

STATE OF GEORGIA  
COUNTY OF GWINNETT

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
PARSONS PLANTATION SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PARSONS PLANTATION is made this 5th day of January, 1993, by Parsons Plantation, Inc., A Georgia Corporation, hereinafter referred to as "Developer" and Parson's Landing, L.P., A Georgia Limited Partnership hereinafter referred to as Owner:

W I T N E S S E T H:

WHEREAS, Parson's Landing, L.P., A Georgia Limited Partnership is the Owner of 32.610 acres located in Land Lot 199 of the 7th Land District of Gwinnett County, Georgia, said tract of land being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference thereto; and

WHEREAS, Developer is the Contract Purchaser and Developer of the land described on Exhibit "A" attached hereto, said Developer being the contract purchaser under that CERTAIN AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY dated August 28, 1992 between Owner and Developer; and

WHEREAS, pursuant to the provisions of said Agreement, Developer was entitled and authorized to develop the property for a single family residential subdivision and to establish and subject the property upon it's development and the recording of the Final Plat of subdivision to a Declaration of Covenants, Conditions, and Restrictions for the subdivision being developed and being known as Parsons Plantation Subdivision; and

WHEREAS, Owner is joining in the execution of this Declaration of Covenants, Conditions, and Restrictions in order to establish and subject the property described on Exhibit "A" to this Declaration of Covenants, Conditions, and Restrictions

WHEREAS, Developer is constructing and installing all streets, curbs, gutters, drainage facilities, sanitary sewer, and other utilities consisting of water lines, causing the installation of electrical, natural gas, and other utilities to serve the project

and is installing soil erosion and sedimentation control structures, all in accordance with Soil and Water Conservation Ordinances, which are applicable to said project; and

WHEREAS, Developer has completed the construction of the streets, curbs, gutters, drainage facilities, and other improvements in accordance with the regulations and ordinances of Gwinnett County, Georgia, applicable to said project, as to Unit Three of Parsons Plantation Subdivision, said Final Plat of Unit Three is ready to be recorded simultaneously with the recording of this Declaration of Covenants, Conditions, and Restrictions for Parsons Plantation; and

WHEREAS, Owner and Developer desire to submit the property described on Exhibit "A" attached hereto, being Unit Three of a Subdivision known as Parsons Plantation, to the Provisions of this Declaration of Covenants, Conditions, and Restrictions for Parsons Plantation so as to provide for the preservation and enhancement of property values, preserving the desirability of the project, to provide certain easements, restrictions, covenants, conditions, rights, duties, and obligations; to provide for rights regarding continued maintenance of lots and improvements situate thereon; to provide for the ongoing administration and enforcement of appropriate Rules and Regulations; to provide for Architectural Standards and Controls for the above purposes; and to provide for maintenance of common areas and the mandatory assessment provisions on property owners in order to carry out some or all of the foregoing purposes; and

WHEREAS, Developer has incorporated or will incorporate under the laws of the State of Georgia the "Parsons Plantation Property Owners Association, Inc." as a non profit corporation for the purpose of exercising some or all of the functions provided for herein;

NOW, THEREFORE, OWNER AND DEVELOPER HEREBY DECLARES that all of the property described on Exhibit "A", being Unit Three of Parsons Plantation Subdivision, as revised and recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Gwinnett County Plat Records, which Exhibit "A" and Plat are incorporated herein by reference thereto, shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of providing for the preservation and enhancement of property values, preserving the desirability of the project, to provide for certain easements, restrictions, covenants, conditions, rights, duties, and obligations; to provide for rights regarding continued maintenance of lots and the repair and replacement of improvements situate thereon; and to provide for the ongoing administration and enforcement of appropriate Rules and Regulations and Architectural Standards and Controls for the above purposes and to further provide for mandatory assessments to be levied and collected by the Property Owners Association, which assessment

shall constitute and equitable charge and lien on all lots in Parsons Plantation Subdivision for the above purposes. This Declaration of Covenants, Conditions and Restrictions shall run with the title to the real property subjected to this Declaration and which Declaration of Covenants, Conditions, and Restrictions shall be binding on all parties having any right, title, or interest in the properties or lots described on Exhibit "A" attached hereto and made a part hereof by reference, or any portion thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof and the Association.

## **ARTICLE I**

### **DEFINITIONS**

1.01 Definitions. The terms when used in this Declaration, unless the context otherwise requires, shall have all of the following meanings, whether or not capitalized, and all definitions shall be applicable to the singular and plural forms of such terms:

(a) "Architectural Standards Committee" shall mean and refer to the committee who may be appointed by the Developer or the Association's Board of Directors as provided in Article X, Section 10.03 hereof, which Architectural Committee shall have the powers, duties and authorities set forth in Article X of this Declaration or elsewhere in this Declaration.

(b) "Assessment" shall mean and refer to an Owner's share of the common expenses from time to time assessed against an Owner by the Association in the manner herein provided.

(c) "Association" shall mean and refer to Parsons Plantation Property Owners Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

(d) "Block" or "Subdivision Block" shall mean and refer to several lots all of which shall be contiguous and as more particularly shown and delineated on each Final Plat of Subdivision of each Unit of Parsons Plantation as the same are filed for record in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia.

(e) "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

(f) "By-Laws of the Association" or the "By-Laws" shall mean and refer to those By-Laws of Parsons Plantation Property Owner's Association, Inc., which govern the administration and operation of the Association, as they may be amended from time to time.

(g) "Common Areas" shall mean and refer to all real and personal property now or hereafter owned by the Association and intended to be devoted to the common use and enjoyment of all of the Owners. Common areas shall include, but are not limited to, any and all recreational facilities which may be constructed by the Developer and conveyed to the Association and the real property on which such recreational facilities may be situated and any other developed real property which may be conveyed by the Developer to the Association.

"Limited Common Areas" shall mean and refer to all easement rights over and across all real property, portions of which are included within the bounds of subdivision Lots or within publically dedicated right-of-ways which restrict the use and enjoyment of the Owner of such Lot as to such portion thereof and which create rights of use and enjoyment as well as obligations for maintenance by the Association and intended to be devoted to the common use and enjoyment of all of the Owners. In addition, Limited Common Areas shall include gateways and gatehouses, whether owned or not by the Association and whether located within or without any publicly dedicated right of way or not and shall further include all landscaped medians, divider strips, and islands which may be located within any dedicated public right of way or street, which areas will not be maintained by any Governmental Entity or Authority as a condition of approval of the design of the Development. Limited Common Areas shall also include walls and fences forming part of any entranceway, whether located within a public right of way or located on an individual Subdivision Lot. Limited Common Areas shall also include landscape strips designated as easements as well as landscape and pedestrian easements.

(h) "Common Expense" or "Common Expenses" shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of this Declaration.

(i) "Declarant" shall mean and refer to (i) the person or legal entity who has executed this Declaration; or (ii) any successor-in-title to the entire interest of such person or legal entity with respect to the real property described on Exhibit "A" attached hereto and made a part hereof by reference; or (iii) the person or legal entity who has executed this Declaration or any successor-in-title to the entire interest of such person or legal entity with respect to the real property containing 32,610 acres, more or less, shown and delineated on the Preliminary Plan of Parsons Plantation Subdivision (originally entitled "Parsons Landing, Unit III) prepared by Precision Planning, Inc., Consulting Engineers, dated July 14, 1992, ,9-nd approved as a Preliminary Subdivision Plat by the governmental authorities of Gwinnett County, Georgia; or (iv) as to Additional Property the Declarant, their successors-in-title or assigns as to the Additional Property.

(j) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for Parsons Plantation and all amendments thereof filed for record in the Deed Records in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia.

(k) "Development", unless the context should otherwise require, shall mean and refer to the Property and all improvements located or constructed thereon.

(l) "Reserved Easements" shall mean either the Landscape and Pedestrian Easement or the Landscape and Entranceway Easement more particularly defined as follows:

(i) "Landscape and Pedestrian Easement Area" - The Landscape and Pedestrian Easement Area is located within the bounds of Lots 14 and 15, Block C, Unit Three, Parsons Plantation Subdivision all as more particularly shown on the recorded plat of said subdivision and being an Easement of thirty (30) feet even width, and lying fifteen (15) feet of either side of a centerline as shown on the "Inset drawing" of such area on said plat.

The purpose of the Landscape and Pedestrian Easement Area over and across Lots 14 and 15, Block C, Unit Three, Peachtree Plantation Subdivision is to provide pedestrian access from the publically dedicated right-of-way of the cul-de-sac of Kates Court to the recreation area to be owned, operated and maintained by the Association. Said Easement is also for the purpose of providing to the Developer and all property owners who have membership in the Association a means of Pedestrian Ingress and Egress over, through and across the sidewalk area or pathway to be constructed by the Developer over said area and for the further purpose of the establishment and maintenance of appropriate landscaping and decorative fencing within said area so as to define said area.

(ii) "Landscape and Entranceway Easement Area" The Landscape and Entranceway Easement area is comprised of those areas having a total width of ten (10) feet and being immediately adjacent to the right-of-way of Old Peachtree Road and the right-of-way of Parsons Place Drive to it's point of intersection with Kates Way and being located within the bounds of Lots 1, Block B, and Lots 1, and 2, Block A, Unit Three, Peachtree Plantation Subdivision, all as more particularly shown on the recorded plat of said subdivision and identified as a "ten foot Landscape Easement" and being "crosshatched" on said plat that affects Lots 1, 2, and 3, Block A and Lots 1, 2, and 3 Block B.

The purpose of the Landscape and Entranceway Easement Area is to maintain an Easement where the Developer has or will construct and install decorative walls, fencing, landscaping, underground irrigation systems, decorative lighting and subdivision identification signage, the purpose of said walls, fencing, landscaping, lighting and signage being to enhance the entire subdivision of Parsons Plantation and so as to provide a decorative entranceway and delineation of said subdivision to the public. Said Easement area shall be ten (10) feet in total width and located immediately adjacent to the right-of-way of Old Peachtree Road and Parsons Place Drive and running parallel with said right-of-ways over Lots 1, 2, and 3, Block A and Lots 1, 2, and 3, Block B, Unit Three, Parsons Plantation Subdivision and as more particularly shown and delineated on said plat and as may hereafter be identified in a conveyance of said Easement Area to the Association affecting Lots 1, 2, and 3, Block A and Lots 1, 2, and 3, Block B, Unit Three, Peachtree Plantation Subdivision is for the purpose of permitting the Developer and/or the Association a means of Ingress and Egress over, through and across said easement area for the purpose of maintaining, repairing, constructing and reconstructing (i) a decorative masonry brick and stone entrance and gateway fencing as well as such additional decorative brick and stone pillar, wood rail and wood post or stone post fencing as determined and selected by the Developer and/or the Association and located within such easement area; (ii) underground irrigation and sprinkler systems; (iii) decorative lighting; (iv) signage identifying Parsons Plantation Subdivision whether located on an existing wall or structure or freestanding as determined and selected by the Developer and/or the Association; (v) and landscape plantings of flowers, shrubs and trees as determined and selected by the Developer and/or the Association.

The further provisions with respect to said Reserved Easements are more particularly set forth hereinafter in this Declaration including Section 3.03 hereof et seq.

The Reserved Easements provided for and identified hereinabove for the purposes specified therein are reserved by the Declarant for the benefit of the Declarant and the Association to be formed and for the sole purpose of constructing, reconstructing, repairing, maintaining, planting and replanting of all structures located therein or thereunder consisting of decorative walls, decorative fencing, decorative lighting, underground sprinkler systems and landscaping, (and sidewalks as to the Pedestrian Easement Area) and all such rights shall not be impaired or impeded by the Owner of any Lot affected by these Easements.

Declarant for itself and for the benefit of the Association reserves to itself all rights of ingress and egress in order to carry out and effectuate the purposes for which such Easements were preserved. Ingress and egress to the Landscape - Pedestrian Easement Area shall be from the right-of-way of Kates Way or the Recreation Area into, over and across such Easement Area.. The rights of ingress and egress to the Landscape - Entranceway Easement Area shall be only from the right of publically dedicated rights-of-way of Old Peachtree Road and/or Parsons Place Drive. No Owner of any Lot affected by such an Easement shall make any use of said Easement Area contrary to the purposes for which the same were reserved by the Declarant for the benefit of the Declarant and the Association as defined herein. In the event that permission is given by the Declarant or the Association to an Owner of a Lot affected by any such Easement, regardless of whether such permission is expressed, oral or written or merely by way of acquiescence, any such permission so given or construed to have been given, shall not prevent the future exercise of the rights reserved herein as to said Easement Areas by the Declarant and/or the Association. Supplemental Declaration may also mean an additional written Instrument executed by the Developer or Declarant, on the one hand, and the Owner(s) of any Lot located at Parsons Landing Subdivision, Unit I, as the same is shown on a plat of said subdivision recorded at Plat Book 43, Page 113, Gwinnett County Plat Records and Parsons Landing, Unit II, as the same is shown on a plat of said subdivision recorded at Plat Book 42, Page 255, Gwinnett County Plat Records where the Owners of any such Lot elect to subject their Lot to this Declaration of Covenants and participate and receive all of the benefits as well as be subject to the duties and obligations of an Owner.

(n) "Foreclosure" shall mean and refer to, without limitation, the judicial foreclosure of any mortgage or security interest or the judicial or nonjudicial exercise of any power of sale contained in any mortgage, security interest, or Deed to Secure Debt related to the property or any part thereof.

(n) "Lease" shall mean and refer to any lease, sublease, or rental contract, whether oral or written.

(o) "Lot" shall mean and refer to those portions of the Property shown and delineated as Lots on any Subdivision Plat of each Unit of Parsons Plantation Subdivision, or any revision thereof as said Final Plats of Subdivision are filed for record in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia.

(Pl "Mortgage" shall mean and refer to a mortgage, deed to secure debt, deed of trust, or similar other security instrument granting, creating, or conveying a lien upon, a security interest in, or a security title to a Lot or Lots and any improvements thereon.

(q) "Occupant" shall mean and refer to any person, including, without limitation, any guest, invitee, lessee, or family member of an Owner, occupying or otherwise using a Lot.

(r) "Officer" shall mean and refer to an officer of the Association.

(s) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, including Declarant, who or which owns fee simple title to any Lot and the Improvements thereon, but excluding those having such interest merely as security for the performance of an obligation.

(t) "Property", as the context should require, shall mean and refer to: (i) those tracts or parcels of land described on Exhibit "A", together with all improvements thereon.

(u) "Site Plan" shall mean and refer to that certain Preliminary Subdivision Plat of Parsons Plantation, Unit III, prepared by Precision Planning, Inc., Consulting Engineers and Planners, dated July 14, 1992 on 32.610 acres of land in Land Lot 199 of the 7th District, Gwinnett County, Georgia, as said Preliminary Plan of the Subdivision to be known as "Parsons Plantation, Unit III" was approved by governmental authorities of Gwinnett County, Georgia, (said Preliminary Approved Subdivision Plan was entitled as Parsons Landing, Unit III, Unit III thereof having been reworked and that portion of the subdivision having been renamed as Parsons Plantation, Unit III).

A legal description of the property shown on the Site Plan is attached hereto as Exhibit "A" said legal description including in addition to the property shown on the Site Plan.

(v) "Subdivision Plat" also referred to as "Final Subdivision Plat" shall mean and refer to that final survey plat of portions of the property shown on the Site Plan which have been developed in accordance with the Subdivision Regulations of which may hereafter have jurisdiction thereof, and which Plat of Survey has been approved by said governmental authority entitling said Plat to be recorded in the Plat Records of Gwinnett County, Georgia.

(w) "Supplemental Declaration" shall mean an additional Declaration executed by Developer or Declarant which shall be a legal written instrument executed in recordable form with the sole purpose of subjecting additional portions of the property to this Declaration of Covenants, Conditions, and Restrictions, which Supplemental Declaration shall be executed by Developer (Declarant) or any successor-in-title to Developer (Declarant) simultaneously with or immediately prior to the recording of additional Final Plats of subsequent Units of Parsons Plantation Subdivision, or revisions of the Final Plat of Parsons Plantation Subdivision, Unit III, as the case may be.



**ARTICLE II**  
**PLAN OF DEVELOPMENT**

2.1 Plan of Development of Property. Declarant has acquired 32.610 acres located in Land Lot 199 of the 7th District, Gwinnett County, Georgia, and being more particularly described in Exhibit "A" attached hereto and made a part hereof by reference, which lands have been approved for a Single-Family Residential Subdivision under the Zoning Ordinances and the Subdivision Regulations of governing authorities of Gwinnett County, Georgia for the purposes of developing a Single-Family Residential Subdivision in accordance with the Site Plan, i.e., the Preliminary Subdivision Plat of Parsons Plantation Subdivision as prepared by Precision Planning, Inc., Engineers and Surveyors, dated July 14, 1992 and approved by the governing authorities of Gwinnett County, Georgia, as amended, and as may hereafter be amended from time to time (i) to meet topographic and engineering problems which may arise in the course of development of the property; (ii) the definition and redefinition of Single-Family Residential Lots so as to bring said Subdivision Lots within the Development and Building Regulations of the governing authorities of Gwinnett County, Georgia so as to permit said Lots to have constructed and erected thereon Single-Family Residential Structures; (iii) to define and redefine the Single-Family Residential Lots so as to optimize the development of the subdivision, any restrictions set forth hereinafter elsewhere notwithstanding, Developer shall have the right to subdivide, resubdivide, redefine and reconfigure the size, shape and boundary lines of Lots and to cause revised Plats of Subdivision to be revised Final Plats of Subdivision to be filed for record free of any restriction or restraint on the further subdivision or resubdivision or division of platted Lots. The development of the property shall include the construction and installation of paved street, curbs, gutters, drainage structures and catch basins, soil erosion and sedimentation control structures, installation of water lines, fire hydrants, installation of electrical, telephone, cable television and natural gas utilities and any other structures or improvements required by the governing authorities of Gwinnett County, Georgia under the Development Regulations, Subdivision Regulations, Soil and Water Erosion Control Regulations of Gwinnett County, Georgia or as such regulations may hereafter be amended affecting said development or as being desirable by the developer. The plan of development shall also involve the creation and dedication of various easements for drainage, sanitary sewer, soil erosion control, or other appropriate easements as may be required by the governing authorities of Gwinnett County, Georgia, all of which easements shall be more particularly shown and delineated on each Final Plat of Subdivision of each Unit of Parsons Plantation Subdivision or revisions thereof. The streets and water system will be dedicated to the governing authorities of Gwinnett County, Georgia, together with any and all easements for

drainage, sanitary sewer, soil erosion or water runoff control areas or structures will be dedicated to the governing authorities of Gwinnett County, Georgia, subject, however to the governmental rules and regulations regarding future maintenance of any such improvements. Utilities for electricity, natural gas, telephone and cable television shall belong to the utility companies for providing said services and located within either the right-of-way of public streets or roads or within specific easement areas crossing portions of the Lots as such easements may be shown on any recorded Final Subdivision Plats of Parsons Plantation Subdivision. Declarant shall have the right and power, but not the obligation, for so long as Declarant owns any Lot primarily for the purpose of sale or owns any of the property still subject to the Development to amend and revise the Site Plan (overall Preliminary Subdivision Plat), and the recording of this Declaration shall not in any manner restrict or limit Declarant's rights to so amend or revise the overall Site Plan of the entire project. Declarant shall further have the right and power, but not the obligation, to amend any Final subdivision Plat of any Unit of Parsons Plantation Subdivision, provided, however, that such amended Final Subdivision Plat shall not modify or impair the property lines of any Subdivision Lot which is not owned by Declarant at the time of any such amendment, unless the legal title owner of record of such Lot would consent in writing and join in the execution of any such amendment to any Final Plat of Subdivision, together with any party having a security interest in any such Lot.

