, Georgia land records.

Section 18. **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.

Section 19. **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.

Section 20. **Mortgagee** or **Mortgage Holder** means the holder of any Mortgage.

Section 21. **Occupant** means any person staying overnight in a dwelling on a Lot for a total of more than 30 days, either consecutive or nonconsecutive, in any calendar year.

Section 22. **Officer** means an individual who is elected by the Board of Directors to serve as President, Vice President, Secretary, or Treasurer, or to hold such other office as may be established by the Board of Directors.

Section 23. **Owner** means the record titleholder of a Lot, but shall not include a Mortgage Holder. For purposes hereof, the holder of a tax deed on a Lot shall be deemed the Owner thereof, notwithstanding the fact that there may exist a right of redemption of such Lot.

Section 24. **Person** means any individual, corporation, limited liability company, firm, association, partnership, trust, or other legal entity.

Section 25. **Plats** mean those plats of survey relating to the Community filed in Plat Book 19, Page 23 of the Fayette County, Georgia land records. All of the Plats of survey are incorporated herein by this reference.

Section 26. **Violator** means any Owner who violates the Association Legal Documents and any Owner's family member, guest or Occupant who violates such provisions; provided, however, if an Owner's family member, guest or Occupant violates the Association Legal Documents, the Owner of the relevant Lot also shall be considered a Violator.

Article II
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Submitted Property

The real property in the Community subject to this Declaration and the Act is located in Land Lots 220 and 229 of the 13th District of Fayette County, Georgia, being more particularly described in Exhibit "A" attached to this Declaration, and incorporated herein by this reference and as may be shown on the Plats.

Section 2. Additional Property

Any property shown on any Plat, which property has not been submitted to the Declaration, may be submitted to the Declaration by recording a consent form executed by the owner of such property and by the Board of Directors. Other property not shown on any Plat may be submitted to this Declaration with the approval of Owners holding at least a majority of the eligible vote of the total Association membership and by recording a consent form executed by the owner of such property and by the Board of Directors.

Article III
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership

The Association shall have one class of membership. Each Lot Owner shall be a member of the Association. This does not include persons who hold an interest merely as security for the performance of an obligation. The giving of a security interest shall not terminate an Owner's membership. No Owner, whether one or more Persons, shall have more than one membership per Lot owned in the Community. An Owner's spouse or Domestic Partner may exercise all membership rights and privileges of the Owner.

Section 2. Voting

The Owner(s) of the Lot shall be entitled to one equally weighted vote for such Lot, which vote may be exercised and suspended as provided in this Declaration and the Bylaws.

Article IV
ASSESSMENTS

Section 1. Purpose of Assessment

The Association shall have the power to levy assessments as provided herein and in the Act. Assessments shall be used for any purpose the Board of Directors determines will benefit the Owners or the Community.

Section 2. Creation of the Lien and Personal Obligation for Assessments

Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments and other charges levied pursuant to this Declaration and the Bylaws.

All assessments and charges levied against a Lot and its Owner, together with interest, costs and reasonable attorneys' fees actually incurred (including post-judgment attorneys' fees, costs and expenses), and rents (if the Board of Directors so elects), in the maximum amounts permitted under the Act, shall be: (a) a charge and a continuing lien against such Lot; and (b) the personal obligation of the Person who is the Owner of the Lot on the due date of the assessment. Each Owner 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 of the Lot. The Association, in the Board's discretion, may record a notice of such lien in the Fayette County, Georgia land records evidencing the lien created under the Act and this Declaration. The lien provided for herein shall have priority as provided in the Act.

Assessments shall be paid in such manner and on such dates as determined by the Board of Directors. No Owner may exempt himself or herself from liability, or otherwise withhold payment of assessments, for any reason whatsoever.

Section 3. Delinquent Assessments

All assessments and charges not paid on or before the due date shall be delinquent, and the Owner shall be in default. In addition to the powers set forth below for collection of unpaid assessments and charges, the Association shall be entitled to exercise all other rights and remedies provided by law and in equity to satisfy an Owner's debt.

If any assessment or charge, or any part or installment thereof, is not paid in full within 10 days of the due date, or such later date as may be provided by the Board of Directors:

A. A late charge equal to the greater of $10.00 or 10% of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner;

B. Interest at the rate of 10% per annum, or such higher rate as may be authorized by the Act, shall accrue from the due date;

C. The Board may accelerate and declare immediately due any unpaid installments of that Owner's assessments and charges. Upon acceleration, the Owner shall lose the privilege of paying such assessments and charges in installments, unless the Board otherwise reinstates such privilege in writing. If the Association has pending legal action against an Owner for unpaid assessments or charges, then no notice shall be required to accelerate unpaid installments of any annual or special assessments that come due during any fiscal year after such legal action commences, until all amounts owed are paid in full or the Board otherwise reinstates such privilege in writing; and

D. The Association may bring legal action to collect all sums owed under the Declaration and Georgia law.

If assessments or other charges, or any part thereof, remain unpaid more than 30 days after the due date, the Owner's right to vote and use the Common Property are suspended automatically until all amounts owed are paid in full or the Board of Directors otherwise reinstates such rights in writing; provided, however, the Board may not deny ingress or egress to or from a Lot.

If part payment of assessments or other charges is made, the amount received may be applied first to post-judgment attorneys' fees, costs and expenses, then to costs and attorneys' fees not reduced to a judgment, then to interest, then to late charges, then to delinquent assessments and then to current assessments. Late charges may be assessed on delinquencies that are created by the application of current payments to outstanding delinquent assessments or charges.

Section 4. Computation of Operating Budget and Assessment

To establish the annual assessment for a fiscal year, the Board of Directors shall prepare a budget covering the estimated costs of operating the Community, which may include a reserve contribution as provided below. The Board shall provide the budget to the Owners at least 21 days before the due date of such assessment, or the first installment thereof. The budget and the assessment shall become effective unless, before the due date of such assessment, a majority of the total Association membership votes to disapprove them at a duly called membership meeting.

If the membership disapproves the proposed budget or the Board of Directors fails for any reason to determine a new budget, the budget then in effect shall continue until a new budget is adopted as provided herein. The Board may adopt an adjusted budget at any time during the year following the procedure specified above.

The budget shall not operate as a limitation on expenditures by the Board of Directors. The budget is merely an estimate of Common Expenses on which the Board establishes the annual assessment.

Section 5. Special Assessments

In addition to all other assessments and charges provided for herein, the Board of Directors may levy a special assessment against all Owners for any purpose. Special assessments totaling more than $500 per Lot in any fiscal year must first be approved by at least a majority of those Owners either voting by written consent or ballot pursuant to the Bylaws, or at least a majority of those Owners present or represented by proxy at a duly called meeting of the members, notice of which shall specify the purpose of such meeting.

Section 6. Specific Special Assessments

Notwithstanding the above, the Board of Directors shall have the power to levy specific special assessments pursuant to Section 44-3-225(a) of the Act as, in its discretion, it shall deem appropriate. Failure of the Board to do so 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.

Section 7. Membership Fees

In addition to the other assessments authorized herein, the initial Owner and his or her successors-in-title, upon taking title to the Lot, shall be required to pay a nonrefundable, one-time amenity fee to the Association. The amount of the amenity shall be established by the Association's Board of Directors, as may be modified from time to time.

Section 8. Capital Contribution Assessment Upon Transfer of Lots

In addition to all other assessments and charges provided for herein, upon any conveyance or transfer of a Lot, other than to the spouse or heir of the Owner, the purchaser or grantee thereof shall be assessed and be subject to a non-refundable, non-prorated capital contribution assessment ("Capital Contribution Assessment").

The Capital Contribution Assessment shall be an amount established by the Association's Board of Director, which may be modified as time demand appropriate.

Section 9. Foreclosure Administration Fee

It is recognized that foreclosures of mortgages on Lots create substantial administrative and other burdens on the Association. These additional burdens on the Association include, but are not limited to, having to monitor the status of mortgages and legal periodicals to determine when foreclosures occur, searching the Fayette County, Georgia land records to determine the names of the purchasers at foreclosure sales, contacting the foreclosure purchasers/owners regarding foreclosure-purchaser responsibilities and assessment obligations and updating Association records multiple times to deal with just a single Lot. Pursuant to this Declaration and Section 44-3-225(a) of the Act, the Association is authorized to assess individual Owners certain fees and expenses occasioned by the benefiting just those Owners or those Owners' Lots. In accordance with these provisions, and in addition to annual assessments, special assessments, and other charges provided for in this Declaration, any Person who acquires a Lot at a foreclosure sale of the mortgage on such Lot, or by deed in lieu of a foreclosure, will be required to pay the Association a Foreclosure Administration Fee of $1,000 at the time the foreclosure

deed or deed in lieu of foreclosure is recorded in the Fayette County, Georgia records. The Foreclosure Administration Fee shall constitute a specific assessment as described in this Declaration.

Section 10. Statement of Account

Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments and charges due and unpaid, including but not limited to any late charges, interest, fines, attorneys' fees or other charges against such Lot. The Association shall respond in writing within five business days of receipt of the request for a statement; provided, however, the Association may require the payment of a reasonable fee, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein, if such statement is reasonably relied upon in connection with the issuance of any Mortgage on such Lot.

Article V
MAINTENANCE

Section 1. Association's Responsibility

The Association shall maintain, keep in good repair, replace and, at the Board of Directors' discretion, improve or alter the Common Property. This maintenance obligation shall include amenities, paved access and parking areas, greenbelts, trees, shrubs, grass, walks, drives, entry features, medians, cul-de-sac islands, and all originally installed street signs and or lamp posts; and other improvements located on the Common Property. The Association shall also maintain and keep in good repair all water and sewer pipes or facilities which serve the Common Property, to the extent that such pipes and facilities are not maintained by public, private, or municipal utility companies.

The Association shall also maintain all lakes and ponds in the Community; including, but not limited to, inspecting and maintaining dams (excluding any road surface or bridge structure constructed on or above any dam which shall be the maintenance responsibility of Fayette County) and any public dock or dock area. The Association shall also be responsible to stock lakes and ponds with fish as approved by the Board of Directors.

The Association shall have the right, but not the obligation, to maintain public rights of way adjacent to the Community and other property not owned by the Association, if the Board of Directors in its sole discretion, determines that such maintenance would benefit the Community. At any point thereafter, the Board can cease to maintain such property and such maintenance obligation will revert back to the party originally responsible therefore.

The foregoing maintenance shall be performed consistent with the Community-Wide Standard.

If, during the course of performing its maintenance responsibilities hereunder, the Board discovers that maintenance, repair or replacement is required of an item which is the Owner's responsibility, and such maintenance, repair or replacement must be performed for the Association to properly complete its maintenance project, then the Association may perform such work on behalf of the Owner and at the Owner's sole expense, without prior notice to the Owner, such being deemed an emergency situation hereunder.

If the Board of Directors determines that the need for maintenance or repair on the Common Property is caused through the willful or negligent act of any Owner or Occupant or his or her family, guests, tenants, or invitees, then the Association may charge the cost of any such maintenance, repair, or replacement as a specific special assessment against the Owner's or Occupant's Lot and the Owner thereof.

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

Section 2. Owner's Responsibility

Each Owner shall maintain and keep his or her Lot and dwelling in good repair, condition and order. This maintenance obligation shall include, but not be limited to, roofs, gutters, downspouts, exterior building surfaces, foundations and foundation walls, windows, doors, trees, shrubs, grass, walks, walls and other improvements on the Owner's Lot. In addition, each Owner shall maintain any public right-of-way located between the Owner's Lot and the curb of the street(s) bordering such Lot. Such maintenance shall be performed consistent with this Declaration and the Community-Wide Standard established pursuant hereto. Each Owner shall perform his or her responsibility hereunder in such manner so as not to unreasonably disturb other Lot Owners.

