


Ret

Upon recording return to:
Rachel E. Conrad
Dorough & Dorough, LLC
Attorneys At Law
160 Clairemont Avenue, Suite 650
Decatur, Georgia 30030
(404) 687-9977


Doc ID: 015564770063 Type: GLR
Recorded: 10/20/2016 at 12:54:45 PM
Fee Amt: \$134.00 Page 1 of 63
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK 7968 PG 190-252

MASTER DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
MOUNTAIN CREST RESIDENTIAL COMMUNITY

THIS INSTRUMENT ESTABLISHES A MANDATORY MEMBERSHIP OWNERS
ASSOCIATION, BUT DOES NOT SUBMIT THE COMMUNITY TO THE PROVISIONS OF
THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. § 44-3-220, *ET SEQ.*

MASTER DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
 RESTRICTIONS AND EASEMENTS
 FOR
 MOUNTAIN CREST RESIDENTIAL COMMUNITY

- TABLE OF CONTENTS -

	<u>Page Number</u>
ARTICLE 1 <u>DEFINITIONS</u>	1
1.1 " <u>AMENITY AREA</u> "	1
1.2 " <u>ARTICLES OF INCORPORATION</u> "	2
1.3 " <u>ASSOCIATION</u> "	2
1.4 " <u>BOARD OF DIRECTORS</u> " OR " <u>BOARD</u> "	2
1.5 " <u>BYLAWS</u> "	2
1.6 " <u>COMMON PROPERTY</u> "	2
1.7 " <u>COMMUNITY</u> "	2
1.8 " <u>COMMUNITY-WIDE STANDARD</u> "	2
1.9 " <u>DECLARANT</u> "	2
1.10 " <u>LOT</u> "	2
1.11 " <u>MORTGAGE</u> "	3
1.12 " <u>MORTGAGEE</u> "	3
1.13 " <u>NEIGHBORHOOD</u> "	3
1.14 " <u>NEIGHBORHOOD ASSESSMENT</u> "	3
1.15 " <u>NEIGHBORHOOD ASSOCIATION</u> "	3
1.16 " <u>NEIGHBORHOOD DECLARATION</u> "	3
1.17 " <u>OCCUPANT</u> "	3
1.18 " <u>OWNER</u> "	3
1.19 " <u>PERSON</u> "	3
1.20 " <u>SUPPLEMENTARY DECLARATION</u> "	4
1.21 " <u>TOTAL ASSOCIATION VOTE</u> "	4
1.22 " <u>VOTING DELEGATE</u> "	4
ARTICLE 2 <u>PROPERTY SUBJECT TO THIS DECLARATION</u>	4
2.1 <u>PROPERTY SUBJECTED TO THIS DECLARATION</u>	4
2.2 <u>UNILATERAL ANNEXATION BY DECLARANT</u>	4
2.3 <u>ADDITIONAL COVENANTS, RESTRICTIONS AND EASEMENTS</u>	5
2.4 <u>ANNEXATION BY ASSOCIATION</u>	5
2.5 <u>WITHDRAWAL OF PROPERTY</u>	5
ARTICLE 3 <u>ASSOCIATION MEMBERSHIP AND VOTING RIGHTS</u>	5
3.1 <u>MEMBERSHIP</u>	5
3.2 <u>VOTING</u>	6
3.3 <u>POWERS OF ASSOCIATION RELATING TO NEIGHBORHOOD ASSOCIATIONS</u>	6
3.4 <u>NOTICE OF NEIGHBORHOOD ASSOCIATION BOARD MEMBERS</u>	7

ARTICLE 4 <u>ASSESSMENTS</u>	7
4.1 <u>PURPOSE OF ASSESSMENTS</u>	7
4.2 <u>CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS</u>	7
4.3 <u>OPERATING BUDGET</u>	8
4.4 <u>GENERAL ASSESSMENTS</u>	8
4.5 <u>SPECIAL ASSESSMENTS</u>	8
4.6 <u>SPECIFIC ASSESSMENTS</u>	9
4.7 <u>NEIGHBORHOOD ASSESSMENTS</u>	9
4.8 <u>COLLECTION OF ASSESSMENTS BY NEIGHBORHOOD ASSOCIATIONS</u>	9
4.9 <u>SUBORDINATION OF LIENS TO MORTGAGES</u>	10
4.10 <u>REMEDIES OF THE ASSOCIATION</u>	10
4.11 <u>SUSPENSION OF USE OF AMENITY AREA</u>	11
4.12 <u>DATE OF COMMENCEMENT OF ASSESSMENTS</u>	11
4.13 <u>BUDGET DEFICITS DURING DECLARANT CONTROL</u>	11
4.14 <u>FAILURE TO ASSESS</u>	12
4.15 <u>ESTOPPEL LETTER</u>	12
4.16 <u>WORKING CAPITAL CONTRIBUTION</u>	12
ARTICLE 5 <u>MAINTENANCE; COMMON PROPERTY</u>	13
5.1 <u>ASSOCIATION'S MAINTENANCE RESPONSIBILITY</u>	13
5.2 <u>OWNER'S MAINTENANCE RESPONSIBILITY</u>	14
5.3 <u>CONVEYANCE OF COMMON PROPERTY BY DECLARANT TO ASSOCIATION; NO IMPLIED RIGHTS</u>	14
5.4 <u>PARTITION OF COMMON PROPERTY</u>	14
5.5 <u>CONDEMNATION</u>	14
5.6 <u>LIMITATION OF LIABILITY</u>	15
5.7 <u>PROVISION OF SERVICES</u>	15
ARTICLE 6 <u>ARCHITECTURAL STANDARDS</u>	15
ARTICLE 7 <u>USE RESTRICTIONS AND RULES</u>	16
7.1 <u>ADOPTION OF RULES AND REGULATIONS</u>	16
7.2 <u>SIGNS</u>	16
7.3 <u>VEHICLES; PARKING</u>	16
7.4 <u>ANIMALS AND PETS</u>	17
7.5 <u>NUISANCE</u>	18
7.6 <u>UNSIGHTLY OR UNKEMPT CONDITIONS</u>	18
7.7 <u>FIREARMS</u>	19
7.8 <u>PEDESTRIAN PATHS / WALKING TRAILS</u>	19
7.9 <u>ABANDONED PERSONAL PROPERTY</u>	19
7.10 <u>IMPROVEMENTS TO AND ON COMMON PROPERTY</u>	19
7.11 <u>STORM WATER DETENTION/RETENTION PONDS, CREEKS AND STREAMS</u>	20
7.12 <u>DRAINAGE</u>	20
7.13 <u>BUFFER AREAS</u>	20
ARTICLE 8 <u>INSURANCE AND CASUALTY LOSSES</u>	20
8.1 <u>INSURANCE ON COMMON PROPERTY</u>	20
8.2 <u>INDIVIDUAL INSURANCE</u>	21
8.3 <u>DAMAGE AND DESTRUCTION -- INSURED BY ASSOCIATION</u>	21
8.4 <u>DAMAGE AND DESTRUCTION -- INSURED BY OWNERS</u>	22
ARTICLE 9 <u>EASEMENTS</u>	22
9.1 <u>GENERAL</u>	22
9.2 <u>EASEMENTS FOR USE AND ENJOYMENT</u>	22
9.3 <u>EASEMENTS FOR UTILITIES</u>	23
9.4 <u>EASEMENT FOR EMERGENCY ENTRY</u>	23
9.5 <u>EASEMENT FOR MAINTENANCE</u>	24

9.6	<u>EASEMENT FOR ENTRY FEATURES AND STREETSCAPES</u>	24
9.7	<u>EASEMENT FOR DRAINAGE</u>	24
9.8	<u>EASEMENT DURING CONSTRUCTION AND SALE PERIOD</u>	24
9.9	<u>EASEMENT FOR PEDESTRIAN PATHS</u>	25
ARTICLE 10 <u>GENERAL PROVISIONS</u>		26
10.1	<u>ENFORCEMENT</u>	26
10.2	<u>DURATION</u>	26
10.3	<u>OCCUPANTS BOUND</u>	27
10.4	<u>SELF-HELP</u>	27
10.5	<u>TERMINATION OF RIGHTS OF DECLARANT</u>	27
10.6	<u>AMENDMENT</u>	27
10.7	<u>GENDER AND GRAMMAR</u>	28
10.8	<u>SEVERABILITY</u>	29
10.9	<u>CAPTIONS</u>	29
10.10	<u>NO MERGER</u>	29
10.11	<u>PREPARER</u>	29
10.12	<u>NOTICES</u>	29
10.13	<u>NOTICE OF SALE OR ACQUISITION</u>	29
10.14	<u>INDEMNIFICATION</u>	30
10.15	<u>AGREEMENTS</u>	30
10.16	<u>VARIANCES</u>	30
10.17	<u>LITIGATION</u>	30
10.18	<u>NO DISCRIMINATION</u>	31
10.19	<u>SECURITY</u>	31
10.20	<u>CUMULATIVE EFFECT; CONFLICT</u>	31
10.21	<u>TELECOMMUNICATIONS FACILITY</u>	31
<u>EXHIBIT "A"</u>	-	PROPERTY SUBJECT TO THE DECLARATION
<u>EXHIBIT "B"</u>	-	ADDITIONAL PROPERTY WHICH MAY BE UNILATERALLY SUBMITTED TO THE DECLARATION BY DECLARANT
<u>EXHIBIT "C"</u>	-	NEIGHBORHOOD DESIGNATIONS
<u>EXHIBIT "C-1"</u>	-	OVERALL SITE PLAN
<u>EXHIBIT "D"</u>	-	BYLAWS OF MOUNTAIN CREST COMMUNITY ASSOCIATION, INC.

MASTER DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS

FOR

MOUNTAIN CREST RESIDENTIAL COMMUNITY

THIS MASTER DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MOUNTAIN CREST (hereinafter referred to as "Declaration") is made on the date hereinafter set forth by **LENNAR GEORGIA, INC.**, a Georgia corporation (hereinafter sometimes called "Declarant");

W I T N E S S E T H

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" hereof; and

WHEREAS, Declarant desires to subject the real property described in Exhibit "A" hereof to the provisions of this Declaration to create a residential community of single-family housing and to provide for a general plan for the subdivision, development and improvement of Mountain Crest in an orderly manner with appropriate landscaping, construction, development and maintenance controls to maintain the value, aesthetic appearance and architectural harmony of Mountain Crest during and after development and to provide for the subjecting of other real property to the provisions of this Declaration;

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" attached hereto and by this reference incorporated herein is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, mortgaged and otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments and liens, hereinafter set forth, which are for protecting the value and desirability of and which shall run with the title to the real property hereby and hereafter made subject hereto and shall be binding on all persons having any right, title or interest in all or any portion of the real property now and hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title and assigns and shall inure to the benefit of each owner of all or any portion thereof.

Article 1
Definitions

The following words, when used in this Declaration or in any Supplementary Declaration, shall have the following meanings:

1.1 "Amenity Area" is the recreational amenity area serving the Community, to be owned, operated and maintained by the Association, which may include, without limitation, one

or more swimming pools, tennis courts, clubhouse, playground and related facilities and parking areas, as more particularly shown on the recorded subdivision plat(s) for the Community.

1.2 "Articles of Incorporation" means the Articles of Incorporation of Mountain Crest Community Association, Inc., filed with the Secretary of State of the State of Georgia and incorporated herein by this reference, as amended from time to time.

1.3 "Association" means Mountain Crest Community Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

1.4 "Board of Directors" or "Board" means the appointed or elected body of the Association, vested with the authority to operate and manage the affairs of the Association under the Georgia Nonprofit Corporation Code, O.C.G.A. Section 14-3-101, *et seq.*

1.5 "Bylaws" means the Bylaws of Mountain Crest Community Association, Inc., attached to this Declaration as Exhibit "D" and incorporated herein by this reference, as amended from time to time.

1.6 "Common Property" means any and all real and personal property, and the facilities and improvements located thereon and the easements and other interests therein, now or hereafter owned by the Association for the common use and enjoyment of the Owners, including, without limitation, the Amenity Area.

1.7 "Community" or "Mountain Crest" refers to that certain real property described in Exhibit "A", attached hereto, and such additions as may be made by Supplementary Declaration as provided herein.

1.8 "Community-Wide Standard" means the standard of conduct, maintenance or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association, but must be consistent with the Community-Wide Standard originally established by the Declarant.

1.9 "Declarant" means **LENNAR GEORGIA, INC.**, a Georgia corporation and its successors, successors-in-title or assigns taking title to any portion of the property described in Exhibit "A" or Exhibit "B" hereof for the purpose of development and/or sale and designated as Declarant in a recorded instrument by the then holder of the rights of Declarant hereunder. Any or all of the rights of Declarant set forth in this Declaration, the Articles of Incorporation or the Bylaws may be transferred or assigned in whole or in part to other Persons; provided, however, no such transfer or assignment shall be effective unless it is in a written instrument signed by Declarant and recorded in the Forsyth County, Georgia land records.

1.10 "Lot" means any plot of land within the Community, whether or not improvements are constructed thereon, which constitutes a single-family dwelling site, which dwellings may or may not be attached by one or more party walls to another dwelling, as shown on the plat(s) recorded in the Office of the Clerk of Superior Court of Forsyth County, Georgia and as more particularly described in a Neighborhood Declaration as provided therein. The ownership of

each Lot shall include, and there shall automatically pass with the title to each Lot as an appurtenance thereto membership in the Association and all rights and interest of an Owner in and to the Common Property.

1.11 "Mortgage" means any and all instruments used for the purpose of encumbering or conveying title to real property in the Community as security for the payment or satisfaction of an obligation, including, without limitation, any mortgage, deed to secure debt or deed of trust.

1.12 "Mortgagee" means the holder of a Mortgage.

1.13 "Neighborhood" means each separately developed and denominated residential, area within Mountain Crest which is governed by a Neighborhood Association (as defined below), in which the Owners of Lots may have common interests other than those common to all members of the Association. At the time that this Declaration is recorded in the Forsyth County, Georgia land records, there are expected to be four (4) Neighborhoods in Mountain Crest, as identified and described on Exhibit "C" and Exhibit "C-1" attached hereto and by this reference incorporated herein and as more particularly described in a Neighborhood Declaration.

Declarant shall have the right, without a vote of the Association, to designate separate Neighborhood status for any property subject to this Declaration and change the Neighborhood status of any previously designated Neighborhood for any property in the Community.

1.14 "Neighborhood Assessment" means any assessments levied against all Lots subject to assessment in a Neighborhood to fund the expenses incurred by the Association which primarily benefit the Lots located in such Neighborhood as provided in Section 4.7 hereof.

1.15 "Neighborhood Association" means any homeowners association, townhome association or other mandatory membership owners association having concurrent jurisdiction with the Association over any Neighborhood.

1.16 "Neighborhood Declaration" means any declaration of protective covenants or similar instrument recorded in the Forsyth County, Georgia land records which subjects the property within a particular Neighborhood to the covenants, restrictions, and easements set forth therein. The covenants, conditions, restrictions and obligations set forth in any Neighborhood Declaration shall be in addition to those contained in this Declaration.

1.17 "Occupant" means any Person occupying all or any portion of a Lot or other property located within the Community for any period of time, regardless of whether such Person is a tenant of the Owner of such property.

1.18 "Owner" means the record owner, whether one or more Persons, of the fee simple title to any Lot within the Community but does not include a Mortgagee.