2.2 Plan of Development of Additional Property - Developer's Right to Add Additional Property to Development. Declarant hereby reserves the option, to be exercised in its sole discretion, to submit from time to time Additional Property beyond that which was included in the original Site Plan submitted to the governing authorities of Gwinnett County, Georgia, to the project by an (i) amendment of said Site Plan; or (ii) additional Site Plans of Additional Property; and to submit such Additional Property to the provisions of this Declaration and thereby to cause the Additional Property to become a part of the Single-Family Residential Subdivision known as Parsons Plantation. This option to add Additional Property may be exercised from time to time during a period of seven years from the date of this Declaration, provided however, that Declarant reserves the right to terminate such option at any time prior to the expiration of such seven-year period by executing and filing an agreement on the records of the Clerk of the Superior Court, Gwinnett County, Georgia, evidencing such termination, and except for such termination by Declarant, no other circumstances will terminate such option prior to the expiration of such seven-year period. The option reserved under this Section 2.2 shall be exercised by Declarant by the execution of a Supplemental Declaration as provided for herein which shall be filed in the records of the Clerk of the superior Court of Gwinnett County, Georgia, together with the Final Plat of a Unit or Units of Parsons Plantation Subdivision showing the real property which

is being added to the Development by such Supplemental declaration as well as the Lots thereon.

(a) Developer discloses that two portions of a pre-existing subdivision known as Parsons Landing, Units I and II already exists and are located to the Northwest of Unit III of Peachtree Plantation Subdivision. Declarant discloses that the Owners of the Lots in Parsons Landing Subdivision have consented and agreed that Parsons Landing Subdivision, Units I and II, be renamed and subsequently identified as Parsons Plantation, Units I and II. Developer discloses that said renaming of said subdivisions will be accomplished by the revision of the existing subdivision plats so as to effectuate said change and the filing of said plats in the Plat Records of Gwinnett County, Georgia. Developer shows that Developer's Plan of Development, including the sizing of the amenities to be established on the Recreation Area, have been sized anticipating that a sizable number of the Owners of Lots in Parsons Landing, Units I and II will consent and agree in writing to submit their respective Lots to this Declaration of Covenants, Conditions and Restrictions, subjecting their Lot to the mandatory assessment provisions hereof and entitling the Owners of such Lots to membership in the Association together with all of the rights and privileges of an Owner and subject to all of the duties and obligations of an Owner including the duty and obligation to pay the mandatory assessments and/or dues. Declarant further discloses that since the Lots in Units I and II of Parsons Landing Subdivision are already fully developed Lots having situate thereon single family residences, that some of those residences may not be in strict compliance with the provisions of this Declaration of Covenants, particularly Articles 10, and 11 hereof. Said Owners of Lots in Parsons Landing, Unit I and II, in connection with their submission of their Lot shall be entitled to preserve their existing covenants particularly with respect to building setback lines, square footages, and all other matters related to structures located on such properties with the full right to restore and replace all such structures to the same condition and in the same way as they pre-existed even though such reconstruction repair or restoration may be in conflict with the terms and covenants of this Declaration.

2.3 Interests Subject to Plan of Development. Every purchaser of a Lot shall purchase such Lot and every mortgagee and lienholder holding an interest therein (and any lien claimant claiming an interest therein) shall take title, or hold such security interest with respect thereto, with notice of Declarant's plan of development as herein set forth, and Declarant shall have and does hereby specifically reserve the right to add the Additional Property or any portion thereof to the Development as hereinabove provided, and with respect to each Lot located within the Additional Property, to convey to the purchaser thereof the title to the Lot and its appurtenant membership and voting rights in the Association. Any provisions of the foregoing plan of

development set forth in this Article II may not be abrogated, modified, rescinded, supplemented, or amended in whole or in part without the prior written consent of Declarant.

**ARTICLE III**  
**PROPERTY RIGHTS**

3.1 Lots. Each Lot shall for all purposes constitute real property which shall be owned in fee simple and which, subject to the provisions of this Declaration, may be conveyed, transferred, and encumbered the same as any other real property. Each Owner shall be entitled to the exclusive ownership and possession of his Lot, subject to the provisions of this Declaration. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, membership in the Association. Each Owner shall automatically become a member of the Association and shall remain a member thereof until such time as the ownership ceases for any reason, at which time such owner's membership in the Association shall automatically pass to such owner's successor-in-title to the Lot.

3.2 No Lot to be Further Subdivided. Subject however to the right in Declarant to revise and modify Lot as specified in Article II hereof, after Developer shall have sold any Lot to a person or entity other than Developer, then such Lots shall not be further subdivided, and the boundaries between Lots shall remain as established in accordance with the Final Plat of each Unit of the Subdivision of Parson Plantation, as recorded in the Plat Records in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia, unless the relocation of a Lot Line or the realignment of a Lot Line is necessary in order to correct surveying or drafting errors in the original establishment and location of a Lot Line on an existing Final Plat of a Unit of the Subdivision of Parson Plantation or to modify Lot Lines so as to make a Lot a "Buildable Lot" under the Building Regulations of Gwinnett County, Georgia, based on the conditions existing on the ground, provided that Declarant may not change or amend such a Lot Line unless the legal title owner of record of such Lot or Lots involved would consent in writing and join in the execution of any such Amendment to any Final plat of Subdivision together with any Party having a security interest in any such Lot or Lots.

3.3 Limited Common Area Easements - Landscape and Pedestrian Easement Area - Landscape and Entranceway Easement Area.

As to the Reserved Easements provided- for herein the Developer and/or Association shall have the right of entry upon such areas for the purpose of repairing, maintaining, painting and repainting, constructing and reconstructing of said walls, fences, landscaping, decorative lighting, underground sprinkler systems, walks and pathways or parts thereof and this right of ingress and egress

shall not be impaired or impeded by the owner of any lot affected by such easements. The right of construction, reconstruction or maintenance may be exercised by Contractors, Employees, or Workmen employed by either the Developer or the Association. The exercise of these rights and easements are subject to the following provisions:

"Landscape and Pedestrian Easement Over and Across Lots 14 and 15. Block C " The area of said Easement is as shown on the recorded Final Plat of Subdivision and as defined in a separate Easement Instrument to be executed in favor of the Association by Declarant. The purpose of said Pedestrian and Landscape Easement area is to provide the means for Pedestrian Ingress and Egress for property owners in Peachtree Plantation Subdivision and those other persons who may be permitted to become members of the Association and who will have rights to utilize the amenity package being developed on the Recreation Area by the Developer and to be owned by the Association so as to minimize the impact or necessity of automobile parking at the Recreation Area site. Within this area Developer and the Association shall be permitted to construct, reconstruct, maintain, repair and relocate a sidewalk or pathway area, appropriate landscaping and decorative fencing so as to define said area together with any directional or restrictive signage as deemed appropriate by the Developer and/or the Association. The exercise of the various rights of the Developer and/or the Association shall be exercised in accordance with the provisions of this Section 3.03.

(a) Excluding original construction and installation, the Developer or the Association prior to the exercise of the rights provided in this Section, the Developer or the Association shall notify the Lot Owner over whose Lot such Right is to be exercised and the Developer or Association shall provide such Lot Owner with information concerning the proposed repairs or work to be performed, shall designate the Contractor or Workmen to be employed by the Developer or Association to perform such work; shall advise the approximate dates and times when such work will be performed and the expected duration of such work.

(b) The Developer or the Association, in the exercise of their rights under this Section and including any Contractors, Agents, or Employees of the Developer or the Association, shall take all reasonable measures necessary to protect and prevent damage to the property of such Lot Owner, provided, however, that the failure to take such protective or preventive measures shall not prevent the exercise of the rights specified in this Section.

(c) The Developer and/or the Association exercising the right and privileges afforded by this Easement shall hold each such Lot Owner harmless from any and all loss, cost, or expense in the event that any damage to the property of such Lot Owner is occasioned by the exercise of the rights specified in this Section by such

Developer and/or Association, their contractors, agents, or employees.

(d) It shall be the obligation of the Developer and/or the Association, (including contractors, agents, or employees of Developer or Association) exercising the rights under this Section to promptly remove any and all tools and construction materials from the Lot Owner's property as soon as the work being performed is completed. It shall further be the obligation in the exercise of the rights and privileges under this Section to prosecute any such work promptly and without delay and to further repair any damage done to such Lot was in immediately prior to the exercise of the rights and privileges under this Section.

(e) The Association shall have all of the rights and privileges, as well as the obligations and duties together with the rights and privileges of ingress and egress for the purposes specified in this Section at such time as Developer, in writing, directs the Association to undertake all future maintenance and repair of the Easement area.

(f) There shall be no driveways entering any Lot from the right-of-way of Old Peachtree Road nor shall the decorative masonry brick and stone or other decorative fencing or landscaping ever be cut or broken for such purpose or any other purpose. There shall be no right-of-access from Lot 1, Block A, or Lot 1, Block B to the right-of-way of Parsons Place Drive, the sole road access for driveways of said Lots being to Kates Way said Landscape Easement Area located within Lot 1, Block A, and Lot 1, Block B adjacent to Parsons Place Drive shall be a no access buffer regardless of whether or not the same is shown or not shown on the Plat of Subdivision.

(g) No owner of any lot over which said decorative fence is located shall ever modify, alter or interfere with said decorative fence. No such owner shall ever attach or affix any other fencing or fence material of any type of description to said decorative fence to be constructed by Owner nor shall any such fence along a side line or rear line of any said lot be physically attached to any such post or pillar which is a part of said decorative fence or within any Reserved Easement Area, specifically the Landscape and Entranceway Easement Area or the Landscape and Pedestrian Easement Area as defined herein.

3.4 Owner's Easement of Enjoyment as to "Common Areas". Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Areas owned by the Association (including, without limitation, the right of vehicular and pedestrian access, ingress and egress over those portions of the Common Areas from time to time designated by the Association for such purposes), which right and easement shall be appurtenant to and shall pass with the title to every Lot subject to the following

provisions:

(a) The right of the Association to provide for the exclusive use and enjoyment of specific portions of the Common Areas at certain designated times by an Owner, his family, tenants, guests, and invitees.

(b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility now or hereafter situated or constructed upon the Common Areas and to impose reasonable limits on the number of guests who may use such recreational facilities.

(c) The right of the Association to adopt and enforce Rules and Regulations governing the use of the Common Areas as well as any recreational facilities situate on any such Common Areas.

(d) Subject to the provisions of Section 11.03 hereof, the right of the Board of Directors of the Association to suspend an Owner's voting rights and an Owner's rights to use any recreational facilities within the Common Areas for any period during which any assessment of the Association against said Owner's Lot remains unpaid, and for any infraction by an Owner of this Declaration, the By-Laws, or the Association's published rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed thirty (30) days.

(e) The right of the Association to borrow money (i) for the purpose of improving the Common Areas, or any portion thereof, (ii) for acquiring Common Areas, or (iii) for constructing, repairing, or improving any facilities located or to be located thereon, and subject to the provisions of Sections 8.02 hereof, to give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Areas.

(f) The rights and easements reserved to Declarant in Sections 3.04 (g), Section 3.05, Section 3.06, and Section 3.08 hereof, and for so long as: (i) Declarant owns any Lot primarily for the purpose of sale; or (ii) so long as Declarant owns any property shown on the Site Plan; (iii) so long as Declarant has the right to add Additional Property as provided in Section 2.02 hereof; Declarant shall also have the right to grant easements in, over, and across the Common Areas to any governmental or public agency, authority, or public or private utility for such purposes as benefit the Development and the Lots therein. Declarant shall have the sole right to determine which purposes benefit the Development for the purposes of this Subsection, in the exercise of the sole discretion of Declarant.

(g) The right of the Association to grant and accept easements as provided in Section 3.05 hereof and to dedicate or transfer fee simple title to all or any portion of the Common Areas

to any public or governmental agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the Board of Directors of the Association, provided, however, that no such dedication or transfer of fee simple title shall be effective unless an instrument agreeing to such dedication or transfer has been signed (i) by OWners having at least a majority of the votes of the Association and (ii) by the Declarant so long as Declarant owns any Lot primarily for the purpose of sale, or Declarant owns any portion of the property shown on the Site Plan or so long as Declarant has the unexpired option to add Additional Property to the Development.

(h) The rights and easements reserved in Section 3.06 hereof for the benefit of the Association, its directors, agents, and employees.

3.5 Easements for Utilities. The Board of Directors has the power to grant and accept easements upon, over, under, and across all of the Common Areas owned by the Association for ingress, egress, installing, replacing, repairing, and maintaining master cable television or communication systems, security and similar systems, and all utilities, including , but not limited to, storm sewers and electrical, gas, telephone, water, and sewer lines, provided, however, that for so long as Declarant owns any Lot primarily for the purpose of sale, or has the unexpired option to add Additional Property or any portion thereof to the Development, the Board of Directors must obtain the written consent of Declarant prior to granting and accepting any such easement. In addition, the Board of Directors has the power to grant and accept such easements upon, over, under, and across all of the Common Areas owned by the Association as may be reasonably necessary or desirable for the improvement of any portion of the Property; provided, however, that for so long as Declarant owns any Lot primarily for the purpose of sale, the Board of Directors must obtain the written consent of Declarant prior to granting and accepting any such easements. In addition, the Board of Directors has the power to grant and accept such easements upon, over, under, and across all of the Common Areas as may be reasonably necessary or desirable for the improvement of any portion of the Property, provided, however, that for so long as Declarant owns any Lot primarily for the purpose of sale, the Board of Directors must obtain the written consent of Declarant prior to granting and accepting any such easements. By virtue of any such easement, it shall be expressly permissible for the providing utility company or other supplier or servicer to erect and maintain upon the Property the necessary poles and other necessary equipment. Declarant shall also have all of the foregoing rights, powers, and privileges set forth hereinabove so long as Declarant owns any Lot primarily for sale or so long as Declarant owns any part of the property shown on the Site Plan or so long as Declarant has the unexpired option to add Additional Property to the Development, which rights, privileges, and powers may be exercised by Declarant



and Declarant hereby reserves to Declarant a Limited Power of Attorney, which Power of Attorney and authority is coupled with an interest, to execute any and all such easements in the name of the Association as Attorney-in-Fact for such Association.

3.6 Easements for Declarant and Association. There shall be a general right and easement for the benefit of the Declarant, the Association, its directors, officers, or agents to enter upon the Property, or Lot, or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner or occupant of the Lot, including any Single-Family Residential Structure or an appurtenant structure located on any such Lot.

3.7 Delegation of Use of Common Area and Limited Common Area. Any Owner may delegate, subject to and in accordance with the By-Laws and the published rules and regulations of the Association, his right of enjoyment to the Common Areas and recreational facilities therein to the members of his family, and his tenants, guests, and invitees.

3.08 Sales Office and Signs. Notwithstanding any provisions or restrictions herein to the contrary, Declarant and its duly authorized agents, sales agents, representatives, and employees, shall have an easement for the maintenance of sales signs, a sales office, and a construction office on the Property or on any Lot, together with such other facilities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to the completion, improvement, and sale of Lots, for so long as Declarant owns any part of the property shown on the Site Plan, or Declarant has the unexpired option to add any Additional Property to the Development.

3.09 No Partition. There shall be no judicial partition of the Development or any part thereof, nor shall any person acquiring any interest in the Development or any part thereof seek any such judicial partition unless the Development has been removed from the provisions of this Declaration. Further, there shall be no judicial partition of any Lot nor shall there be any judicial partition of the Common Areas owned by the Association.

#### **ARTICLE IV**

#### **MEMBERSHIP IN ASSOCIATION**

4.1 Membership. Every person, including Developer, who is the record owner of a fee simple or undivided fee simple interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association. Membership in the Association shall be mandatory and shall be appurtenant to and may

not be separated from the ownership of any Lot, and the ownership of a Lot shall be the sole qualification for such membership, The foregoing is not intended to include mortgagees or any other persons who should have an interest in a Lot merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an Owner's membership in the Association . Notwithstanding any of the foregoing to the contrary, no Owner, whether one or more persons, shall have more than one membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote and to hold an office in the Association may be exercised by a member or the member's spouse, but in no event shall more than one vote be cast nor more than one office be held for each Lot. The vote for such Lot shall be exercised as those Owners of such Lot themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one person seeks to exercise it. The voting weight appurtenant to each Lot is equal and each Lot shall have one vote. Any owner owning more than one Lot shall have one vote per each Lot owned. The rights of members are subject to the provisions of 4.02 hereof.