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Property by an Owner or Occupant which is the responsibility of the Association hereunder (including, but not limited to landscaping of Common Property) shall be performed at the sole expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

Section 3. Failure to Maintain

If the Board of Directors determines that any Owner has failed or refused to discharge properly his or her maintenance, repair or replacement obligations pursuant to this Paragraph, then the Association shall give the Owner written notice of: (1) the Owner's failure or refusal; (2) the Association's right to provide necessary maintenance, repair, or replacement at the Owner's sole cost and expense; and (3) the maintenance, repair, or replacement deemed necessary by the Board.

Unless the Board determines that an emergency exists or a violation is re-occurring for which notice previously has been issued hereunder, the Owner shall have 10 days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within 10 days. If the Board determines that an emergency exists, a violation is reoccurring for which notice has been previously issued hereunder or an Owner has not complied with the demand given by the Association hereunder, the Association may provide any such maintenance, repair or replacement, the costs of which shall be a specific special assessment against the Owner and the Lot.

Section 4. Maintenance Standards and Interpretation

The Board of Directors may establish, interpret and enforce maintenance standards for the Community. These standards may vary over time, however, the variances may not constitute a waiver by the Board of the right to establish and enforce maintenance standards under this Paragraph. No Board decision or interpretation regarding maintenance standards shall constitute a binding precedent with respect to subsequent Board decisions or interpretations.

Article VI
ARCHITECTURAL CONTROLS

The Board of Directors of the Association has the authority to exercise the architectural review powers set forth herein and/or to appoint a separate Architectural Review Board.

Section 1. Architectural Review Board

The Architectural Review Board ("ARB") shall constitute a standing committee of the Association. The ARB shall consist of the Board of Directors unless the Board of Directors delegates to other Persons the authority to serve on the ARB. The Board of Directors may divide the ARB into two subcommittees with one subcommittee having jurisdiction over modification and the other having jurisdiction over new construction.

All structures constructed on any portion of the properties shall be designed by and built in accordance with the Country Lake Architectural Guidelines and all such necessary plans and specifications shall be certified by a licensed architect.

Section 2. Limitation on Exterior Modifications

Except as otherwise provided herein, no Owner, Occupant, or any other person may, without written approval of the Board or ARB:

(a) Construct any dwelling or other improvement on a Lot;

(b) Make any change or alteration that affects the exterior appearance of the Lot; or

(c) Erect, place or post any object or thing on the Lot that affects the exteriorb appearance of the Lot.

Additionally, no modification shall encroach onto the Common Property unless expressly approved in writing by the Board.

Section 3. Standards and Interpretation

The Board of Directors may establish, amend and publish written Community-Wide Standards for modifications that affect the exterior appearance of Lots. These standards may vary for different parts of the Community, based on street visibility and location of the proposed modification or Lot. Any standards established by the Board hereunder may be amended or vetoed by a majority of the total Association vote. No Board decision or interpretation regarding such standards shall constitute a binding precedent with respect to subsequent Board decisions or interpretations.

Section 4. Application Process and Review

The Board of Directors may establish procedures, forms, conditions, and requirements for the submission of applications for modifications to the exterior appearance of a Lot. Such applications shall be in writing and, unless otherwise provided by the Board, submitted to the ARB. If the application requests any variance from provisions of this Declaration or published Community-Wide Standards related to the exterior appearance of the Log, the Owner must expressly identify such variance in the application. No approval issued hereunder shall authorize such a variance unless that variance is expressly identified in the application and specifically approved in writing by the Board or ARB.

Except as may otherwise be determined by the Board, the ARB or its designated representative shall be the sole arbiter of such application.

The standard for approval of such modifications shall include, but not be limited to: (1) aesthetic consideration; (2) materials to be used; (3) compliance with the Community-Wide Standards; this Declaration, or the design standards which may be established by the Board; (4) harmony with external design of the existing dwellings, Lots and structures, and the location in relation to surrounding structures and topography; and (5) any other matter deemed to be relevant or appropriate by the Board or ARB. The Board or ARB shall approve any request that it determines, in its reasonable discretion, to be in substantial compliance with such standard for approval.

Section 5. Ruling on Application

If the Board or ARB fails to approve or to disapprove such application within 45 days after the application and all required information have been submitted, the Owner submitting the application may issue written notice, via certified mail, to the Association President, informing the President of the Owner's intent to proceed with the modification as identified in the application. Unless the Association issues a written disapproval of the application within 10 days of receipt of the Owner's notice, the approval will not be required and this subparagraph will be deemed complied with as to the items specifically identified in the application. However, even if the requirements of this subparagraph are satisfied, nothing herein shall authorize anyone to construct or maintain any modification that is otherwise in violation of the Association Legal Documents, or of any applicable zoning or other laws. Except as provided in this subparagraph, no approval of a modification shall be valid unless issued in writing. Owners may not rely on any verbal approval or statements from any person as the approval required for a modification.

Section 6. Appeal

If the ARB does not consist of the Board of Directors, and the ARB disapproves any application or part thereof, an Owner may, in writing, appeal the ARB's decision to the Board. The notice of appeal must be sent to the Board by certified mail and received by the Board within 14 days from the date of the ARB's disapproval notice, or the decision of the ARB shall become final and all rights of appeal shall terminate. Within 45 days of receipt of a timely appeal, the Board shall approve, disapprove, or conditionally approve the Owner's application, and such ruling shall be final and binding on the Owner.

Section 7. Commencement and Completion of Construction

All modifications approved hereunder much be commenced within six months from the date of approval, or such approval shall be deemed revoked, unless the Board or ARB gives a written extension for commencing the work. All work approved hereunder shall be completed in its entirety within one year from the date of commencement, unless otherwise agreed in writing by the Board or ARB.

Section 8. Professional Consultants and Fees

The Board of Directors shall be authorized to charge, as a specific special assessment, against any Owner and Lot: (1) a reasonable administrative fees for review of modifications on, or submitted plans for, such Lot; and (2) reasonable fees for any architect, engineer or other professional consultant engaged by the Board to assist with review of modifications on, or submitted plans for, such Lot. Any professional consultant fees shall constitute specific assessments as described in this Declaration.

Section 9. Limitations of Liability

The Association, Board of Directors, ARB, and members thereof, are not responsible for ensuring, and shall not be held liable for any injury, damage or loss arising out of: (1) the quality, structural integrity or soundness of any modification on a Lot; or (2) any modification's compliance with building codes, zoning regulations or other governmental requirements.

Article VII
USE RESTRICTIONS

Each Owner shall be responsible for ensuring that the Owner's family, guests, tenants and Occupants comply with all provisions of the Association Legal Documents. In addition to the following use restrictions, the Board of Directors may establish rules and regulations in accordance with the terms hereof and as specified in the Bylaws.

Section 1. General Use

Except for the use restrictions contained in this Article, which shall only be amended pursuant to Article XIII, Section 4, the Board of Directors may, from time to time, without consent of the members, promulgate, modify, or delete use restrictions and rules and regulations applicable to the Lots and the Common Property. This authority shall include, but shall not be limited to, the right to limit the type and size and to set the maximum and minimum speeds of the vehicles within the Community. The Board shall also have the authority to impose all other necessary traffic and parking regulations and to restrict the maximum noise levels of vehicles in the Community. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, cancelled, or modified in a regular or special meeting by the vote of Owners holding a majority of the total votes in the Association.

Section 2. Residential Use

All Lots shall be used for single-family residential purposes exclusively. No business or business activity shall be carried on in or upon any Lot at any time except with the written approval of the Board. Leasing of a Lot shall not be considered a business or business activity. However, the Board may permit a Lot to be used for business purposes so long as such business, in the sole discretion of the Board, does not otherwise violate the provisions of the Declaration, Bylaws, or applicable zoning, does not create a disturbance and does not unduly increase traffic flow or parking congestion. The Board may issue rules regarding permitted business activities.

Section 3. Sex Offender Occupancy

No person who is adjudicated to be a sexual predator or a habitual sex offender and required to register with a designated registering agency, thereby requiring notice to be given pursuant to the Georgia Sex Offenders Act or similar statute from another jurisdiction, as the same may from time to time be amended, may reside in or occupy a residence and/or enter onto or remain in or on the property for any length of time. Any violation of this restriction shall subject the Owner and/or any Occupant of the property to any and all remedies provided by law as well as this Declaration. The Association shall not, however, be liable to any Owner or Occupant, or anyone visiting any Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction.

Section 4. Subdivision of Lots

No Lot may be subdivided or its boundaries changed without the prior written approval of the Board of Directors.

Section 5. Use of Common Property

There shall be no obstruction of the Common Property, nor shall anything be kept, parked or stored on or removed from any part of the Common Property without the express written consent of the Board of Directors. The Association may remove and either discard or store any unauthorized personal property left or kept on the Common Property and the Association shall have no obligation to return, replace or reimburse the owner for such property. The Association is not liable to any Person for any loss of, theft of, or damage to any personal property.

The Board may allow an Owner or Occupant to temporarily reserve portions of the Common Property. Such Owner or Occupant, on behalf of himself and his or her guests and family, assumes all risks associated with such use of the Common Property and all liability for any damage or injury to any person or property as a result of such use. The Association shall not be liable for any damage or injury resulting from such use.

Section 6. Firearms

The display or discharge of firearms on the Common Property is prohibited, except: (1) by law enforcement officers; and (2) to transport lawful firearms across the Common Property to or from a Lot. The term "firearms" includes, but is not limited to, any device which will or can be converted to expel a projectile by the action of an explosive or electrical charge or by the action of compressed air. Examples of "firearms" as described in this section include, but are not limited to handguns, rifles, shotguns, stun guns, tasers, "B-B" guns, pellet guns and paintball guns. Additionally, cross-bows and arrows shall be considered a "firearm" pursuant to this Declaration.

Section 7. Animals and Pets

No Owner or Occupant may keep any animals other than a reasonable number of generally recognized household pets in the Community, as determined in the sole discretion of the Board of Directors. No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose in the Community. Pets may not be left unattended outdoors. Dogs must be kept on a leash and be under the physical control of a responsible person at all times while outdoors in areas that are not fully contained by an electronic fence. Feces left by pets on Common Property or on any Lot must be removed promptly by the owner of the pet or the person responsible for the pet.

No potbellied pigs are permitted in the Community. No animals that the Board determines to be dangerous may be brought onto or kept in the Community. If the Board determines that an Owner's or Occupant's pet endangers any person or other pet or creates a nuisance or unreasonable disturbance in the Community, the Board may require that the pet be permanently removed from the Community upon seven days' written notice to such Owner or Occupant. If the Owner fails to comply with such notice, the Board may remove the pet and/or obtain a court order requiring the Owner or Occupant to do so. Notwithstanding the above, the Board may remove any pet without prior notice to the pet's owner if, in the Board's sole discretion, the pet presents an immediate danger to health, safety or property in the Community.

Any Owner or Occupant who keeps or maintains any pet in the Community agrees to indemnify and hereby holds harmless the Association, its Directors, Officers, and agents, from any loss, damage, claim or liability of any kind or character whatsoever related to such pet. The Board may establish additional rules regarding pets in the Community, which may include restrictions on the breeds, number and/or size of permitted pets.