1.19 "Person" includes any individual, individual acting in a fiduciary capacity, corporation, limited partnership, limited liability company, general partnership, joint stock

company, joint venture, association, company or other organization, recognized as a separate legal entity under Georgia law.

1.20 "Supplementary Declaration" means a supplement to this Declaration which subjects additional property to this Declaration and/or imposes additional covenants, conditions, restrictions or easements on the land described therein.

1.21 "Total Association Vote" means the votes attributable to the entire membership of the Association as of the record date for such action (including the votes of the Declarant), whether or not such members are present or represented at the meeting, if any, where such votes are to be cast. If, for example, and without limitation, a majority of the Total Association Vote is required to approve a matter, such matter must receive more than half of the votes attributable to all existing members of the Association as of the record date for such action, whether or not such members are present or represented at the meeting, if any, where such votes are to be cast.

1.22 "Voting Delegate" means the representative responsible for casting all votes attributable to the Lots in a particular Neighborhood on all Association matters requiring a vote of the members, except matters, if any, which the Declaration, the Bylaws, the Articles of Incorporation or Georgia law specifically requires that votes be cast by the Owners. Unless otherwise specified herein, the Voting Delegate for each Neighborhood shall be the president of such Neighborhood Association, and the alternate Voting Delegate shall be the treasurer and secretary in that order.

Article 2

Property Subject To This Declaration

2.1 Property Subjected To This Declaration. The real property which is, by the recording of this Declaration, subject to the covenants, conditions, restrictions and easements hereinafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and encumbered subject to this Declaration is the real property described in Exhibit "A" attached hereto and by this reference made a part hereof.

2.2 Unilateral Annexation by Declarant. As the owner thereof or, if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option from time to time at any time to subject all or any portion of the real property described in Exhibit "B" attached hereto and by this reference incorporated herein, to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Forsyth County, Georgia land records a Supplementary Declaration describing the property being subjected. Any annexation shall be effective upon the filing for record of a Supplementary Declaration, unless a later effective date is provided therein.

Declarant intends to annex hereto the property contained in Declarant's land plan for the development, as amended from time to time, which property is a portion of the property described in Exhibit "B". However, inclusion of property on Declarant's land plan or in Exhibit "B" shall not obligate the Declarant to subject such property to the Declaration, nor shall exclusion of property from the initial land plan bar Declarant from subjecting such property to

the Declaration. As long as covenants applicable to the real property previously subjected to this Declaration are not changed and as long as the rights of existing Owners are not adversely affected, the Declarant may unilaterally amend this Declaration to reflect the different character of any such annexed real property. If any land is not subjected to this Declaration, Declarant's reserved rights shall not impose any obligation on Declarant to impose any covenants and restrictions similar to those contained herein upon such additional land nor shall such rights in any manner limit or restrict the use to which such additional land may be put by Declarant or any subsequent owner thereof, regardless of whether such uses are consistent with the covenants and restrictions imposed herein.

2.3 Additional Covenants, Restrictions and Easements. In addition to the provisions of this Declaration, each Lot shall part of a Neighborhood and shall be subject to a Neighborhood Declaration. No Neighborhood Declaration shall be recorded without the prior review and written approval of Declarant, or, if after the rights of Declarant have expired as provided herein, the Board of Directors.

2.4 Annexation by Association. Upon the written consent of: (a) the owner(s) thereof; (b) the Declarant; and (c) the Owners of at least two-thirds (2/3) of the Lots, the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Office of the Clerk of Superior Court of Forsyth County, Georgia a Supplementary Declaration describing the property being annexed. Any Supplementary Declaration shall be executed on behalf of the Association by the President of the Association whose signature shall be attested by the Secretary of the Association. The annexation shall be effective only upon the filing for record of such Supplementary Declaration, unless a later effective date is provided therein.

2.5 Withdrawal of Property. Declarant reserves the right to amend this Declaration so long as it has a right to annex additional property pursuant to Section 2.2 hereof to remove any portion of the Community then owned by Declarant or the Association from the coverage of this Declaration and the jurisdiction of the Association as a result of any changes whatsoever in the plans for the Community, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Community. Any withdrawal shall be accomplished by the filing for record of an amendment to this Declaration which: (a) describes the property to be removed; and (b) is executed by the Declarant and the Owner(s) of the property being removed if not the Declarant. Any withdrawal shall be effective upon filing for record of such amendment in the Forsyth County, Georgia land records, unless a later effective date is provided therein.

Article 3

Association Membership and Voting Rights

3.1 Membership. Every Person who is the record owner of a fee or undivided fee interest in any Lot subject to this Declaration shall have a membership in the Association. The foregoing is not intended to include Mortgagees and the conveyance of a security interest shall not terminate an Owner's membership. No Owner, whether one or more Persons, shall have more than one membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. The rights and privileges of membership, including the right

to hold office, may be exercised by a member or the designee of a member, but in no event shall more than one office be held for each Lot owned. This Section is not intended to prohibit the same individual from being both an officer and a director of the Association. Nothing in this Section shall restrict the number of votes cast or the number of the officers and directors appointed by the Declarant.

3.2 Voting.

(a) Neighborhood Associations. For purposes of effecting ways and means of smooth and efficient communication between Declarant or the Association and the members, Declarant or the Association shall be entitled to communicate with the Voting Delegate representing each Neighborhood in all matters affecting the Owners of Lots within such Neighborhood. Except where members are personally entitled to vote as provided herein, the vote attributable to each Lot shall be exercised by the Voting Delegate representing such Neighborhood.

The number of votes to be cast by the Voting Delegate for a Neighborhood shall be equal to the number of Lots in such Neighborhood, as generally shown Exhibit "C-1" attached hereto and by this reference incorporated herein and as more particularly identified on one or more subdivision plats for Mountain Crest and the Neighborhoods located therein. In the event of a conflict between the Lots shown on Exhibit "C-1" and any recorded subdivision plat for Mountain Crest, the recorded subdivision plat shall control. The Voting Delegate may cast all such votes as he or she deems appropriate and no polling of the members or split voting shall be required.

(b) By the Members. In any situation where a member is entitled personally to exercise his or her vote, the Owner of each Lot shall be entitled to cast one (1) vote for each Lot owned. If more than one (1) Person holds an ownership interest in a Lot, the vote for such Lot shall be exercised as those Owners determine among themselves. In the event of a dispute, the vote shall be suspended if more than one (1) Person seeks to exercise it. The Board of Directors may suspend the voting rights of an Owner for any period during which any past due assessment against the Lot of the Owner remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, Bylaws or rules and regulations.

3.3 Powers of Association Relating to Neighborhood Associations. The Association may veto any action taken or contemplated by any Neighborhood Association which the Board of Directors reasonably determines to be adverse to the interest of the Association or its members or inconsistent with the Community-Wide Standard. The Association also may require specific action to be taken by any Neighborhood Association to fulfill its obligations under this Declaration, the Bylaws or rules and regulations. By way of explanation and not limitation, the Association may require that specific maintenance or repairs or aesthetic changes be performed by the Neighborhood Association. If the Neighborhood Association fails to comply with such requirements within a reasonable period of time as specified in writing by the Association, the Association may perform such maintenance on behalf of the Neighborhood Association and assess the costs to the Neighborhood Association to be paid as a Neighborhood Assessment as provided herein.

3.4 Notice of Neighborhood Association Board Members. Immediately upon an election or appointment of any board member or officer of a Neighborhood Association, the Neighborhood Association shall provide the Association with written notice of the names of the board members and such other information as the Board may reasonably require.

Article 4
Assessments

4.1 Purpose of Assessments. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners of Lots, including, without limitation, the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

4.2 Creation of the Lien and Personal Obligation for Assessments.

(a) General. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) general assessments; (b) special assessments; (c) specific assessments; and (d) Neighborhood Assessments, if applicable. All assessments, together with late charges (in an amount equal to the greater of Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the assessment or installment not paid when due), interest (at a rate set of ten percent (10%) per annum on the principal amount due) and costs of collection, including, without limitation, reasonable attorneys' fees actually incurred, shall, from the time the sums become due and payable, be a charge on the land and a continuing lien in favor of the Association on the Lot against which each assessment is made. As provided in O.C.G.A. Section 44-5-60(e), the obligation for the payment of assessments and fees arising hereunder shall include costs of collection, including, without limitation, reasonable attorneys' fees actually incurred, and the award of attorneys' fees shall not be construed in accordance with the provisions of O.C.G.A. Section 13-1-11(a)(2).

(b) Creation of the Lien. The recording of this Declaration shall constitute record notice of the existence of the lien and no further recordation of any claim of lien shall be required. Each assessment, together with late charges, interest and costs of collection, shall also be the personal obligation of the Person who was the Owner of the Lot at the time the assessment fell due. Each Owner shall be personally liable for the portion of each special and/or specific assessment coming due while the Owner of a Lot, and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of the grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings.

(c) No Exemption for Assessments. No Owner may waive or otherwise be exempt from liability for the assessments provided for herein for any reason, including, by way of illustration and not limitation, the following: (a) abandonment of the Lot; (b) nonuse of the Common Property, including, without limitation, nonuse of the Amenity Area; (c) the Association's failure to perform its obligations required under the Declaration; or (d) inconvenience or discomfort arising out of the Association's performance of its duties. No diminution or abatement of any

assessment shall be claimed or allowed by reason of any failure of the Association to take some action or perform some function required to be taken or performed by the Association, the obligation to pay assessments being a separate and independent covenant on the part of each Owner. All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments. As provided in O.C.G.A. Section 44-5-60(e), the obligation for the payment of assessments and fees arising hereunder shall include costs of collection, including, without limitation, reasonable attorneys' fees actually incurred, and the award of attorneys' fees shall not be construed in accordance with the provisions of O.C.G.A. Section 13-1-11(a)(2).

4.3 Operating Budget. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year. The Board shall deliver a copy of the budget to the president of each Neighborhood Association for inclusion in each Neighborhood Association's budget. The budget and the general assessment shall become effective unless disapproved at a meeting a majority of the Total Association Vote and Declarant; provided, however, the Board shall have no obligation to call a meeting of the members to consider disapproval of the budget except upon petition of the members as required for special meetings in the Bylaws. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for any period, then and until such time as a budget has been determined, as provided herein, the budget in effect shall continue.

4.4 General Assessments. General Assessments shall be levied equally on all Lots and shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice for delinquents. Unless otherwise provided by the Board of Directors, the general assessment shall be paid in one annual installment. General assessments include any sums the Board determines necessary for the continued ownership, operation and maintenance of the Common Property, improvements to the Common Property, operating expenses of the Association, payment for any items of betterment and the establishment of reserve funds as the Board shall deem proper. General assessments may include, without limitation, the following: (a) sums for property taxes for the Common Property; (b) insurance premiums; (c) legal and accounting fees; (d) management fees; (e) costs to maintain the Community entry features, including electricity and irrigation expenses associated therewith; provided, however, such costs shall not include the maintenance of entry features which serve a single Neighborhood; (f) landscape maintenance to the Common Property; (g) costs to operate and maintain the Amenity Area; (h) costs and expenses associated with the maintenance of the storm water detention/retention ponds and storm water drainage facilities serving Mountain Crest; and (i) expenses and liabilities incurred as provided herein, in the Articles of Incorporation and Bylaws for the indemnification of officers and directors and in connection with the enforcement of rights and duties of the Association against Owners and others.

4.5 Special Assessments. The Association, acting through the Board of Directors, may levy a special assessment against all Owners in Mountain Crest for unbudgeted or unanticipated expenses or expenses in excess of those budgeted. So long as the total amount of special assessments allocated to each Lot does not exceed the amount of the annual general assessment to be paid by each Lot Owner in Mountain Crest in any one fiscal year, the Board may impose

the special assessment without a vote of the Owners. Except for special assessments levied pursuant to Section 8.3 hereof, any special assessment which would cause the total amount of special assessments allocated to a Lot in a single fiscal year to exceed the amount of the annual general assessment must be approved by Voting Delegates holding two-thirds (2/3) of the Total Association Vote and the Declarant in order to be effective. Special assessments shall be paid as determined by the Board. The Board may permit a special assessment to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

4.6 Specific Assessments. The Board shall have the power to levy specific assessments as, in its discretion, it shall deem appropriate. The failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. By way of explanation, and not limitation, fines levied pursuant to this Declaration and the working capital contribution provided in Section 4.16 hereof shall constitute a specific assessment.

In addition to the foregoing, the Board of Directors may also specifically assess Owners for Association expenses as follows: (a) expenses of the Association which benefit less than all of the Lots may be specifically assessed equitably among all of the Lots which are benefited according to the benefit received; (b) expenses of the Association which benefit all Lots, but do not provide an equal benefit to all Lots, may be specifically assessed equitably among all Lots according to the benefit received; and (c) expenses of the Association which are attributable to or incurred as a result of the conduct of an Owner or the Occupants, guests, tenants, invitees or licensees of the Owner may be specifically assessed against the Lot of such Owner.

4.7 Neighborhood Assessments. The Association may levy assessments against Lots in a particular Neighborhood to fund actual and estimated expenses incurred by the Association for the primary benefit of property within such Neighborhood. Neighborhood assessments shall be levied as specifically budgeted from time to time by the Board of Directors pursuant to this Declaration. In addition, the Board shall levy a Neighborhood assessment upon the request of the Owners holding two-thirds (2/3) of the Total Association Vote applicable to Lots within a Neighborhood.

4.8 Collection of Assessments by Neighborhood Associations. Except for the collection of specific assessments as provided in Section 4.6 hereof and unless otherwise directed in writing by the Board of Directors, each Neighborhood Association shall collect the general assessment, any special assessment and the working capital contribution, as provided in Section 4.16 hereof, due from the members of such Neighborhood Association and pay all such assessments to the Association prior to the due date thereof. Unless otherwise directed by the Board of Directors, each Neighborhood Association shall pay the annual assessment and any special assessment to the Association for all Lots in such Neighborhood in full within ten (10) days of the due date thereof. In the event that a member of a Neighborhood Association fails to pay all or a portion of the assessments required under the Neighborhood Declaration, including, without limitation, all or any portion of the annual assessment or any special assessment provided herein, the total amount of any annual and special assessment applicable to all of the Lots in such Neighborhood

shall nevertheless be due and payable in full by the Neighborhood Association to the Association. All costs of collection incurred by the Neighborhood Association to collect amounts due under this Declaration shall be borne by such Neighborhood Association to the extent not collected from the defaulting Lot Owner.

4.9 Subordination of Liens to Mortgages. Notwithstanding anything to the contrary in this Declaration or any other document related thereto or executed in connection therewith, the lien of all assessments authorized herein is hereby made subordinate to the lien of any first Mortgage placed on a Lot, if, but only if, all assessments and charges with respect to such Lot authorized herein having a due date on or prior to the date of the Mortgage as filed of record have been paid. The lien hereby subordinated is only such lien as relates to assessments and charges authorized hereunder having a due date subsequent to the date such Mortgage is filed of record and prior to the foreclosure of such Mortgage. Such subordination is merely a subordination and shall not relieve an Owner of the personal obligation to pay all assessments coming due during such period of ownership; shall not relieve such Lot from the lien provided for herein (except to the extent a subordinated lien is extinguished as a result of such subordination as against a Mortgagee or such Mortgagee's transferee by foreclosure); and no sale or transfer of such Lot to the Mortgagee or to any other Person pursuant to a foreclosure, or pursuant to any other proceeding in lieu of foreclosure, shall relieve any existing or previous Owner of such Lot of any personal obligation or relieve such Lot or any Owner of such Lot from liability for any assessment authorized hereunder that becomes due after such sale and transfer.