4.2 Developer's Membership and Voting Rights. The voting rights of members are subject to the provisions of this section 4.02 hereof, notwithstanding any other provisions contained in this Declaration or in the Articles of Incorporation or the By-Laws of Parsons Plantation Property Owner's Association, Inc. which are or may be construed to be to the contrary. Developer shall have the right to appoint and remove any member or members of the Board of Directors or any officer or officers of the Association until such time as the last of the following events shall occur: (i) So long as the Developer owns any Lot in the proposed development known as Parsons Plantation Subdivision as shown on any present or future Final Subdivision Plat of Parsons Plantation Subdivision filed for record in the office of the Clerk of the Superior Court of Gwinnett County, Georgia; or (ii) Developer shall have the unexpired right to subject Additional Property shown on the overall Preliminary Subdivision Plat of Parsons Plantation to this Declaration; or (iii) So long as the Developer has the unexpired right to add Additional Property to the Development as provided for in paragraph 2.02 of this Declaration; (iv) The surrender by Developer of the authorization to appoint and remove directors and officers of the Association by an express amendment to this Declaration executed and recorded by Developer. Each owner by acceptance of a Deed to or other conveyance of a Lot vests in Developer such authority to appoint and remove directors and officers of the Association as provided by this section 4.02, elsewhere in this Declaration, in the Articles of Incorporation and the By-Laws. The Articles of Incorporation or the By-Laws shall provide for several classes of members. One Membership Class being those persons defined in

section 4.01 hereof and another Class of members which shall be constituted by Developer (which upon the incorporation and organization of the Association shall be solely comprised of Parsons Plantation, Inc., its successors and assigns with the additional firms or corporations identified in section 1.01 (i) hereof to succeed to such membership class at such time as any additional property owned by such legal entities, their successors or assigns is actually submitted to this Declaration as provided for by this Declaration) which Class of membership comprised of Developer shall be so accorded greater voting rights than the membership comprised of those persons defined in section 4.01 hereof until such time as the last of the events set forth hereinabove shall have in fact occurred. The Articles of Incorporation and By-Laws shall further provide for the Class of membership comprised of the Developer to have exclusive voting rights for such time as shall be set forth in the By-Laws and as such exclusive rights may be limited by the By-Laws. Developer, in the organization of the Association and the adoption of initial By-Laws may provide for several additional classes of members, one such class of members to be those persons presently residing in Parsons Landing, Units I and II who may elect to submit their respective Lots to this Declaration of Covenants, Conditions, and Restrictions and be bound thereby. Another class of Membership shall be solely those persons residing in Parsons Ridge Subdivision who may be afforded a limited right to use the Amenity Area and be subject to the payment of dues but not otherwise subject to the covenants, conditions, and restrictions hereof. All Owners of Lots in Parsons Ridge Subdivision as to their Membership in the Association shall be non-voting and such persons shall not be eligible to hold office as an officer or serve on the Board of Directors of the Association. Such persons may be permitted to serve on committees with respect to the maintenance and operation of the Recreational Area. Such Persons shall be entitled to participate in meetings and express their opinions and views with respect to the Recreation Area and Amenity Package. The By-Laws of the Association shall more particularly define and set forth all such classes of Membership and their respective rights.

4.03 Developer's Right to Charge a Membership Fee. Developer specifically reserves the right to charge a Membership Fee to all Owners of Lots in Parsons Landing, Unit I and Parsons Landing, Unit II, as well as all Owners of Lots in Parsons Ridge Subdivision who may be extended the opportunity to join and receive the benefits of the Association and the Recreational Area-Amenity Packages being installed by the Developer. It is disclosed that the Lot price being charged to Purchasers of Lots in Unit III of Parsons Plantation includes a certain portion of, but not all of the Developers cost of providing the Amenity Packages for Recreational Area and the improvements of the Landscape-Pedestrian Easement Area and the Landscape-Gateway Entrance Area. Developer shall have the sole right and power to fix the amount of such fees provided, however, that Developer shall not receive in excess of \$1,000.00

for each Lot electing to join the Association or receive the benefits thereof as provided elsewhere in this Declaration or in the Association's Articles of Incorporation or By-Laws. Any excess fee that may be charged in excess of \$1,000.00 as a premium shall inure to the benefit of and be paid over to the Association by the Declarant. Declarant may not charge or assess any such fee payment to Purchasers of Lots in Unit III of Parsons Plantation Subdivision. Developers right to charge and receive such a fee shall extend for a period of time not to exceed five years after the date that the Recreational Area is deeded by the Developer to the Association. The Association may not waive or reduce such fee without the prior written consent of the Developer.

**ARTICLE V**  
**MAINTENANCE**

5.1 Owner's Responsibility. All Lots subjected to this Declaration, together with the exterior of all structures located thereon, shall be maintained in good order and repair and in a neat, clean and attractive condition by their respective Owners. Such maintenance shall include, but shall not be limited to, painting, staining, repairing, replacing and caring for roofs, gutters, down spouts, exterior building surfaces, trees, shrubs, grass, walks, and any and all other exterior improvements of whatever type or description, provided, however, that any such maintenance, repair, painting, or staining on the exterior of all structures shall be the same color, texture and type of material and quality as originally approved by the Architectural Standards Committee for the original construction of such structure, or as approved by the Architectural Standards Committee in connection with the maintenance, repair or redecoration, including repainting or restaining prior to the then proposed maintenance, repair, redecoration, repainting or re-staining. It is the intent hereof that any painting, staining or repairs and utilization of materials and textures of materials shall be compatible in appearance and quality with the range of colors and materials then existing on other residences in the neighborhood and approved by the Architectural Standards Committee. As provided in Section 5.03 hereof, each Owner shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining, or cleaning any item which is the responsibility of the Owner, but which responsibility such Owner fails or refuses to discharge. No Owner shall (i) decorate, change or otherwise alter the appearance of any portion of the exterior of his Single-Family Residence or other appurtenant permitted structure appurtenant thereto unless such decoration, change, or alteration is first approved, in writing, by the Association's Board of Directors or the Architectural Standards Committee as provided in Article X hereof, or (ii) do any work which, in the reasonable opinion of said Board of Directors or the Architectural Standards Committee, would jeopardize the soundness and safety of the Development, reduce the

value thereof, or impair any easement or hereditament thereto, without in every such case obtaining the prior written approval of the Board of Directors or the Architectural Standards Committee and the Owners and mortgagees of the Lots directly affected thereby or benefitting from such easement or hereditament.

5.2 Association's Responsibility. The Association shall have the responsibility for maintenance, repair, and replacement of the Common Areas and the decorative fence provided for in Paragraph 3.03 of this Declaration, said responsibilities being as set forth hereinabove.

(a) "Common Areas". Except as maybe otherwise specifically provided, herein the Association shall maintain and keep in good repair all portions of the Common Areas. The Association's responsibilities with respect to the Common Areas shall be deemed to include the maintenance, repair, and replacement of (i) all roads, driveways, walks, parking areas, and buildings and other improvements situated within the Common Areas, (ii) such lines, pipes, plumbing, wires, conduits, and systems which are a part of the Common Areas, and (iii) all lawns, trees, shrubs, hedges, grass, and other landscaping situated within or upon the Common Areas. The Association shall not be liable for injury or damage to any person or property (i) caused by the elements or by any Owner or any other person; (ii) resulting from any rain, snow, or ice which may leak or flow from any portion of the Common Areas; or (iii) caused by any pipe, plumbing, drain, conduit appliance, equipment, or utility line or facility, the responsibility for the maintenance of which is that of the Association, but it being in a state of disrepair. The Association shall not be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of the Common Areas. 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 improvements or repairs 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, the obligation to pay such assessments being a separate and independent covenant on the part of each Owner.

5.3 Association's Right to Enforce Owner's Responsibilities. In the event that the Board of Directors of the Association determines that : (i) any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, cleaning, repair, or replacement of items for which he is responsible hereunder, or (ii) that the need for maintenance, cleaning, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an

Owner, his family, tenants, guests, or invitees, and is not covered or paid for by insurance in whole or in part, then, in either event, the Association, except in the event of an emergency situation, shall give the Owner written notice of the Association's intent to provide such necessary maintenance, cleaning, repair, or replacement, at Owner's sole cost and expense, and setting forth with reasonable particularity the maintenance, cleaning, repair, or replacement, at Owner's sole cost and expense, and setting forth with reasonable particularity the maintenance, cleaning, repairs, or replacement deemed necessary. Except in the event of emergency situations, the Owner shall have fifteen (15) days within which to complete said maintenance, cleaning, repair, or replacement in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair, or replacement is not capable of completion within said fifteen (15)-day period, to commence said maintenance, cleaning, repair, or replacement and diligently proceed to promptly complete said maintenance, cleaning, repair, or replacement in a good and workmanlike manner. The question as to whether or not an Owner is "promptly" proceeding to complete maintenance, cleaning, repair, or replacement, shall take into consideration the nature of the maintenance, cleaning, repair, or replacement required in any particular instance. The Association shall have the right to make the determination as to whether any maintenance, cleaning, repair, or replacement is being "diligently prosecuted" and "promptly completed". In the event of emergency situations or the failure of any Owner to comply with the provisions hereof after such notice, the Association may provide any such maintenance, cleaning, repair, or replacement at Owner's sole cost and expense, and said cost shall be added to and become a part of the assessment for which such Owner is personally liable and for which assessment such Owner's Lot is subject and such assessment, in addition to being a personal liability and obligation of the Owner, shall be and become a lien and equitable charge against such Owner's Lot, which lien and equitable charge shall become immediately due and payable as soon as the Association has incurred the expense necessary to maintain, clean, repair, or replace items which are the Owner's responsibility, which assessment may be enforced by the Association as provided for hereinafter in this Declaration.

## ARTICLE VI

### INSURANCE AND CASUALTY LOSSES

#### OWNER'S DUTY TO REPAIR, RECONSTRUCT, AND CARRY INSURANCE

#### ASSOCIATION'S DUTY TO REPAIR, RECONSTRUCT, AND CARRY INSURANCE

6,01 Owner's Duty to Repair and Reconstruct in Event of Fire or Other Casualty. Each Owner of a Lot on which is situate a Single-Family Residential Structure shall have the duty to repair and reconstruct any damage to the Single-Family Residential Structure situate on his Lot together with any and all other appurtenant structures located thereon in the event of damage or destruction by fire or other casualty in accordance with the

provisions set forth hereinafter in this Article.

6.2 Owner's Duty and Responsibility to Carry Insurance - Amount and Type. Each Owner of a Lot on which is situate a Single-Family Residential Structure (together with other appurtenant structures) shall at all times maintain in full force and effect an insurance policy or policies insuring the Single-Family Residential Structure and appurtenant structures against "All Risks of Physical Loss" which shall include but not be limited to fire insurance and extended coverages but which insurance shall be an "All Risk" Policy. The amount of insurance coverage to be carried by such Owner shall be in an amount sufficient to replace the Single-Family Residential Structure and other appurtenant structures and such insurance shall be written on a "Replacement Cost" Basis, which insurance policy shall also be indexed to increase said coverages as inflation affects the increase in value in the housing market generally in the Metropolitan Atlanta, Georgia, and with public liability insurance with a minimum coverage of \$100,000.00.

6.3 Purpose of Owner's Duties Set Forth in Section 6.01 and 6.02. Declarant hereby states and declares that the purpose of the requirement to repair and reconstruct is for the purpose of protecting the value and desirability as well as future marketability of the real properties which are subject to this Declaration, it being stated that the effect of unrepaired damage or destruction of any Single-Family Residential Structure or other appurtenant structures would have an immediate and continuing adverse impact upon the value and future marketability of adjoining Lots and also to all Lots in the entire Development known as Parsons Plantation Subdivision as shown on any Final Subdivision Plat of Parsons Plantation.

6.4 Owner's Duty to Furnish Proof of Insurance to Association. Each Owner shall have the duty and responsibility to furnish proof of insurance which the Owner is required to carry by Section 6.02 hereof, to the Association upon receiving a written request therefor from the Association. Owner shall furnish such proof of insurance coverages to the Association within fifteen (15) days from the date of written request from the Association.

6.5 Damage and Destruction - Repair and Reconstruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Single-Family Residential Structure or other appurtenant structures situate on a Lot, the Owner shall immediately proceed with the filing and adjustment of all claims arising under such insurance policy carried by Owner as provided for in Section 6.02 hereinabove and to obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring such property to

substantially the same condition in which it existed prior to the fire or other casualty with Single-Family Residential Structure and other appurtenant structures situate on such Lot to be repaired or reconstructed in the same location as it was previously located on such Lot. All such construction, repair, or reconstruction, including exterior materials and colors shall be in substantial conformity and quality with the Single-Family Residential Structure and other appurtenant structures which existed on such Lot immediately prior to such damage or destruction and as the same had been previously approved by the Architectural Standards Committee. In the event that a Lot Owner determines to change or alter the design, materials or colors in connection with the repair, construction or reconstruction, then and in such event such proposed changes shall first be approved in writing by the Architectural Standards Committee prior to such construction, repair or reconstruction. A Lot Owner shall have the obligation to provide to the Association full and complete details as to the Lot Owner's intent to construct, repair or reconstruct any such damage or destruction, including the submittal of plans and statement of Owner's intent as to whether or not Owner intends to reconstruct, repair, or replace the damage in substantial conformity and quality as to that which existed immediately prior to the damage or destruction.

(b) Owner shall cause such repair or reconstruction to be commenced as soon as possible and within a reasonable time provided that such repair and reconstruction shall commence not later than ninety (90) days after the date of the occurrence of such damage or destruction of the Single-Family Residential Structure or other appurtenant structures situate on a Lot and such repair and reconstruction once commenced shall be prosecuted diligently to completion.

(c) The Owner shall have the obligation and duty to repair and reconstruct such damage to the Single-Family Residential Structure and any and all other appurtenant structures situate on Owner's Lot under the provisions of Section 6.01 hereof regardless of whether or not such Owner has complied with such Owner's duties under this Article as to insurance and regardless of the amount of insurance proceeds payable as a result of such fire or other casualty leading to the damage or destruction of Owner's Single-Family Residential Structure and/or other appurtenant structures situate on Owner's Lot.

6.6 Mortgagee Cooperation Required. In the event of any damage or destruction of a Single-Family Residential Structure or any other appurtenant structures situate on a Lot and in the event such Lot and the improvements situate thereon are subject to any mortgage, such Mortgagee shall cooperate with the Owner and any insurance carrier in adjusting any claims under such insurance to effect the repair and reconstruction required under this Article. Further, in the event that any Mortgagee should be an Owner of a



Lot on which is constructed a Single-Family Residential Structure and/or any other appurtenant structure situate on a Lot, whether title to such Lot was acquired by foreclosure or otherwise, such Mortgagee shall have all of the duties, responsibilities, and obligations of an Owner under the provisions of this Article VI, including the affirmative duty to repair and replace damage or destruction and to carry insurance and furnish evidence thereof to the Association.

6.7 Association's Duty to Repair and Reconstruct Common Areas in the Event of Fire or Other Casualty. The Association shall have the duty to repair and reconstruct any damage to the entranceway, the gateway, the entrance walls, and/or to any structures or recreational facilities situate on any Common Areas together with any and all other appurtenant structures and landscaping located on such Common Areas in the event of damage or destruction by fire or other casualty *in* accordance with the provisions set forth hereinafter in this Article.

6.9 Association's Duty to Carry Insurance. The Association, through its Board of Directors or its duly authorized agents, shall obtain and continue in full force and effect the insurance coverages provided for hereinafter in this Section.

(a) The Board or its duly authorized agents shall have the authority to and shall obtain and continue in effect adequate property insurance, in such form as the Board deemed appropriate, for the benefit of the Association and insuring all insurable improvements *in* and to the Common Areas against loss or damage by fire or other hazards, including without limitation, extended coverage and vandalism and malicious mischief, such coverage to be in an amount sufficient to cover the full replacement cost (without depreciation) of any repair or reconstruction in the event of damage or destruction from any such hazard.

(b) The Board or its duly authorized agents shall have the authority to and shall obtain and continue in effect a public liability policy covering all the Common Areas against any and all damage or injury caused by the negligence of the Association, its members, its directors and officers, or any of its agents. Such public liability policy shall have at least \$500,000 of coverage with respect to the injury to or death of any one person, \$1,000,000 with respect to any one occurrence of bodily injury or death, and \$100,000 with respect to property damage. The provisions of this Subsection are minimum requirements and nothing contained herein shall prevent the Association from obtaining coverages *in* amounts higher than those stated herein or from obtaining any excess liability coverages as the Board of Directors of the Association may deem appropriate or prudent from time to time. The Association shall include the Declarant as a co-insured under any such policies of liability insurance upon the written request of Developer to be so included as a co-insured, so long as

Developer is in the process of constructing, maintaining or repairing any of the Common Areas prior to turning over complete control of the Common Areas to the Association.

(c) The Board or its duly authorized agents shall have the authority and may obtain (i) worker's compensation insurance to the extent necessary to comply with any applicable laws and (ii) such other types and amounts of insurance as may be determined by the Board to be necessary or desirable.

(d) The Board of Directors shall conduct at least once every two (2) years an insurance review which shall include a replacement cost appraisal, without respect to depreciation, of all insurable improvements located on the Common Areas for which the Association has the responsibility for maintenance and repair, which insurance review shall be performed by one or more qualified persons, at least one of whom must be in the real estate residential or construction industry and familiar with housing construction in the Duluth, Gwinnett County, Georgia area . All property insurance policies obtained by the Association may contain reasonable deductibles, and the amounts thereof shall be added to the face amounts of such policies in determining whether such property insurance coverage equals at least the full replacement cost of such insured improvements.

(e) All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association and the costs and the premiums of all such insurance coverages shall be a common expense of the Association. Exclusive authority to adjust losses under policies obtained by the Association and hereafter in force with respect to the Development shall be vested in the Board of Directors; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto. Insofar as permitted by law, the Association shall be required to make every reasonable effort to secure insurance policies with the provisions hereinafter set forth:

(i) All policies shall be written with a company licensed to do business in the State of Georgia and holding a rating of A-XI or better in the financial category as established by Best 's Insurance Reports if such a company is available and, if not available, its equivalent rating or the best rating possible.

(ii) All policies shall contain a waiver of the insurer's right to cancel without first giving thirty (30) days prior written notice of such cancellation to the Association and to any mortgagee to which a mortgagee endorsement has been issued.

(iii) All property insurance policies may contain

a waiver by the insurer of its right to repair and reconstruct instead of paying cash.

(iv) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners or their mortgagees.

(v) All policies shall contain a waiver of subrogation by the insurer as to any claims against the Association, the Association's directors and officers, the Owners, and their respective families, servants, agents, tenants, guests, and invitees, including, without limitation, the Association's manager.

(vi) All policies shall contain a provision that no policy may be cancelled, invalidated, or suspended on account of the conduct of one or more of the individual Owners, or their respective families, tenants, agents, and guests, or on account of the acts of any director, officer, employee, or agent of the Association or of its manager, without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.

(vii) All policies shall contain a provision that the "other insurance" clauses in such policies exclude from consideration policies obtained by individual Owners.

(viii) All liability insurance shall contain cross-liability endorsements to cover liability of the Association to an individual Owner.

(f) Disbursement of Proceeds of Insurance Paid as Respects Property Damage. The claims proceeds from any property insurance coverages carried or purchased by the Association shall be receivable by the Association and shall be used as follows:

(i) Proceeds on account of damage to Common Areas shall be used by the Association to repair and reconstruct such damage for which the insurance claim was made and the event that the proceeds of such insurance claim exceed the amount required to repair and reconstruct the Common Areas or facilities to substantially the same condition as they were in prior to the fire or other casualty, then such excess shall belong to the Association as part of its general funds to be used for general Association purposes.

(g) Duties of Association to Adjust Claims. Immediately after the damage or destruction by fire or other casualty to all or any part of the Development covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agents shall proceed with the filing and adjustment of all claims arising under such insurance and to obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring such property to substantially the same condition in which it existed prior to the fire or other casualty and all construction or reconstruction to be in substantial conformity with that which existed prior to the damage or destruction.