Section 8. Parking and Garages

Parking shall be permitted only in the garage or in the parking area or driveway serving each Log and then subject to such reasonable rules and regulations as the Board of Directors adopt. Vehicles only may be parked in garages, driveways on Lots, designated parking spaces, or other areas authorized in writing by the Board. Vehicles may not be parked on any grass or landscaped areas on Lots. No Owner or Occupant may keep or bring into the Community more than a reasonable number of vehicles per Lot, as determined in the sole discretion of the Board of Directors. All commercial vehicles, trucks, tractors, mobile homes, trailers (either with or without wheels), motor homes, recreational vehicles, campers, camper trailers, boats and other watercraft, and boat trailers must be parked entirely within a garage unless otherwise permitted by the Board. Disabled and/or stored vehicles shall not be kept on any Lot unless parted entirely within a closed garage so as not to be visible from the street or neighboring Lots. For purposes of this Section, a vehicle shall be considered "disabled" if it does not have a current operating license or is obviously inoperable, and a vehicle shall be considered "stored" if it is put on

blocks or covered with a tarpaulin and is not removed from the Lot for a period in excess of five (5) days. The Board of Directors of the Association may promulgate rules and regulations which further restrict parking in the community.

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

Boats, jet-skis, trailers, buses, taxis, hearses, recreational vehicles, motor homes, campers, panel trucks, trucks with a cargo-load capacity of one or more, full-sized vans (excluding vans used by handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Georgia Department of Motor Vehicles), vehicles containing visible evidence of commercial use (such as tool boxes, tool racks, ladders, ladder racks or tow winches), and vehicles with commercial writings on their exteriors (except for law enforcement vehicles marked as such) are also prohibited from being parked in the Community, except: (1) in garages or as otherwise approved by the Board; or (2) in case of service vehicles, on a temporary basis during daytime business hours or during emergencies for the purpose of serving a Lot. The Board may establish additional rules regarding vehicles and parking in the Community, which may include restrictions on the number of vehicles which may be parked in the Community.

If any vehicle is parked in the Community in violation of this Paragraph or the Association's rules, the Board or agent of the Association may tow or boot the vehicle after 24 hours written notice. Such notice shall: (1) be placed on the vehicle; (2) specify the nature of the violation; (3) warn of possible towing or booting; and (4) state the name and telephone number of a person to contact regarding the violation. If 24 hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six months of such notice, the Board or agent of the Association may have the vehicle towed or booted in accordance with the original notice and without further notice. If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or Occupant's Lot or dwelling, is obstructing the flow of traffic, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed or booted immediately.

The Association has no liability for any towing or booting in accordance with the subparagraph. Each Owner and Occupant hereby releases and holds harmless the Association, its Directors, Officers, agents and representatives, for any claim or damage from any such towing or booting. The Association's right to tow or boot is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines.

Section 8. Signs

Except as may be provided for herein or as may be required by legal proceedings or any governmental construction permitting process, no signs, advertising posters, political placards or billboards of any kind shall be erected, placed, or permitted to remain in the Community without the prior written consent of the Board of Directors or ARB, other than: (1) professional security sign not to exceed six inches by six inches in size displayed on a Lot; and (2) professionally lettered "For Sale" sign not to exceed 24" by 30" in size displayed on a Lot being offered for sale. The Board may establish rules permitting temporary signs on Lots announcing open houses, births, birthdays, graduation, political candidate endorsements or other events for limited periods of time. The Board shall have the right to erect signs on the Common property.

Section 9. Rubbish and Trash

Owners and Occupants shall regularly remove all rubbish and trash from the Lot. No rubbish or trash shall be placed on the Common Property, except as provided herein. Rubbish and trash shall be disposed of in appropriate sealed bags and placed in proper receptacles for collection. Receptacles should not be placed at the curb or in the street more than 12 hours prior to scheduled pick-up and should be removed no later than 12 hours after.

Section 10. Unsightly or Unkempt Conditions

Owners and Occupants are prohibited from engaging in activities which cause disorderly, unsightly or unkempt conditions on the Common Property or outside of a dwelling in the Community, such as the assembly and disassembly of motor vehicles and other mechanical devices. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the dwelling. Only appropriate outdoor items, such as neatly stacked firewood, potted plants, patio furniture and grills may be kept outside the dwelling on any Lot. Owners and Occupants shall maintain such items in a neat and attractive condition, as determined in the Board's sole discretion.

Section 11. Drainage

Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. Each Owner and Occupant shall ensure that any drainage grating and/or headwalls on the Owner's Lot are clear of obstruction and debris. Furthermore, no Owner or Occupant may obstruct or re-channel the drainage flows across the Owner's Log.

Except for sprinkler or irrigation system installed, constructed, or operated by the Association, no sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes ponds, canals, or other waterways within the community shall be installed, constructed or operated within the Community. An Owner may install a sprinkler or irrigation system on his or her Lot which draws from a municipal water source, if such a system is installed after obtaining prior written approval of the AFB.

Section 12. Leasing

Lots may be leased for residential purposes. No Lot shall be leased for a period of less than one (1) year.

Section 13. Occupants Bound

All provisions of the Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupant of any Lot.

Section 14. Erosion Control; Contamination

No Owner or Occupant shall engage in any activity which creates erosion or siltation problems or causes contamination of or damage to any stream, water course or any other Lot in the Community. Each Owner and Occupant shall be liable for all damages and restoration costs resulting from such unauthorized activity.

Section 15. Impairment of Easements

No Owner or Occupant shall impair any easement existing in the Community, or do any act or allow any condition to exist which will adversely affect the other Lots or their Owners or Occupants.

Section 16. Sight Distance at Intersections

All property located at street intersections shall be landscaped and kept so as to permit safe sight across the street corners. No vehicle, fence, wall, hedge, shrub, tree or other landscaping shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 17. Mailboxes

All mailboxes and mailbox posts must conform to the standards established by the Board of Directors Architectural Review Board. Only one mailbox may be located on each Lot. The Owner shall replace or restore any destroyed or damaged mailbox on the Lot. The Board may require reasonable modifications or upgrades to mailboxes and mailbox posts to meet revised community standards.

Section 18. Yard Sales

No yard sale, garage sale, flea market or similar activity shall be conducted in the Community without the prior written consent of the Board of Directors and subject to all reasonable conditions that the Board may impose. However Owners and Occupants may conduct estate sales or similar sales entirely within their dwellings not more than once in any 12 month period.

Section 19. Garages

If garage space is available, Owners and Occupants should park their cars and other motor vehicles in the garages before parking in the driveway. Garage doors should remain closed when not in use for ingress, egress, or when the Owner or Occupant is not outside on the Lot. No garage may be altered in such a manner that the number of automobiles which may reasonably be parked therein after the alteration is less than the number of automobiles that could reasonably have been parked in the garage as originally constructed.

Section 20. Storage Pods, Tents, Trailers and Temporary Structures

Storage pods or storage trailers are prohibited from placement in driveways, or any grass or landscaped areas, or other areas on Lots unless authorized in writing by the Board. With the authorization of the Board, storage pods or storage trailers may remain on Lots for no more than 30 days within a six-month period. If any storage pod or storage trailer is placed in the Community in violation of this Paragraph or the Association's rules, the notice and towing procedures set forth in 9(Article VII, Section 8) apply and the storage pod or storage trailer may be towed or booted in accordance therewith. No tents or structures of a temporary nature such as a shack or utility shed shall be placed or maintained on any part of the Community.

Section 21. Window Treatment

Unless otherwise approved in writing by the Board of Directors, all windows on a dwelling on a Lot which are exposed to a street or another dwelling shall adhere to the following guideline for appropriate window treatments: any portion of window shades, drapery linings, and other window treatments visible from the exterior of a Lot shall be white or off-white. No reflective material shall be used on any windows for sunscreens, blinds, shades, or any other purposes.

Section 22. Antennas and Satellite Dishes

Except as provided below or otherwise approved by the Board of Directors, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors in any portion of the Community. Direct broadcast satellite ("DBS") antennas and multi-channel multi-point distribution services ("MMDS") one meter or less in diameter and television broadcast service antennas may be installed in accordance with rules and regulations of the Federal Communication Commission ("FCC") and the Association. Any such

devices shall be installed in the least conspicuous location available on the Lot that permits reception of an acceptable quality signal.

Section 23. Gardens, Basketball Goals, Etc.

Grass, ornamental plants and shrubbery (and only the foregoing) may be planted in the front or side yard of any Lot. All other planting may be done only with prior written approval of the ARB or in accordance with the Country Lake Architectural Guidelines previously established by the ARB. Overseeding of fescue lawns and sodding of lawns with Bermuda or zoysia grasses shall not require prior approval pursuant to this Section. No vegetable garden, hammocks, statuary, or recreational equipment may be placed, erected, allowed or maintained upon the front or side yard of any Lot without the prior written consent of the ARB. This provision shall not, however, apply to basketball goals. Basketball goals may be installed after the type and location has been previously approved in writing by the ARB.

Section 24. Lighting

Notwithstanding Article VII below, the following exterior lighting may be installed without the necessity of obtaining the prior approval of the ARB: (a) seasonal decorative lights during the Christmas season; and (b) illumination of other than the front or side yards of a Lot.

Section 25. Fences

No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the ARB. The ARB may issue guidelines detailing acceptable fence styles or specifications, but in no event may a chain fence or hog wire fence visible from any street be approved.

Section 26. Exterior Colors

The exterior of all improvements, including, without limitation, residences, constructed, erected, allowed, or maintained upon any Lot must be painted or repainted in a color which receives the prior written approval of the ARB or in accordance with the Country Lake Architectural Guidelines.

Section 27. Pools

Pools shall be erected, constructed or installed on any Lot only upon obtaining the prior written approval of the ARB.

Section 28. Buffer Areas

There exists on certain Lots within Country Lake a buffer area. No structure or improvement of any kind can be maintained in this buffer area which is more particularly shown on that certain plat or plats for Country Lake recorded in Fayette County, records. Any landscaping within these buffer areas requires the prior approval of the ARB.

Section 29. Air Conditioning Units

No window air conditioning units may be installed unless they are concealed from view of neighboring Lots and Common Property and are designed to accommodate condensation and runoff, and then only if the Owner obtains prior written approval of the ARB.

Section 30. Hunting

No hunting shall be permitted in the Community.

Section 31. Exterior Burning

No exterior burning, other than barbeques or grills, shall be permitted in the Community.

Section 32. Motorized Vehicles on the Common Property

Except in areas designated by the Board, no motorized vehicles shall be permitted on any unpaved portions of the Common Property.

Section 33. Use of Lakes and Other Bodies of Water

Owners and their families, guests and invitees may be permitted to use lakes, ponds, or other bodies of water within the Community for fishing, boating, or sailing. However, no playing, swimming, or wading is permitted on any bodies of water within the Community. In addition, no private docks are permitted on any body of water within the Community. Any use of the lakes or ponds in the Community may be subject to further restrictions by the Board of Directors. THE ASSOCIATION SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY TO ANY PERSON OR PROPERTY ARISING OUT OF THE AUTHORIZED OR UNAUTHORIZED USE OF LAKES, PONDS, OR OTHER BODIES OF WATER WITHIN THE COMMUNITY BY ANY OWNERS OR OCCUPANT OR THEIR GUESTS, INVITEES OR LICENSEES.