4.10 Remedies of the Association. Any assessments or installments thereof which are not paid when due shall be delinquent. In addition to the lien rights, the personal obligation of the then Owner to pay any special or specific assessment shall remain such Owner's personal obligation and shall also pass to such Owner's successors-in-title. Such Owner shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which such Owner was obligated to pay immediately preceding the transfer or conveyance; and such Owner and such successors-in-title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such Owner and such successors-in-title creating any indemnification of the Owner or any relationship of principal and surety as between themselves.

Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge (in an amount equal to the greater of Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the assessment or installment not paid when due) and interest (at a rate set of ten percent (10%) per annum on the principal amount due). As provided in O.C.G.A. Section 44-5-60(e), the obligation for the payment of assessments and fees arising hereunder shall also include costs of collection, which shall include, without limitation, reasonable attorney's fees actually incurred, and the award of attorneys' fees shall not be construed in accordance with the provisions of O.C.G.A. Section 13-1-11(a)(2).

The Association may cause a notice of delinquency to be given to any Owner who has not paid within ten (10) days following the due date. In the event that the special or specific assessment remains unpaid after sixty (60) days, the Association may institute suit to collect such amounts and/or to foreclose its lien. The Association may file a claim of lien with the Office of

the Clerk of Superior Court of Forsyth County, Georgia, but no such claim of lien shall be required to establish or perfect the lien for unpaid assessments.

Each Owner, by acceptance of a deed, vests in the Association the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the lien. The lien provided for in this Declaration shall be in favor of the Association and shall be for the benefit of all Owners. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same.

4.11 Suspension of Use of Amenity Area.

(a) Suspension of Use by Association. In the event that an Owner fails to pay all or any portion of any assessment due under this Declaration or for a reasonable period of time for a violation of the Declaration or any rules and regulations of the Association, in addition to the other remedies set forth in this Declaration, the Association may suspend the membership rights of the delinquent Owner, including the right to vote, the right of use and enjoyment in and to the Common Property, including, without limitation, the right to use and enjoy the Amenity Area, and the right to receive and enjoy such services and other benefits as may then be provided by the Association, if any. Any suspension shall not affect an Owner's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent lien on such Lot in favor of the Association.

(b) Suspension of Use by Neighborhood Association. Upon written request from the board of directors of a Neighborhood Association, the Association shall suspend the right of a Lot Owner to use and enjoy the Amenity Area. Such suspension may result from nonpayment of assessments arising under the Neighborhood Declaration or for any violation of the rules and regulations, use restrictions or architectural guidelines of the foregoing.

4.12 Date of Commencement of Assessments. Assessments shall commence when the Board of Directors first determines a budget and levies assessments. The assessments provided for herein shall commence as to a Lot on the date that such Lot has been improved with a dwelling for which a certificate of occupancy has been issued and has been conveyed to an Owner who intends to occupy the dwelling, or, if the dwelling is occupied as a residence before such conveyance, the date of such occupancy. Any Lot which has been approved by Declarant for use as a model home for marketing and sales purposes shall not be deemed to be occupied for residential purposes and shall not be subject to assessments under this Declaration whether owned by Declarant or any other Person, so long as such Lot is approved for use as a model home and is not occupied for residential purposes.

4.13 Budget Deficits During Declarant Control. For so long as the Declarant has the authority to appoint and remove the directors and officers of the Association, Declarant may, but shall have no obligation to: (a) advance funds or contributions of services or materials or a combination of services and materials, rather than money (herein collectively called "in kind contribution"), or a combination of these, to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the general, special and specific assessments

collected by the Association in any fiscal year (such advances shall be evidenced by promissory notes from the Association in favor of the Declarant); or (b) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for similar loans in the local area of the Community; provided, however, no Mortgage secured by the Common Property or any of the improvements maintained by the Association shall be given in connection with such loan unless such loan has been approved pursuant to Section 9.2(c) hereof.

4.14 Failure to Assess. The omission or failure of the Board to fix the assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as the last year for which an assessment was made, if any, until a new assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

4.15 Estoppel Letter. Any Owner, Mortgagee or Person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by such Lot shall be entitled, upon written request, to a statement from the Association or its managing agent setting for the amount of assessments past due and unpaid, including late charges, interest and fines, or other charges against that Lot. Such request shall be delivered to the registered office of the Association and shall state an address to which the statement is to be directed. The Association shall, within five (5) business days after receiving a written request therefor certify to the amount of any unpaid assessments constituting a lien on a specified Lot. The Association may charge a reasonable fee as a prerequisite to the issuance of such statement as may be permitted by law. A certification letter signed by an officer of the Association or the Association's managing agent, if any, as to the amount of assessments due with respect to a Lot shall be binding upon the Association. It is the intent of this provision to comply with O.C.G.A. Section 44-14-15(c), as amended.

4.16 Working Capital Contribution. Upon the sale of each and every Lot after it has been improved with a residence for which a certificate of occupancy has been issued, a working capital contribution in an amount determined by the Board from time to time, but not to exceed the amount of the general assessment to be paid by each Lot Owner for the year of such conveyance, shall be collected from the new Owner at the closing of such transaction and disbursed to the Association; or if not collected at closing, shall be paid immediately upon demand to the Association. Notwithstanding the foregoing, unless otherwise provided by the Board of Directors, the Neighborhood Association shall be responsible for collecting the capital contribution provided for herein upon each and every sale of a Lot in such Neighborhood and remitting the working capital contribution to the Association within ten (10) days of collecting the same from the new Lot Owner.

The working capital contribution shall constitute a specific assessment against the Lot, shall be in addition to, not in lieu of, the general assessment and shall not be considered an advance payment of such assessment. The working capital contribution may be used by the Association for any purpose which provides a direct benefit to the Community, including, without limitation, for the payment of operating expenses of the Association and other expenses incurred by the Association pursuant to the provisions of this Declaration. Notwithstanding the

foregoing, the working capital contribution shall not apply to the holder of any first Mortgage on a Lot who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage, but shall apply to the Owner acquiring title to the Lot from the foreclosing Mortgagee.

Article 5
Maintenance; Common Property

5.1 Association's Maintenance Responsibility. The Association shall maintain and keep in good repair the Common Property and all structures and improvements located thereon. The Association shall also maintain (whether or not constituting Common Property) the following: (a) all entry features serving Mountain Crest, including entry area landscaping and any irrigation system and/or lighting system, if any, serving such entry features (but not including any entry features identifying a particular Neighborhood); (b) all storm water detention/retention ponds and storm water drainage facilities located in or serving Mountain Crest and any gate, fence or other enclosure surrounding said storm water detention/retention ponds, if and to the extent such facilities are not maintained by the owner of such facilities, a government body or a Neighborhood Association and regardless of whether such storm water drainage facilities or storm water detention/retention ponds are located on a Lot, Common Property or public right-of-way; provided, however, the Association shall not be responsible for the maintenance, repair or replacement of storm water drainage facilities or storm water detention ponds which serve Lots located in a single Neighborhood; (c) all street medians and street islands located in the Community and any landscaping located adjacent to or along such street medians, street islands or along any public right-of-way in the Community, if and to the extent the same are not maintained on an ongoing basis by a government authority, third party or a Neighborhood Association pursuant to a Neighborhood Declaration; (d) all Community green space and open space; (e) the Amenity Area; and (f) any pedestrian trails or paths in the Community, regardless of whether the same are located within a particular Neighborhood.

In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the Occupants, family, guests, lessees or invitees of an Owner, then the Association may perform such maintenance, repair or replacement and all costs thereof, not paid for by insurance, shall be assessed against the Owner as a specific assessment.

The Association shall have the right, but not the obligation, to maintain property it does not own, including property owned by a Neighborhood Association, regardless of whether the same is located within or outside of Mountain Crest, where the Board of Directors determines that such maintenance would benefit the Owners. In addition to the foregoing, the Board of Directors, with the consent of the Declarant and without a vote of the members, may enter into easements and covenant to share costs agreements where the Board has determined that such action would benefit the Owners.

The Board of Directors may authorize the officers of the Association to enter into contracts with any Person or Persons to perform maintenance hereunder on behalf of the Association.

5.2 Owner's Maintenance Responsibility. The maintenance obligation of an Owner and/or a Neighborhood Association with respect to a Lot in Mountain Crest shall be governed by the Neighborhood Declaration to which such Lot is subject.

5.3 Conveyance of Common Property by Declarant to Association; No Implied Rights. The Declarant may transfer or convey to the Association at any time and from time to time any personal property and any interest in improved or unimproved real property. Such conveyance shall be deemed to be accepted by the Association upon delivery of any personal property or upon recordation of an instrument of conveyance of any interest in real property, and the property shall thereafter be Common Property to be used and maintained by the Association for the benefit of its members. So long as Declarant owns any property primarily for development and/or sale in the Community or has the right unilaterally to annex additional property to the Declaration, Declarant may, upon written notice to the Association, require the Association to reconvey to Declarant all or any portion of the Common Property, improved or unimproved, at no charge to Declarant, without a vote of the members of the Association, if all or a portion of the Common Property is: (a) found by Declarant to have been conveyed in error; (b) needed by Declarant to make adjustments in property boundary lines; or (c) needed by Declarant due to changes in the overall scheme of development for the Community.

The Association hereby constitutes and appoints Declarant as its agent and attorney-in-fact to accept on behalf of the Association any conveyance to the Association and to execute on behalf of the Association any and all documents, including, without limitation, deeds, necessary or convenient to effectuate and document any such conveyance to the Association. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise. The Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section and shall have no duty or obligation to convey any property or property rights to the Association regardless of whether or not any such property has been made available for the use of Owners. The Declarant may reserve, by lease, license, easement or otherwise such rights of use and enjoyment in and to all or any portion of the property so conveyed as Declarant may reasonably require so long as such reservation is not materially inconsistent with the overall scheme of development for the Community. Neither the recordation of any subdivision plat nor the use by the Owners or maintenance by the Association of any property shall create any rights, easements or licenses, in the Association or the Owners, express or implied, unless and until any such property rights, easements or licenses are conveyed by the Declarant to the Association or the Owners, as the case may be, by an instrument recorded in the Forsyth County, Georgia land records.

5.4 Partition of Common Property. The Common Property shall remain undivided and no Owner shall bring any action for partition or division of the whole or any part thereof without the written consent of: (a) the Declarant; (b) the Association; (c) each Neighborhood Association; and (d) at least seventy-five percent (75%) of the Total Association Vote.

5.5 Condemnation. In the event of a taking by eminent domain of all or any portion of the Common Property on which improvements have been constructed, the Association shall, if reasonably possible, restore or replace such improvements on the remaining Common Property,

unless within sixty (60) days after such taking, an alternative plan is approved by at least seventy-five percent (75%) of the Total Association Vote and the Declarant. The provisions of this Declaration applicable to the replacement and/or restoration of damaged improvements on the Common Property shall also apply to and govern the actions to be taken in the event that the improvements are not restored or replaced after a condemnation.

5.6 Limitation of Liability. Owners, Occupants and their guests shall use the Common Property and all portions of the Community not contained within a Lot, including, without limitation, the Amenity Area, at their own risk and shall assume sole responsibility for their personal belongings used or stored thereon. All Owners and Occupants shall have an affirmative duty and responsibility to inspect the Common Property and any improvements located thereon, including, without limitation, the Amenity Area, for any defects, perils or unsafe conditions related to the use and enjoyment thereof. The Association, the Declarant and their respective officers, directors, employees, representatives and agents shall not be held liable for: (a) personal injury to any person occurring on the Common Property; (b) loss or damage to personal belongings used or stored on the Common Property or on any other portion of the Community; or (c) loss or damage, by theft or otherwise, of any other property of an Owner or Occupant.

In addition to the foregoing, the Association, the Declarant and their respective officers, directors, representatives, agents and employees shall not be liable for injury or damage to any Person or property: (a) caused by the elements or by an Owner or any other Person; (b) resulting from any rain or other surface water which may leak or flow from any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association; or (c) caused by any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair.

5.7 Provision of Services. The Association may provide or contract for services and facilities for the Owners, Occupants and their licensees, invitees and guests. The Association shall be authorized to enter into contracts or similar agreements with other entities, including Declarant or any affiliates thereof, to provide such services and facilities. The cost of services and facilities provided by the Association may be funded as a common expenses, Neighborhood Assessment or a specific assessment, as the case may be, in the event that such services benefit specific Lot(s). By way of explanation, services and facilities which may be provided by the Association include cable, digital, satellite or similar television services, internet or other computer related services, utilities, street cleaning, garbage and/or recycling collection, landscaping and special or other promotional events. Notwithstanding the foregoing, nothing here can be relied upon as a representation as to the services and facilities, if any, which will be provided by the Association.

Article 6 Architectural Standards

No exterior construction, alteration or addition of any improvements of any nature whatsoever shall be commenced or placed upon any part of the Community unless: (a) installed

by the Declarant or an affiliate of the Declarant; (b) installed by the Association or its agents; or (c) approved in accordance with the provisions of the applicable Neighborhood Declaration.

Article 7
Use Restrictions and Rules

7.1 Adoption of Rules and Regulations. The Board of Directors may, from time to time, with the consent of Declarant and without a vote of the members, promulgate, modify or delete reasonable rules and regulations applicable to the Community. Such rules and regulations shall be distributed to all Owners prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled or modified by a majority of the Total Association Vote and the Declarant.

Any rules and regulations adopted by the Association shall be in addition to, not in lieu of, any rules and regulations adopted by a Neighborhood Association. In the event of a conflict between any rules and regulations adopted by the Association and any rules and regulations adopted by a Neighborhood Association, as applicable, the stricter standard shall control.

All Owners and Occupants of Lots are hereby notified that the use of their Lots is limited by the rules and regulations as they may be adopted, amended, expanded, and otherwise modified hereunder. Each Owner, by acceptance of a deed or entering into a contract of sale, acknowledges and agrees that the use and enjoyment and marketability of his or her Lot can be affected, that the rules and regulations may change from time to time, and that such changed rules and regulations may or may not be set forth in an instrument recorded in the Forsyth County, Georgia land records.

7.2 Signs. Except for signs installed by Declarant, no sign of any kind shall be erected on the Common Property unless the same has been approved by the Board of Directors. Notwithstanding the foregoing, the Board, on behalf of the Association, or the Declarant shall have the right to install reasonable and appropriate signs in the Community which may include, without limitation, signs relating to the development, construction, marketing and sales of residential dwellings located on Lots. The Board of Directors shall have the right to adopt reasonable rules and regulations governing the display and placement of signs in the Community, including, without limitation, imposing reasonable time, place and manner restrictions. The Board or Declarant, as applicable, may impose a reasonable fine per day for the display of any sign which violates this provision and is not removed within twenty-four (24) hours after written demand is delivered to the Owner at that Lot. Notwithstanding anything to the contrary herein, the provisions of this Section shall not apply to any Mortgagee in possession due to foreclosure of a first Mortgage or as grantee pursuant to any deed in lieu of such foreclosure.

7.3 Vehicles; Parking.

(a) General. Vehicles shall be parked only in accordance with the provisions of this Section 7.3. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go carts, golf carts, trucks, campers, buses, vans

and automobiles. All parking shall be subject to such other rules and regulations as the Board may adopt from time to time.