(h) Special Assessments. If the damage or destruction for which the insurance proceeds are paid to the Association is to be repaired or reconstructed, and such insurance proceeds are not sufficient to defray the entire cost of repair and reconstruction, the Board of Directors shall, without the necessity of a vote of the members, levy a special assessment or assessments to provide sufficient funds to pay such excess cost of repair or reconstruction in the following manner, which assessments will constitute equitable liens and personal obligations, and which shall be enforceable as provided in article IX hereof;

(i) Any assessment on account of damage or destruction to any Common Areas shall be assessed equally against all Lots in the Development subjected to this Declaration, and the owners of such lots.

(ii) Additional assessments, as needed, may be made in like manner at any time during or following the completion of any repair or reconstruction.

(i) Association's Right to Make Claim Against an Owner and an Owner's Liability Insurance Coverages. As respects damage or destruction occurring within a Common Area, the sole cause of which damage or destruction occurred as a result of any act on the part of an Owner or members of an Owner's family, an Owner's guests or invitees, then and in that event, the Association shall have the right and power to make such claims as against such Owner and such Owner's liability insurance coverages required to be carried by such Owner under the terms of this Declaration for the payment of all sums required to repair and reconstruct all such damage or destruction. The funds received as a result of such claims shall be used to repair and reconstruct the damage for which such claim was made; and in the event that the amount paid on any such claim would exceed the cost of repair or reconstruction, such excess shall belong to the Association and become a part of its general funds. In the event that the amount paid on any such claim is not sufficient to cover the full costs of such repair and

reconstruction, then and in that event, the Association shall have the right to levy special assessments as provided in section 9.05 hereof against the Owner for the difference between the actual cost of repair and reconstruction and the amount paid on the claim by the Owner's liability insurance policy, which special assessment shall constitute a personal liability of the Owner as well as an equitable lien and charge upon the Owner's Lot and may be enforced as in the case of any other assessment as more particularly provided for hereinafter in this Declaration in article IX hereof.

(j) Time for Repair and Reconstruction. As soon as any insurance loss has been adjusted and the insurance proceeds are available to the Association, the Association shall proceed promptly to repair and/or reconstruct all such damage for which the claim was made and shall prosecute such repair and reconstruction promptly to completion.

6.10 Association's Right to Enforce Provisions of Article VI. The Association shall have the right to enforce the provisions and requirements of this Article as against any Lot Owner to the same extent as the Declarant has the right to enforce said provisions under Paragraph 6.07 hereof.

6.11 Lots Owned by Declarant. Any of the foregoing provisions of this Article VI to the contrary notwithstanding, with respect to any damaged Lot or structure situate on a Lot owned by Declarant, it shall be the responsibility of Declarant to perform the functions which are herein specified to be performed by either the Owner or the Association with respect to fire or other casualty to any Lot owned by Declarant, it shall be the responsibility of Declarant to file and adjust all insurance claims affecting the same, and it shall be the responsibility of Declarant to repair or reconstruct such damage.

## ARTICLE VII CONDEMNATION

### 7.1 Taking by Eminent Domain.

(a) In the event any portion of the Common Areas shall be taken under the power of eminent domain or any action shall be commenced with respect to the taking of the Common Areas by eminent domain (sale or transfer of the Association to any public or quasi-public body, agency or person, corporate or otherwise having the power of eminent domain, either under the threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a taking by eminent domain). the Association's Board of Directors, or its duly authorized agent, shall proceed with all action deemed necessary or desirable by said Board, or its agent, with respect to the negotiation and settlement of the award in condemnation and/or the defense of such eminent domain proceeding.

In addition said Board, or its agent, shall obtain reliable and detailed estimates of the cost of the repair to the Association Property not so taken.

(b) Repair, as used in this Article, means repairing the property to substantially the same condition *in* which it existed prior to the taking by eminent domain. All damages shall be repaired as soon as practicable after any such taking shall occur.

The Association's Board of Directors may advertise for sealed bids from and may negotiate with any licensed contractors for such repair and may enter into such contract or contracts for such repair as it may deem necessary or advisable.

(c) Subject to the provisions of Section 7.01 (d) in the event that the award in condemnation paid to the Association is not sufficient to defray the cost of such repair, the Association's Board of Directors shall have the authority to and shall, without a vote of the members, levy a special assessment against all of its members who are then entitled to the use and enjoyment of the damaged Association Property and in such proportions as said members are then subject to assessment by the Association for the purpose of sufficient amount to provide funds to pay such excess cost of repair. Additional assessments for such purpose maybe made, without a vote of the members, at any time during or following the completion of any repair. The proceeds from condemnation and assessments, if any, received by the Association shall be disbursed as provided for in Section 7.03 hereof.

(d) Any such damage to the Common Areas shall be repaired, unless nine-tenths (9/10) of the votes of all members of the Association entitled to cast votes at a duly called meeting of the Association, (written notice of which shall be sent to all members of the Association at least thirty (30) days in advance setting forth (i) the purpose of the meeting, (ii) the amount of the award in condemnation to be paid as a result of such taking, and (iii) reliable and detailed estimates of the cost of repair of Association Property), vote not to repair such damage. No Mortgagee shall have any right to participate in the determination as to whether the damage shall be repaired. In the event, and if for any reason, such damage is not repaired, then the damaged area or areas shall be cleaned up and maintained in a neat and attractive condition.

7.2 Quorum or Any Action Authorized Under This Article.  
The quorum required for any action authorized under this Article shall be as follows: At the first meeting called to take action under this Article, the presence at the meeting of members or of proxies or of representative entitled to cast sixty (60%) of the total votes of those classes of members entitled to vote shall constitute a quorum. In the case of any vote by written ballot in lieu of a meeting, a return of the first canvass of ballots

representing sixty percent (60%) of those votes of classes of members entitled to vote shall constitute a quorum. If the required quorum is not forthcoming at any meeting or canvass, another meeting or canvass may be called, subject to the giving of prior notice, and the required quorum at any such subsequent meeting or canvass shall be one-half (1/2) of the required quorum at the preceding meeting or canvass, provided that no such subsequent meeting shall be held or canvass taken more than sixty (60) days following the preceding meeting or canvass.

7.3 Disbursement of Proceeds. Proceeds of the award in condemnation and special assessment, if any, received by the Association shall be disbursed as follows: All such proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or cleaning up, as the case may be, as hereinabove provided. Any proceeds remaining after defraying such costs shall be made available to both the Association and its Mortgagee or Mortgagees, if any, having an interest in or a lien upon the Association Property so taken or damaged, for such use as they alone may determine. This is a covenant for the benefit of any Mortgagee and may be enforced by such Mortgagee.

7.4 Acknowledgement of Prior Right of Gwinnett County, Its Governmental Agencies, Boards and Authorities as to Publicly Dedicated Right-Of-Ways. Declarant, for itself and for the Association hereby acknowledges that in connection with the Development of the property described on Exhibit "A" as well as the property shown on the Site Plan and as well as any Additional Property which may be subsequently submitted to this Declaration, that Gwinnett County, Georgia, its agencies, boards and governmental authorities and including any other municipality or governing authority has a prior right, power and privilege over, through and across all publicly dedicated right-of-ways which are shown and delineated on any final recorded Plat of Subdivision as well as any and all drainage easements, sewer easements (both temporary and permanent), and any other easements required by such governing authority and shown and delineated on such Final plat of Subdivision. Declarant expressly acknowledges and states that as a condition of obtaining the approval of the governing authorities of Gwinnett County, Georgia, and as a condition of obtaining future approval of the governing authorities of Gwinnett County, Georgia, and as a condition of obtaining future approvals from the governing authorities of Gwinnett County, Georgia, and/or the governing authority of any municipality or any other governmental agency, board, bureau, or authority having jurisdiction, so as to permit the creation of "islands" or "median" strips located within any such right-of-ways and to obtain permission to construct or erect any gatehouse or other structure or to install any underground water irrigation system or to install any landscaping within, on, over or upon any portion of said right-of-ways, that Gwinnett County, Georgia, or any other governing authority, board, agency,

bureau, or governmental entity shall have the full right, power and authority to enter upon said right-of-ways or any part thereof, including any median strips in order to maintain said right-of-way or to install, repair, modify, construct, reconstruct or maintain any public utility or facility owned by or dedicated to any such governmental authority and the governmental authority has the full right, power and privilege to exercise all of said rights without any legal or equitable obligation or liability to Declarant or the Association to repair or replace any landscaping, shrubbery, plants or any structures, underground irrigation system or other improvements situate in said right-of-way, which such governing authority has expressly or has not permitted to be installed or located in such right-of-way, and the governing authority of Gwinnett County or any other governing authority, agency, bureau or board shall not have any liability under any theory of eminent domain or any other legal or equitable theory of recovery, it being expressly and fully acknowledged that the ability of Declarant and the Association to have constructed and maintained for the future any such "island" or "median" areas, with any and all landscaping or other improvements situate thereon is a privilege and not a right, and is subject to the full right, power and authority of Gwinnett County, Georgia, and/or the governing authority of any other municipality or of any governmental agency, board, bureau or authority as to said right-of-way areas which prior power, right and authority shall include but not be limited to the power to permit, deny, or terminate the privileges granted to the Declarant and/or the Association to maintain any landscaping, islands, median strips, underground irrigation systems, gatehouses or other structures within such right-of-ways.

**ARTICLE VIII**  
**ADMINISTRATION BY ASSOCIATION**

8.1 Common Areas. The Association, subject to the rights of the Declarant and the rights and duties of the Owners set forth in this Declaration shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in a good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions thereof. Except to the extent otherwise required by the Georgia Nonprofit Corporation Code, this Declaration, the By-Laws, or the Articles of Incorporation, the powers herein or otherwise granted to the Association may be exercised by the Board of Directors, acting through the officers of the Association, without any further consent or action on the part of the Owners. As provided in Section 13.01 hereof and notwithstanding any other provision to the contrary contained in any instruments evidencing or establishing the Development, Declarant shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association until such time as the last



of the following events shall occur: (i) so long as the Declarant owns any Lot in the proposed development known as Parsons Plantation as shown on any present or future Final Subdivision Plat of Parsons Plantation filed for record in the office of the Clerk in the Superior Court of Gwinnett County, Georgia; or (ii) Declarant shall have the unexpired right to subject Additional Property shown on the overall Preliminary Subdivision Plat of Parsons Plantation to this Declaration; or (iii) so long as Declarant has the unexpired right to add Additional Property to the Development as provided for in paragraph 2.02 of this Declaration; (iv) the surrender by Declarant of the authority to appoint and remove directors and officers of the Association by an express amendment to this Declaration executed and recorded by Declarant. Each owner, by acceptance of a Deed to or other conveyance of a Lot, vests in Declarant such authority to appoint and remove directors and officers of the Association as provided by this Section 8.01 and by Section 13.01 hereof. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

8.2 Duties and Powers. The duties and powers of the Association shall be those set forth in the Georgia Nonprofit Corporation Code, this Declaration, the By-Laws, and the Articles of Incorporation, together with those reasonably implied to effect the purposes of the Association; provided, however, that if there are conflicts or inconsistencies between the Georgia Nonprofit Corporation Code, this Declaration, the By-Laws, or the Articles of Incorporation, the provisions of the Georgia Nonprofit Corporation Code, as may be applicable, this order, shall prevail, and each owner of a Lot, by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies. Notwithstanding the foregoing provisions of this Section 8.02 or any other provision of this Declaration to the contrary, so long as Declarant shall have the unexpired right to appoint and remove any member or members of the Board of Directors of the Association and any officer or officers of the Association as set forth in Section 13.01 and 8.01 of this Declaration, the Association shall not, without the consent of Declarant, borrow money or pledge, mortgage, or hypothecate all or any portion of the Common Areas.

8.03 Agreements. Subject to the prior approval of Declarant for so long as Declarant has the unexpired right to appoint and remove any member or members of the Board of Directors or the Association and any officer or officers of the Association as set forth in Section 13.01 and 8.01 of "this Declaration, all agreements and determinations lawfully authorized by the Board of Directors shall be binding upon all owners, their heirs, legal representatives, successors, assigns, and others having an interest

in the Development or the privilege of possession and enjoyment of any part of the Development, and in performing its responsibilities hereunder, the Association, through its Board of Directors, shall have the authority to delegate to persons of its choice, such duties of the Association as may be determined by the Board of Directors. In furtherance of the foregoing and not in limitation thereof, the Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall deem necessary or desirable for the proper operation of the Development, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. Any management agreement for the Development shall be terminable, without payment of any termination fee by the Association or such manager, with cause upon not more than thirty (30) days written notice, and the original term of such management agreement may not exceed one year, with renewals by agreement of the parties for successive one-year periods. Notwithstanding the foregoing to the contrary, in the event that such management agreement is with Declarant, any of its partners, or any affiliate of Declarant or any of its partners, then such management agreement may be terminated with or without cause upon not more than ten (10) days written notice. During the period of Declarant's control of the Association, such management agreement shall also contain the provisions required in Section 13.01 hereof. All costs and expenses incident to the employment of a manager shall be common expenses of the Association. During the term of such management agreement, manager may, if authorized by the Board of Directors, exercise all of the powers and shall be responsible for the performance of all the duties of the Association, excepting any of those powers or duties specifically and exclusively reserved to the directors, officers, or members of the Association by this Declaration or the By-Laws. The manager may be an individual, corporation, or other legal entity, as the Board of Directors shall determine, and may be bonded in such a manner as the Board of Directors may require, with the cost of acquiring any such bond to be an expense of the Association. In addition, the Association may pay for such legal and accounting services as the Development or the enforcement of this Declaration, the By-Laws, or the published rules and regulations of the Association.

8.4 Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, subject to the Association's Articles of Incorporation, the By-Laws and/or the provisions of this Declaration may acquire and hold tangible personal property and real property and may dispose of the same by sale or otherwise. All funds received and title to all properties acquired by the Association and the proceeds thereof, after deducting therefrom the costs incurred by the Association in acquiring or selling the same, shall be held for the benefit of the Owners as herein provided, and for the purposes herein stated. The

shares of the Owners in the funds and assets of the Association cannot be individually assigned, hypothecated, or transferred in any manner, except to the extent that a transfer of the ownership of a Lot also transfers the membership in the Association which is an appurtenance to such Lot.

8.5 Rules and Regulations. As provided in Article XII hereof, the Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Common Areas, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

8.6 Liability. The officers and directors shall not be liable for any mistake of judgment, whether negligent or otherwise, except for their own individual willful misfeasance or malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association) and the Association, as a common expense of the Association, shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. In addition, each director and each officer of the Association shall be indemnified and held harmless by the Association, as a common expense of the Association, from any expense, loss or liability by reason of having served as such director or as such officer and against all expenses and liability, including court costs and reasonable attorneys' fees, incurred by or imposed upon such director or officer in connection with any proceeding to which he may be a party or have become involved by reason of being such director or such officer, whether or not he is a director or officer at the time such expenses and liability arise from a proceeding in which such director or such officer is adjudicated guilty or willful misfeasance or malfeasance, misconduct, or bad faith in the performance of his duties. In the event of a settlement of any such proceeding, the indemnification provided hereby shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. To the extent available, the Association shall as a common expense maintain adequate general liability and officers; and directors liability insurance to fund these obligations.

8.7 Compensation. No director or officer of the Association shall receive any fee or compensation for services performed by him unless such fee or compensation is first fixed by resolution adopted by a majority vote of the Owners present in person or by proxy at a duly constituted meeting of the Association.

**ARTICLE IX**  
**ASSESSMENTS**

9.1 Purpose of Assessments. The assessments for common expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Lots, and maintaining the Development and the Common Areas, together with all improvements situate thereon, all as required by the provisions of this Declaration, and all as shall be more specifically authorized from time to time by the Board of Directors of the Association.

9.2 Creation of Lien and Personal Obligation of Assessments. Each owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed *in* such deed, *is* deemed to covenant and agree to pay to the Association: (a) annual assessments, such assessments to be established and collected as provided *in* Section 9.3 hereof, (b) special assessments, such assessments to be established and collected as provided *in* Section 9.04 hereof, and (c) individual or specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, fines as may be imposed against such Lot *in* accordance with Article XII hereof. Any such assessment, together with all charges, interest at the highest rate allowable under the laws of the State of Georgia, and court costs and attorneys' fees incurred to enforce such assessment, shall be an equitable charge and a continuing lien upon the Lot against which each such assessment is made. Each Owner shall be personally liable for his portion of each assessment coming due while he is the Owner of a Lot, and his grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, but without prejudice to the rights of such grantee to recover from his grantor the amounts paid by such grantee therefor; provided, however, the liability of a grantee for the unpaid assessments of his grantor shall not apply to the holder of any first priority mortgage or any second priority mortgage taking title to a Lot through foreclosure or by deed *in lieu* of foreclosure. Assessments shall be paid *in* such manner and on such dates as may be fixed by the Board of Directors. Unless otherwise provided by the Board of Directors, the annual assessments shall be paid *in* twelve equal monthly installments.

9.03 Computation of Annual Assessments. It shall be the duty of the Board of Directors at least thirty (30) days prior to the Association 's annual meeting to prepare a budget covering the estimated common expenses of operating the Association during the coming year, such budget to include a capital contribution or reserve account *in* accordance with the capital needs of the Association. The Board shall cause (i) the proposed budget and (ii) the proposed annual assessments proposed to be levied against each Lot for the following year to be delivered to each Owner at

least fifteen (15) days prior to such meeting. Except as otherwise provided in Section 9.09 hereof, the annual assessments shall be equally divided among the Lots so that the annual assessments shall be the same for each Lot. The proposed budget and the proposed annual assessments shall become effective unless disapproved at the annual meeting by either (i) Declarant, so long as Declarant has the authority to appoint and remove directors and officers of the Association, or (ii) a vote of a majority of the votes of the Owners who are voting in person or by proxy at said meeting. Notwithstanding the foregoing, in the event the proposed budget is not approved or the Board of Directors fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget and annual assessments in effect for the then immediately preceding year shall continue for the succeeding year. If any budget at any time proves inadequate for any reason, then the Board of Directors may call a meeting of the Association for the approval of a special assessment as provided in Section 9.04 hereof. The common expenses of the Association to be funded by the annual assessments may include, but shall not necessarily be limited to the following:

(a) management fees and expenses of administration, including legal and accounting fees and expenses of the Architectural Control Committee, including fees of a professional Architect employed by the Association or serving on said Architectural Control Committee pursuant to a compensation agreement;

(b) utility charges for utilities serving the Common Areas, including trash collection;

(c) the cost of any master or blanket policies of insurance purchased for the benefit of all the Owners and the Association as required or permitted by this Declaration, including fire and other hazard coverage, public liability coverage, and such other insurance coverage as the Board of Directors determines to be in the interests of the Association and the Owner;

(d) the expenses of maintenance, operation, and repair of the Common Areas and any improvements thereon, which is the responsibility of the Association under the provisions of this Declaration;

(e) ad valorem real and personal property taxes assessed against the Common Area.