Section 34. Additional Use Restrictions Affecting Waterfront Lots

There is hereby established a construction and clearing waterfront lot set back easement on all Lots fronting on or constituting part of the floor of any lakes, ponds, and streams in the Community. The easement area shall include the unsubmerged portion of any Lot located adjacent to the shoreline of any lake, or any other body of water in the Community as more particularly shown on the plat or plats for Country Lake recorded in the Fayette County, Georgia records. The ("Waterfront Easement Area") shall be preserved substantially in its present natural state except for clearing for view and breeze approved by the ARB. Notwithstanding the foregoing, the Association hereby reserves the right to exempt portions of the Waterfront Easement Area from said construction and clearing restrictions in those cases where the Association, acting through the ARB, determines that such exemption will not materially lessen the natural appearance and scenic beauty of the Community, or is necessary to protect the shoreline from erosion, or the lake, or other body of water from pollution.

A. A revocable easement in the Waterfront Easement Area of each waterfront Lot is hereby granted to the Owner or tenant on his or her waterfront Lot which easement shall entitle such Owner or tenant to utilize said Waterfront Easement Area for the mooring, beaching, or cradle storage of one boat owned by said Owner or tenant, subject to the rules and regulations established by the Association.

Notwithstanding anything in the foregoing to the contrary, the Association reserves the right to temporarily or permanently revoke any easement in a Waterfront Easement Area if the Board of Directors of the Association determines, in its sole discretion, that (i) any Owner, tenant or guest has violated any of the provisions of this Declaration or the rules and regulations in his or her use of a Waterfront Easement Area, or (ii) that authorized uses of a Waterfront Easement Area may adversely affect the vegetation along the shores of the lake, pond or stream causing shoreline degradation and erosion which could create a threat to the long-term water quality of the lake, pond or stream.

B. The Waterfront Lot setback easement granted in subsection (a) above shall be and is hereby limited to the following uses:

(i) a non-power boat approved by the Board of Directors may be moored in the waters of the lake at a location approved by the Board of Directors and by a mooring device approved by the Board of Directors;

(ii) an approved boat may be beached, pulled up on the Waterfront Easement Area of a Lot and, furthermore, may be secured to a tree by a rope or chain; or
(iii) a boat may be stored on a cradle in the Waterfront Easement Area of a Lot adjacent to the lake or other body of water provided that, pursuant to the provisions of Article VII plans for such cradle delineating the size, design, specifications, color, and location must be approved in writing by the ARB, prior to construction.
(iv) These authorized uses may be further limited and restricted should the Board of Directors determine, in its sole discretion, that such uses may adversely affect the appearance of the Community or the vegetation along the shores of the lake, or other body of water causing shoreline degradation and erosion which could create a threat to the long-term water quality of the lake or other bodies of water.

C. No dock, deck, boardwalk, picnic table, picnic chair, boat trailer, vehicle, storage shed, or other similar outbuilding or structure shall be placed on a Waterfront. Easement Area at any time, either temporarily or permanently, by the Owner or tenant entitled to the use thereof.

D. No clearing, cutting, grading, or any other alteration of the topographic and vegetation characteristics of a Waterfront Easement Area may be performed by the Owner or tenant entitled to the use thereof without the prior written approval of the ARB.

E. All expenses incurred in the construction, maintenance, or protection of a mooring, a cradle, or a boat, or in the clearing of a Waterfront Easement Area shall be paid by the Owner or tenant entitled to the easement over such area.

F. It shall be the responsibility of any Owner or tenant entitled to the use of a Waterfront Easement Area to prevent the development of any unclean, unsightly, unkempt, unhealthy, or unsafe conditions on the easement area. All expenses incurred by the Association to correct the development of such conditions on an easement area shall be paid by the Owner entitled to the easement over such area.

G. All expenses incurred by the Association in the construction and maintenance of erosion control devices or the performance of any grading or landscaping work to correct any shoreline degradation of Waterfront Easement Area shall be paid by the Owner entitled to the easement over such area. The Association shall not be liable for any damage or destruction to any improvements in the Waterfront Easement Area which result from the Association's maintenance, repair, and restoration of any of the lakes, other bodies of water, surrounding property, or Common Property.

Section 35. Prohibition of Damage, Nuisance and Noise. Without prior written Board consent, nothing shall be done or kept in the Community or any part thereof which would increase the rate of insurance on the Community, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Common Expenses.

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

Any screaming, shouting, excessively loud talking, whistling, or playing of music or television either outside of a Lot at any time or within a Lot if such conduct can be heard in the normal course of activities in any other Lot(s);

Any fighting, raucous behavior or insobriety either outside of a Lot at any time or within a Lot if such conduct can be heard in the normal course of activities in any other Lot(s);

The use of any alarm, equipment, or devise, mechanical or otherwise, which creates or produces excessively loud sound or any vibrations either outside of a Lot at any time or within a Lot if such sounds can be heard or vibrations felt in the normal course of activities in any other Lot(s);

Any threatening or intimidating conduct towards any resident, guest or pet at the Community;

Any conduct which, in the Board's reasonable discretion, creates any danger or risk of injury to others or damage to property at the Community or which creates any threat to health or safety of any other resident or pet;

Any excessively loud play or playground activities either outside of a Lot at any time or within a Lot if such conduct can be heard in the normal course of activities in any other Lot(s);

Any conduct which creates any noxious or offensive odor either outside of a Lot at any time or within a Lot if such odors can be detected in the normal course of activities in any other Lot(s);

Any similar action or activity outside of a Lot on the Community, or which occurs inside a Lot but which interferes with the peaceful use and enjoyment of other Lots or the Common Area by any other Owner, members of his or her family, guests, invitees, or Occupants of his or her Lot, or

Any construction or similar activities in a Lot which can be heard in other Lots between the hours of 9:00 p.m. and 7:30 a.m.

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

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

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

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

Article VIII
INSURANCE AND CASUALTY LOSSES

Section 1. Insurance

The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements located on the Common Property or required to be maintained by the Association under Article V, Section 1 hereof. This insurance shall cover loss or damage by fire or other hazards, including extended coverage, 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.

If available at reasonable cost, as determined in the sole discretion of the Board, the Board shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, in their capacities as such, with a combined single limit of at least $1,000,000.00.

If available at reasonable costs as determined in the sole discretion of the Board, the Board shall obtain a Directors' and Officers' liability insurance policy with a limit of at least $1,000,000.00.

The Board may obtain such additional insurance as it deems appropriate.

Premiums for all Association insurance shall be a Common Expense. The policies may contain reasonable deductibles. Deductibles shall not be subtracted from the face amount of the policies in determining whether the insurance equals the full replacement cost of the insurable improvements.

In addition to any other terms the Board deems appropriate, all Association insurance shall be governed by the following provisions:

(a) All policies shall be written with a company licensed to do business in Georgia;

(b) All policies on the Common Property shall be in the name of the Association for the benefit of itself and its members;

(c) The Board shall have exclusive authority to adjust losses under all Association insurance policies;

(d) The insurance carried by the Association shall be primary and shall not be brought into contribution with insurance purchased by individual Owners, Occupants, or their Mortgagees;

(e) All hazard insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if reasonably available; and

(f) A qualified person who is in the real estate industry and familiar with construction in the county where the Community is located shall review the Association's hazard insurance policy at least bi-annually to evaluate the sufficiency of such coverage.

Section 2. Damage and Destruction

A. **Common Property**

In the event of damage to or destruction of any structure on the Common Property, the Board of Directors shall arrange for and supervise the prompt repair or reconstruction of such structure, with such improvements or modifications it deems appropriate, unless 80% of the Owners vote not to do so.

(1) Construction Fund.

Any insurance proceeds collected on a claim against any Association hazard policy and any special assessments collected pursuant to subparagraph (2) below shall constitute a construction fund to be used by the Board for repair or restoration pursuant to this Paragraph.

(2) Proceeds.

If the proceeds of insurance are not sufficient to defray the Board's estimated or actual costs of repair or reconstruction, including, but not limited to, any professional fees and premiums for construction bonds the Board deems necessary, the Board may levy a special assessment against all Owners without the necessity of a membership vote or compliance with any other requirements for approval of special assessments in this Declaration. Any surplus funds remaining after the repair or reconstruction is completed shall be common funds of the Association to be used as determined by the Board.

B. Lots

In the event of damage to or destruction of any structure on a Lot, the Owner shall either: (1) within 180 days, repair or reconstruct such structure in accordance with plans and specifications approved by the ARB; or (2) within 60 days, clear the Lot of all debris and sod or landscape all portions of the Lot as approved by the ARB.

Article IX
CONDEMNATION

Whenever all or any part of the Common Property shall be taken (or conveyed in lieu of the under threat of condemnation by the Board, acting on its behalf or on the written direction of all owners of Lots subject to the taking, if any) by any authority having the power of condemnation or eminent domain, the Association shall represent the Owners. The award made for such taking shall be payable to the Association as trustee for all Owners. The provisions of Article VIII, Section 2, above, applicable to Common Property improvements damage or destruction, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

Article X
EASEMENTS

Section 1. Easements for Use and Enjoyment

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

(a) Charge reasonable admission and other fees for the use of any portion of the Common Property;

(b) Limit the number of Owners' guests who may use the Common Property;

(c) Provide for the exclusive use and enjoyment of specific portions of the Common Property at certain designated times by an Owner;

(d) Suspend Owners' rights to use the Common Property as set forth in this Declaration;

(e) Borrow money as provided in the Bylaws, subject to the rights, interests, easements and privileges of the Owners set forth in this Declaration;

(f) Grant permits, licenses or easements across the Common Property; and

(g) Dedicate or transfer all or any portion of the Common Property as provided in the Bylaws.

The Owners' rights and easements granted in this Paragraph are subject to: (1) all other rights of the Association and other Owners set forth in this Declaration, the Bylaws or the Articles of Incorporation; and (2) all encumbrances and other matters of public record affecting title to the Community Property.

Section 2. Easements for Utilities

There is hereby reserved to the Association, or it's designee, blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, repair, replacement, and maintenance of: (a) gas, water, sanitary sewer and electricity services and all other utilities servicing any portion of the Community; (b) any water runoff and storm drainage systems; and (c) any other services such as, but not limited to, any telephone and telecommunication systems, master television antenna system, cable television system or security system serving the Community. The Board of Directors has the right to grant a specific license or easement by separate recordable document to any party furnishing such utilities or services.

Section 3. Easement for Entry

There is hereby reserved to the Association and its designee, an easement and right, but not the obligation, to enter onto any Lot for emergency, life-safety, security and safety. The right may be exercised by the Association's Board of Directors, Officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after notice to the Owner or Occupant. This right of entry shall include the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event that an Owner fails or refuses to cure the condition upon request by the Board. No one exercising the easement and rights granted in this Paragraph shall be liable for trespass, damages, or in any other manner by virtue of exercising such rights. The failure to exercise the rights herein or to exercise said rights in a timely manner shall not create liability to any of the above-referenced parties, it being agreed that no duty to enter a Lot shall exist.

Section 4. Easement for Association Maintenance

There is hereby reserved to the Association and its designee, an easement and right across all portions of the Community, to allow the Association to fulfill the maintenance obligations described in this Declaration. This easement shall be exercised with a minimum of interference to the quiet enjoyment of the Owner's property, reasonable steps shall be taken to protect the Owner's property, and any Person causing damage to the Owner's property shall repair the damage at its sole expense.