(c) Disabled and Stored Vehicles. No vehicle may be left upon the Common Property for any period longer than three (3) days if it is not licensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such five-day period, such vehicle may be removed from the Community by the Board of Directors or the appropriate authority of Forsyth County. Any towed vehicle, boat, personal watercraft, recreational vehicle, motor home, trailer, motorcycle, minibike, scooter, go cart, golf cart, commercial truck, commercial vehicle (i.e. any vehicle which bears any indicia of commercial use, including, but not limited to, writing, logos, advertising signs, ladders, ladder racks, vehicles displaying signage of a commercial or business nature or vehicles which are not primarily used for the transportation of passengers), camper, bus or mobile home regularly stored or temporarily kept on the Common Property, except if kept in an area designated by the Board, if any, for periods longer than twenty-four (24) hours may be removed from the Community by the Board of Directors (the temporary removal of such vehicle to break the continuity of the twenty-four (24) hour period shall not be sufficient to establish compliance with this restriction). No eighteen wheel trucks or the cabs of such trucks or trucks with a load capacity in excess of three-quarters of a ton shall be parked, kept or stored on Common Property except during the time reasonably necessary to provide service to or delivery within the Community.

(d) Remedies of Association for Noncompliance. If any vehicle is parked on any portion of the Common Property in violation of this Section or in violation of the Association's rules and regulations, the Board or agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of the person or entity that will do the towing and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within twelve (12) months of such notice, the Board or agent of the Association may have the vehicle towed in accordance with the notice, without further notice to the Owner or user of the vehicle. If a vehicle is towed in accordance with this Section, the Declarant, the Association and their respective affiliates, directors, officers, employees or agents shall not be liable to any Person for any claim of damage as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

(e) Declarant Exemption. Notwithstanding anything to the contrary in this Section 7.3, the Declarant, and its respective agents, subcontractors and assigns shall have the right, during regular business hours, to park vehicles on any and all streets within the Community as needed in order to facilitate the construction, development, maintenance and build out of the Community.

7.4 Animals and Pets. All pets shall be registered, licensed and inoculated if and as required by law. No pets shall be kept, bred or maintained for any commercial purpose. Dogs shall at all times when outside of a residential dwelling located on Lot be kept on a leash or otherwise under the physical control of a responsible person at all times; provided, however, the foregoing restriction shall not apply to service animals. Animal control authorities shall be

permitted to enter the Community to patrol and remove unlicensed pets. An Owner shall not allow any animal waste to remain on the Common Property. All Owners must control their pets at all times, whether or not such Owner is present, in a manner that will prevent any pet from: (a) making noise at objectionable sound levels for extended periods of time, whether continuously or intermittently; (b) endangering the health or safety of other Owners, their families, guests or invitees or creating fear in other Owners as to the safety of themselves, their families, guests or invitees; or (c) otherwise constituting a nuisance or inconvenience to the Owner(s) or Occupant(s) of any other Lot; all of the foregoing as determined by the Association in its sole discretion. The Association may require that an Owner remove any animal that presents an actual threat to the health or safety of residents and require abatement of any nuisance or unreasonable source of annoyance. In the event that an Owner fails to remove an animal as provided herein, the Association shall have the right to institute legal action to have the animal removed and all costs associated therewith, including, without limitation, reasonable attorneys' fees actually incurred, shall be a specific assessment against the Lot of such Owner. The Association shall have the right to adopt reasonable rules and regulations governing animals and pets within the Community.

7.5 Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on a Lot. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No plants, animals, device or thing of any sort shall be maintained in the Community whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Community by other Owners and Occupants. Without limiting the generality of the foregoing, no horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, screaming, shouting, excessively loud talking, fighting, raucous behavior, insobriety, playing loud music or television, use of any alarm, equipment, or device, mechanical or otherwise which creates or produces excessively loud sounds or any vibrations, or any conduct which creates any noxious or offensive odors outside of a home shall be permitted, located, used or placed on any portion of a Lot, unless, if applicable, the same has been approved pursuant to a Neighborhood Declaration. The inconvenience complained of shall not be fanciful, or such as would affect only one of fastidious taste, but it shall be such as would affect an ordinary, reasonable person as determined in a particular instance by the Board. Notwithstanding anything to the contrary herein, each Owner and Occupant acknowledges that the Declarant and its agents, subcontractors, employees and assigns may engage in construction activities in the Community and further agrees that such construction activities shall not be deemed a nuisance as provided herein.

7.6 Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken in any part of the Community.

7.7 Firearms. The discharge of firearms in the Community is prohibited. The term "firearms" includes "B-B" guns, pellet guns, archery equipment and firearms of all types, regardless of size.

7.8 Pedestrian Paths / Walking Trails. Each Owner acknowledges that the pedestrian paths and walking trails located or to be located in Mountain Crest are designed to connect to the Big Creek Greenway and further agrees to comply with any rules and regulations adopted by Forsyth County regarding the use of the Big Creek Greenway. Except as herein provided and unless otherwise provided by the Board, the pedestrian paths and walking trails within the Community shall be used as foot paths only. Unless otherwise provided by the Board, minibikes, scooters or motorcycles, with or without electric motors, or similar wheeled means of motorized transportation or recreation shall not be permitted on the paths in the Community. Notwithstanding the foregoing, this provision shall not prohibit any person with a disability from using a wheelchair or other necessary transportation device on any portion of the pedestrian paths or walking trails in the Community. The Board of Directors may adopt such rules as may be deemed appropriate concerning the use of the paths and trails. This provision shall not apply to concrete sidewalks located along the public streets within Mountain Crest.

7.9 Abandoned Personal Property. Personal property, other than vehicles as provided for in Section 7.3 hereof, is prohibited from being stored, kept, or allowed to remain unattended upon any portion of the Common Property, without prior written Board permission. If the Board determines that a violation exists, then, not less than twenty-four (24) hours after written notice is placed on the personal property and/or on the front door of the property owner's Lot, if known, the Board may remove the personal property and either discard or store the personal property in a location which the Board may determine, and the Board shall have no obligation to return or replace such property or reimburse the owner of the property. The notice shall include the name and telephone number of the Person which will remove the property and the name and telephone number of an individual to contact regarding the alleged violation.

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

The Association and any director, officer, employee or agent thereof shall not be liable to any Person for any claim of damage resulting from the removal of any personal property in accordance with the procedures set forth herein. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder.

7.10 Improvements to and on Common Property. Owners shall not add trees, shrubs, bushes, plants or other vegetation to the Common Property without the prior written consent of the Board of Directors. Any landscaping improvements originally installed by an Owner on the Common Property which are not properly maintained, including, but not limited to, damaged, diseased or dead plants, shrubs and trees may, at the sole discretion of the Board of Directors, be

removed from the Community. The costs associated with removing any damaged, diseased or dead plants, shrubs and trees originally installed by an Owner in the Community may be assessed against the Owner and the Lot as a specific assessment.

7.11 Storm Water Detention/Retention Ponds, Creeks, Streams and Wetland Areas. Except as herein provided, the storm water retention/detention ponds, creeks, streams and wetland areas within Mountain Crest shall be used for aesthetic amenities and storm water drainage only, no other use thereof, including, without limitation, boating, swimming, ice skating, playing, or use of personal flotation devices, and other recreation, shall be permitted, without the written consent of the Board of Directors. For purposes of this Section 7.11, the term "wetlands" shall mean any area identified as such on the recorded subdivision plat(s) for Mountain Crest or designated in writing as wetlands by the Board of Directors. The Association, the Declarant and their respective representatives, agents, employees, officers or directors shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of any storm water detention/retention pond or any other body of water located within the Community. No Owner shall have any right to place rocks, stones, trash, garbage, sewage, waste water, rubbish, debris, ashes or other refuse in the storm water detention/retention pond, creek, stream or wetland area in Mountain Crest. Applicable governmental agencies, the Declarant and any Association, shall have the sole right to control the water level of all bodies of water located within the Community and to control the growth and eradication of plants, fowls, reptiles, animals, fish and fungi in and around any storm water retention pond, creek or stream within the Community. Owners shall not be permitted to withdraw water from any storm water detention/retention pond in the Community and shall have no riparian or littoral rights with respect to the waters in any creek or stream within Mountain Crest.

7.12 Drainage. Catch basins, retention ponds, detention ponds, drainage easement areas and related drainage facilities are for the purpose of controlling the natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner may obstruct or alter the drainage flow after the location and installation of catch basins, retention ponds, detention ponds, drainage swales, storm sewers or storm drains without the approval of the Board of Directors and any approval as may be required under a Neighborhood Declaration.

7.13 Buffer Areas. Portions of the Community may contain one or more buffer areas, as more particularly identified on the recorded subdivision plat(s) for Mountain Crest. No land disturbing or construction activities shall be permitted within said buffer areas unless approved by the Board of Directors and in compliance with any applicable local or governmental laws, ordinances and regulations, including, without limitation, the Control of Erosion and Sedimentation Act, O.C.G.A. Section 12-7-1, *et seq.*, as amended from time to time.

Article 8 Insurance and Casualty Losses

8.1 Insurance on Common Property. The Association shall obtain the insurance coverage necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, and the

U.S. Department of Housing and Urban Development, as applicable to the Community. Accordingly, the Board of Directors shall obtain casualty insurance for all insurable improvements, whether or not located on the Common Property, including without limitation, the Amenity Area, which the Association is obligated to maintain. The Association shall have no obligation to maintain or obtain insurance covering a Lot or any property maintained by a Neighborhood Association pursuant to a Neighborhood Declaration.

Insurance obtained and maintained by the Association shall provide, at a minimum, fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board of Directors shall obtain a public liability policy applicable to the Common Property, including the Amenity Area, covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million and No/100 Dollars (\$1,000,000.00). Policies may contain a reasonable deductible as determined by the Board of Directors.

In addition to the other insurance required by this Section, the Board of Directors shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees and other persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the policy is in force, or any lesser amount of fidelity coverage allowable under the applicable Fannie Mae guidelines. Fidelity coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation. All such insurance coverage shall be written in the name of the Association.

8.2 Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner agrees to maintain such insurance as may be required under the applicable Neighborhood Declaration.

8.3 Damage and Destruction -- Insured by Association. Immediately after damage or destruction by fire or other casualty to any portion of any improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and 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 the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within sixty (60) days after the casualty, a proposal not to repair or reconstruct such property is approved by at least seventy-five percent (75%) of the Total Association Vote and the Declarant. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to

the Association within such period, then the period shall be extended until such information is available; provided, however, such extension shall not exceed sixty (60) days. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the members of the Association, levy a special assessment against the Owner of each Lot. Additional assessments may be made in like manner, as necessary, at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess funds shall be deposited to the benefit of the Association. In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, the property shall thereafter be maintained by the Association in a neat and attractive condition.

8.4 Damage and Destruction -- Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any improvement located on a Lot shall be repaired or reconstructed by the Owner thereof in accordance with the provisions of the applicable Neighborhood Declaration.

Article 9 Easements

9.1 General. Each Lot shall be subject to those easements, if any, shown or set forth on the recorded subdivision plats for the Community, as amended from time to time, as well as the easements now or hereafter established by the Declarant in this Declaration or by any other document recorded in the Office of the Clerk of Superior Court for Forsyth County, Georgia.

9.2 Easements for Use and Enjoyment. Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment by the Owner and the Occupants of the Owner's Lot in and to the Common Property which shall be appurtenant to and shall pass with the title to each Lot, subject to the following:

(a) the right of the Association to limit the number of Persons who may use the Amenity Area and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by authorized users and their guests and invitees;

(b) the right of the Association to suspend the right of an Owner to use and enjoy the Amenity Area or any other portion of the Common Property for any period during which any past due assessment against any Lot of the Owner remains unpaid, and for a reasonable period of time for an infraction of the Declaration, Bylaws or rules and regulations, or for violations of a Neighborhood Declaration, as more particularly provided herein;

(c) the right of the Association to borrow money for the purpose of improving the Common Property, or any portion thereof, or for constructing, repairing or improving any facilities located or to be located thereon and, upon the affirmative vote or written consent of the Owners of at least two-thirds (2/3) of the Lots (other than Declarant) and the consent of

Declarant, to give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance of any such Mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of Declarant, any Owner or the holder of any Mortgage encumbering any Lot or other property located within the Community (Regardless of any contrary provision in this Declaration or in any such Mortgage given by the Association, the exercise of any rights by the holder of such Mortgage in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of Declarant or any Owner or the holder of any Mortgage encumbering any Lot or other property located within the Community.);

(d) the right of the Association, acting through the Board of Directors and without a vote of the members, to dedicate or grant licenses, permits, easements and rights-of-way over, under and through the Common Property to government entities, any quasi-governmental agency or to any utility company or cable television company;

(e) the right of the Association to dedicate, transfer or convey all or any portion of the Common Property upon the approval of the Owners of at least two-thirds (2/3) of the Lots (other than Declarant) and the Declarant;

(f) all other rights of the Association, the Declarant, Owners and Occupants set forth in this Declaration, in any Supplementary Declaration, Neighborhood Declaration or in any deed conveying Common Property to the Association; and

(g) all encumbrances, zoning conditions, and other matters shown by the public records affecting title to the Common Property.

9.3 Easements for Utilities. There is hereby reserved to the Declarant and granted to the Association and any Neighborhood Association a blanket easement upon, across, above and under all property within the Community for access, ingress, egress, installing, altering, repairing, replacing, and maintaining all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Declarant or the Association might decide to have installed to serve the Community. Declarant, the Association, a Neighborhood Association or their respective designees may alter drainage and water flow, install, repair, replace and maintain or authorize the installation, repair, replacement and maintenance of such wires, conduits, cables and other equipment related to the providing of any utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Declarant or the Board shall have the right to grant such easement.

9.4 Easement for Emergency Entry. The Association shall have the right, but not the obligation, to enter upon any Lot or any property owned by a Neighborhood Association for emergency, security and safety reasons and to inspect for the purpose of ensuring compliance with this Declaration, any Supplemental Declaration, the Bylaws, rules and regulations or a

Neighborhood Declaration, which right may be exercised by any member of the Board, the officers, agents, employees, and managers of the Association and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon any Lot to cure any condition which may increase the possibility of a fire, slope erosion or other hazard in an emergency situation and in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Association, but shall not authorize entry into any residential dwelling located on a Lot without the permission of the Owner.

9.5 Easement for Maintenance. Declarant hereby grants to the Association a perpetual easement across the exterior portions of all Lots and over any property owned by a Neighborhood Association as may be reasonably necessary for the maintenance required hereunder. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment of Lots, reasonable steps shall be taken to protect such property and damage shall be repaired by the Association or its contractor(s) at their sole expense.

9.6 Easement for Entry Features and Streetscapes. There is hereby reserved to the Declarant and granted to the Association an easement for ingress, egress, installation, construction, landscaping and maintenance of entry features and similar streetscapes for the Community, over and upon any portion of a Lot containing such entry features or streetscapes, if any, as may be more fully described on the recorded subdivision plats for the Community. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around entry features and streetscapes and the right to grade the land under and around the same.

9.7 Easement for Drainage. There is hereby reserved to the Declarant and granted to the Association and any Neighborhood Association a blanket easement across all Lots for creating and maintaining satisfactory storm water drainage in the Community; provided, however, such easement area shall not include any portion of a Lot within the outer perimeter of the dwelling structure. This easement shall include the right to construct and maintain catch basins, retention ponds, detention ponds, drainage swales, storm sewers, storm drains, sloping banks, cut or fill. It is anticipated that increased storm water runoff across downstream Lots will result from the construction of impervious surface within or adjacent to the Community. Neither the Declarant, the Association, any Neighborhood Association or any builder or Owner constructing according to plans and specifications approved under a Neighborhood Declaration, shall have any liability to any Owner due to the increased flow or increased velocity of surface water resulting from approved construction within the Community.