(f) such other expenses as may be determined from time to time by the Board of Directors of the Association to be common expenses, including, without limitation,

taxes and governmental charges not separately assessed against the Lots; and

(g) the establishment and maintenance of a reasonable reserve fund or funds (a) for maintenance, repair, and replacement of those portions of the Common Areas which are the responsibility of the Association and which must be replaced on a periodic basis, and (b) to cover unforeseen operating contingencies or deficiencies arising from unpaid assessments or liens, as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board of Directors.

9,04 Special Assessments. In addition to the annual assessments authorized above, the Association, acting through its Board of Directors, may levy, in any assessment year, special assessments for common expenses, applicable to that year only, provided that any such assessment shall be approved by (i) the Declarant, for so long as Declarant has the authority to appoint and remove directors and officers of the Association, and (ii) by a majority of the votes of the Owners who are voting in person or by proxy at said meeting. The Board of Directors may make such special assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted.

9.05 Individual Assessments. Any expenses occasioned by the conduct of less than all of the Owners or by the conduct of the family, tenants, agents, guests, or invitees of the Owner of any Lot shall be specially assessed against such Owner's and such Owner's Lot or Lots, the conduct of the occupants (or their agents) which occasioned such expenses. The individual assessments provided for in this Section 9,05, as well as other individual assessments as against any Lot Owner provided for in this Declaration, shall be levied by the Board of Directors and the amount and due date of such assessments so levied by the Board shall be as specified by the Board of Directors.

9,06 Notice of Meeting and Quorum. Written notice of the annual meeting of the Association, as well as any other meeting called for the purpose of taking any action authorized under Section 9.03 and 9.04 hereof, shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast over fifty percent (50%) of all the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no meeting shall be held with less than one-fourth (1/4) of the total membership of the

Association constituting a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

9.7 Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration, together with court costs, reasonable attorneys' fees, late charges, and interest as provided herein, shall be secured by an equitable charge and continuing lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot except only for:

(i) Liens of ad valorem taxes; and

(ii) A lien for all sums unpaid on a first priority mortgage, on any second lien priority mortgage, and all amounts advanced pursuant to any such mortgage and secured thereby in accordance with the terms of such instrument.

All other persons acquiring liens or encumbrances on any Lot after this declaration shall have been recorded shall be deemed to consent that such liens or encumbrances shall be inferior to such future liens for assessments as provided herein, whether or not such prior consent shall be specifically set forth in the instruments creating such liens or encumbrances.

9.8 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments or any portion thereof which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge in an amount as may be determined by the Board from time to time, and the Board shall cause a notice of delinquency to be given to any member who has not paid such assessment within ten (10) days following the due date thereof.

A lien and equitable charge as herein provided for each assessment shall attach simultaneously as the same shall become due and payable, and if an assessment has not been paid within thirty (30) days, the entire unpaid balance of the assessment may be accelerated at the option of the Board and be declared due and payable in full. The continuing lien and equitable charge of such assessment shall include the late charge established by the Board of Directors, interest on the principal amount due at the maximum rate allowable under the laws of the State of Georgia, all costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law. In the event that the assessment remains unpaid after sixty (60) days from the original due date, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. The equitable charge and lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners, and each Owner, by his acceptance of a deed to a Lot, vests in the Association or

its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and/or to impose the equitable charge and continuing lien on such owners Lot, with the full right, power, and authority to foreclose such equitable charge and continuing lien by judicial foreclosure levy sale or otherwise as provided now or hereafter by law. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any judicial foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein, including by way of illustration but not limitation, nonuse of the Common Areas or abandonment of his Lot.

9.9 Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Areas to the Association by the Declarant, or at such time as Declarant may turn over to the Association certain Common Areas for the maintenance by the Association, which assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. Declarant shall be entitled to execute and record an Amendment to this Declaration specifying the date of such conveyance of the Common Areas to the Association or the date that Declarant turned over to the Association certain Common Areas for maintenance by the Association including by way of example, but not by way of limitation, the gateway and landscaped entrance area, median strip in the entrance of Parsons Place Drive and/or the pedestrian easement area situated within the bounds of Lots 14 and 15, Block C, Unit III, Parsons Plantation Subdivision.

The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year. Anything contained herein to the contrary notwithstanding, Declarant, on behalf of itself and its successors and assigns, covenants and agrees to pay the annual assessment, payable monthly, for each Lot owned by Declarant. The Declarant shall, in the event Declarant has consented to the adoption of a budget involving a deficit, fund any deficit which may exist between the amount of the assessments assessed and the annual budget for so long as Declarant has the authority to appoint and remove directors and officers of the Association; provided, however, that the budget, assessments, and deficit, if any, shall be annually reviewed by the Board of Directors, and during such period the annual assessments for each year may only be increased to a sum not to exceed the greater of either (i) up to and in proportion with the increase in the Consumer Price Index (All Urban Consumers, United States City Average, All Items 1957-59=100) for the receding calendar year; or (ii) not in excess of twenty-five percent (25%) of the annual assessment in effect due for the immediately preceding fiscal year, or (iii) such increased amount as may be directly caused by the assessment of real property taxes by the Governing Authority having jurisdiction and powers of assessment and collection of ad valorem



real property taxes or insurance premiums for the Association's insurance which the Association is required to carry or any other similar items over which the Association has no control. The limitation on assessments shall not apply to situations where Special Assessments may be assessed by the Association. The limitation on the increase of annual assessments provided for hereinabove shall not apply in any fiscal year during which Declarant conveys any common areas to the Association, or the year immediately following in which Declarant turns over to the Association certain common areas for maintenance by the Association, or the year immediately following the year in which any such conveyance or turning over for maintenance may occur, but the limitation on increases in the assessment shall apply for succeeding fiscal years thereafter. Declarant shall not be obligated to fund any deficit created by the failure of the Association to collect assessments which have been established and assessed as provided for this Article XI.

9.10 Builders Exempt from Annual Assessments - Time of Exemption. No Builder who purchases a Lot and constructs thereon a residence for resale in the ordinary course of business shall be liable for the payment of any such Assessments until the earliest that one of the following events may occur:

- (a) Builder sells said Lot to a third party; or
- (b) Builder elects to lease, rent or permit the occupancy of the residential structure situate on said Lot under any written or unwritten Lease Agreement or under any other arrangement, written or oral, expressed or implied; or
- (c) Builder, Builder's spouse or Builders relative(s) occupy the residence on said Lot; or
- (d) The third annual anniversary date following the date of acquisition of title to said Lot by Builder from Declarant, i.e., either the Owner or the Developer identified in this Declaration with their successors and assigns standing in the place of Owner and Developer as Declarant.

At the time of the occurrence of the earliest of any of the above events, the liability and obligation to pay annual Assessments shall commence immediately. Assessments for any part year shall be pro-rated based on the number of days then remaining in any such calendar year.

The provisions of this Section 9.10 do not apply to the purchase of a Lot by any individual or entity other than a Builder having a direct contractual relationship with the Declarant as the basic Builder group to acquire Lots and construct single family residences for resale. The exclusion of the Builders liability and such Lots that they may own is a negotiated term between the

Declarant and such Builder Group. This exclusion shall not apply to any Owner or Purchaser from a Builder where such Owner buys or acquires title to an unimproved Lot and then contracts with one of the Builders in the Builder Group for the construction of a residence on such Lot by such Builder. In such eventuality such Owner and such Owner's Lot shall be liable for Assessments in accordance with Paragraph 9.09 hereof.

## **ARTICLE X**

### **ARCHITECTURAL STANDARDS, ARCHITECTURAL REVIEW PROCEDURE AND ENFORCEMENT**

10.1 Purpose. To assure a community of congenial Owners, to protect the value of the Development, to provide for the overall aesthetic coordination of the Development and to protect against construction of dwellings or accessory structures incompatible with the development of the property and to preserve and protect to the extent possible natural vegetation and trees, to provide for the proper location of all improvements on a Lot and the final landscaping of a Lot, the Lots and all improvements located thereon shall be subject to the restrictions set forth in this Article X. Every grantee of any Lot in the Development, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article X.

10.2 Approval Required for Grading, Site Preparation or Construction. No grading, site preparation or construction of any improvement or structure of any nature whatsoever shall be constructed; altered, added to, or maintained upon any part of the Development or a Lot, except (a) such improvements as are approved by the Architectural Standards Committee in accordance with this Article X, or (b) improvements which pursuant to this Article X or as provided elsewhere in the Declaration do not require the consent of the Architectural Standards Committee.

10.3 Architectural Standards Committee - Appointment and Duties. Declarant shall have the right to select and appoint the members of the Architectural Standards Committee so long as Declarant (i) owns any Lot primarily for the purpose of sale; (ii) Declarant owns any part of the property shown on the Site Plan; or (iii) Declarant has the unexpired option to add any Additional Property to the Development; or (iv) Declarant has the authority to appoint and remove directors and officers of the association. Declarant shall have the right to determine the number of members of said Committee and Declarant shall further have the right to determine who shall be members of the Committee, which members appointed by Declarant need not be Owners of any Lot and said members of said Committee may be employees, agents, or such other persons selected by Declarant from time to time and the members of said Architectural Standards Committee shall serve at the pleasure of the Declarant, Declarant expressly reserving the right to

terminate a member's appointment to said Committee and to appoint other members to said Committee from time to time in the sole discretion of Declarant. At such time as Declarant no longer has the right to appoint members to said Committee from time to time *in* the sole discretion of Declarant. At such time as Declarant no longer has the right to appoint members of the Committee; or at such time as Declarant no longer has the right to remove any directors and officers of the Association; or Declarant shall have surrendered *in* writing the right, power and privilege of appointing and selecting members of the Committee, then and *in* that event, the Board of Directors of the Association shall select and appoint persons to serve on said Committee, which persons so selected shall serve for such term or terms of office as the Board of Directors shall provide by Rule, Regulation or Board of Directors Resolution. Persons authorized to serve on the Committee do not have to be Owners or members of the Association. The duties, powers and authorities of the Architectural Standards Committee shall be as set forth in this Article X or as provided for elsewhere in this Declaration, or in the Association By-Laws. The Architectural Standards Committee (sometimes referred herein as the "Architectural Committee" or "Committee") shall have the duty to review all site plans, grading plans, building plans and specifications for any dwelling or accessory appurtenant structure, for any exterior addition to, change in or alteration of any dwelling or accessory structure erected and maintained, or proposed to be erected or maintained, upon any Lot and landscaping plans relating to any such Lot. The Committee shall have the power and authority to approve or disapprove any or all of said plans or specifications. Until such time as the Association has been legally incorporated and organized, the Architectural Control Committee shall be appointed by Declarant, and such committee so appointed shall exercise all of the rights, powers and privileges provided for in this Declaration.

10.4 Site Plans - Grading Plans. Before construction of any dwelling or any other accessory structure prior to clearing, grubbing, grading, or obtaining any permits for construction or related to construction of any improvements or structures from governing authorities of Gwinnett County, Georgia, a Lot Owner shall provide to the Committee an accurately drawn dimensional Site Plan of the Lot which shall show topographic contours with intervals of not less than two feet and which Site Plan shall show the location of any and all structures to be constructed or erected upon such Lot, the location of drives and driveways, retaining walls, septic tanks and septic tank drain lines, french drains, pools, fences, future pool site (including future pool and pool deck dimensions) and shall further submit final building plans and specifications for all structures and for all appurtenant structures, including any and all' of the afore mentioned items. Any and all such plans and specifications are subject to the prior review and approval in writing by the Architectural Committee. In the event that the Architectural Committee disapproves the plans

or any portion thereof, then and in that event no clearing, grubbing, grading, or construction may be commenced on such Lot until such time as revised plans have been resubmitted to the Architectural Committee, which meet the approval of the Architectural Committee. In the event that the Architectural Committee has approved plans and specifications, any changes or modifications thereto must be submitted to and approved by the Architectural Committee in accordance with the provisions of this Article. A Lot Owner shall submit four (4) copies of all such plans and specifications of the dwelling and accessory appurtenant structures, if any, together with the Site Plan and all other plans and specifications required hereby, which the Owner proposes to construct or erect on his Lot, two (2) copies of which shall be retained by the Architectural Committee for its records and two (2) copies of which shall be returned to the Owner. Such plans and specifications shall include, but not be limited to, among other things, the following minimum information:

- (a) Nature, kind and shape of structure:
- (b) Type of materials, together with actual samples of brick, siding, roofing and exterior colors and such other materials as may be requested by the Architectural Committee:
- (c) Finishes and colors of all exterior surfaces, including roof coverings, fences and gates:
- (d) Proposed location of the dwelling and accessory buildings, if any, on the Lot and the floor plans of same and landscaping plans;
- (e) Front, side and rear elevations:
- (f) Location of drives, walks, building setbacks, fences, gates, easements and parking areas;
- (g) Name of the proposed builder;
- (h) Grading plans for the Lot and finished floor elevation of the dwelling and accessory buildings, if any;
- (i) Plans for soil erosion control structures which shall meet or exceed the requirements of the State Soil and Water Conservation Act and/or any local ordinances, rules, resolutions or regulations adopted by any governing authority having jurisdiction of said Lot, pursuant to said State Act or Local Ordinance;
- (j) A plot plan of the Lot which shall show the areas or portions of said Lot to be cleared and those portions of the Lot which shall not be cleared; and

{k) Site Plan shall be prepared by a registered land surveyor showing all of the items required herein, together with the location of any proposed septic tank drain lines together with the location of any proposed swimming pool or the location of any future swimming pool site, if a swimming pool is not to be constructed by the Lot Owner at the time of original submission of plans.

10.5 General Architectural Standards. Certain other conditions relating to the design and construction of any dwelling or accessory structure are set forth in Section 10.06 hereof, and this Section 10.05 hereof, in providing the Architectural Committee with the authority to approve or disapprove plans and specifications for all dwellings and accessory structures constructed on the Lots is to, among other things, provide for the overall functionality of utility and drainage systems and aesthetic coordination of the Development and to protect against construction of dwellings or accessory structures incompatible with the development of the property. Nothing contained herein, nor any action of the Architectural Committee, is intended to be, nor shall it be construed to be a representation, warranty or approval of the adequacy, safety or fitness for intended use of any submitted plans, specifications, materials, products or construction. Approval or disapproval of such plans and specifications shall be in the discretion of the Architectural Committee and shall be based upon the following factors:

{a) Harmony and compatibility of exterior design and size with the existing or proposed dwellings and accessory structures erected or to be erected on Lots;

{b) General quality in comparison with the existing standards of dwellings and accessory structures erected or to be erected on Lots;

{c) Location in relation to surrounding dwellings and accessory structures, notwithstanding location in accordance with the setback lines required by applicable legal requirements, the Plat, or this Declaration;

{d) Location of utility lines and facilities including, without limitation, surface water drainage facilities, in relation to surrounding topography and existing or proposed utility lines and facilities;

{e) Aesthetic considerations;

{f) Compliance with other applicable provisions of this Declaration, including, without limitation, the provisions of Section 10.06 hereof; and -

{g) Finished floor elevations of the dwelling and accessory structures and finished elevation of the grade of the Lot as they

relate to the topography of adjoining portions of the property or adjoining lots.

10.6 Improvement of Lots. Except as may be otherwise expressly provided in this Declaration, all construction of dwellings, accessory structures and all other improvements and site plans by a Lot Owner in the Development shall be undertaken and completed in accordance with the following conditions:

(a) No Lot may be redivided and only one dwelling may be erected on each Lot.

(b) All construction shall be carried out in compliance with all applicable legal requirements.

(c) Construction of all dwellings and accessory buildings and landscaping shall be commenced within twelve (12) months after the Owner acquires title to his Lot, and shall be completed within twenty-four (24) months thereafter, unless such completion is impossible, would result in extraordinary financial hardship to the Owner or other person undertaking such construction is prevented or delayed due to strikes, fires, floods, lightening, earthquakes or other casualties; provided, however, that as long as Declarant is the Owner of any Lot, no person, other than Declarant, may bring any action or suit with respect to the violation of the foregoing provision of this Section 10.06(c) for a period of one hundred and twenty (120) days from the date of occurrence of such violation and thereafter only in the event that Declarant has commenced no action to correct such violation.

(d) Concrete or concrete block or cinder block shall not be used as a building material for any exposed exterior surface including, without limitation, the foundations of any dwelling or accessory structure, and there shall be no chain-link fences or other fences or walls of any material which the Architectural Committee determines to be incompatible with dwellings or other accessory structures in the Development. Chain-link or wire mesh fences may be used in the construction of dog runs, provided that said chain-link or wire mesh fence utilized in connection with a dog run shall be effectively screened from view of any street or of any adjoining Lot by providing appropriate landscaping and plantings of evergreen plants or where any such view is blocked by an approved structure, which has been approved by the Architectural Committee. No chain-link or wire mesh fence may ever be used, in connection with a dog run where any portion of said chain-link or wire mesh fence enclosing a dog run would be located along any exterior lot line. Any dog run may not exceed 10 feet by 20 feet in size. Any chain-link or wire mesh fence used for a dog run may, in the discretion of the Architectural Committee be required to be painted or may be a vinyl coated chain-link or wire mesh fence with the color of said vinyl coating or other factory applied coating to be satisfactory to the Architectural Committee. Nothing set

forth herein shall prevent the enclosure of the rear yard by a chain-link, wire mesh, or other type fence approved by the Architectural Committee which would confine dogs or permitted pets to an owners lot.

(e) Only one mail box shall be located on any Lot, which mail box shall be physically located and placed either on the Lot or on that portion of the right-of-way of a publicly dedicated street at such location approved by the Architectural Control Committee and as may be required or permitted by the United States Postal Service rules and regulations. The design of the mail box shall be of the design, type and size determined by the Architectural Control Committee, which shall be used throughout the development.

(f) No lumber, bricks, stones, cinder, blocks, scaffolding, mechanical devices, or any other materials or devices used for building purposes shall be stored, placed, buried or left on any Lot except for the purpose of construction of a dwelling or accessory structure of such Lot, nor shall any such building materials or devices be stored on any Lot for longer than the length of time reasonably necessary to complete the construction in which such materials or devices are to be used.

(g) No exposed above-ground tanks for the storage of fuel, water or any other substance shall be located on any Lot. All exposed metal roof flashing, stacks, vents, attic ventilators, metal chimney caps, gutters and down spouts must be painted or of such other material or color as approved by the Architectural Committee.

(h) Adequate off-street (not located on any portion of any public right-of-way) parking shall be provided for each Lot.

(i) No later than thirty (30) days after issuance of a certificate of occupancy for a dwelling on a Lot, and prior to occupancy by the Owner of such improvements on such Lot, the following must have completed:

(1) All driveway areas must have been paved with a suitable material, *i.e.*, either concrete, laid brick or asphalt or a decorative combination thereof as approved by the Architectural Control Committee. No gravel driveway or bare dirt driveway shall be permitted on any Lot.