Section 5. Easements for Owners' Maintenance and Repair

There is hereby created reciprocal appurtenant easements over and upon adjacent Lots for the purpose of maintaining or repairing the improvements and landscaping on each Lot. This easement shall extend into each Lot not more than five feet from any point on the common boundary line between the Lots. Owners may exercise this easement only for the reasonable period of time necessary to complete the needed maintenance or repair. The Owner exercising this easement right shall be liable for the prompt repair of any damage such Owner caused to the Lot over which this easement is exercised. The damaged portions of such Lot shall be restored to substantially the same condition that existed prior to the damage.

Section 6. Easement for Street Signs

There is hereby reserved to the Association and its designee, an easement and right across all portions of the Community for ingress to, egress from, installation, construction, landscaping and maintenance of street signs for the Community. This easement right shall include, but not limited to, the right to cut, remove and plant tress, shrubbery, flowers and other vegetation around all street signs.

Section 7. Easement for Entry Features

There is hereby reserved to the Association and its designee, an easement and right over and upon each Lot which is bounded by the right-of-way providing primary access to the Community and every other Lot located at the corner of a street intersection in the Community for ingress to, egress from, installation, construction, landscaping and maintenance of entry features and similar streetscapes for the Community. This easement right shall include, but not be limited to, the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around the entry features and the right to grade the land under and around the entry features. Owners shall not alter, remove or add improvements to any entry features on any Lot, or any part of any easement area associated therewith without the prior consent of the Board of Directors.

Section 8. Easement for Enjoyment of Lakes and Other Bodies of Water Within the Community

There is hereby reserved to the Association, the Association's members, their families, guests, and invitees an easement over the submerged portion of any Lot which portion constitutes part of a lake, pond, or stream within the Community. Except to the Association as necessary for maintenance of any body of water, this provision does not create and there does not exist an easement over the land of any Lot in order to give access to a lake, pond, stream or other body of water.

Section 9. Public in General

The easements and rights created in this Paragraph do not, are not intended to, and shall not be construed to create any easements or rights in or for the benefit of the general public; provided, however, nothing set forth herein shall in any way limit or restrict any easements or rights already granted to the public as such easements or rights are previously recorded in the Fayette County, Georgia land records. The Board of Directors hereby reserves the right to close temporarily, all or any portion of the Community that, in the reasonable opinion of the Board, may be legally necessary to prevent a dedication of such property, or accrual of any rights to such property, to the general public or to any person other than the Persons for which such easements are expressly created in this Declaration.

Article XI
AUTHORITY AND ENFORCEMENT

Section 1. Compliance with Association Legal Documents

All Owners, Occupants and their guests shall comply with the Association Legal Documents. The Association, and in an appropriate case, one or more aggrieved Owners, may take action to enforce the terms of the Association Legal Documents directly against all Violators. However, if an Owner's family member, guest or Occupant violates the Association Legal Documents, the Association, in its sole discretion, is permitted to enforce the terms of the Association Legal Documents, the Association, in its sole discretion, is permitted to enforce the terms of the Association Legal Documents against: (a) only the Owner; (b) only the violating family member, guest or Occupant; or (c) both the Owner and the violating family member, guest or Occupant. Notwithstanding anything herein to the contrary, the Owner of the Lot is always ultimately responsible for his or her own actions and the actions of all family members, Occupants and guests of such Lot.

Nothing herein shall be construed to affect the rights of an aggrieved Owner or Occupant to proceed independently for relief from interference with his or her personal or property rights against a Person violating the Association Legal Documents. The Board of Directors may, in its discretion, require the aggrieved Owner or Occupant to independently pursue all available remedies under Georgia law against the Violator before the Association intervenes and commences enforcement action against such Violator.

Section 2. Types of Enforcement Actions

In the event of a violation of the Association Legal Documents, the Association shall have the power to take any or all of the following actions separately or simultaneously; provided, however, all suspensions and fines shall comply with the procedures described below and nothing herein shall authorize the Association or the Board to deny ingress and egress to or from a Lot:

(a) Suspend all Violators' rights to use the Common Property;

(b) Suspend the voting rights of a violating Owner;

(c) Impose reasonable fines against all Violators, which shall constitute a lien on the violating Owner's Lot;

(d) Use self-help to remedy the violation;

(e) Bring an action for permanent injunction, temporary injunction and/or specific performance to compel the Violator to cease and/or correct the violation; and

(f) Record in the Fayette County, Georgia land records a notice of violation identifying any uncured violation of the Association Legal Documents regarding the Lot.

Section 3. Suspension and Fining Procedure

Except as provided below, before imposing fines or suspending right to use the Common Property or the right to vote, the Association shall give a written violation notice to the Violator as provided below.

A. Violation Notice

The written violation notice to the Violator shall:

(1) Identify the violation, suspension(s) and/or fine(s) being imposed; and

(2) Advise the Violator of the right to request a violation hearing before the Board of Directors to contest the violation or request reconsideration of the suspension(s) or the fine(s).

Notwithstanding the Violator's right to request a violation hearing, suspension(s) and/or fine(s) shall commence on the date of the written violation notice, unless a later date is specified in such notice.

B. Violation Hearing

If the Violator submits a written request for a violation hearing within 10 days of the date of the violation notice described above, then the Board of Directors shall schedule and hold, in executive session, a violation hearing. If a Violator fails to timely request a violation hearing, such Violator loses the right to contest the violation and request reconsideration of the suspension(s) and/or the fine(s). If a Violator timely requests a violation hearing, the Violator shall have a reasonable opportunity to address the Board regarding the violation; provided, however, the Board may establish rules of conduct for the

violation hearing, including but not limited to, limits on the amount of time one person can speak and limits on the number of participants who may be present at one time. The minutes of the violation hearing shall contain a written statement of the results of such hearing.

C. **No Violation Notice and Hearing Required**

No violation notice or violation hearing shall be required to:

(1) Impose late charges on delinquent assessments:

(2) Suspend a violating Owner's voting rights if the Violator's Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, in which case suspension of the violating Owner's right to vote shall be automatic and shall continue until the violation no longer exists or the Board of Directors otherwise reinstates such right in writing;

(3) Suspend a Violator's right to use the Common Property if the Violator's Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, in which case suspension of the Violator's rights to use the Common Property shall be automatic (which shall allow the Association to tow and/or boot a Violator's vehicle located on the Common Property without complying with the Suspension and Fining Procedures described above);

(4) Suspend a violating Owner's voting rights if the Violator's Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, in which case suspension of the violating Owner's right to vote shall be automatic and shall continue until the violation no longer exists or the Board of Directors otherwise reinstates such rights in writing;

(5) Suspend a Violator's right to use the Common Property if the Violator's Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, in which case suspension of the Violator's right to use the Common Property shall be automatic (which shall allow the Association to tow and/or boot a Violator's vehicle located on the Common Property without complying with the Suspension and Fining Procedures described above);

(6) Engage in self-help in an emergency;

(7) Impose fines for each day of a continuing violation, in which case, each day the violation continues or occurs again constitutes a separate violation and fine(s) may be imposed on a per diem basis without any further notice to the Violator; or

(8) Impose fines if the same violation occurs again on the same Lot, in which case fine(s) may be imposed on a per diem basis without any further notice to the Violator.

Section 4. Self-Help

In addition to all other enforcement rights granted herein, the Board of Directors may elect to enforce any provision of the Association Legal Documents by self-help without the necessity for compliance with the Suspension and Fining Procedures described above.

By way of example and not limitation, the Association or its duly authorized agent shall have the authority to tow vehicles that are in violation of parking regulations and enter a Lot or any portion of the Common Property to abate or remove any structure, thing or condition that violates the Association Legal Documents. Unless an emergency exists, before exercising self-help, the Association shall give the Violator at least two days prior written notice. Such notice shall request that the Violator remove and abate the violation and restore the Lot to substantially the same condition that existed prior to the structure, thing or condition being placed on the Lot and causing the violation. Such removal, abatement shall be accomplished at the Violator's sole cost and expense. If the same violation occurs again on the same Lot, the Association may exercise self-help without any further notice to the Violator.

Section 5. Injunctions and Other Suits at Law or in Equity

All Owners agree and acknowledge that there may not be adequate remedies at law to enforce the Association Legal Documents. Therefore, in addition to all other enforcement rights granted herein, the Association is hereby entitled to bring an action for permanent injunction, temporary injunction and/or specific performance to compel a Violator to cease and desist and/or correct any violation.

Section 6. Costs and Attorney's Fees for Enforcement Actions

In any action taken by the Association to enforce the Association Legal Documents, the Association shall be entitled to recover from the Violator, any and all costs incurred by the Association, including but not limited to attorney's fees actually incurred, all of which shall constitute a lien against the violating Owner's Lot.

Section 7. Failure to Enforce

The Board of Directors has the sole discretion to decide which, if any, enforcement action to pursue against each Violator. The failure of the Board to enforce any provision of the Association Legal Documents shall not be deemed a waiver of the right of the Board to do so thereafter. No right of action shall exist against the Association for failure to enforce if the Board of Directors determines that:

A. The Association's position is not strong enough to justify taking enforcement action;

B. A particular violation is not of such a material nature as to be objectionable to a reasonable person;

C. A particular violation is not of such a material nature to justify the expense and resources to pursue or continue to pursue enforcement action;

D. The aggrieved Owner or Occupant asserting a failure of enforcement has not independently pursued all available individual remedies under Georgia law; or

E. The Association enforces only against an Owner for the violation of the Owner's family member, guest or Occupant or the Association does not enforce against the Owner and enforces only against the violating family member, guest or Occupant.

Article XII
AMENDMENTS

Section 1. Member Approval Procedure

Except where a higher vote is required for action under any other provisions of this Declaration, the Bylaws or by the Act, this Declaration may be amended with the approval of Owners holding 2/3 of the total Association 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 Fayette County, Georgia land records.

Section 2. Eligible Mortgage Holder Approval

In addition to approval by the Owners as provided above, material amendments to this Declaration and the Bylaws must be approved by Eligible Mortgage Holders who represent at least 51% of the votes of Lots that are subject to Mortgages held by Eligible Mortgage Holders. Notwithstanding the above, the approval of any proposed amendment by an Eligible Mortgage Holder shall be deemed implied and consented to if the Eligible Mortgage Holder fails to submit a response to any written proposal

for an amendment within 30 days after the Eligible Mortgage Holder receives notice of the proposed amendment sent by certified or registered mail, return receipt requested.

Section 3. Amendments to Comply with Law or Conform Documents

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

Section 4. Validity of Amendments

No person shall be permitted to bring any legal action to challenge the validity of an amendments to this Declaration or the Bylaws more than one year after the recording thereof in the Fayette County, Georgia land records.

Article XIII
GENERAL PROVISIONS

Section 1. Enforcement

Each Owner and every occupant of a Lot shall comply strictly with the Bylaws, the rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed to his or her Lot, if any. The Board of Directors may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the Bylaws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Self-Help

In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a lot or any portion of the Common Property to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates this Declaration, the Bylaws, the rules and regulations, or the use restrictions. Unless an emergency situation exists, the Board shall give the violating Lot Owner ten (10) days written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred shall be assessed against the violating Lot Owner and shall be collected as provided for herein for the collection of assessments.

Section 3. Security

The Association may, but shall not be required to, provide measures or take actions which directly or indirectly improve security in the Community. Each Owner, for himself and his or her Occupants, tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security. The Association has no duty to provide security in the Community. Furthermore, the Association does not guarantee that Owners, Occupants and other people will not commit criminal acts in the Community or that unauthorized people will not gain access to the Community. It shall be the responsibility of each Owner to protect his or her person and property, and all responsibility to provide such security shall lie solely with each Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of measures undertaken.