9.8 Easement During Construction and Sale Period. Notwithstanding any provisions now or hereafter contained in this Declaration, the Bylaws, Articles of Incorporation, use restrictions, rules and regulations, and amendments thereto, Declarant reserves for itself an easement across the Community to maintain and carry on, upon such portion of the Community as Declarant may reasonably deem necessary, such facilities and activities as in its sole opinion may be required or convenient for its development, construction and sales activities related to property hereby and hereafter subjected to this Declaration or for the development, construction

or benefit of any neighboring property including, but not limited to: (a) the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in the Community, including, without limitation, any Lot; (b) the right to tie into any portion of the Community with streets, driveways, paths, parking areas and walkways; (c) the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, cable television, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; (d) the right to grant easements over, under, in or on the Community, including without limitation the Lots, for the benefit of neighboring properties for the purpose of tying into and/or otherwise connecting and using sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; (e) the right to convert Lots (with the consent of the Owner thereof) to Common Property and/or streets; (f) the right to construct recreational facilities, utilities and other improvements on Common Property; (g) the right to carry on sales and promotional activities in the Community; (h) the right of Declarant, without the consent of any other Person, to revise and re-record the subdivision plat(s) of the Community, including, without limitation, creating and/or more specifically describing any Lot, changing any Lot or portion of a Lot to Common Property, changing any Common Property to a Lot, or creating a public or private street over all or any portion of a Lot or other property within the Community; provided, however, the boundary lines of any Lot not owned by Declarant shall not be changed without the written consent of the Owner(s) and Mortgagee(s) of such Lot; (i) the right to place or authorize the placement of marketing and directional signs on Lots or right-of-way(s) at street intersections within the Community; and (j) the right to construct and operate business offices, signs, construction trailers, model residences and sales offices. The easement rights reserved and granted herein may be exercised by Declarant and its respective successors and assigns, authorized agents, employees, contractors and sub-contractors. Declarant may use residences, offices or other buildings it owns or leases as model residences and sales offices without charge. This Section shall not be amended without the written consent of Declarant until the rights of Declarant have terminated as provided in Section 10.5 hereof.

9.9 Easement for Pedestrian Paths. Declarant hereby reserves and grants to the Association and any Neighborhood Association an easement for ingress, egress, installation, construction, landscaping and maintenance of the pedestrian paths and walking trails located in the Community, as may be shown on one or more recorded subdivision plats for the Community. The easement herein granted shall permit joint usage of such easement by: (a) the Owners and Occupants; (b) the legal representatives, successors and assigns of the Owners; and (c) guests of the Owners and Occupants. Declarant hereby expressly reserves for itself, its successors and assigns, all rights and privileges incident to the ownership of the fee simple estate of the pedestrian paths and walking trails which are not inconsistent with the rights and privileges herein granted, including, without limitation, the right to grant additional non-exclusive easements to third parties, over, under and across such pedestrian paths and walking trails. The easement hereby granted shall include, without limitation, the right to erect appropriate signs, grading adjacent property for proper drainage, and related activities and improvements.

Article 10
General Provisions

10.1 Enforcement. Each Owner and Occupant shall comply strictly with the Bylaws, rules and regulations and use restrictions, as amended or modified from time to time, and with the covenants, conditions, easements and restrictions set forth in this Declaration, the recorded subdivision plat(s) for the Community and in the deed to such Owner's Lot, if any. Declarant or the Association, acting through the Board of Directors, may impose fines or other sanctions for violations of the foregoing in accordance with this Declaration and the Bylaws, which fines shall be collected as provided herein for the collection of assessments; provided, however, only one fine may be imposed for a single violation such that an Owner or Occupant may not be fined by Declarant and the Association for the same violation; and provided, further, Declarant or the Association, as the case may be, may count each day a violation continues after notice thereof as a separate violation. In the event fines or other sanctions are imposed by Declarant, Declarant shall have any and all rights to collect such fines or sanctions (which fines shall be payable to the Association) and any related charges, including, without limitation, attorneys' fees actually incurred and costs of collection, in the same manner as provided herein for the collection of assessments by the Association acting through the Board.

Failure to comply with this Declaration, the Bylaws, use restrictions, or any rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief or both, including, without limitation, reasonable attorneys' fees actually incurred, maintainable by the Association, Declarant, or an aggrieved Owner. Failure by Declarant, the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. Declarant and the Association shall have the right to record in the appropriate land records a notice of violation of the Declaration, Bylaws, rules and regulations or use restrictions and to assess the cost of recording and removing such notice against the Lot of the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

Notwithstanding anything herein to the contrary, in the event that the Owner of a Lot in a particular Neighborhood violates a provision of the Declaration or incurs expenses on behalf of the Association, the Voting Delegate, upon request by the Declarant or the Association, as the case may be, shall provide the Owner's contact information to the Declarant or the Association, respectively, so that the Declarant or the Association may take such enforcement action as may be authorized under this Declaration.

10.2 Duration. The covenants, conditions, restrictions and easements contained in this Declaration shall run with and bind the Community and shall inure to the benefit of and shall be enforceable by the Association, the Declarant and any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent provided by law; provided, however, if and to the extent that, Georgia law limits the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time, any such provision(s) shall be: (a) automatically extended for successive periods of twenty (20) years (or the maximum period allowed by Georgia law, if less), unless a written instrument signed by the then Owners of at least two-thirds (2/3) of the Lots has been recorded within the two years

immediately preceding the beginning of a twenty (20) year renewal period agreeing to change such provisions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated to the extent specified therein; or (b) extended, renewed, modified or terminated as otherwise provided herein or by applicable law.

10.3 Occupants Bound. All provisions of the Declaration, Bylaws, rules and regulations and use restrictions which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants and the guests and invitees of Owners and Occupants. The Owner shall be responsible for insuring that the Occupants, the guests, invitees and licensees of the Owner and Occupant strictly comply with all provisions of the Declaration, Bylaws, rules and regulations and use restrictions. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not timely paid, the fine may then be levied against the Owner. Unpaid fines shall constitute a lien on a Lot.

10.4 Self-Help. In addition to any other remedies provided for herein, the Association, the Declarant, the Board or their respective duly authorized agents shall have the power to enter upon any Lot or any other portion of the Community to abate or remove any structure, thing or condition which violates this Declaration, the Bylaws, the rules and regulations or the use restrictions. Unless an emergency situation exists, the violating Owner shall be given ten days' written notice of the intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after giving any notice required by law. All costs of self-help, including, without limitation, reasonable attorney's fees actually incurred, shall be assessed against the violating Owner as a specific assessment.

10.5 Termination of Rights of Declarant. The rights of Declarant to take, approve or consent to actions under this Declaration, the Articles of Incorporation and the Bylaws shall cease and be of no further force and effect upon the earlier of: (a) the date that the Declarant no longer owns any property in the Community or owns any additional property which may be annexed to the provisions hereof and a certificate of occupancy has been issued for a dwelling on each Lot in Mountain Crest; or (b) the date of recording by Declarant in the real estate records of Forsyth County, Georgia of a written instrument terminating all of Declarant's rights hereunder.

10.6 Amendment.

(a) By the Declarant. This Declaration may be amended unilaterally at any time and from time to time by Declarant if such amendment is: (i) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial determination which shall be in conflict therewith; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (iii) required by an institutional or governmental lender or purchaser of mortgage loans, including, without limitation, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (iv) necessary to enable any governmental agency or private insurance company, including without limitation, the U.S. Department of Housing and Urban Development and the U.S. Department of Veterans Affairs, to insure or guarantee Mortgage loans on the Lot subject to this Declaration; provided, however,

any such amendment shall not adversely affect the title to any Lot unless the Owner of such Lot consents thereto in writing.

Further, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Owner to use and enjoy his or her Lot hereunder nor shall it adversely affect title to any Lot without the consent of the affected Owner.

(b) By the Board. The Board of Directors, with the written consent of the Declarant, and without a vote of the members may amend this Declaration: (i) to elect to be governed by and thereafter comply with the provisions of the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220 *et seq.*; (ii) to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (iii) to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (iv) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, without limitation, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (v) to enable any governmental agency or private insurance company, including without limitation, the U.S. Department of Housing and Urban Development and the U.S. Department of Veterans Affairs, to insure or guarantee Mortgage loans on the Lots subject to this Declaration; provided, however, such amendment shall not adversely affect the title to any Lot unless the Owner of such Lot consents thereto in writing.

(c) By the Association. In addition to the above, this Declaration may be amended upon the affirmative vote or written consent or any combination thereof of Owners of at least two-thirds (2/3) of the Lots and the consent of Declarant.

Amendments to this Declaration shall become effective upon recordation unless a later effective date is specified therein. The consent of the Declarant to any amendment shall be evidenced by the execution of said amendment by Declarant. The consent of the requisite number of Owners to any amendment shall be evidenced by the execution of the amendment by said Owners, or, in the alternative, the sworn statement of the President or any Vice President or the Secretary of the Association attached to or incorporated in the amendment, which sworn statement states unequivocally that the consent of the required number of Owners was obtained and that any notices required by this Declaration, the Bylaws, the Articles of Incorporation and Georgia law were given. The amendments authorized by this Section may be of uniform or non-uniform application and Owners shall be deemed to have agreed that the Declaration may be amended as provided herein and that any rule of law requiring unanimous approval of amendments having a non-uniform application shall not apply.

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

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

10.9 Captions. 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.

10.10 No Merger. There shall be no merger of any of the covenants, conditions, restrictions or easements created or reserved hereby with the fee estate of Declarant, by reason of the fact that Declarant may own or hold the estate or interest both encumbered and benefited by such covenants, conditions, restrictions or easements and no such merger shall occur unless and until Declarant, while owning all of the estate or interests, shall execute a written statement or instrument affecting such merger and shall duly record the same.

10.11 Preparer. This Declaration was prepared by David N. Dorough, Jr. and Rachel E. Conrad, Dorough & Dorough, LLC, Attorneys at Law, 160 Clairemont Avenue, Suite 650, Decatur, Georgia 30030.

10.12 Notices. Except as otherwise specifically provided in such document(s), as the case may be, notices provided for in this Declaration, the Articles or Bylaws shall be in writing, and shall be addressed to an Owner at the address of the Lot and to the Declarant and to the Association at the address of their respective registered agent on file with the Secretary of State of the State of Georgia. Any Owner may designate a different address, including an electronic mail address, for notices to such Owner by giving written notice to the Association. Owners shall keep the Association advised of their current address and phone number(s) where they can be reached. Notices addressed as above shall be mailed by United States Registered or Certified Mail, return receipt requested, postage paid, or delivered in person, including delivery by Federal Express or other reputable commercial courier service, or issued electronically in accordance with Chapter 12 of Title 10 of the Official Code of Georgia Annotated, the "Uniform Electronic Transactions Act". The time period in which a response to any such notice must be given or any action taken with respect thereto, shall commence to run from the date of personal delivery or date of receipt shown on the return receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice sent.

10.13 Notice of Sale or Acquisition. Owners must keep the Association apprised of their name, address and telephone number. Accordingly, prior to the sale of a Lot, the Owner shall provide the Association with written notice of the name of the purchaser and such other information as the Board may reasonably require. Upon acquisition of title to a Lot, each new Owner shall provide the Association with written notice of the name, mailing address and telephone number of the Owner and the names of the Occupants of the Lot and such other

information as the Board may reasonably require. All Owners shall notify the Association of any change in name, address or telephone number.

10.14 Indemnification. To the fullest extent allowed by the Georgia Nonprofit Corporation Code, and in accordance therewith, the Association shall indemnify every current and former officer, director and committee member against any and all expenses, including, but not limited to, attorneys' fees, imposed upon or reasonably incurred by any officer, director or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer, director or committee member may be a party by reason of being or having been an officer, director or committee member. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer, director or committee member, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

10.15 Agreements. Subject to the prior approval of Declarant, all agreements and determinations, including settlement agreements regarding litigation involving the Association, 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 Community or the privilege of possession and enjoyment of any part of the Community.

10.16 Variances. Notwithstanding anything to the contrary contained herein, the Board of Directors shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto, if it determines that waiver of application or enforcement of the provision in a particular case is warranted and would not be inconsistent with the overall scheme of development for the Community.

10.17 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least seventy-five percent (75%) of the Total Association Vote and the Declarant. This Section shall not apply to: (a) actions brought by the Association to enforce the provisions of this Declaration; (b) the imposition and collection of assessments as provided herein; (c) proceedings involving challenges to *ad valorem* taxation; (d) counterclaims brought by the Association in proceedings instituted against it; or (e) actions brought by the Association against any contractor, vendor, or supplier of goods or services arising out of a contract for goods or services to which the Association is a party. This Section shall not be amended unless such amendment is made unilaterally by the Declarant as provided herein or is approved by the percentage votes necessary to institute proceedings as provided above.

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

10.19 Security. ALL OWNERS, OCCUPANTS, GUESTS, LICENSEES, AND INVITEES, AS APPLICABLE, ACKNOWLEDGE THAT DECLARANT, THE ASSOCIATION AND ITS BOARD OF DIRECTORS DO NOT REPRESENT OR WARRANT THAT ANY SAFETY OR SECURITY MEASURES WILL BE IMPLEMENTED IN THE COMMUNITY OR, IF IMPLEMENTED, THAT SUCH SAFETY OR SECURITY MEASURES MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT ANY SUCH SAFETY OR SECURITY MEASURES WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THEY ARE DESIGNED. EACH OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT DECLARANT, THE ASSOCIATION AND THE BOARD OF DIRECTORS ARE NOT INSURERS OR PROVIDERS OF SAFETY OR SECURITY AND SHALL HAVE NO DUTY TO PROVIDE ANY SAFETY OR SECURITY ON THE COMMON PROPERTY OR ANY OTHER PORTION OF THE COMMUNITY; AND THAT EACH OWNER, OCCUPANT, GUEST, LICENSEE, AND INVITEE ASSUMES ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE AND FURTHER ACKNOWLEDGES THAT DECLARANT, THE ASSOCIATION AND THE BOARD OF DIRECTORS HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SAFETY OR SECURITY MEASURES IMPLEMENTED OR APPROVED.

10.20 Cumulative Effect; Conflict. The covenants, restrictions and provisions of this Declaration shall be cumulative with those of Neighborhood Declaration and the Association may, but shall not be required to, enforce the latter; provided, however, in the event of conflict between or among such covenants and restrictions, and provisions of any articles of incorporation, bylaws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of any Neighborhood Declaration or Neighborhood Association shall be subject and subordinate to those of this Declaration and the Association. In the event of a conflict between the provisions of this Declaration and the provisions of Georgia law, then to the extent that the provisions of Georgia law cannot be waived by agreement, Georgia law shall control.