(2) The sidewalk to be constructed *in front* of each Lot shall have been completed by the Owner in accordance with the sidewalk specification set forth in Paragraph 10.06 (u) hereof. . .

(3) All areas in the front yard (and in the case of a corner lot, in the front and *side* yard facing all

streets which said Lot abuts) shall be sodded with a turf type of sod from the back of the curb of the roadway to the 35 foot building setback line as shown on the Recorded Plat of Subdivision for the entire length or width of said Lot from side Lot line to side Lot line (a corner Lot shall be construed from side Lot line extending around the corner and extending to the rear line of subject Lot). All other yard areas shall be planted or seeded or have other suitable ground cover as approved by the Architectural Control Committee pursuant to an approved landscaping plan.

(4) Exterior of each dwelling shall have been completely finished.

(j) Containers for garbage and other refuse shall be located either (i) underground; or (ii) in screened sanitary enclosures, or (iii) maintained within any garage, except for those times, if any, which may be designated by governmental authorities when such containers are to be placed on a public street by the curb for the purposes of garbage or trash collection. No incinerators for garbage, trash or other refuse shall be used or maintained on any Lot.

(k) Each Lot Owner shall make reasonable efforts to preserve native trees that do not conflict with the location of improvements and which generally fit into the landscaping plan of the Owner.

(l) No window air-conditioning unit or solar collector panels or related equipment or fixtures may be located in any part of any dwelling or accessory structure which is visible from any street, and all exterior compressor units shall be ground-mounted and screened by fencing or planting of a density and height to hide the unit effectively, which fencing or planting shall be approved by the Architectural Committee in accordance with Section 10.04. Solar collector panels of any type or description shall be so located so as to prevent any glare or reflection of light from being reflected or transmitted to adjoining Lot and the location and design of said solar collector panels shall require the specific written prior approval of the Architectural Committee.

(m) There shall be no silver finish aluminum doors (including glass sliding doors) or windows of any kind in any dwelling or accessory structure; provided, however, that copper screening or factory painted or anodized finish aluminum doors or windows may be used if the color of such aluminum or screening has been approved in accordance with the provisions of Section 10.04.

(n) During the course of construction of any improvements on any Lot, all building debris, stumps, trees, trash and refuse shall be removed from each Lot and such debris shall not be dumped in area of the Development unless specifically approved by the



Declarant and otherwise permitted under applicable Governmental Regulations.

(p) All builders shall use reasonable efforts to minimize mud, dirt and other building debris from accumulating on the streets of the subdivision and as an aid to effect the removal of dirt, mud and gravel and the like from the treads of vehicles used in construction, an Owner may cause to be placed in the permanent driveway location from the back of the curb of any public street and for such distance into said Lot as may be appropriate, gravel or other suitable sized rock.

(PI) During construction on any Lot all vehicles relating to such construction, including vehicles delivering materials, shall enter the Lot only on the driveway for such Lot and shall be parked on such Lot so as not to damage trees or other vegetation thereon which are to be preserved.

(q) No plumbing vent or heating vent shall be placed on the front side of any roof of any dwelling or accessory structure. Foundation vents shall be made of cast iron, anodized aluminum or wood and shall be of a color compatible with the color scheme of the dwelling to which attached.

(r) Any person undertaking any construction on a Lot and the Owner of such Lot shall be responsible for maintaining the continuing cleanliness of, and repairing any damage to, any curbing, gutter or street resulting from construction on such Lot. Repairs of all such damage shall be made within fifteen (15) days after demand therefor by the Declarant and/or the Association. No steel-tracked vehicle, backhoe, or construction equipment of any type shall be driven or operated over or across any paved street. The builder and the owner of a Lot shall be responsible for compliance with this provision including any and all employees, subcontractors, agents or independent contractors, employed or engaged by them and such builder and owner shall be jointly and separately liable to Declarant for the cost of repair of any damage to any paved street by reason of a violation of this provision by any person, firm, or corporation, employed or engaged by such builder or owner in any capacity which has occasioned such damage.

(s) The type, height and location of all exterior antennae, aerials, or other device for the transmission or reception of television signals, radar signals, or any form of electromagnetic radiation shall be subject to the approval of the Architectural Committee, provided, however, that no such antennae, aerials, or other device as specified hereinabove may ever be located on any Lot or on any structure located on any such Lot, where any such antennae, aerial, or other device would be visible from the street. No radar dish or dish type antenna of any type or description shall be permitted on any Lot.

(t) The exterior of all chimneys or chimney chases shall be constructed or finished with the same or similar materials being used on the exterior of the principal residence and as otherwise approved by the Architectural Control Committee.

(u) The Owner of each Lot shall be obligated to construct along the front, (and in the case of a corner Lot, along the entire frontage of said Lot abutting any public street whether the same be considered to be the front yard or the side yard thereof, but specifically excluding those portions of Lot 1, Block A, and Lot 1, Block B, located within the bounds of the Landscaped Entrance Easement Area adjacent to Parsons Place Drive) said sidewalks to be constructed of concrete, to be located within the right-of-way of the public street which said such Lot abuts at a point where the nearest edge of the sidewalk to the paved portion of the street shall be four feet even distance behind the constructed curb with said walks to be four feet wide and four inches thick with the grading. Sidewalks are to be so constructed so as to provide a continuity from Lot to Lot with no abrupt changes in grade or steps and so as to provide smooth joints. The surface of such sidewalks shall be trowel and float finished with appropriate expansion joints equally spaced. Adjoining Lot Owners and/or Lot Owners and the Developer shall cooperate in order to effectuate the topographical grade of construction at adjoining Lot Lines.

(v) No fence, wall, or any other above ground structure that may be permitted within the area between the edge of the right-of-way and all applicable front and side building set-back lines, and no trees, shrubs, flowers or other vegetation shall be placed, planted or permitted to remain which obstruct horizontal sight lines at elevations between two and six feet above the street shall be placed, planted, or permitted to remain on any portion of any corner Lot within any triangular area formed by the common boundaries of such Lot and the right-of-way and a line connecting said common boundaries at points thirty (30) feet from the intersection of said common boundaries. In the case of any rounded corner Lot, such thirty (30) feet shall be measured from the point formed by the intersection of said common boundaries as extended. The same sight line limitations shall apply to that area of every Lot within a ten (10) foot radius emanating from the intersection of any boundary line of any Lot with the edge of a driveway pavement. Trees may be planted and maintained within any of such areas if the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

(w) The design, construction, location and installation of all decorative planting islands, vegetable gardens, and rock gardens must receive prior approval of the Architectural Committee. No vegetable or cut flower garden may be maintained in any front or side yard. All such gardens must be in the rear yard of a Lot. The design, construction and installation of all sculptures, statuary, planters, birdbaths, birdhouses, fountains and other

decorative embellishments or any other lawn or yard decoration of any type or description or any type of new or used, (whether classified or considered to be an antique, or not) farm or non-farm equipment or implement which are visible from any street, and must receive prior approval of the Architectural Committee. The Architectural Committee may, in the exercise of its sole discretion, refuse to grant approval for any one or more of the foregoing items which are visible from any street, must receive prior approval of the Architectural Committee.

10.7 Procedure, Time - Limitation of Liability. The Architectural Committee shall act with all reasonable promptness upon receipt of plans and specifications submitted in accordance with Section 10.04 hereof to approve or disapprove same. If the Architectural Committee shall fail to approve or disapprove such plans and specifications within forty-five (45) days after written request for the approval of such plans and specifications has been received by the Architectural Committee, then the Architectural Committee shall be deemed to have approved such plans and specifications to the extent such plans and specifications are not inconsistent with the provisions of this Declaration or the Architectural Standards set forth in this Article X; provided, however, that all other conditions and restrictions of this Declaration shall remain in full force and effect, unless such plans and specifications are materially altered or changed. Notwithstanding anything contained in this Declaration, the By-Laws, the Articles of Incorporation, or otherwise which is or may be construed to the contrary, neither the Declarant, nor any of its officers, directors or shareholders nor any member of the Architectural Committee shall have any liability of any nature whatsoever (including, without limitation, liability arising ex contractu or ex delicto), for any damages, losses, expenses, fees, attorneys' fees or other costs, whether foreseen or unforeseen, ordinary or extraordinary, to the Association, or to any owner, builder, other person arising, directly or indirectly, out of, or in connection with, the Architectural Committee's approval of, or disapproval of, or failure to disapprove or to approve any plans, specifications, materials, products, construction or builders. In the event of any dispute or disagreement regarding any action taken by or not taken by the Architectural Committee, or any of its members, the aggrieved party shall be limited solely to seeking injunctive relief against the Declarant, the Architectural Committee or its members and no aggrieved party shall have any right to seek damages against the Declarant, the Architectural Committee or any of its members. Every person who submits plans or specifications for approval by the Architectural Committee agrees, by submission of same, and every Lot Owner also agrees, that they will not bring any action or suit of any nature against the Declarant, or any of its officers, directors or shareholders, or any member of the Architectural Committee to recover for any such damages, losses, expenses, fees, attorneys' fees or other costs.

10.8 Accessory Appurtenant Structures. A detached accessory structure may be placed on a Lot to be used for a playhouse, a swimming pool, a tool shed, a doghouse (including a dog run) or a garage (garage is herein defined as being a structure designed for the storage of personal automotive vehicles and shall be enclosed including garage doors); a garage may be a detached, semi-detached or attached accessory structure. Such accessory structures, excluding garages, shall not exceed twenty (20) feet in height and shall conform in exterior design and quality to the dwelling on the same Lot. With the exception of a garage that is attached by breezeway, covered walk or otherwise is attached to a dwelling, an accessory structure placed on any Lot shall be located only behind the dwelling as such dwelling fronts on a street of the Development. Such accessory structures shall also be located within such side and rear setback lines as may be required by applicable legal requirements and the Plat. Mailboxes, by necessity shall not be subject to any front yard setback requirements. As provided by Section 10.04 hereof, the Architectural Committee shall have the right to approve or disapprove the plans and specifications for any accessory structure to be erected on any Lot. Construction of an accessory structure shall not be commenced until complete final plans and specifications shall have been submitted to and approved by the Architectural Committee in accordance with the provisions of section 10.04 hereof and unless such plans and specification also conform to the provisions of Section 10.06 hereof. Any accessory structure shall be constructed concurrently with or subsequent to the construction of the dwelling on the Lot on which such accessory structure is located. As provided by Article XI hereof, certain types of structures may not be erected on any Lot. The Architectural Control Committee shall not have the authority to approve the construction, erection, maintenance or location of any structure or improvement which is otherwise prohibited by the terms of this Declaration including but not limited to the provisions of this article X or the provisions of article XI-Protective Covenants and the granting of approval by the Architectural Control Committee of any such item otherwise prohibited by this Declaration shall not prevent the Declarant, or the Association, or any owner from taking any and all actions as may be authorized by this Declaration or authorized by law to prevent the installation, construction or maintenance of any such item or thing or to require the removal of any such item structure or thing which is otherwise prohibited hereby including the full right to seek injunctive or other legal or equitable relief.

10.9 Approval of Builders and Landscapers. Any builder or Owner in the status of a General Contractor (and any substitute builder), prior to performing any work on the property subject to this Declaration, must be approved by the Declarant as the Association's Board of Directors as to the financial stability, building or experience, and ability to build or landscape structures or grounds of the class and type of those which are to

be built on the property subject and to be subjected to this Declaration . No person, firm, or entity shall be approved as a builder unless such person, firm, or entity obtains his income primarily from construction and is primarily engaged in the construction business. No OWner of a Lot will be permitted to act as his own builder or contractor except where such OWner obtains his income primarily from the construction of residences and otherwise meets the qualifications for approval by the Declarant or the Association's Board of Directors.as said qualifications are hereinabove set forth.

The approval or disapproval of any builder or landscaper shall be made in the sole discretion of the Declarant or the Association's Board of Directors based on the information furnished to it by any builder or landscaper seeking approval hereunder. Neither Declarant nor the Association or its Board of Directors shall have any liability to any owner, builder, landscaper, or to any other person, firm, or corporation by reason of the exercise of the powers and privileges reserved to Declarant and/or the Association's Board of Directors under this Section.

10.10 Compliance with Soil Erosion Control Requirements, Before any grading, clearing, grubbing or soil disturbing activity, as the same as now or hereafter defined under the terms of the State Soil and Water Conservation Act, or any ordinance, resolution, rule or regulation adopted by any governmental authority, an Owner shall install silt screens, hay bales or any other siltation control device or devices as may be required by any governmental agency or authority having jurisdiction thereof, and said Owner shall during construction and thereafter maintain in good order and repair all such soil erosion and siltation devices and make such other additions thereto as may be required to make such soil erosion controlled device or siltation control device effective . In the event that an Owner does not comply with the provisions of this Section, then and in that event the Declarant or the association may enforce this section by an action at law or in equity for the purpose of enjoining any other construction or land disturbing activity until such time as such Owner shall have complied with this Section. Declarant or the Association shall be entitled to recover any and all court costs and legal expenses including attorneys' fees in connection with any such suit or legal action incurred by it. In addition to the foregoing rights the Declarant or the Association shall have the right, power and privilege, but not the obligation to enter upon said Lot and to install, maintain, or repair such soil erosion and siltation control devices as may be required and the Declarant and the Association shall be entitled to charge to the Owner the actual costs of such installation, repairs or maintenance plus fifteen percent (15%) penalty, which costs and penalties shall be collectable at law or in equity. In the event that the Association incurs such charges the Association shall be entitled to enforce said cost and penalty as provided by Section 9,05 hereof and the

Association shall have an equitable charge and continuing lien as provided in Section 9.02 hereof as against such Owner and such Owner's Lot and the Association shall have all of the remedies as specified in Section 9.08 hereof.

10.11 Inspection Rights - Enforcement, Remedies.  
The Architectural Standards Committee shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association provided, however, that an Owner may appeal a submission which has been disapproved by the Architectural Committee to the Association's Board of Directors, which appeal must be made within ten (10) days after the date of disapproval by the Architectural Committee. The Board of Directors, by a majority vote, may affirm or override the disapproval of a submission by the Architectural Committee. The Board shall be entitled and empowered to enjoin or remove any construction undertaken pursuant to plans and specifications which have not been expressly approved in writing by the Architectural Standards Committee, unless the Committee shall have failed to respond to a submission within the time required by this Article and approval is therefore presumed, subject, however, to the limitations of such approval of any action of the architectural Committee. The Architectural Committee, or any member thereof, shall have the right during reasonable hours to enter upon and inspect any Lot or other improvements with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and if approved, whether such plans and specifications are being complied with. In the event the Architectural Standards Committee shall determine that such plans and specifications have not been approved, or if approved such plans and specifications are not being complied with, the Architectural Committee shall report such facts to the Board and the Board shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. The Board shall be entitled to bring any action at law or in equity to enforce the provisions hereof and the Association shall be entitled to recover any and all court costs, legal fees and including attorneys' fees actually incurred by the Association in the enforcement of the rights provided for herein.

In addition to the foregoing provisions, and in the event that any construction or planting is being made or performed on the property or Lot subject to this Declaration, without application having first been made to and approval obtained from, the Architectural Committee, the lot owner may be required to restore said Lot to its former condition by and at the expense of the Owner of the Lot on which construction or planting was, or is being, made or performed. Upon the failure or refusal of such Owner to perform the required restoration, the Association's Board of Directors, its designated committee or its authorized agents or employees, may after fourteen (14) days notice to said Owner, enter upon the Lot

and perform such restoration as said Board or Committee, in the exercise of its sole discretion, may deem necessary or advisable.

Such Owner shall be personally liable to the Association for all direct and indirect costs as may be incurred by the Association in the performance of such restoration, and the liability for such costs shall be enforceable by the Association by any appropriate proceeding at law or in equity. The Owner's liability for such costs shall also be an equitable charge and lien upon the Lot of such Owner, assessed by the Board as an individual assessment and as provided for in Article IX of this Declaration.

## **ARTICLE XI**

### **PROTECTIVE COVENANTS**

11.1 Use of Lots - Residential Purposes. Except as permitted by Section 3.05, Section 3.08, and Section 11.14 hereof, each Lot shall be used for and the same hereby are restricted exclusively to single-family residential use only, and no trade or business of any kind may be carried on therein. The lease or rental of a Lot or any building thereon for residential purposes shall not be considered to be a violation of this covenant.

11.2 Temporary Structures. No temporary house, mobile home, modular home, manufactured housing unit, industrial housing units, shack, tent, barn, carport, trailer, motor home, or other outbuilding, excepting those accessory appurtenant structures specifically permitted under this Declaration, shall be permitted on any Lot at any time with the exception of temporary buildings, trailers or mobile units used for construction purposes during the construction period of a dwelling on such Lot or a temporary real estate sales office maintained by Declarant or a builder for the sale of lots or dwellings.

11.3 Signs and Prohibition Against Business Activities and Nuisances. No advertising signs, billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the Property, except signs advertising a dwelling for sale may be permitted by the Rules and Regulations, nor shall the property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot. No business activities or home occupations of any kind whatsoever shall be conducted in any dwelling or accessory building or on any portion of the property except for the business activities of Declarant, its agents or assigns, in developing the property or a builder during the period of the construction and sale of the lots owned by Declarant or such builder. No owner or occupant shall engage in any act or use of its Lot or allow any condition to exist thereon which will (i) adversely affect any Lots or their Owners or Occupants, (ii) cause embarrassment, discomfort or annoyance to other Owners or Occupants, or (iii) interfere with the use and

enjoyment of the property by other Owners or Occupants. No Owner shall make or permit any use of his Lot or the Common Area which violates any provision of this Declaration, the by-Laws, the Rules and Regulations or any insurance policy covering the common area. Only one Real Estate "For Sale" shall be permitted to be installed on its own post *in* front of any Lot but said sign shall not be larger than two (2) feet by three (3) feet. Such "For Sale" sign must be located either on the Lot being offered for sale or on the right-of-way immediately *in* front of such Lot. No Real Estate "For Sale" directional signs shall be permitted to be located within any of the common areas or entrance ways of this Subdivision. This provision shall not apply to Declarant, its agents or assigns during the initial development, construction, and sales period of time but shall apply to the first owner purchasing any improved Lot and all subsequent owner's purchasing improved Lots.

11.4 Use of the Common Area. Each Owner is hereby prohibited and restricted from using any of the property outside of his respective Lot except as expressly provided herein or as may be allowed by the rules and regulations adopted by the Board of Directors of the Association. It is expressly acknowledged and agreed by each Owner by acceptance of a deed to a Lot that this Section 11.04 is for the mutual benefit of all Owners and is necessary for the protection of such Owners.