Section 4. Dispute Resolution

Before filing any lawsuit or administrative proceeding against the Association, the Board of Directors, any Officer or Director, or the Association's property manager, an Owner or Occupant shall request in writing and attend a meeting with the Board to discuss an amicable resolution of any dispute. The Owner or Occupant shall, in such request and at the meeting, make a good faith effort to explain the grievance and resolve the dispute. Upon receiving a request for a meeting, the Board shall give notice o the date, time and place of the meeting to the person requesting the meeting. The Board shall schedule this meeting for a date not less than seven or more than 30 days from the date of receipt of the meeting request, except with the approval of the Owner or Occupant. After the meeting, the Board shall have a reasonable opportunity to address the Owner's or Occupant's grievance before a suit is filed.

Section 5. 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.

Section 6. Implied Rights

In addition to express rights, the Association may exercise any right or privilege implied from the existence of any express right or privilege or reasonably necessary to effectuate any such right or privilege.

Section 7. Electronic Records, Notices and Signatures

Notwithstanding any other portion of this Declaration, records, signatures, and notices shall not be denied validity or effectiveness hereunder solely on the grounds that they are transmitted, stored, made or presented electronically. The relevant provisions of the Bylaws shall govern the giving of all notices required by this Declaration.

Section 8. Use of Words "Country Lake"

"Country Lake" is a service mark of the Association. No person shall use the term "Country Lake" or any derivative in any printed or promotional material without the Association's prior written consent. However, Owners may use the terms "Country Lake" [sm] in printed or promotional matter where such term is used solely to specify that particular property is located within the Community. Any use of the name "Country Lake" [sm] shall be in a manner in which proprietary rights to such name are protected.

Section 9. Partition

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

Section 10. Gender and Grammar

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

Section 11. Use of Amenities by Non-Members

The Board of directors, in its discretion, may permit non-member use of the Association's tennis courts, and swimming pool for organized meets, matches, and other sporting events. Notwithstanding the

above, no one who does not hold title to a Lot in Country Lake shall be permitted to be a member of the Association or to have continual use rights of the facilities and amenities of the Association.

Any revenues generated by the permitted use of the Association's facilities by non-members shall be for the benefit of the Association.

Section 12. Preamble

The preambles and recitals of this Declaration are by reference made a part of this document as if fully stated herein in their entirety.

Section 13. Duration

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

Section 14. Severability

Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

Invalidation of any one of these covenants or restrictions, by judgment, 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.

Article XIV
PREPARER

This Declaration was prepared by Margaret Hughes Vath, Weissman, Nowack, Curry & Wilco, P.C., One Alliance Center, 4th Floor, 3500 Lenox Road, Atlanta, Georgia 30326.

IN WITNESS WHEREOF, the undersigned Officers of Country Lake Home Owners Association, Inc., hereby certify that the above amendment to the Original Declaration and the following amendment to the Original Bylaws were duly adopted by the required majority of the Association and its membership, with any required notices duly given.

This 14th day of September, 2010.

Sworn to and subscribed to before me this 14th day of September 2010.

Witness

Notary Public

[Notary Seal]

TIMOTHY LEE MASON NOTARY PUBLIC FAYETTE COUNTY, GEORGIA MY COMMISSION EXPIRES MAY 27, 2013

COUNTRY LAKE HOME OWNERS ASSOCIATION, INC.

By: _____ (Seal)
President

Attest: _____ (Seal)
Secretary

[CORPORATE SEAL]

COUNTRY LAKE HOME OWNERS ASSOCIATION INC Georgia 4/25/88

35

EXHIBIT "A"

Property Submitted

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 220 and 229 of the 13th District of Fayette County, Georgia and more particularly described as Lots 1-56 appearing on that certain final plat of Country Lake, Phase One prepared by Benchmark Engineering Corporation and recorded on April 15, 1988 in Plat Book 19, Page 23, of the Fayette County, Georgia records.

EXHIBIT "B"

Additional Property Which Can Be Unilaterally Submitted by Association

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 220, 229, 230, 251, and 252 of the 13th District, Fayette County, Georgia.

EXHIBIT "C"

AMENDED AND RESTATED BYLAWS

OF

COUNTRY LAKE HOME OWNERS ASSOCIATION, INC.

TABLE OF CONTENTS

F. Committees 14

TABLE OF CONTENTS

ARTICLE I.
GENERAL PROVISIONS

Section 1. Applicability.

These Bylaws provide for the self-government of County Lake Home Owners Association, Inc., in accordance with the Georgia Property Owner's Association Act ("Act"), the Articles of Incorporation filed with the Secretary of State of Georgia, and the Declaration of Protective Covenants and Restrictions for Country Lake Homeowners Association, Inc., recorded in the Fayette County, Georgia land records ("Declaration").

Section 2. Name.

The name of the corporation is Country Lake Home Owners Association, Inc. ("Association").

Section 3. Definitions.

The terms used herein shall have their generally accepted meanings or the meaning specified in Paragraph 2 of the Declaration.

Section 4. Membership.

An Owner of a Lot shall automatically become a member of the Association upon taking title to the Lot and shall remain a member for the entire period of ownership. An Owner's spouse or Domestic Partner may exercise any of the membership powers and privileges of the Owner. If more than one Person holds title to a Lot, the membership shall be shared in the same proportion as the title, but there shall be only one membership and one vote per Lot. Membership does not include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. Membership shall be appurtenant to the Lot and shall be transferred automatically by conveyance of the Lot. Membership may be transferred only in connection with the transfer of the Lot.

Section 5. Entity Members.

If an Owner is a corporation, limited liability company, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director or other designated agent of such corporation, manager or member of such limited liability company, partner of such partnership, beneficiary or other designated agent of such trust, or representative of such other legal entity shall be eligible to represent such entity in the affairs of the Association, including, without limitation, serving on the Association's Board of Directors. Such person's relationship with the Association, and any office or directorship held, shall terminate automatically upon the termination of such person's relationship with the entity that is the Owner of the Lot. Termination of the person's relationship with the Association will create a vacancy in any elected or appointed position within the Association in which such person may have been serving and such vacancy may be filled in accordance with these Bylaws.

Section 6. Voting.

Each Lot shall be entitled to one vote, which vote may be cast by the Owner or by a lawful proxy as provided below. When more than one Person owns a Lot, the vote for such Lot shall be exercised as they determine between or among themselves. In no event shall more than one vote be cast with respect to any Lot. If only one co-Owner or only an Owner's spouse or Domestic Partner

attempts to cast the vote for the Lot, it shall be conclusively presumed that such vote is authorized for the Lot. If the co-Owners or an Owner and his or her spouse or Domestic Partner disagree about how to cast the Lot's vote, and two or more of them attempt to cast the Lot's vote, such Persons shall not be recognized and such votes shall not be counted.

If a Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge or if any Owner or Occupant of the Lot is in violation of the Association's Legal Instrument and the voting rights for such Lot have been suspended, the Owner of such Lot shall not be eligible to: (1) vote, either in person or by proxy; (2) act as proxy for any other Owner; (3) issue a written ballot or written consent (4) be elected to the Board of Directors; or (5) vote as a Director (if serving on the Board of Directors). In establishing the total number of eligible votes for a quorum, a majority, or any other purposes, such Lot shall not be counted as an eligible vote.

Section 7. Electronic Communications.

A. Records and Signatures.

Whenever the Association's Legal Instruments require that a document, record or instrument be "written" or "in writing," the requirement is deemed satisfied by an electronic record if the Board of Directors has affirmatively published regulations permitting an electronic record or document as a substitute for a written item.

Whenever these Bylaws require a signature on a document, record or instrument, an electronic signature satisfies that requirement only if: (a) the Board of Directors has affirmatively published regulations permitting an electronic signature as a substitute for a written signature; and (b) the electronic signature is easily recognizable as a secure electronic signature which is capable of verification, under the sole control of the signatory, and attached to the electronic document in such a way that the document cannot be modified without invalidating the signature; or (c) the Board of Directors reasonably believes that the signatory affixed the electronic signature with the intent to sign the electronic document, and that the electronic document has not been modified since the signature was affixed.

B. Verification and Liability for Falsification.

The Board of Directors may require reasonable verification of any electronic signature, document, record or instrument. Absent or pending verification, the Board may refuse to accept any electronic signature or electronic record that, in the Board's sole discretion, is not clearly authentic. Neither the Board of Directors nor the Association shall be reliable to any Owner or any other Person for accepting or acting in reliance upon an electronic signature or electronic record that the Board reasonably believes to be authentic, or rejecting any such item which the Board reasonably believes not to be authentic. Any Owner or Person who negligently, recklessly or intentionally submits any falsified electronic record or unauthorized electronic signature shall fully indemnify the Association for actual damages, reasonable attorneys' fees actually incurred and expenses incurred as a result of such acts.

ARTICLE II
MEMBERSHIP MEETINGS AND ACTIONS

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. Annual Meetings.

The purpose of the annual membership meeting shall be to elect Directors of the corporation and conduct other business that shall come before the meeting. The regular annual membership meeting shall be called 60 days before or after the close of the Association's fiscal year with the date, time, and location to be set by the Board of Directors. No annual membership meeting shall be set on a legal holiday.

Section 3. Special Meetings.

Special membership meetings may be called for any purposes at any time by the Board of Directors or upon written petition of 25% of the Owners. Any such written petition by the Owners must identify the special meeting purpose on each page of the petition and must be for a purpose on which the Association membership is authorized to act under these Bylaws or the Declaration. The petition, with original signatures, must be submitted to the Association's Secretary. The Secretary shall then verify that the required number of Owners have joined in the petition and shall submit all proper petitions to the Association's President. The President shall then promptly call a special membership meeting for all lawful purposes stated in the petition, at a date, time and location selected by the President. The Secretary shall send notice of such special membership meeting in accordance with these Bylaws within 30 days of the date of delivery of the petition to the Secretary. Except as provided herein, no business may be conducted at a special membership meeting unless notice thereof is included in the meeting notice.

Section 4. Notice of Meetings.

The Secretary shall give notice of each annual or special membership meeting to the record Owner or Owners of each Lot, or to the Lot address, at least 21 days prior to each annual membership meeting and at least seven days prior to each special membership meeting. The notice shall state the date, time and location of the meeting, and for any special meeting, the purpose of the meeting. Giving notice as provided in these Bylaws shall be considered proper service of notice.

Section 5. Waiver of Notice.

Waiver of notice of a membership meeting shall be deemed the equivalent of proper notice. Any Owner may, in writing, waive notice of any membership meeting, either before or after such meeting. Attendance at a meeting by an Owner, whether in person or represented by proxy, shall be deemed waiver by such Owner of improper notice of the date, time, and location thereof and of any specific business being conducted at such meeting, unless such Owner specifically objects to improper notice at the time the meeting is called to order or the Owner objects to improper notice of the specific business before the business is put to a vote.

Section 6. Quorum.

The presence, in person or by proxy at the beginning of the meeting, of Owners entitled to cast 25% of the eligible vote of the Association shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. In establishing the total number of eligible votes for a quorum, if a Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, or if the voting rights for a Lot have been suspended, that Lot shall not be counted as an eligible vote.

Section 7. Adjourned and Reconvened Meetings.

Any membership meeting may be adjourned, to be reconvened at a later date or time, by vote of the Owners holding a majority of the vote represented at such meeting, regardless of whether a quorum is present. Any business that could have been transacted properly at the original session of the meeting may be transacted at the reconvened session. No additional notice of such reconvened session shall be required if the original session is adjourned for a period not exceeding 10 days.