10.21 Telecommunications Facility. As of the date this Declaration is recorded in the Forsyth County, Georgia land records, a portion of property located in the Mountain Crest Neighborhood, as identified on Exhibit "C" hereto, is used as a telecommunications facility and includes, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, and similar equipment. The use of such property as a telecommunications facility may produce by-products which may not be consistent or compatible with a residential development. By virtue of taking title to a Lot in the Community, each Owner and Occupant

assumes all risks of personal injury or property damage arising out of the ownership or occupancy of a Lot in the Community and further acknowledges that Declarant, the Association, and their respective employees, members, representatives and agents have made no representations or warranties, nor has any Owner or Occupant relied upon any representations or warranties, express or implied, including, without limitation, any warranty of merchantability or fitness for any particular purpose, relative to the use of property in the community for telecommunications purposes, including, without limitation, the operation of a cell tower. All Owners and Occupants acknowledge that the Declarant, the Association and its Board of Directors shall have no duty to provide any safety or security measures arising from the fact that such property is used as telecommunications facility.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Declarant herein has caused this Declaration to be executed under seal, this 14th day of October, 2016

DECLARANT: **LENNAR GEORGIA, INC.**, a Georgia corporation

By: _____
Name: _____
Title: _____

[AFFIX CORPORATE SEAL]

Signed, sealed, and delivered in the presence of:



WITNESS

NOTARY PUBLIC

My Commission Expires:

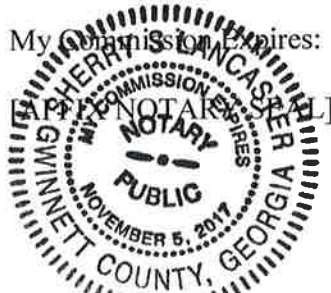


EXHIBIT "A"

Property Description

TRACT 1

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 1063, 1064, 1065, 1066, 1096, 1097, 1098, 1135, 1136 & 1137 OF THE 3RD DISTRICT, 1ST SECTION OF FORSYTH COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 4" X 1 1/4" METAL BAR AT THE LAND LOT CORNER COMMON WITH LAND LOTS 1025, 1026 1063 & 1064 AFOREMENTIONED DISTRICT AND SECTION; THENCE ALONG THE NORTHERN LINE OF SAID LAND LOT 1063 AND ALONG THE PROPERTY NOW OR FORMERLY BEING MOUNTAIN VALLEY ESTATES SUBDIVISION PHASE II SOUTH 85°52'29" EAST, A DISTANCE OF 1425.04 FEET TO A 5/8" REBAR FOUND AT THE LAND LOT CORNER COMMON WITH LAND LOTS 1026, 1027, 1062 & 1063, AFOREMENTIONED DISTRICT AND SECTION; THENCE ALONG THE EASTERN LINE OF SAID LAND LOT 1063 AND ALONG THE PROPERTY NOW OR FORMERLY BEING THE HIGHLANDS AT SAWNEE MOUNTAIN SUBDIVISION, PHASES 1B AND 4 SOUTH 01°10'36" EAST, A DISTANCE OF 1312.48 FEET TO AN IRON PIN SET (5/8" REBAR WITH A YELLOW PLASTIC CAP TAMPED "ROCHESTER LSF000484") AT THE APPARENT LAND LOT CORNER COMMON WITH LAND LOTS 1062, 1063, 1098 & 1099, AFOREMENTIONED DISTRICT AND SECTION; THENCE ALONG THE PROPERTY NOW OR FORMERLY BELONGING TO SAWNEE VALLEY, L.P. SOUTH 30°03'52" WEST, A DISTANCE OF 2862.86 FEET TO AN IRON PIN SET (1/2" REBAR WITH A YELLOW PLASTIC CAP STAMPED "ROCHESTER LSF 000484") ON THE NORTHEASTERN RIGHT-OF-WAY OF CHAMBLEE GAP ROAD (R/W VARIES); THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES: 232.35 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1318.92 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 54°38'15" WEST, 232.05 FEET TO A POINT; THENCE NORTH 49°35'26" WEST, A DISTANCE OF 175.97 FEET TO A POINT; THENCE 181.58 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 859.38 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 55°38'37" WEST, 181.24 FEET TO A POINT; THENCE NORTH 61°41'48" WEST, A DISTANCE OF 587.94 FEET TO A POINT; THENCE 176.04 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 332.11 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 76°52'54" WEST, 173.99 FEET TO A POINT; THENCE SOUTH 87°55'59" WEST, A DISTANCE OF 6.97 FEET TO A POINT; THENCE 130.81 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 123.04 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 61°36'33" WEST, 124.74 FEET TO A POINT; THENCE NORTH 31°09'06" WEST, A DISTANCE OF 46.37 FEET TO A POINT; THENCE 103.02 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 633.64 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 35°48'34" WEST, 102.91 FEET TO A POINT; THENCE NORTH 40°28'01" WEST, A DISTANCE OF 183.36 FEET TO A POINT;

THENCE 176.95 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 996.34 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 35°22'44" WEST, 176.72 FEET TO A POINT; THENCE NORTH 30°17'28" WEST, A DISTANCE OF 196.24 FEET TO A POINT; THENCE 186.71 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2339.36 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 32°34'39" WEST, 186.66 FEET TO A POINT; THENCE NORTH 34°51'50" WEST, A DISTANCE OF 437.54 FEET TO A POINT; THENCE 268.02 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1304.22 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 40°45'04" WEST, 267.55 FEET TO A POINT; THENCE 323.07 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2963.06 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 41°49'40" WEST, 322.91 FEET TO A POINT; THENCE 125.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 767.84 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 37°42'22" WEST, 125.08 FEET TO A POINT; THENCE NORTH 33°02'02" WEST, A DISTANCE OF 74.92 FEET TO A POINT; THENCE NORTH 30°43'07" WEST, A DISTANCE OF 133.76 FEET TO A POINT; THENCE NORTH 59°16'53" EAST, A DISTANCE OF 10.00 FEET TO A POINT; THENCE NORTH 30°43'07" WEST, A DISTANCE OF 32.32 FEET TO A POINT; THENCE FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 298.32 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 49°10'14" WEST, 188.84 FEET TO A POINT; THENCE NORTH 67°37'21" WEST, A DISTANCE OF 45.06 FEET TO A POINT ON THE SOUTHEASTERN RIGHT-OF-WAY OF BETHELVIEW ROAD (100' R/W); THENCE LEAVING THE RIGHT-OF-WAY OF CHAMBLEE GAP ROAD AND ALONG THE RIGHT-OF-WAY OF SAID BETHELVIEW ROAD 220.80 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 798.91 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 13°39'30" EAST, 220.10 FEET TO AN IRON PIN SET (1/2" REBAR WITH A YELLOW PLASTIC CAP STAMPED "ROCHESTER LSF000484") ON THE SOUTHERN RIGHT-OF-WAY OF BROOKFIELD CIRCLE (60'R/W) ; THENCE LEAVING THE RIGHT-OF-WAY OF SAID BETHELVIEW ROAD AND ALONG THE RIGHT-OF-WAY OF SAID BROOKFIELD CIRCLE SOUTH 79°46'06" EAST, A DISTANCE OF 151.07 FEET TO A POINT; THENCE 59.44 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 298.32 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 36°25'37" WEST 59.34 FEET TO A POINT; THENCE NORTH 89°34'39" EAST, A DISTANCE OF 13.53 FEET TO A POINT; THENCE NORTH 89°51'19" EAST, A DISTANCE OF 25.26 FEET TO A POINT; THENCE NORTH 34°41'51" WEST, A DISTANCE OF 16.87 FEET TO A POINT; THENCE NORTH 43°29'21" WEST, A DISTANCE OF 31.63 FEET TO A POINT; THENCE NORTH 36°36'58" WEST, A DISTANCE OF 41.69 FEET TO A POINT; THENCE NORTH 60°24'00" WEST, A DISTANCE OF 105.84 FEET TO A POINT; THENCE NORTH 22°31'31" WEST, A DISTANCE OF 35.51 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY OF BETHELVIEW ROAD (R/W VARIES); THENCE ALONG SAID RIGHT-OF WAY NORTH 10°48'13" EAST, A DISTANCE OF 139.24 FEET TO A POINT ON THE SOUTHWESTERN RIGHT-OF-WAY OF BROOKFIELD CIRCLE (R/W VARIES); THENCE ALONG THE RIGHT-OF-WAY OF SAID BROOKFIELD CIRCLE NORTH 46°49'48" EAST, A DISTANCE OF 17.64 FEET TO A POINT; THENCE SOUTH 79°46'06" EAST, A DISTANCE OF 137.63 FEET TO A POINT; THENCE SOUTH 78°22'51" EAST, A DISTANCE OF 200.90 FEET TO A 1" CRIMPED TOP PIPE FOUND; THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG THE WEST LINE OF LOT 3, CHAMBLEE ESTATES, SECTION II

SOUTH 01°03'09" WEST, A DISTANCE OF 412.06 FEET TO A 3/4" CRIMPED TOP PIPE FOUND ON THE NORTHERN LINE OF LAND LOT 1096, AFOREMENTIONED DISTRICT AND SECTION; THENCE ALONG SAID LAND LOT LINE AND ALONG THE LINE OF CHAMBLEE ESTATES SECTIONS II & III NORTH 89°31'28" EAST, A DISTANCE OF 1562.99 FEET TO A POINT IN THE CENTER OF A CREEK; THENCE ALONG THE CENTERLINE OF SAID CREEK THE FOLLOWING COURSES AND DISTANCES: NORTH 07°58'25" EAST, A DISTANCE OF 24.16 FEET TO A POINT; THENCE NORTH 30°32'42" EAST, A DISTANCE OF 38.68 FEET TO A POINT; THENCE NORTH 00°25'49" EAST, A DISTANCE OF 34.81 FEET TO A POINT; THENCE NORTH 16°53'19" EAST, A DISTANCE OF 41.94 FEET TO A POINT; THENCE NORTH 11°26'18" EAST, A DISTANCE OF 72.01 FEET TO A POINT; THENCE NORTH 11°54'46" EAST, A DISTANCE OF 29.13 FEET TO A POINT; THENCE NORTH 17°43'03" WEST, A DISTANCE OF 21.14 FEET TO A POINT; THENCE NORTH 25°35'45" EAST, A DISTANCE OF 39.77 FEET TO A POINT; THENCE NORTH 04°18'03" WEST, A DISTANCE OF 48.09 FEET TO A POINT; THENCE NORTH 14°31'57" EAST, A DISTANCE OF 24.28 FEET TO A POINT; THENCE NORTH 17°17'53" WEST, A DISTANCE OF 19.80 FEET TO A POINT; THENCE NORTH 31°51'11" EAST, A DISTANCE OF 28.08 FEET TO A POINT; THENCE NORTH 02°05'25" EAST, A DISTANCE OF 94.17 FEET TO A POINT; THENCE NORTH 20°01'18" EAST, A DISTANCE OF 50.70 FEET TO A POINT; THENCE NORTH 02°20'59" WEST, A DISTANCE OF 59.47 FEET TO A POINT; THENCE NORTH 16°10'22" EAST, A DISTANCE OF 78.77 FEET TO A POINT; THENCE NORTH 10°31'36" WEST, A DISTANCE OF 26.64 FEET TO A POINT; THENCE NORTH 09°44'44" EAST, A DISTANCE OF 79.55 FEET TO A POINT; THENCE NORTH 02°17'24" EAST, A DISTANCE OF 45.87 FEET TO A POINT; THENCE NORTH 14°21'09" EAST, A DISTANCE OF 33.53 FEET TO A POINT; THENCE NORTH 00°47'59" EAST, A DISTANCE OF 39.86 FEET TO A POINT; THENCE NORTH 18°48'36" EAST, A DISTANCE OF 38.33 FEET TO A POINT; THENCE NORTH 00°22'19" EAST, A DISTANCE OF 55.47 FEET TO A POINT; THENCE NORTH 14°15'17" EAST, A DISTANCE OF 48.05 FEET TO A POINT; THENCE NORTH 09°33'23" WEST, A DISTANCE OF 32.19 FEET TO A POINT; THENCE NORTH 16°04'02" EAST, A DISTANCE OF 46.70 FEET TO A POINT; THENCE NORTH 01°23'26" EAST, A DISTANCE OF 51.97 FEET TO A POINT; THENCE NORTH 33°27'51" WEST, A DISTANCE OF 27.66 FEET TO A POINT; THENCE NORTH 13°36'59" EAST, A DISTANCE OF 20.72 FEET TO A POINT; THENCE NORTH 43°34'19" WEST, A DISTANCE OF 21.31 FEET TO A POINT; THENCE NORTH 06°31'30" EAST, A DISTANCE OF 35.53 FEET TO A POINT; THENCE NORTH 16°36'58" WEST, A DISTANCE OF 42.54 FEET TO A POINT; THENCE NORTH 08°18'27" WEST, A DISTANCE OF 54.23 FEET TO A POINT; THENCE NORTH 19°03'02" WEST, A DISTANCE OF 39.67 FEET TO A POINT; THENCE NORTH 62°38'37" WEST, A DISTANCE OF 19.19 FEET TO A POINT; THENCE NORTH 06°11'59" EAST, A DISTANCE OF 7.98 FEET TO A POINT; THENCE LEAVING SAID CREEK AND ALONG THE APPARENT SOUTH LINE OF LAND LOT 1025 AFOREMENTIONED DISTRICT AND SECTION AND THE PROPERTY NOW OR FORMERLY OF CRABAPPLE DEVELOPMENT, INC. NORTH 88°24'56" EAST, A DISTANCE OF 732.57 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 196.774 ACRES.

TOGETHER WITH:

TRACT 2

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 1066, 1095, 1096, 1136, 1137 & 1169 OF THE 3RD DISTRICT, 1ST SECTION OF FORSYTH COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT FOUND AT A 1/2" REBAR AT THE LAND LOT CORNER COMMON WITH LAND LOTS 1136, 1137, 1168 & 1169, AFOREMENTIONED DISTRICT AND SECTION; THENCE ALONG THE SOUTHERN LINE OF SAID LAND LOT 1137 AND ALONG THE PROPERTIES NOW OR FORMERLY BEING OR BELONGING TO ASHEBROOKE PHASE 5, NEW MILLENIUM PROPERTIES, LLC AND OLD TOWNE BETHELVIEW SUBDIVISION PHASE II SOUTH 89°05'39" WEST, A DISTANCE OF 1313.33 FEET TO A NAIL AT THE BASE OF A 1" OPEN TOP PIPE FOUND AT THE LAND LOT CORNER COMMON WITH LAND LOTS 1137, 1138, 1167 & 1168, AFOREMENTIONED DISTRICT AND SECTION; THENCE ALONG THE WEST LINE OF SAID LAND LOT 1137 AND ALONG THE PROPERTY NOW OR FORMERLY BEING BETHWICKE PHASE TWO NORTH 00°01'46" WEST, A DISTANCE OF 662.93 FEET TO A 1/2" REBAR AT THE BASE OF A 2" OPEN TOP PIPE FOUND; THENCE ALONG THE PROPERTIES NOW OR FORMERLY BEING OR BELONGING TO BETHWICKE PHASE ONE, FELLOWSHIP BAPTIST CHURCH, INC AND DAVID W. ELLISON & DELORES S. ELLISON NORTH 00°23'20" WEST, A DISTANCE OF 1080.40 FEET TO A 2 1/2" OPEN TOP PIPE FOUND; THENCE CONTINUING ALONG THE PROPERTY NOW OR FORMERLY BELONGING TO DAVID W. ELLISON & DELORES S. ELLISON NORTH 01°22'31" EAST, A DISTANCE OF 470.50 FEET TO A POINT; THENCE NORTH 47°28'59" WEST, A DISTANCE OF 92.40 FEET TO A POINT; THENCE NORTH 30°16'15" WEST, A DISTANCE OF 170.08 FEET TO A POINT; THENCE NORTH 09°57'49" WEST, A DISTANCE OF 122.52 FEET TO A POINT; THENCE NORTH 58°02'43" WEST, A DISTANCE OF 190.98 FEET TO AN IRON PIN SET (1/2" REBAR WITH A YELLOW PLASTIC CAP STAMPED "ROCHESTER LSF000484") THE EASTERN RIGHT-OF-WAY OF BETHELVIEW ROAD (100" R/W); THENCE ALONG SAID RIGHT-OF-WAY NORTH 25°09'17" EAST, A DISTANCE OF 155.62 FEET TO A POINT ON THE SOUTHWESTERN RIGHT-OF-WAY OF CHAMBLEE GAP ROAD (R/W VARIES); THENCE LEAVING THE RIGHT-OF-WAY OF SAID BETHELVIEW ROAD AND ALONG THE RIGHT-OF-WAY OF SAID CHAMBLEE GAP ROAD THE FOLLOWING COURSES AND DISTANCES; SOUTH 67°37'21" EAST, A DISTANCE OF 47.38 FEET TO A POINT; THENCE 140.62 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 218.32 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 49°10'14" EAST, 138.20 FEET TO A POINT; THENCE SOUTH 30°43'07" EAST, A DISTANCE OF 32.32 FEET TO A POINT; THENCE NORTH 59°16'53" EAST, A DISTANCE OF 10.00 FEET TO A POINT; THENCE SOUTH 30°43'07" EAST, A DISTANCE OF 134.98 FEET TO A POINT; THENCE SOUTH 33°02'02" EAST, A DISTANCE OF 76.13 FEET TO A POINT; THENCE 133.06 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 827.84 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 37°38'19" EAST, 132.91 FEET TO A POINT; THENCE 328.62 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 3023.06 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 41°51'15" EAST, 328.45 FEET TO A POINT; THENCE 256.56 FEET ALONG THE ARC OF A CURVE TO THE RIGHT