11.5 Compliance with Legal Requirements. No immoral, improper, offensive, or unlawful use shall be made of any Lot, or part thereof, and all applicable legal requirements shall be observed and complied with by each Lot Owner. The expense of compliance with any such legal requirements requiring maintenance, modification or repair of the Common Area shall be borne by the Association unless necessitated by the willful or negligent acts or omissions of an Owner or his family, guests, tenants, licensees, invitees or occupants of a Lot, and is not covered or paid for by insurance, then such expense, both direct and indirect, shall be assessed against the Owner of such Lot. The expense of such compliance with any such legal requirements requiring maintenance, modification or repair of any dwelling or accessory structure or other improvement on any Lot shall be borne by the Owner of such Lot. To the extent permitted by law, any and all expenses not covered by insurance provided for in this section may be assessed against an Owner and enforced as provided by section 9.05 and as otherwise provided by article IX of this Declaration. In the event of any conflict between any provision of any legal requirement, law, ordinance or Governmental Regulation and the Covenants and Restrictions of this Declaration, the more restrictive provisions shall govern.

11.6 Leasing of Dwellings. Dwellings may be leased by Owners subject to the covenants and restrictions of this Declaration and to the Rules and Regulations concerning leasing established, from time to time, by the Board of Directors. Any



lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the By-Laws and the Rules and Regulations and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing, and the Owner of any dwelling shall furnish prior written notice of any lease of such dwelling, together with a copy of such lease, to the Board of Directors. Notwithstanding any such lease, the Owner of any leased dwelling shall remain responsible for compliance with this Declaration, the By-Laws and the Rules and Regulations.

11.7 Trash and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish, trash, refuse or other debris. Containers for garbage and other refuse shall be located either (i) underground; or (ii) in screened sanitary enclosures, or (iii) maintained within any garage, except for those times, if any, which may be designated by governmental authorities when such containers are to be placed on a public street by the curb for the purposes of garbage or trash collection. No incinerators for garbage, trash or other refuse shall be used or maintained on any Lot.

11.8 Accessory Structures. No stable, poultry house or yard, rabbit hutch or other similar yard structure, with the exception of a doghouse (and a dog run) shall be constructed or allowed to remain on any Lot.

11.9 Animals and Pets. No animal, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that no more than a combined total of four (4) dogs, cats or other commonly and generally recognized household pets may be kept, provided that they are not kept or maintained for commercial breeding or commercial purposes. Each pet must be controlled by its Owner. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance or to run free beyond the owners lot lines. No wild or game animal may be kept as a pet regardless of whether or not any Permit has been obtained by the Owner of such pet from the State of Georgia or other governmental authority which requires permits for the keeping of such animals.

11.10 Hobbies or Activities. The pursuit of hobbies or other activities, including, but not limited to, the assembly or disassembly of motor vehicles or other mechanical devices which might tend to cause disorderly, unsightly, or unkept conditions shall not be pursued or undertaken on any Lot or in any driveway, garage, carport or other place where such activity is visible from any street. The pursuit of hobbies which are not in violation of the above standards may be undertaken provided that said hobbies do not involve unnecessary noise, dust, or other external effects which would tend to be a nuisance or disturb the quiet enjoyment of the neighborhood. There shall be no above-ground swimming pools. All playground equipment and items shall be placed or

located on any Lot in the rear yard of the Lot so as not to be visible from any street on which such dwelling fronts, except that basketball goals may be attached to the rear of a garage facing the rear yard of the Lot so as to not be visible from any public street. Basketball goals may be installed on a free-standing pole, in a rear yard provided that the design of the pole and its location shall have been approved first by the Architectural Control Committee. No basketball goal shall ever be installed within the bounds of any publically dedicated right-of-way nor shall any basketball goal be installed adjacent to any paved public street within said subdivision.

11.11 Parking - Vehicles Permitted. Each Owner and Occupant of a Lot shall park automobiles and other vehicles only in the parking area or garage located on such Lot, and no Owner or Occupant shall park any automobile on the streets of the Development as a matter of course. Any vehicle which is inoperable shall be removed from the property. There shall be no outside storage or parking upon any Lot or upon any public street abutting any Lot of any mobile home, trailer (either with or without wheels), school bus, motor home, tractor, truck-tractor, truck, camper, camper-trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart, or any other vehicular device of any kind, except automobiles and pick-up trucks not larger than three-fourths (3/4) ton pick-up truck size or sport vans not exceeding pick-up truck length or Jeeps, full sized Broncos, full sized Blazers or full sized Suburbans (as sized in the year 1992) or similar size and style vehicles, which are owned by the Owner or Occupant of a Lot and used for the personal transportation of the Owner or Occupant and members of the Occupant's household shall be permitted. All such vehicles permitted hereunder shall be parked on paved driveway areas of a Lot or within garages located on any Lot. No such vehicles may be parked on grassed or landscaped areas. Notwithstanding the foregoing provisions, an Owner of a Lot shall be permitted to keep on such Lot not more than one (1) recreational vehicle which is either a motorhome or RV camper trailer and not more than one (1) boat or boat situated on a trailer provided that said recreational vehicles and/or boats and watercraft are parked or stored (i) within enclosed garages; or (ii) located within suitable covered enclosures in the rearyard of a Lot designed for such purpose and approved by the Architectural Control Committee; or (iii) located within the rearyard of said Lot and not visible from any street but with the addition of landscaping, solid wood fencing or other suitable material which will, as of the date of installation of such fencing or landscaping, provide an effective visual screen in order to screen such recreational vehicle or boat or boat-trailer combination from the view of adjoining Lots in the subdivision.

Declarant shall have the right, so long as Declarant owns any Lot for sale within the Development or the Association or any Owner shall have the right to enforce the provisions of this Section and

to require any Owner or Occupant or other person *in violation* of this Section to remove any vehicle *in violation* of this Section. Nothing contained herein shall prevent the temporary parking, stopping, or standing of bona fide delivery vehicles, moving vans, or other delivery vehicles making pick ups or deliveries to Lots within the Development. In addition, commercial vehicles of repairmen (who are not Owners) shall be permitted during the time that such repairmen are *in the process* of making any repairs to any improvements situated on any Lot or located within any improvement situate on a Lot. Nothing contained herein shall apply to Declarant's construction trucks and vehicles being used by Declarant, Declarant's contractors or subcontractors *in the process* of the continued development and construction of the property shown on the Site Plan nor to builders constructing improvements on Lots within such Development, and then only during the process of such Development or construction.

11.12 Driveways. All driveways on any Lot must be paved with suitable paving which may be either concrete, laid brick, or asphalt or any combination thereof approved by the Architectural Control Committee. No gravel driverways or unpaved driveways shall be permitted on any Lot.

11.13 Clotheslines and Screening. No outside clotheslines shall be permitted on any Lot. All equipment, and woodpiles shall be kept screened by adequate planting or fencing so as to be concealed from view from other lots and streets. No clothing, rugs or any other items shall be hung on a railing, fence, hedge or wall for the purpose of drying or airing such items which would be visible from the street or an adjoining Lot.

11.14 Construction and Sale Period. Notwithstanding any provisions herein to the contrary, there is hereby expressly reserved *in* Declarant, Declarant's duly authorized agents, representatives and employees, or a builder, the right to maintain, during the period of construction and during that period that Declarant or a builder owns any Lot or dwelling primarily for the purpose of sale, upon such portion of the property as Declarant may deem necessary, such facilities as *in* the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of such Lots and dwellings, including, without limitation, a business office, storage areas, construction yards, model dwellings, containing a construction office or storage areas for construction materials.

All such advertising signs shall be built and lettered or painted *in* a good, workmanlike and neat manner, and no signs shall be nailed to trees. No sign may exceed two (2) feet by three (3) feet *in* size. Until Declarant has sold all Lots, neither the Owners nor the Association or their respective use of the Common Area shall interfere with Declarant's or a builder's development of, or construction on any part of the property.

11.15 Minimum Dwelling Size, Lot Size, and Other Restrictions.

(a) Dwelling Size: No residence may be constructed or erected on any Lot which shall contain less than 2,300 square feet of heated living space excluding from such computation all open porches and garages as well as any basements whether such basements shall have been finished or unfinished, heated or unheated. The first floor of a multi-level residence shall contain a minimum square footage appropriate to similar structures in the subdivision. Heated living space shall not include any finished living area located *in* the attic area of a garage that is detached or semi-attached. Finished heated *living* space located over a garage shall be counted where such garage *is* so attached to and forms and integral part of the principal residence so as to be considered to be inseparable therefrom.

(b) Lot Size. No Lot shall be further subdivided nor shall any lot line be changed as said lot lines are established *in* the Final Plat of *Subdivision* of any Unit of Parsons Plantation Subdivision as the same may be filed for record *in* the office of the Clerk of the Superior Court of Gwinnett County, Georgia, except that Declarant shall have the right, to modify or amend, any Plat of *Subdivision* by filing for record a revised Plat of any unit of Parsons Plantation *Subdivision*, which revision shall first have been approved by the governmental authorities of Gwinnett County, Georgia, or such other governmental authorities having jurisdiction thereof, which revised Plat may modify or change the location of a lot line or the configuration of a Lot as to enable such Lot to be buildable under the building codes and development requirements of the governing authorities of Gwinnett County or other governmental entity having jurisdiction thereof, provided, however, that the Declarant shall not have the power or right to amend or modify the lot lines as to any Lot which Declarant does not then own at the time of any such revision or amendment.

(c) Building Setback Lines, Front Yard, Side Yard, Rear Yard. The front building lines affecting any Lot shall be as shown on the recorded Plat of *Subdivision* of any Unit of Parsons Plantation as filed for record *in* the Office of the Clerk of the Superior Court of Gwinnett County, Georgia, or as such Final Plats of *Subdivision* may be revised by Declarant, provided, however, that no building setback lines may ever be established which would be less than that required by the governing authority having jurisdiction thereof.

Notwithstanding the building setback lines reflected on a final recorded Plat of a Unit of Parsons Plantation Subdivision, all Owners are hereby encouraged and the Architectural Standards Committee is hereby authorized wherever possible, practical or feasible, to utilize a front building setback line of fifty (50) feet or more as measured from the edge of the right-of-way of any

publicly dedicated street, taking into consideration the size, configuration and topography of any given Lot and taking into consideration the approved building setback lines of any adjoining Lot or the proposed front building setback line on any such adjoining Lot, provided, however, that the minimum rear yard setback shall be forty (40) feet and the minimum side yard setback requirement shall be fifteen (15) feet on one side and ten (10) feet on the other side (with a minimum separation of structures on adjoining Lots of twenty-five (25) feet) and no structure (excluding fences) shall be constructed or erected closer to any rear or side lot line than as specified herein. The Architectural Standards Committee shall be authorized to grant variances on side and rear setbacks to the same extent and based on the same criteria as the governing authorities or any governmental entity having jurisdiction thereof may provide for variances to rear building lines and side yard setback lines under the appropriate zoning ordinances or regulations applicable to the subdivision or part thereof. Nothing contained herein shall permit the granting of a variance unless the governing authority having jurisdiction thereof grants a variance of such provisions where applicable under the appropriate governmental zoning ordinances or regulations applicable to any Lot.

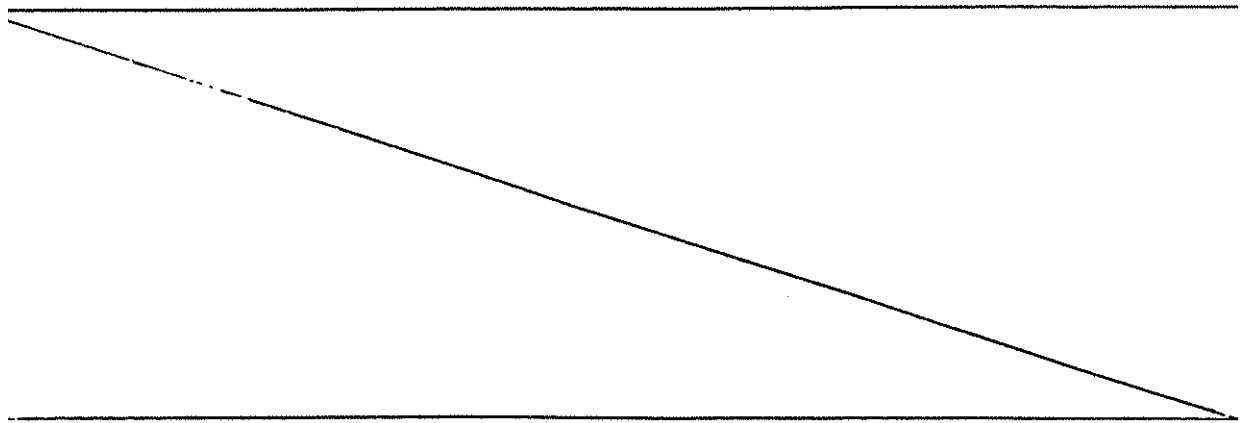
(d) Zoning Regulations. Zoning restrictions applicable to property subject to this Declaration shall be observed. In the event of any conflict between any provision of such zoning restrictions and the restrictions of this Declaration, the more restrictive provision shall apply.

11.16 Incorporation of Architectural Standards By Reference As Additional Protective Covenants. The Architectural standards set forth in section 10.06 hereof, subsection (a) through (w), and section 10.08, 10.10, and 10.11 inclusive are hereby incorporated by reference and made a part hereof as though set forth fully herein. To the extent that such standards are expressed in mandatory, non-discretionary terms then such non-discretionary standards may not be modified or varied by the Architectural Control Committee, except where the Architectural Control Committee is granted discretionary authority by the terms of Article X of this Declaration as to any specific matter.

11.17 Maintenance of Lot - Post Construction. Upon completion of construction of any improvement on a Lot and at all times thereafter, the grounds of each Lot (whether vacant or occupied) shall be maintained in a neat and attractive condition. In the event that any owner shall fail to maintain his Lot (whether vacant or occupied) in a neat and attractive condition, the Board of Directors, acting through its designated committee, authorized agents, employees, or contractors, may, after sixty (60) days notice to such owner, enter upon such Lot and have the grass, weeds, and other vegetation cut when, and as often as the same is

necessary in its judgment, and may have dead trees, shrubs and other plants and trash removed therefrom. In the event that the Association performs such maintenance upon the failure of an owner to maintain his Lot, then and in such event such owner shall be personally liable to the Association for all costs incurred in connection with said maintenance and the Association shall have the right to assess the expenses and costs as an individual assessment as provided in section 9.05 hereof and to otherwise collect such expense or cost so assessed as otherwise provided in Article IX of this Declaration. The Association, its duly authorized officers, employees, agents, or contractors, shall have a right of entry on said Lot for the purpose of performing the cleaning and maintenance including the cutting of grass, weeds, and other vegetation as provided for here and above.

11.18 Fences, Walls or Similar Structures. No fence, wall, or other similar structure, whether decorative or functional, shall be constructed or erected on any Lot unless the Owner of such Lot shall have received the approval in writing of the Architectural Standards Committee. Any Owner desiring to construct or erect any fence or wall shall present full plans and details of the proposed fence or wall to be constructed showing its location and construction detail including materials and finish to the Architectural Standards Committee. The Architectural Standards Committee shall be authorized to refuse to authorize any fence, wall, or other similar structure to be constructed or erected on any Lot in the exercise of the sole discretion of the Architectural Standards Committee.



Excluding Developer or Association installed fences, walls, or similar structures located within the bounds of the Landscape-Gateway-Entrance Area Easement or located within the bounds of the Landscape-Pedestrian Easement Area, no Owner shall cause to be constructed or erected on any Lot any fence, wall, or other similar structure, whether decorative or functional, until the Owner of such Lot shall have first received the approval in writing of the Architectural Control Committee. The approval of such fencing is conditioned upon such fencing meeting the standards set forth

hereinafter. Any Owner desiring to construct or erect any fence or wall shall present full plans and details of the proposed fence or wall to be constructed showing its location and construction detail including materials and finish to the Architectural Control Committee. The Architectural Control Committee shall be authorized to refuse to authorize any fence, wall, or other similar structure to be constructed or erected on any Lot which fails to meet the standards set forth hereinafter in the exercise of the sole discretion of the Architectural Control Committee. The standards relating to fences are as follows:

(a) No wire, wire mesh, welded wire, field or pasture fencing, chicken wire or other type of wire fencing except chain-link fencing meeting the requirements set forth hereinafter may be installed, erected or maintained on any Lot.

(b) Chain-link fencing may only be installed in the rear yard of a Lot (i) for the purposes of this section, the rear yard of a Lot shall be that portion of a Lot lying entirely behind the rear line of the principal dwelling constructed on any Lot. The closest point to the front of any lot where such type of fence may be constructed shall be determined by extending a straight line along the horizontal plane of the rear exterior wall of the principal dwelling so as to intersect the side Lot line of the Lot on which such dwelling is situated. In the event that the horizontal plane of the rear exterior surface of any principal dwelling is not a straight line, then and in that event, the permissible location of said fence shall be determined by extending a straight line from the rear corner of said dwelling on the same horizontal plane closest to such corner closest in proximity to the side Lot line to each such corner (ii) for the purposes of corner Lots no chain-link fencing may be installed within that portion of any Lot closer to any street than the thirty-five (35) foot building set-back line and all portions of such chain-link fence on a corner lot visible from the street shall be effectively screened from view by the installation of either a solid wood fencing material or the installation of evergreen bushes and shrubs so as to effectively hide from the view of the street such fencing. The minimum standard for shrubs in the event of a landscaping barrier is selected is that all such shrubbery shall be evergreen, shall be bushy and of dense foliage, and shall, as of the date of planting, have a trunk and foliage above the level of the top of the rootball of such shrub at least four (4) feet and such planting shall space closely enough together so that upon completion of planting all chain-link fencing shall be immediately hidden from view from any street. All such landscaping and/or installation of a wood barrier shall occur simultaneously with the installation of all such chain-link fencing.

(c) All portions of any chain-link fence on any Lot extending from the side line of such Lot to the rear building line of any building on the property shall be effectively screened from the

view of said street in accordance with the provisions of the preceding subparagraph applicable to corner Lots.

(d) Chain-link fencing maybe it's natural galvanized color or it may be vinyl coated in a color approved by the Architectural Control Committee. Screening inserts consisting of aluminum, steel or vinyl strips designed to be inserted within the links of chain-link fence may not be utilized unless approved by the Architectural Control Committee and then only in such colors as approved by the Architectural Control Committee.

(e) Any chain-link fences enclosing rear yard or chain-link fencing used for dog runs shall be of a minimum height of at least four (4) feet. Chain-link fencing used in connection with dog runs may extend to a height of not in excess of eight (8) feet.

(f) No exterior fencing, chain-link or otherwise shall exceed six (6) feet in height.

11.19 Freestanding Storage Building or Shed. No freestanding storage shed shall be constructed, erected or placed on any Lot unless first approved in writing by the Architectural Control Committee. The design and color of such storage building or shed shall be compatible with the principal residence situate on such Lot and shall be so located within the rear yard of such Lot so as to not violate any side yard or rear building set-back lines. The Architectural Control Committee may require additional screening of any such structure by appropriate landscape plantings of sufficient type and size so as to reasonably provide an effective visual screen.