Section 8. Proxies.

Any Owner entitled to vote may do so by written proxy. To be valid, a proxy must be signed, dated, and presented to the Board of Directors at or before registration at the membership meeting for which it is to be used. The Board may accept proxies by whatever means it deems acceptable. A proxy is revoked only if: (1) the Owner giving the proxy attends the meeting in person and requests the proxy back during registration for the meeting (attendance alone does not invalidate the proxy); (2) the Owner giving the proxy signs and delivers to the Board a written statement revoking the proxy of substituting another person as proxy; or (3) before the proxy is exercised, the Board receives notice of the death or incapacity of the Owner giving the proxy. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy.

Section 9. Action Taken Without A Meeting.

In the Board's discretion, any action that may be taken by the Owners at any annual or special membership meeting may be taken without a meeting by written ballot or written consent as provided below.

A. Written Ballot.

A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the vote cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the vote of approval equals or exceeds that which would be required to approve the matter at a meeting at which the total vote cast was the same as the vote cast by ballot.

All solicitations for votes by written ballot shall: (a) indicate the number of responses needed to meet the quorum requirement: (b) state the percentage of approvals necessary to approve each matter, other than election of Director; and (c) specify the time by which such ballot must be received by the Board of Directors in order to be counted. A ballot may not be revoked. The Association shall maintain such ballots in its file for at least three years.

Except for amendments to recorded Association Legal Instruments that become effective upon recording, and except for actions that specifically set a later effective date, approval of any action taken by written ballot shall be effective upon the receipt of the affirmative vote necessary to take such action.

B. Written Consent.

Approval by written consent shall be valid only when the affirmative written consents received equals or exceeds the vote that would be required to approve the matter at a meeting. Consents shall be filed with the minutes of the membership meetings. Except for amendments to recorded Association Legal Instruments that become effective upon recording, and except for actions that specifically set a later effective date, approval of any action taken by written consent shall be effective 10 days after sending the notice of approval described below.

C. Notice to Members of Approval.

If an action of the Association membership is approved by written ballot or written consent, the Board of Directors shall issue notice of such approval to all Owners.

Section 10. Order and Conduct of Business.

The President shall establish the agenda for, and preside at, and the Secretary shall keep the minutes of, all membership meetings. The Board of Directors may establish rules of conduct and the order of business for all membership meetings. When not in conflict with the Declaration, these Bylaws, the Articles of Incorporation or meeting procedures adopted by the Board of Directors, Robert's Rules of Order (latest edition) shall govern all membership meetings. The Board may order the removal of anyone attending a membership meeting who, in the opinion of the Board, disrupts the conduct of the business at such meeting.

ARTICLE III
BOARD OF DIRECTORS

Section 1. Composition and Selection.

A. Number and Eligibility.

The Board of Directors shall be composed of 3 or 5 persons, the exact number as determined by resolution of the Board. The Directors shall be Owners. No Owner and his or her spouse, Domestic Partner or co-Owner may serve on the Board at the same time. If, at the time of an election, a Lot is shown on the Association's books and records to be more than 30 days past due in any assessment of charge, or the voting rights for a Lot have been suspended, no person representing such Lot shall be eligible for election to the Board.

B. Term of Office.

Those Directors serving on the Effective Date of these Bylaws shall remain in office until the terms for which they were elected expire. Successor Directors shall be elected as provided herein. Those persons receiving the most votes shall be elected to the number of positions to be filled. At the expiration of the term of office of each member of the Board of Directors a successor shall be elected to serve for a term of 2 years, commencing on the date of the election and expiring at the second annual membership meeting after such election. A member of the Board shall hold office until his or her respective successor is elected, he or she is removed, or he or she resigns. At the expiration of a Director's term of office, if a successor cannot be elected for any reason, the existing Director shall continue to hold office and begin serving another term until his or her successor is elected to fill the remainder of such new term, or he or she resigns.

C. Removal of Directors.

1. Removal by the Owners. At any duly called membership meeting, for which the notice given called for a vote to remove any Director(s), such Director(s) may be removed with or without cause by Owners holding a majority of the total Association vote. A successor may then and there be elected to fill the vacancy created. Any Director whose removal has been proposed by the Association membership shall be given an opportunity to be heard at the meeting. To ensure a Director has a chance to present a statement to the membership, the Owners' vote to remove a Director cannot be accomplished by written ballot or written consent. For the purpose of this Paragraph, no Owner may vote more than his or her own vote and the vote of four (4) proxies. However, a Director may vote any number of proxies.

2. **Removal by the Board of Directors.** Any Director may be removed by the vote of the other Association Directors if: (1) he or she is absent from 3 or more meetings of the Board of Directors in any fiscal year; (2) his or her Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge; (3) the voting rights for his or her Lot have been suspended; (4) he or she was appointed by the other Directors to fill a vacancy; or (5) he or she files any legal action, counterclaim or administrative action against the Association, any Director or Officer, in his or her capacity as such, or the Association's managing agent.

D. **Vacancies.**

Vacancies in the Board of Directors caused by any reason, except the removal of a Director by vote of the Association membership, shall be filled by a vote of the remaining Directors. Unless earlier removed, the successor so selected shall hold office for the remainder of the term of the Director position being filled.

E. **Compensation.**

Directors shall not be compensated for services performed within the scope of their duties as Association Directors unless authorized by a vote of the Association membership. However, Association Directors may be compensated for performing maintenance or other services as set forth in Paragraph 3A(6) below. Compensation, as may be authorized herein, can include payment but shall not include a waiver of assessments or other Association charges. Directors also may be reimbursed for the expenses incurred in carrying out their duties as Association Directors upon the approval of such expenses by the Board of Directors. The Association may give the Directors nominal gifts or tokens of appreciation for recognition of services performed by them. For purposes hereof, reasonable food and beverages purchased for meetings of the Board shall not be considered compensation.

F. **Director Conflicts of Interest.**

Nothing herein shall prohibit a Director from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as Director, provided that the Director's interest is disclosed to the Board of Directors and the non-interested voting Directors approve such contract. The interested Director shall not count for purposes of establishing a quorum of the Board and, if present at a meeting (if any), must leave the room during the discussion on such matter.

G. **Nomination.**

Nomination for election to the Board of Directors shall be made from the floor at the meeting, or, if elections are conducted by mail-in ballot or electronically in lieu of a meeting, by the method and date prescribed by the Board. The Board also may appoint a nominating committee to make nominations prior to the meeting. Each nominee shall be given a reasonable opportunity to communicate his or her qualifications to the membership prior to the election.

H. **Elections.**

Directors shall be elected at the annual membership meeting or by mail-in or electronic ballot in lieu of such meeting. If elections are held at the annual membership meeting, voting shall be by written ballot, unless dispensed with by unanimous consent or unless a slate of candidates is unopposed and is accepted by acclamation. The nominees receiving the most votes shall fill the directorships for which elections are held. There shall be no cumulative voting.

Section 2. Meetings.

A. Organization Meeting.

The first meeting of the members of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board of Directors.

B. Regular Meetings.

Regular meetings of the Board of Directors shall be held at least every three months, at such time and place as determined by the Board.

C. Special Meetings.

The President is authorized to call a special Board of Directors meeting. In addition, the President is required to call a special Board meeting at the request of at least a majority of the Directors.

D. Notice of Meetings.

Except as provided in this Paragraph, the President or Secretary shall give each Director at least two-days notice of any Board of Directors meeting. A newly elected Board may meet immediately following their election without notice. Regularly scheduled Board meetings may be held without notice, provided the schedule for such meetings is announced to the Directors.

E. Waiver of Notice.

Waiver of notice of a Board of Directors meeting shall be deemed the equivalent of proper notice. Any Director may, in writing, waive notice of any Board meeting, either before or after such meeting. A Director's attendance at a Board meeting shall be deemed waiver by such Director of improper notice, unless such Director objects to improper notice at the time the meeting is called to order. If all Directors are present at any Board meeting, no notice shall be required, and any business may be transacted at such meeting.

F. Quorum and Voting.

The presence of Directors entitled to cast one-half of the eligible votes of the Board of Directors shall constitute a quorum for the transaction of business. One or more Directors who participate in a Board meeting by means of telephone or electronic communication shall be deemed present and in attendance for all purposes at such meeting, if all persons participating in such meeting can hear each other. Directors may not participate in Board meetings by proxy.

Unless otherwise provided herein, all decisions of the Board of Directors shall be by majority vote. No Director shall participate in any vote of the Board if, at the time of the vote, his or her Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, or the voting rights of such Lot have been suspended.

G. Conduct of Meetings.

The President shall establish the agenda for, and preside at, and the Secretary shall keep the minutes of, all Board of Directors meetings. The President may establish rules of conduct and the order of business for all Board meetings.

All meetings of the Board of Directors shall be open to all Owners. Except as expressly authorized by the Board, only Directors may participate in discussions or deliberations at the Board meeting. Notwithstanding the above, the Directors may adjourn any Board meeting and reconvene in executive session, with only the Directors and other people authorized by the Board present. In executive session, the Board may discuss and vote upon personnel matters, litigation in which the Association is or may become involved, delinquent accounts, violations of the Association Legal Documents, 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.

The Board of Directors may order the removal of any meeting guest who, in opinion of a majority of the Directors present at the meeting, either disrupts the conduct of business at the Board meeting or fails to leave such meeting upon request after an announcement that the Board will reconvene in executive session.

H. **Action Without a Meeting.**

The Board of Directors can take action outside of a properly called meeting if a majority of the eligible Directors consent in writing to such action. Such signed, written consents must describe the action taken outside a meeting and be filed with the minutes of the Board meetings.

Section 3. Authority.

A. **Powers and Duties.**

The Board of Directors shall manage the affairs of the Association and have every right, power and privilege authorized or implied herein and under Georgia law to effectuate such responsibilities. Unless otherwise required by the Declaration, the Act or the Georgia Nonprofit Corporation Code, the Board may perform all of its responsibilities without a vote of the Association membership. The Board may delegate any and all of its functions, in whole or in part, to any other entity. Directors shall discharge their duties and their conduct shall be evaluated in accordance with the business judgment rule as set forth in O.C.G.A. Section 14-3-830. In addition to the duties imposed by these Bylaws, the Board shall have the power to do the following (by way of explanation and not limitation):

1. Control, manage, operate, maintain, repair, replace, and improve all portions of the Area of Common Responsibility as defined in the Declaration;

2. Grant and accept permits, licenses, utility easements, leases, and other easements;

3. Acquire, hold and dispose of tangible and intangible personal property and real property;

4. Make, delete and amend reasonable rules and regulations governing the use of the Community;

5. Enforce by legal means the provisions of the Association Legal Documents as provided in the Declaration and the Act;

6. Bring or defend any actions or proceedings which may be instituted on behalf of or against the Owners concerning the Association or the Area of Common Responsibility;

7. Prepare and adopt an annual budget and establish the contribution from each Owner to the Common Expenses;

8. Establish the means and methods of collecting assessments as provided in the Declaration;

9. Deposit Association funds in a financial depository or institution that the Board of Directors shall approve, or otherwise invest the proceeds in accordance with any limitations set forth in O.C.G.A. Section 14-3-302, and use such funds to administer the Association;

10. Designate the signatories of all Association bank and other financial accounts;

11. Obtain and carry insurance against casualties and liabilities as provided in the Declaration and pay the premium cost thereof;

12. Make or contract for the making or repairs, additions and improvements to, or alterations of, the Area of Common Responsibility after damage or destruction by fire or other casualty, in accordance with the other provisions of the Declarations and these Bylaws;

13. Designate, hire, dismiss, and contract with the personnel necessary to operate the Association and the personnel necessary to maintain, repair, replace and improve the Area of Common Responsibility and, where appropriate, compensate such personnel; and

14. Purchase equipment, supplies and material to be used by Association personnel in the performance of their duties.

B. Management Agent.

The Association may, but shall not be required to, hire a professional management agent or agents, to be compensated as established by the Board of Directors, and to perform such duties and services as the Board shall authorize. The Board shall use reasonable efforts to provide for termination of any such management contract with or without cause and without penalty, upon no more than thirty days written notice, and for a term not in excess of one year.