HAVING A RADIUS OF 1244.22 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 40°46'16" EAST, 256.11 FEET TO A POINT; THENCE SOUTH 34°51'50" EAST, A DISTANCE OF 437.54 FEET; THENCE 181.92 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2279.36 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 32°34'39" EAST, 181.87 FEET TO A POINT; THENCE SOUTH 30°17'28" EAST, A DISTANCE OF 196.24 FEET TO A POINT; THENCE 187.61 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1056.34 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 35°22'44" EAST, 187.36 FEET TO A POINT; THENCE SOUTH 40°28'01" EAST, A DISTANCE OF 183.36 FEET TO A POINT; THENCE 93.26 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 573.64 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 35°48'34" EAST, 93.16 FEET TO A POINT; THENCE SOUTH 31°09'06" EAST, A DISTANCE OF 46.37 FEET TO A POINT; THENCE 194.61 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 183.04 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 61°36'33" EAST, 185.57 FEET; THENCE NORTH 87°55'59" EAST, A DISTANCE OF 6.97 FEET TO A POINT; THENCE 144.24 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 272.11 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 76°52'54" EAST, 142.55 FEET TO A POINT; THENCE SOUTH 61°41'48" EAST, A DISTANCE OF 553.65 FEET TO AN IRON PIN SET (1/2" REBAR WITH A YELLOW PLASTIC CAP STAMPED "ROCHESTER LSF000484"); THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG THE PROPERTY NOW OR FORMERLY BELONGING TO SAWNEE VALLEY, L.P. SOUTH 37°38'00" WEST, A DISTANCE OF 1179.34 FEET TO A POINT ON THE WESTERN LINE OF LAND LOT 1169; THENCE ALONG SAID LAND LOT LINE AND ALONG THE PROPERTY OF ASHEBROOKE PHASE NORTH 00°02'57" WEST, A DISTANCE OF 495.94 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 62.051 ACRES.

TRACT 2 LESS AND EXCEPT:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 1066 OF THE 3RD DISTRICT, 1ST SECTION OF FORSYTH COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERN RIGHT-OF-WAY OF BETHELVIEW ROAD, (R/W VARIES) AND THE SOUTHWESTERN RIGHT-OF-WAY OF CHAMBLEE GAP ROAD (R/W VARIES); THENCE INTO THE PROPERTY NOW OR FORMERLY BELONGING TO CHEATAM CREEK, L.L.P. SOUTH 23°26'05" WEST, A DISTANCE OF 147.95 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 68°26'26" EAST, A DISTANCE OF 9.01 FEET TO A POINT; THENCE SOUTH 64°03'31" EAST, A DISTANCE OF 63.47 FEET TO A POINT; THENCE SOUTH 52°33'47" EAST, A DISTANCE OF 46.72 FEET TO A POINT; THENCE SOUTH 49°15'07" WEST, A DISTANCE OF 41.13 FEET TO A POINT; THENCE NORTH 60°14'55" WEST, A DISTANCE OF 81.94 FEET TO A POINT; THENCE NORTH 59°53'51" WEST, A DISTANCE OF 23.12 FEET TO A POINT; THENCE NORTH 30°06'16" EAST, A DISTANCE OF 39.38 FEET TO A POINT, BEING THE POINT OF BEGINNING. SAID TRACT CONTAINS 0.109 ACRES OR 4753 SQUARE FEET.

TOGETHER WITH:

TRACT 3

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 1098, 1099, 1134, 1135, 1136, & 1170 OF THE 3RD DISTRICT, 1ST SECTION OF FORSYTH COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/8" REBAR FOUND AT THE LAND LOT CORNER COMMON WITH LAND LOTS 1061, 1062, 1099 & 1100, AFOREMENTIONED DISTRICT AND SECTION; THENCE ALONG THE WEST LINE OF SAID LAND LOT 1100 AND ALONG THE PROPERTY NOW OR FORMERLY BELONGING TO FORSYTH COUNTY, GEORGIA SOUTH 00°49'21" EAST, A DISTANCE OF 1258.49 FEET TO AN IRON PIN SET (1/2" REBAR WITH A YELLOW PLASTIC CAP STAMPED "ROCHESTER LSF000484"); THENCE LEAVING SAID LAND LOT LINE AND ALONG THE PROPERTY NOW OR FORMERLY BELONGING TO HUGH D. SOSEBEE SOUTH 44°33'12" WEST, A DISTANCE OF 84.30' TO AN IRON PIN SET (1/2" REBAR WITH A YELLOW PLASTIC CAP STAMPED "ROCHESTER LSF000484") ON THE SOUTHERN LINE OF LAND LOT 1099, AFOREMENTIONED DISTRICT AND SECTION; THENCE ALONG SAID LAND LOT LINE AND ALONG THE PROPERTY NOW OR FORMERLY BELONGING TO HUGH D. SOSEBEE AND REBECCA SOSEBEE CORLEY SOUTH 89°55'44" WEST, A DISTANCE OF 617.01 FEET TO A 1" CRIMPED TOP PIPE FOUND; THENCE LEAVING SAID LAND LOT LINE SOUTH 01°04'32" EAST, A DISTANCE OF 1325.43 FEET TO A 3/4" CRIMPED TOP PIPE FOUND ON THE NORTHERN LINE OF LAND LOT 1171; THENCE ALONG SAID LAND LOT LINE AND ALONG THE PROPERTY NOW OR FORMERLY BELONG TO BRIAN WESOLOWSKI SOUTH 89°01'35" WEST, A DISTANCE OF 703.91 FEET TO AN AXLE FOUND AT THE LAND LOT CORNER COMMON WITH LAND LOTS 1134, 1135, 1170 & 1171, AFOREMENTIONED DISTRICT AND SECTION; THENCE ALONG THE EAST LINE OF SAID LAND LOT 1170 SOUTH 00°02'07" EAST, A DISTANCE OF 1122.12 FEET TO A POINT ON THE NORTHEASTER RIGHT-OF-WAY OF CHAMBLEE GAP ROAD (60'R/W); THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING COURSES AND DISTANCES: NORTH 84°54'59" WEST, A DISTANCE OF 16.12 FEET TO A POINT; THENCE 127.54 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 136.42 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 58°07'59" WEST, 122.95 FEET TO A POINT; THENCE NORTH 31°20'58" WEST, A DISTANCE OF 93.17 FEET TO A POINT; THENCE 138.77 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 281.04 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 45°29'42" WEST, 137.37 FEET TO A POINT; THENCE NORTH 59°38'25" WEST, A DISTANCE OF 93.33 FEET TO A POINT; THENCE 164.92 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 287.74 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 43°13'13" WEST, 162.67 FEET TO A POINT; THENCE NORTH 26°48'00" WEST, A DISTANCE OF 58.45 FEET TO A POINT; THENCE 231.68 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 643.29 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 37°07'04" WEST, 230.43 FEET TO A POINT; THENCE NORTH 47°26'07" WEST, A DISTANCE OF 91.83 FEET TO A POINT; THENCE 196.29 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2089.75 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 44°44'40" WEST, 196.22 FEET TO A POINT; THENCE NORTH 42°03'13" WEST, DISTANCE OF 143.62 FEET TO A POINT; THENCE 254.29 FEET ALONG THE

ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 826.39 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 50°52'08" WEST, 253.29 FEET TO A POINT; THENCE NORTH 59°41'03" WEST, A DISTANCE OF 329.16 FEET TO AN IRON PIN SET (1/2" REBAR WITH A YELLOW PLASTIC CAP STAMPED "ROCHESTER LSF000484"); THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG THE PROPERTY NOW OR FORMERLY BEING OF CHEATAM CREEK, L.L.L.P. NORTH 30°03'52" EAST, A DISTANCE OF 2862.86 FEET TO AN IRON PIN SET (5/8" REBAR WITH A YELLOW PLASTIC CAP STAMPED "ROCHESTER LSF000484") AT THE APPARENT LAND LOT CORNER COMMON WITH LAND LOTS 1062, 1063, 1098 & 1099, AFOREMENTIONED DISTRICT AND SECTION; THENCE ALONG THE NORTH LINE OF LAND LOT 1099, AFOREMENTIONED DISTRICT AND SECTION AND THE PROPERTY NOW OR FORMERLY OF SAWNEE MOUNTAIN, PHASE 4 NORTH 89°00'03" EAST, A DISTANCE OF 1309.14 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 119.944 ACRES

TOGETHER WITH:

TRACT 4

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 1135, 1136, 1169 & 1170 OF THE 3RD DISTRICT, 1ST SECTION OF FORSYTH COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN PIN SET (5/8" REBAR WITH A YELLOW PLASTIC CAP STAMPED "ROCHESTER LSF000484") AT THE LAND LOT CORNER COMMON WITH LAND LOTS 1168, 1169, 1208 & 1209, AFOREMENTIONED DISTRICT AND SECTION; THENCE ALONG THE WEST LINE OF SAID LAND LOT 1169 AND ALONG THE PROPERTY NOW OR FORMERLY BEING ASHEBROOKE SUBDIVISION, PHASE 5 NORTH 00°26'58" EAST, A DISTANCE OF 773.40 FEET TO AN PIN SET (1/2" REBAR WITH A YELLOW PLASTIC CAP STAMPED "ROCHESTER LSF000484"); THENCE NORTH 00°02'57" WEST, A DISTANCE OF 164.12 FEET TO A POINT; THENCE LEAVING SAID LAND LOT LINE AND ALONG THE PROPERTY NOW OR FORMERLY BELONGING TO CHEATAM CREEK, L.L.L.P. NORTH 37°38'00" EAST, A DISTANCE OF 1179.34 FEET TO AN PIN SET (1/2" REBAR WITH A YELLOW PLASTIC CAP STAMPED "ROCHESTER LSF000484" ON THE SOUTHWESTERN RIGHT-OF-WAY OF CHAMBLEE GAP ROAD (60'R/W); THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING COURSES AND DISTANCES: SOUTH 61°41'48" EAST, A DISTANCE OF 34.30 FEET TO A POINT; THENCE 168.90 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 799.38 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 55°38'37" EAST, 168.59 FEET TO A POINT; THENCE SOUTH 49°35'26" EAST, A DISTANCE OF 175.97 FEET TO A POINT; THENCE 242.92 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1378.92 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 54°38'15" EAST, 242.61 FEET TO A POINT; THENCE SOUTH 59°41'03" EAST, A DISTANCE OF 329.16 FEET TO A POINT; THENCE 235.83 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 766.39 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 50°52'08" EAST, 234.90 FEET TO A POINT; THENCE SOUTH 42°03'13" EAST, A DISTANCE OF 143.62 FEET TO A POINT; THENCE 201.93 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2149.75 FEET AND A CHORD BEARING AND

DISTANCE OF SOUTH 44°44'40" EAST, 201.85 FEET TO A POINT; THENCE SOUTH 47°26'07" EAST, A DISTANCE OF 91.83 FEET TO A POINT; THENCE 210.07 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 583.29 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 37°07'04" EAST, 208.94 FEET TO A POINT; THENCE SOUTH 26°48'00" EAST, A DISTANCE OF 58.45 FEET TO A POINT; THENCE 45.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 347.74 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 30°31'47" EAST, 45.24 FEET TO AN IRON PIN SET (1/2" REBAR WITH A YELLOW PLASTIC CAP STAMPED "ROCHESTER LSF000484"); THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG THE PROPERTIES OF BILLY JOHNSON & JANICE L. JOHNSON AND CINDY L. JOHNSON & JEFFREY L. JOHNSON SOUTH 29°51'36" WEST, A DISTANCE OF 701.01 FEET TO AN AXLE FOUND ON THE SOUTHERN LINE OF LAND LOT 1170; THENCE ALONG SAID LAND LOT LINE AND ALONG THE PROPERTY NOW OR FORMERLY BELONGING TO MARK A. COBB & DOROTHY S. COBB SOUTH 89°45'26" WEST, A DISTANCE OF 452.24 FEET TO A 1" OPEN TOP PIPE FOUND AT THE LAND LOT CORNER COMMON WITH LAND LOTS 1169, 1170, 1207 & 1208, AFOREMENTIONED DISTRICT AND SECTION; THENCE ALONG THE SOUTHERN LINE OF SAID LAND LOT 1169 AND ALONG THE PROPERTY NOW OR FORMERLY BEING ASHEBROOKE SUBDIVISION PHASE VI SOUTH 89°33'14" WEST, A DISTANCE OF 818.45 FEET TO AN IRON PIN SET (1/2" REBAR WITH A YELLOW PLASTIC CAP STAMPED "ROCHESTER LSF000484"); THENCE ALONG THE PROPERTY NOW OR FORMERLY BEING ASHEBROOKE SUBDIVISION PHASE 5 SOUTH 89°28'38" WEST, A DISTANCE OF 555.29 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 64.778 ACRES

LESS AND EXCEPT THE FOLLOWING:

CELL TOWER SITE

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 1063 & 1064 OF THE 3RD DISTRICT, 1ST SECTION OF FORSYTH COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND (5/8" REBAR WITH A YELLOW PLASTIC CAP STAMPED "ROCHESTER LSF000484") AT THE LAND LOT CORNER COMMON WITH LAND LOTS 1062, 1063 1098 & 1099, AFOREMENTIONED DISTRICT AND SECTION; THENCE INTO THE PROPERTY NOW OR FORMERLY BELONGING TO CHEATAM CREEK, L.L.P. NORTH 79°46'51" WEST, A DISTANCE OF 1514.91 FEET TO AN IRON PIN SET (1/2" REBAR WITH A YELLOW PLASTIC CAP STAMPED "ROCHESTER LSF000484") AND THE TRUE POINT OF BEGINNING; THENCE 33.73 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 78°39'51" WEST 33.09 FEET TO AN IRON PIN SET (1/2" REBAR WITH A YELLOW PLASTIC CAP STAMPED "ROCHESTER LSF000484"); THENCE NORTH 21°45'42" WEST, A DISTANCE OF 43.02 FEET TO AN IRON PIN SET (1/2" REBAR WITH A YELLOW PLASTIC CAP STAMPED "ROCHESTER LSF000484"); THENCE ALONG THE PROPERTY NOW OR FORMERLY

BELONGING TO CATHERINE M. AMOS AND RALPH J, AMOS SOUTH 68°14'18" WEST, A DISTANCE OF 40.00 FEET TO AN IRON PIN SET (1/2" REBAR WITH A YELLOW PLASTIC CAP STAMPED "ROCHESTER LSF000484"); THENCE INTO THE PROPERTY NOW OR FORMERLY BELONGING TO CHEATAM CREEK, L.L.P. SOUTH 21°45'42" EAST, A DISTANCE OF 57.47 FEET TO AN IRON PIN SET (1/2" REBAR WITH A YELLOW PLASTIC CAP STAMPED "ROCHESTER LSF000484"); THENCE SOUTH 79°26'45" WEST, A DISTANCE OF 17.64 FEET TO A POINT; THENCE 44.97 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 445.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 76°33'02" WEST 44.96 FEET TO AN IRON PIN SET (1/2" REBAR WITH A YELLOW PLASTIC CAP STAMPED "ROCHESTER LSF000484"); THENCE NORTH 16°20'41" WEST, A DISTANCE OF 253.50 FEET TO AN IRON PIN SET (1/2" REBAR WITH A YELLOW PLASTIC CAP STAMPED "ROCHESTER LSF000484"); THENCE NORTH 73°44'24" EAST, A DISTANCE OF 185.62 FEET TO AN IRON PIN SET (1/2" REBAR WITH A YELLOW PLASTIC CAP STAMPED "ROCHESTER LSF000484"); THENCE SOUTH 16°20'41" EAST, A DISTANCE OF 230.50 TO AN IRON PIN SET (1/2" REBAR WITH A YELLOW PLASTIC CAP STAMPED "ROCHESTER LSF000484"); THENCE SOUTH 61°07'20" WEST, A DISTANCE OF 53.00 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 1.000 ACRES.