11.20 Garages and Carports All garages shall have garage doors installed at the time of original construction. No open carports or sheds shall be permitted.

## ARTICLE XII

### RULE MAKING BY ASSOCIATION

12.01 Rules and Regulations. The board of Directors may establish reasonable rules and regulations concerning the use of the Common Areas and facilities located thereon. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Owners prior to the effective date of such rules and regulations and amendments thereto. Such rules and regulations shall be binding upon the Owners, their families, tenants, guests, invitees, servants, and agents, until and unless such rule or regulation be specifically overruled, cancelled, or modified by the Board of Directors or in a regular or special meeting of the Association by the vote of the Owners, in person or by proxy, holding a majority of the total votes in the Association, provided that in the event of such vote, such action must also be



approved by Declarant for so long as Declarant has the power and authority to appoint and remove officers and directors of the Association .

12.2 Authority and Enforcement. The Association shall be used only for those uses and purposes set out in this Declaration, the By-Laws, and the Articles of Incorporation . As provided in Section 12.01 hereof, the Board of Directors shall have the authority to make and to enforce reasonable rules and regulations governing the conduct, use, and enjoyment of the Common Areas, provided that copies of all such rules and regulations are furnished to all Owners. Subject to the provisions of Section 12.3 hereof, upon the violation of this Declaration, the By-Laws, or any rules and regulations duly adopted hereunder, the Board shall have the power to impose one or more of the following sanctions: (i) impose reasonable monetary fines which shall constitute a lien upon the Lot, the occupants of which are guilty of such violation, (ii) to suspend an Owner's right to use recreational facilities within the Common Areas, or (iii) to suspend an Owner's right to vote in the Association, and the Board shall have the power to impose all or any combination of these sanctions.

Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days.

12.03 Procedure. Notwithstanding any provisions of the Declaration to the contrary, the Board shall not impose a fine, suspend voting rights, or infringe upon or suspend any other rights of an Owner or other occupant of the Development for violations of the Declaration, the By-Laws, or any rules and regulations of the Association unless and until the following procedure is follows:

(a) Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

(i) The alleged violation;

(ii) The action required to abate the violation; and

(iii) A time period of not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of this Declaration, the By-Laws, or of the rules and regulations of the Association may result in the imposition of sanction after notice and hearing.

(b) Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for

abatement without penalty, or if the same violation subsequently occurs, the Board shall serve the violator with written notice of a hearing to be held by the Board in executive session. The notice shall contain:

(i) The nature of the alleged violation;

(ii) The time and place of the hearing, which time shall not be less than ten (10) days from the giving of the notice;

(iii) An invitation to attend the hearing and produce any statement, evidence, and witnesses on his behalf; and

(iv) The proposed sanction to be imposed.

(c) The hearing shall be held in executive session of the Board of Directors pursuant to the notice and shall afford the violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer, director, and other individual who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any.

### **ARTICLE XIII GENERAL PROVISIONS**

13.01 Control by Declarant. NOTWITHSTANDING ANY OTHER LANGUAGE OR PROVISION TO THE CONTRARY IN THIS DECLARATION, IN THE ARTICLES OF INCORPORATION, OR IN THE BY-LAWS OF THE ASSOCIATION, Declarant hereby retains the right to appoint and remove any member or members of the Board of Directors of the Association and any officer or officers of the Association as provided by and for the term set forth in Section 8.01 hereof. Every grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, agrees that Declarant shall have the authority to appoint and remove directors and officers of the Association in accordance with the foregoing provisions of this Section 13.01 and the provisions of Section 8.01. Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the association pursuant to the provisions of Section 8.01 and this "Section 13.01, such right shall automatically pass to the Owners, including Declarant if Declarant then owns one or more Lots, and a special meeting of the Association shall be called at such time. At such special meeting

the Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board of Directors, and Declarant shall deliver all books, accounts, and records, if any, which Declarant has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period and which Declarant has in its possession. Any management contract or any other contract or lease executed by or on behalf of the Association during such period and which Declarant has in its possession. Any management contract or any other contract or lease executed by or on behalf of the Association during the period of Declarant's right to control the Association shall be subject to cancellation and termination at any time during the twelve (12) months next immediately following the expiration of such period of control by the affirmative vote of the Owners to whom a majority of the votes in the Association appertain, unless, the Owners by a like majority shall have theretofore, following the expiration of such period, expressly ratified and approved the same.

13.02 Amendments by Declarant. During any period in which Declarant retains the right to appoint and remove any directors and officers of the Association, Declarant may amend this Declaration by an instrument in writing filed and recorded in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia, without the approval of any owner or mortgagee; provided, however, that (i) in the event that such amendment materially alters or changes any Owner's right to the use and enjoyment of his Lot or Common Areas as set forth in this Declaration or adversely affects the title to any Lot, such amendment shall be valid only upon the written consent thereto by a majority in number of the then existing Owners affected thereby, or (ii) in the event that such amendment would materially and adversely affect the security title and interest of any mortgagee, such amendment shall be valid only upon the written consent thereto of all such mortgagees so affected. Any amendment made pursuant to this Section 13.02 shall be certified by Declarant as having been duly approved by Declarant, and such Owners and mortgagees if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to the Lot, agrees to be bound by such amendments as are permitted by this section 13.02 and further agrees that, if requested to do so by Declarant, such Owner will consent to the amendment of this Declaration or any other instruments relating to the Development (i) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule, or regulation or any judicial determination which shall be in conflict therewith, (ii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any Lot subject to this

Declaration, or (iv) if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration.

13.30 Amendments by Association. Amendments to this Declaration, other than those authorized by Section 13.02 hereof, shall be proposed and adopted in the following manner:

( a) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each member of the Association.

( b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board of Directors or by owners holding at least two-thirds (2/3) of the total votes in the Association; provided, however, (i) that any amendment which materially and adversely affects the security title and interest of any mortgagee must be approved by such mortgagee, and (ii) during any period in which Declarant has the right to appoint and remove officers and directors of the Association, such amendment must be approved by declarant.

( c) The agreement of the required percentage of the Owners and, where required, the Declarant and any mortgagee, to any amendment of this declaration shall be evidenced by their execution of such amendment, or, in the alternative, and provided that declarant does not then have the right to approve such amendment, the sworn statement of the President and Vice President of the Secretary of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state unequivocally that the agreement of the required parties was Lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the amendment itself.

13.04 Enforcement Each Owner shall comply strictly with the By-Laws and with the published rules and regulations of the Association adopted pursuant to this Declaration, as either of the Same may be lawfully amended from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed to his Lot, if any. Failure to comply with any of the same shall be grounds for imposing fines, for suspending voting rights or rights to sue and enjoy recreational facilities within the Common Areas, or for instituting an action to recover sums due, for damages, and/or for injunctive relief, such actions to be maintainable by Declarant, the Board of Directors on behalf of the Association or, in a proper case, by an aggrieved Owner. Should Declarant or the Association employ legal counsel to enforce any of the foregoing, all cost incurred in such enforcement, including court costs and reasonable attorneys' fees,

shall be paid by the violating Owner. Inasmuch as the enforcement of the provisions of the Declaration, the By-Laws, and the rules and regulations of the Association are essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any breach thereof may not adequately be compensated by recovery of damages, and that Declarant, the Association, or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or any threatened violation or breach. No delay, failure, or omission on the part of Declarant, the Association, or any aggrieved Owner in exercising any right, power or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power, or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior to subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Declarant or the Association for or on account threatened violation or breach, by any occupant of the provisions of this Declaration, the By-Laws, or any rules and regulations of the Association, however long continued.

13.05 Duration. The provisions of this Declaration and all Amendments hereof shall run with and bind title to the Property and all Lots subdivided out of the Property as well as any other Owners of Lots in originally Parsons Landing, Unit I or Parsons Landing, Unit II Subdivisions who submit their Lots to this Declaration in writing (for the purposes of this Section collectively referred to as the "Property"), shall be binding upon and inure to the benefit of all Owners and mortgagees and their respective heirs, executors, legal representatives, successors and assigns, and shall be and remain in effect perpetually to the extent permitted by Georgia law; provided, however, that so long as Georgia law limits the period during which covenants restricting lands to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind title to the Property so long as permitted by law, and it shall be the duty of the Board of Directors of the Association to cause this Declaration to be amended of record when necessary by filing a document bearing the signatures of Owners having a majority of the voting interests in the Association reaffirming and newly adopting such provisions in order that the same may continue to be covenants running with title to the Property. Such adoption by a majority shall be binding upon all the Owners. Every purchaser or grantee of any interest in any property made subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that the provisions of this Declaration shall run with and bind title to the Property as provided hereby.

13.6 Perpetuities. If any of the covenants, conditions,

restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until one year less than the rule against perpetuities prohibits as of the date of recording this Declaration.

13.7 Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Declarant or the Board of Directors, will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The effective date of this Declaration shall be the date of its filing for the record on the records of Gwinnett County, Georgia.

The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of Georgia.

13.8 Gender and Grammar. The singular whenever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

13.9 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 the Declaration are declared to be severable.

13.10 Rights of Third Parties. This Declaration shall be recorded for the benefit of Declarant, the Owners, and their mortgagees as herein provided, and by such recording, no adjoining property owner or third party shall have any right, title or interest whatsoever in the Development, except as provided herein, or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and, subject to the provisions of Section 13.12 and 13.13 hereof and the rights of Declarant and mortgagees as herein provided, the Owners shall have the right to extend, modify, amend, or otherwise change the provisions of this

Declaration without the consent, permission, or approval of any adjoining owner or third party in accordance with the procedures of Section 13.03.

13.11 Notice of Sale, Lease, or Mortgage. In the event an Owner sells, leases, mortgages, or otherwise disposes of any Lot and/or any improvements thereon, the Owner must promptly furnish to the Association in writing the name and address of such purchaser, lessee, mortgagee, or transferee.

13.12 Mortgage Provisions.

(a) It is the Declarant's intention that the Development qualify for the possible sale of the first priority mortgages on the Lots within the Development to the Federal National Mortgage Association (hereinafter referred to as the "FNMA"). The requirements contained in this Section are to effectuate that purpose. Should FNMA subsequently delete any of its requirements which necessitate the provisions of this Section or make any such requirements less stringent, this Section shall automatically be amended to reflect such changes.

(b) Notwithstanding any provisions to the contrary herein provided, unless the holders of at least seventy-five percent (75%) of the first priority mortgages on Lots within the Development have consented in writing, the Declarant and the Association shall not do any of the following:

(i) seek to abandon, partition, subdivide, encumber, sell, or transfer the Association's property, except as provided in Sections 3.04 (e), 3.04 (f), 3.04 (g) and 3.05 hereof;

(ii) change the method contained in this Declaration for determining financial obligations of members;

(iii) change, waive, or abandon the process for regulation and enforcement contained in this Declaration for architectural standards, design, and maintenance of Lots and the Common Areas;

(iv) use the proceeds of property insurance on any Common Areas (including Limited Common Areas) for any purpose other than repair, replacement, or reconstruction, except as may be provided in this Declaration for the use of excess proceeds and proceeds upon dissolution.

Upon written request, the Association shall provide notice in a reasonable manner to any first priority mortgagee of any default under this Declaration, the By-Laws, or the rules and regulations of the Association by the Owner of the Lot which is encumbered by such mortgage if the default is not cured within sixty (60) days from the time it occurs.

13.13 Exercise of Declarant's Rights. Notwithstanding any provision to the contrary hereinbefore contained in this Declaration, Declarant shall not surrender, from time to time, any right granted, reserved, or otherwise given or appertaining to Declarant under this Declaration without the prior written consent of any mortgagee holding a mortgage of first lien priority with respect to the interest then held by Declarant in the real property described in Exhibit A. This provision shall not be amended without the prior written consent of the aforesaid mortgagee, notwithstanding any other provision to the contrary hereinbefore contained in this Declaration.

13.14 4 Amenities. The type, quantity, location and the timing of construction or dedication of any amenities as well as the quantity of land and the location of such land to be conveyed to the Association as a "Common Area" shall be within the exclusive discretion of developer.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration under seal, this 7th day of January, 1993.

DECLARANT:

OWNER

PARSONS LANDING, L.P.,  
A Georgia Limited Partnership  
by its General Partner  
AKM, LTD., A Georgia Corporation

Signed, Sealed, and  
delivered in the  
presence of:

BY: (1/f)11-1' '...1A <1f-fj.-"  
AGNEW DREWS, President

(Corporate Seal)

 Notary Public  
al witness

Notary Public

MY COMMISSION EXPIRES  
NOVEMBER 16, 1996

DEVELOPER

PARSONS PLANTATION, INC.

BY: (1/f)11-1' '...1A <1f-fj.-"  
JAMES E. FINCHER, President

(CORPORATE SEAL)



ALL THAT TRACT or parcel of land lying and being in Land Lot 199 of the 7th Land District of Gwinnett County Georgia and being 32.610 acres, all as more particularly shown on a Plat of Survey for Parson's Plantation, Inc., prepared by Precision Planning, Inc., Planners, Engineers, Architects and Surveyors, dated August 17, 1992, certified by Jeff H. Griffin, Georgia Registered Surveyor No . 2503, said tract being more particularly described in accordance with said survey as follows:

BEGINNING AT A one-half inch R-bar found at the Southernmost terminus of the right-of-way of Kates Way (having 50 foot right-of-way width) which Southeastern most terminus is located 142.53 feet Southeasterly, as measured along the Southwesterly side of the right-of-way of Kates Way, from the point formed by the intersection of the Southwesterly side of the right-of-way of Kates Way with the Southeasterly side of the right-of-way of Calvin Drive (50 foot right-of-way width); RUNNING THENCE FROM THE TRUE POINT

OR PLACE OF BEGINNING SO ESTABLISHED North 57 degrees 00 minutes 14 seconds East along the terminus of Kates Way a distance of 50.00 feet to a one-half inch R-bar found on the Northeasterly side of the right-of-way of Kates Way; running thence Southeasterly along the arc of a curve to the left along the Southwesterly line of Lot 10, Block C, Unit 1 of Parson's Landing Subdivision, an arc distance of 61.96 feet, said arc having a radius of 1,224.25 feet and being subtended by a chord bearing of South 34 degrees 26 minutes 46 seconds East and a chord distance of 61.95 feet to a one-half inch R-bar found; running thence North 59 degrees 06 minutes, 52 seconds East along the Southeasterly lines of Lots 10 and 9, Block C, Unit 1, Parson's Landing Subdivision, a distance of 255.97 feet to a one-half inch R-bar found; running thence North 30 degrees 53 minutes 08 seconds West along the Northeasterly side of the property line of Lot 9, Block C, Unit 1 Parson's Landing Subdivision a distance of 40.61 feet to a one-half inch R-bar found; running thence North 59 degrees 29 minutes 01 second East along the Southeasterly line of Lot 8, Block C, Unit 1 Parson's Landing Subdivision a distance of 227.71 feet to a one-half inch R-bar found on the Southwesterly side of the right-of-way of Shergeo Trail (having 50 foot right-of-way width); running thence North 59 degrees, 29 minutes 01 second East across the right-of-way of Shergeo Trail a distance of 50.00 feet to a one-half inch R-bar found on the Northeasterly side of the right-of-way of Shergeo Trail; running thence Northwesterly along the arc of a curve to the right, and along the Northeasterly side of the right-of-way of Shergeo Trail, an arc distance of 107.27 feet, said arc having a radius of 1085.475 feet and being subtended by a chord bearing of North 27 degrees 41 minutes, 06 seconds West and a chord distance of 107.23 feet to a point located at the Southernmost corner of Lot 15, Block A, Unit 1 Parson's Landing Subdivision; running thence North 65 degrees 08 minutes 46 seconds East along the Southeasterly property line of Lot 15, Block A, Unit 1, Parson's Landing Subdivision a distance of 217.01 feet to a point; running thence South 30 degrees 30 minutes 59 seconds East along

iron pin found on the Northwesterly side of the right-of-way of Old Peachtree Road (having 80 foot right-of-way width); running thence in a generally Southwesterly direction along the Northwesterly, side of the 80 foot right-of-way of Old Peachtree Road the following courses and distances, as follows: South 58 degrees 37 minutes 49 seconds West a distance of 90.59 feet to a point; thence Southwesterly along the arc of a curve to the left an arc distance of 328.69 feet, said arc having a radius of 10310.003 feet, said arc being subtended by a chord bearing of South 59 degrees 32 minutes 37 seconds West and a chord distance of 328.68 feet to a point; thence South 60 degrees 27 minutes 25 seconds West a distance of 183.99 feet to a point; thence Southwesterly along the arc of a curve to the left an arc distance of 74.93 feet, said arc having a radius of 1156.58 feet, said arc being subtended by a chord bearing of South 62 degrees 18 minutes 47 seconds West and a chord distance of 74.92 feet to a point; thence South 64 degrees 10 minutes 09 seconds West a distance of 83.95 feet to a point; thence Southwesterly along the arc of a curve to the left an arc distance of 233.62 feet, said arc having a radius of 641.76 feet and being subtended by a chord bearing of South 74 degrees 35 minutes 52 seconds West and a chord distance of 232.33 feet to an iron pin found; running thence North 30 degrees 28 minutes 38 seconds West along the Northeasterly side of the right-of-way of Old Peachtree Road, a distance of 11.08 feet to an iron pin found on the Northerly side of the right-of-way of Old Peachtree Road (Old Peachtree Road having a 100 foot right-of-way width at this point) running thence North 30 degrees 28 minutes 41 seconds West and leaving the right-of-way of Old Peachtree Road and running along the Northeasterly line of Parson's Ridge Subdivision, Unit 1, Block B and Parson's Ridge Subdivision, Unit 2, Block B, a distance of 1361.18 feet to a one-half inch R-bar found; running thence North 57 degrees 00 minutes 14 seconds East along the Southeasterly line of Lot 14, Block B, Unit 1 of Parson's Landing Subdivision, a distance of 176.40 feet to a one-half inch R-bar found on the Southwesterly side of the right-of-way of Kates Way and the true point or place of beginning.

The above described property is the same property described in that certain Warranty Deed dated July 29, 1992 between Agnew Andrews et al, as Granter to Parson's Landing, L.P., as Grantee, recorded at Deed Book 7722, Page 204, Gwinnett County Deed Records and the same property described in that certain Deed under Power of Sale, dated August 7, 1990, recorded at Deed Book 6169, Page 104, Gwinnett County Deed Records as well as the same property described in intervening Deeds of Gift executed by C.M. Parsons, Jr., as to his interest and Kate A. Parsons as to her interest, as the same were corrected of record, the above described property being the net remaining undeveloped land after the development of Parson's Landing, Unit 1 and Parson's Landing, Unit 2 as the same is platted and recorded in Plat Book 42, Page 255, and Plat Book 46, Page 155 in the Plat Records of Gwinnett County Georgia.