C. Accounts and Reports.

The following management standards of performance will be followed unless the Board of Directors, by resolution, specifically determines otherwise:

1. Accrual accounting, as defined by generally accepted accounting principals, shall be employed;

2. Accounting and controls should conform to generally accepted accounting principals;

3. Cash accounts of the Association shall not be commingled with any other accounts;

4. Any financial or other interest which the managing agent or any member may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors; and

5. Financial reports shall be prepared at least quarterly for the Association containing;

(a) an income statement reflecting all income and expense activity for the preceding period;

(b) a statement reflecting all cash receipt and disbursement activity for the preceding period;

(c) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(d) a balance sheet as of the last day of the preceding period;

(e) a delinquency report listing all Owners who are delinquent in paying the quarterly installments of assessments at the time of the report and describing the status of any action to collect such installments which remain delinquent (a quarterly installment of the assessment shall be considered to be delinquent on the fifteenth (15th) day of the first month of the quarter unless otherwise determined by the Board of Directors); and

6. An annual report as of the end of the fiscal year consisting of at least the following shall be distributed to all Members within one hundred twenty (120) days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year.

D. **Borrowing.**

The Board of Directors, on behalf of the Association, shall have the power to borrow money to maintain, repair, restore or replace the Area of Common Responsibility without the approval of the Association membership. The Board, on behalf of the Association, also shall have the power to borrow money for other purposes with the approval of Owners holding at least a majority of the vote cast at a duly called membership meeting, or by ballot or written consent.

E. **Fining Procedures.**

The Board of Directors shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

1. **Demand.** Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

(a) the alleged violation;

(b) the action required to abate the violation; and

(c) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a fine, if the violation is not continuing. The Board of Directors or its designee may demand immediate abatement in such circumstances which, in the Board's determination, pose a danger to safety or property.

2. **Notice.** Within thirty (30) days of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board of Directors may, upon notice, impose a fine. The notice shall state:

   (a) the nature of the alleged violation;

   (b) that the alleged violator may, within ten (10) days from the date of the notice, request a hearing regarding the fine;

   (c) that any statements, evidence, and witnesses may be produced by the alleged violator at the hearing, and

   (d) 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.

3. **Hearing.** If a hearing is requested, it shall be held before the Board of Directors 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.

F. **Committees.**

1. **Nominating Committee.** The Board of Directors may appoint a nominating committee to nominate candidates for election to the Board.

2. **Architectural Review Board.** The Board of Directors may establish an Architectural Review Board to administer the architectural controls as provided in the Declaration.

3. **Other Committees.** The Board may establish such other committees as it shall determine, with the powers and duties that the Board of Directors shall authorize.

4. **Service on Committees.** Unless otherwise provided by the Board of Directors, the Board in its discretion may appoint and remove members and chairpersons of each committee.

Section 4. **Liability and Indemnification.**

The Association shall indemnify every Director, officer and committee member against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon such Director, officer or committee member in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or processing, if approved by the then Board of Directors) to which he or she may be made a party by reason of being or having been a Director, officer, or committee member, whether or not such person is a Director, officer or committee member at the time such expenses are incurred subject to the limitations below.

The Directors, officers, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such Director, officer, or committee member in the performance of his or her duties, except for his or her own individual willful misfeasance or malfeasance. The Directors and officers 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 Directors or officers may also be members of the Association), and the Association shall

indemnify and forever hold each such Director and officer free and clear 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 Director, officer, or committee member, or former Director, officer, or committee member, may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and, if obtainable, directors' and officers' liability insurance to fund this obligation, and the insurance shall be written as provided in the Declaration.

ARTICLE IV.
OFFICERS

Section 1. **Designation and Qualification.**

The principal officers of the Association shall be the President, Vice President, Secretary, and Treasurer. Any two or more offices may be held simultaneously by the same person, except the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

Section 2. **Election and Terms of Offices.**

The Board of Directors shall elect the Association officers annually at the first Board meeting following each annual membership meeting. The Association officers shall serve until a successor is elected, the Board removes the officer, or the officer resigns.

Section 3. **Removal of Officers.**

The Board of Directors may remove any officer whenever, in its judgment, the best interests of the Association will be served thereby.

Section 4. **Vacancies.**

The Board of Directors may fill any vacancy in any office arising because of death, resignation, removal, or otherwise. Unless earlier removed, the successor so selected shall hold office for the remainder of the term of the officer position being filled.

Section 5. **President.**

The President shall be the chief executive officer of the Association and shall establish the agenda for and preside at all meetings of the membership and the Board of Directors. The President shall have all the general powers and duties that are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code.

Section 6. **Vice President.**

The Vice President shall act in the President's absence and shall have the same powers, duties, and responsibilities as the President when so acting.

Section 7. **Secretary.**

The Secretary shall keep the minutes of all meetings of the membership and the Board of Directors. The Secretary also shall keep all Association books and records and perform all duties incident to the office of the secretary of a corporation organized under the Georgia Nonprofit Corporation Code.

Section 8. Treasurer.

The Treasurer shall have the responsibility for the Association's funds and securities. The Treasurer shall keep full and accurate financial records and books of account showing all receipts and disbursements of the Association, prepare all required financial statements and tax returns, deposit all Association funds in such depositories as may be designated by the Board of Directors, and prepare the budget as provided in the Declaration. The Treasurer may delegate all or a part of the above responsibilities to a management agent.

Section 9. Resignation.

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

Section 10. Agreements, Contracts, Deeds, Leases, Etc.

At least two officers of the Association (or such other person(s) as may be designated by resolution of the Board of Directors) shall execute all agreements, contracts, deeds, leases, checks, promissory notes, and other instruments of the Association.

Section 11. Standard of Conduct.

Officers shall discharge their duties and their conduct shall be evaluated in accordance with the business judgment rule described in O.C.G.A. Section 14-3-842.

ARTICLE V.
MISCELLANEOUS

Section 1. Notices.

A. Method of Giving Notices.

Unless otherwise prohibited by these Bylaws or the Declaration, all notices and other communications required by the Association Legal Documents shall be in writing and shall be given by:

1. Personal delivery;

2. United States mail, first class, postage prepaid;

3. Statutory overnight delivery;

4. Electronic mail;

5. Facsimile; or

6. A secure web site, provided that notice shall be deemed given via web site only upon proof that the addressee has retrieved the message.

B. **Address For Notices.**

Notices given by one of the methods described above shall be given:

1. If to a Lot Owner, to the address, electronic mail address or facsimile number that the Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Lot of such Owner;

2. If to an Occupant, to the address, electronic mail address or facsimile number that the Occupant has designated in writing with the Secretary or, if no such address has been designated, at the address of the Lot occupied, or

3. If to the Association, the Board of Directors or the managing agent, to the postal address, facsimile or electronic mail address of the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary. The Secretary shall promptly provide notice to all Owners of any such change in address.

Section 2. Fiscal Year.

The fiscal year of the Association shall be the calendar year unless otherwise set by resolution of the Board of Directors.

Section 3. Financial Statement.

Financial statements shall be prepared annually in the manner provided by the Board of Directors. Financial statements must be made available to Owners and to the holder, insurer or guarantor of any first mortgage on a Lot within 120 days of the end of the Association's fiscal year.

Section 4. Financial Review.

A financial review of the Association's accounts shall be performed annually in the manner provided by the Board of Directors. The Board shall give a financial report to the Owners at the annual membership meeting. Thereafter, a majority of the total Association membership may require that an independent accountant audit the Association's accounts, as a Common Expense. The audit, if applicable, shall be made available to the holder, insurer, or guarantor of any first mortgage on a Lot upon submission of a written request thereof.

Section 5. Amendment.

A. **Member Approval Procedure.**

Except where a higher vote is required for action under any other provisions of the Declaration, these Bylaws or by the Act, these Bylaws may be amended with the approval of Owners holding 66-2/3% of the total Association 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 Fayette County, Georgia land records.

B. **Eligible Mortgage Holder Approval.**

In addition to approval by the Owners as provided above, material amendments to the Declaration and these Bylaws must be approved by Eligible Mortgage Holders who represent at least 51% of the votes of Lots that are subject to Mortgages held by Eligible Mortgage Holders. Notwithstanding the above, the approval of any proposed amendment by an Eligible Mortgage Holder shall be deemed implied and consented to if the Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within 30 days after the Eligible Mortgage Holder receives notice of the proposed amendment sent by certified or registered mail, return receipt requested.

C. **Amendments to Comply with Law or Conform Documents.**

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

D. **Validity of Amendments.**

No person shall be permitted to bring any legal action to challenge the validity of an amendment to the Declaration or these Bylaws more than one year after the recording thereof in the Fayette County, Georgia land records.

Section 6. Books and Records.

To the extent provided in O.C.G.A. Section 14-3-1602, and upon written request received at least five business days before the date requested for an inspection, all Association Owners and any Eligible Mortgage Holder shall be entitled to inspect the Association's books and records at a reasonable time and location specified by the Association. The Association can limit the length of time of each inspection, but such time limit shall not be less than two hours per inspection. The Association may impose a reasonable charge, covering the cost of labor, materials and copies of any documents, including but not limited to the customary copy charge and hourly fee of the Association's agent supervising such inspection. To prevent abuse of an Owner's inspection right, records previously inspected by an Owner are not subject to inspection again by the same Owner more than once per year.

Notwithstanding anything to the contrary, the Board may not limit or preclude the inspection of confidential or privileged documents, including but not limited to, attorney/client privileged communication, executive session meeting minutes, and financial records or accounts of other Owners. Minutes of all meetings of the membership and the Board become official Association records when approved by the membership or the Board, as applicable.

Section 7. Conflicts.

The duties and powers of the Association shall be those set forth in the Act, the Georgia Nonprofit Corporation Code, the Declaration, the Articles of Incorporation, and these Bylaws, together with those reasonably implied to affect the purposes of the Association. If there is a conflict or inconsistency between the Act, the Georgia Nonprofit Corporation Code, the Declaration, the Articles of Incorporation of these Bylaws, such laws and documents, in that order, shall prevail.

Section 8. No Discrimination.

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

Section 9. Captions.

The captions herein are inserted only as a matter of convenience and for reference. They in no way define, limit, or describe the scope or intent of these Bylaws.

Section 10. Gender and Grammar.

The use of the masculine or feminine gender in these Bylaws shall be deemed to include the opposite gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 11. Severability.

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

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Country Lake Home Owners Association, Inc. a Georgia corporation;

That the foregoing Bylaws constitute the Amended and Restated Bylaws of said Association, as duly adopted by the Board of Directors and the members of the Association of the 14th day of September, 2010.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 14th day of September, 2010.

COUNTRY LAKE HOME OWNERS ASSOCIATION, INC.

_____ (Seal)
Secretary

[CORPORATE SEAL]