EXHIBIT "B"

Additional Property Which May Unilaterally
Be Submitted To This Declaration by Declarant

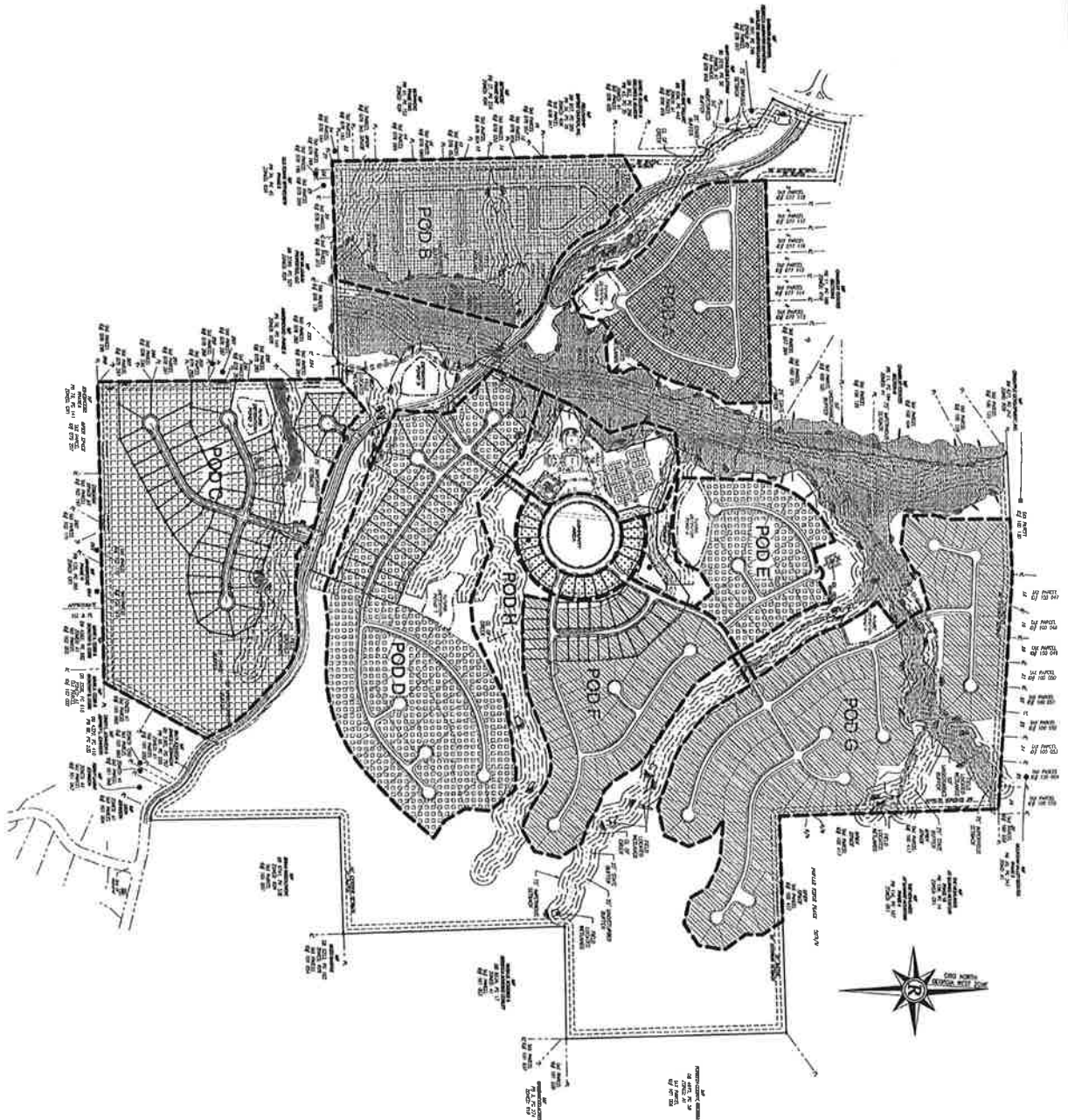
All that tract or parcel of land lying and being in Land Lots 1136, 1137, 1169 and 1170 of the 3rd District, 1st Section, Forsyth County, Georgia.

EXHIBIT "C"
Neighborhood Designations

POD A	-	StableGate at Mountain Crest
POD B	-	Bridlewood at Mountain Crest
POD C	-	Martingale at Mountain Crest
PODS D, E, F, G and H	-	Mountain Crest

EXHIBIT "C-1"

NORTH FORTH COUNTY ASSOCIATE 24 HOURS BEFORE THE BEGINNING PHASE OF CONSTRUCTION. (770) 281-7151



- POD B - 1/2 Acre Residential
- POD C - 1/4 Acre Residential
- POD D - 1/8 Acre Residential
- POD E - 1/4 Acre Residential
- POD F - 1/8 Acre Residential
- POD G - 1/4 Acre Residential
- POD H - 1/8 Acre Residential
- POD I - 1/4 Acre Residential
- POD J - 1/8 Acre Residential
- POD K - 1/4 Acre Residential
- POD L - 1/8 Acre Residential
- POD M - 1/4 Acre Residential
- POD N - 1/8 Acre Residential
- POD O - 1/4 Acre Residential
- POD P - 1/8 Acre Residential
- POD Q - 1/4 Acre Residential
- POD R - 1/8 Acre Residential
- POD S - 1/4 Acre Residential
- POD T - 1/8 Acre Residential
- POD U - 1/4 Acre Residential
- POD V - 1/8 Acre Residential
- POD W - 1/4 Acre Residential
- POD X - 1/8 Acre Residential
- POD Y - 1/4 Acre Residential
- POD Z - 1/8 Acre Residential

ZONING POD DESIGNATIONS

[Hatched Pattern]	POD A - 1/2 Acre Residential
[Hatched Pattern]	POD B - 1/4 Acre Residential
[Hatched Pattern]	POD C - 1/8 Acre Residential
[Hatched Pattern]	POD D - 1/4 Acre Residential
[Hatched Pattern]	POD E - 1/8 Acre Residential
[Hatched Pattern]	POD F - 1/4 Acre Residential
[Hatched Pattern]	POD G - 1/8 Acre Residential
[Hatched Pattern]	POD H - 1/4 Acre Residential
[Hatched Pattern]	POD I - 1/8 Acre Residential
[Hatched Pattern]	POD J - 1/4 Acre Residential
[Hatched Pattern]	POD K - 1/8 Acre Residential
[Hatched Pattern]	POD L - 1/4 Acre Residential
[Hatched Pattern]	POD M - 1/8 Acre Residential
[Hatched Pattern]	POD N - 1/4 Acre Residential
[Hatched Pattern]	POD O - 1/8 Acre Residential
[Hatched Pattern]	POD P - 1/4 Acre Residential
[Hatched Pattern]	POD Q - 1/8 Acre Residential
[Hatched Pattern]	POD R - 1/4 Acre Residential
[Hatched Pattern]	POD S - 1/8 Acre Residential
[Hatched Pattern]	POD T - 1/4 Acre Residential
[Hatched Pattern]	POD U - 1/8 Acre Residential
[Hatched Pattern]	POD V - 1/4 Acre Residential
[Hatched Pattern]	POD W - 1/8 Acre Residential
[Hatched Pattern]	POD X - 1/4 Acre Residential
[Hatched Pattern]	POD Y - 1/8 Acre Residential
[Hatched Pattern]	POD Z - 1/4 Acre Residential
[Dashed Line]	PHASE LINE

ZONING POD DESIGNATIONS

POD A - 1/2 Acre Residential

POD B - 1/4 Acre Residential

POD C - 1/8 Acre Residential

POD D - 1/4 Acre Residential

POD E - 1/8 Acre Residential

POD F - 1/4 Acre Residential

POD G - 1/8 Acre Residential

POD H - 1/4 Acre Residential

POD I - 1/8 Acre Residential

POD J - 1/4 Acre Residential

POD K - 1/8 Acre Residential

POD L - 1/4 Acre Residential

POD M - 1/8 Acre Residential

POD N - 1/4 Acre Residential

POD O - 1/8 Acre Residential

POD P - 1/4 Acre Residential

POD Q - 1/8 Acre Residential

POD R - 1/4 Acre Residential

POD S - 1/8 Acre Residential

POD T - 1/4 Acre Residential

POD U - 1/8 Acre Residential

POD V - 1/4 Acre Residential

POD W - 1/8 Acre Residential

POD X - 1/4 Acre Residential

POD Y - 1/8 Acre Residential

POD Z - 1/4 Acre Residential

SHEET 6 OF 59
DATE: 05/04/13
SCALE: 1" = 300'
JOB NO.: 130313.0000
FILE NO.: 130313.0000
DRAWN BY: GJC



ANY CHANGES OR ALTERATIONS MADE TO THIS CONSTRUCTION DOCUMENTATION SHALL BE THE SOLE RESPONSIBILITY OF THE CLIENT AND THE ARCHITECT. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION AND DATA PROVIDED TO THE ARCHITECT AND FOR THE VERIFICATION OF ANY CHANGES.

GRAPHIC SCALE
150' 0" 300' 0" 600' 0"

NO.	DATE	DESCRIPTION

LOT TYPE PLAN
MOUNTAIN CREST PHASE 3
LOCATED IN
LAND LOTS 1126, 1127, 1169 & 1170
3rd DISTRICT, 1st SECTION
FORTH COUNTY, GEORGIA

Rochester & Associates, Inc.
425 Oak Street N.W. • Gainesville, Georgia 30501
(770) 718.0600 (770) 718.9090 Fax • www.rochester-assoc.com

EXHIBIT "D"

BYLAWS
OF
MOUNTAIN CREST COMMUNITY ASSOCIATION, INC.

Prepared By:
Rachel E. Conrad
Dorough & Dorough, LLC
Attorneys at Law
160 Clairemont Avenue, Suite 650
Decatur, Georgia 30030
(404) 687-9977

BYLAWS
OF
MOUNTAIN CREST COMMUNITY ASSOCIATION, INC.

- TABLE OF CONTENTS -

	<u>Page Number</u>
ARTICLE 1 <u>NAME, MEMBERSHIP, APPLICABILITY AND DEFINITIONS</u>	1
1.1 <u>NAME</u>	1
1.2 <u>MEMBERSHIP</u>	1
1.3 <u>DEFINITIONS</u>	1
ARTICLE 2 <u>ASSOCIATION: MEETINGS, QUORUM, VOTING, PROXIES</u>	1
2.1 <u>PLACE OF MEETINGS</u>	1
2.2 <u>ANNUAL MEETINGS</u>	1
2.3 <u>SPECIAL MEETINGS</u>	1
2.4 <u>RECORD DATE</u>	2
2.5 <u>NOTICE OF MEETINGS</u>	2
2.6 <u>WAIVER OF NOTICE</u>	2
2.7 <u>ADJOURNMENT OF MEETINGS</u>	2
2.8 <u>MEMBERSHIP LIST</u>	2
2.9 <u>VOTING</u>	3
2.10 <u>PROXIES</u>	3
2.11 <u>QUORUM</u>	3
2.12 <u>ACTION BY WRITTEN CONSENT</u>	3
2.13 <u>ACTION BY WRITTEN BALLOT</u>	4
ARTICLE 3 <u>BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS</u>	4
3.1 <u>GOVERNING BODY; COMPOSITION</u>	4
3.2 <u>DIRECTORS APPOINTED BY DECLARANT</u>	4
3.3 <u>NUMBER OF DIRECTORS</u>	5
3.5 <u>REGULAR MEETINGS</u>	5
3.6 <u>SPECIAL MEETINGS</u>	5
3.7 <u>WAIVER OF NOTICE</u>	5
3.8 <u>QUORUM OF BOARD OF DIRECTORS</u>	5
3.9 <u>COMPENSATION</u>	6
3.10 <u>OPEN MEETINGS</u>	6
3.11 <u>EXECUTIVE SESSION</u>	6
3.12 <u>ACTION WITHOUT A FORMAL MEETING</u>	6
3.13 <u>TELEPHONIC PARTICIPATION</u>	6
3.14 <u>POWERS</u>	6
3.15 <u>MANAGEMENT AGENT</u>	7
3.16 <u>BORROWING</u>	7
3.17 <u>FINING PROCEDURE</u>	8

ARTICLE 4	<u>OFFICERS</u>	8
4.1	<u>OFFICERS</u>	8
4.2	<u>ELECTION, TERM OF OFFICE, AND VACANCIES</u>	8
4.3	<u>ADDITIONAL OFFICERS AND AGENTS</u>	9
4.4	<u>SALARIES</u>	9
4.5	<u>REMOVAL</u>	9
4.6	<u>PRESIDENT</u>	9
4.7	<u>SECRETARY</u>	9
4.8	<u>TREASURER</u>	9
4.9	<u>RESIGNATION</u>	10
ARTICLE 5	<u>COMMITTEES</u>	10
ARTICLE 6	<u>MISCELLANEOUS</u>	10
6.1	<u>FISCAL YEAR</u>	10
6.2	<u>PARLIAMENTARY RULES</u>	10
6.3	<u>CONFLICTS</u>	10
6.4	<u>AMENDMENT</u>	10
6.5	<u>ELECTRONIC RECORDS, SIGNATURES AND DOCUMENTS</u>	11

BYLAWS
OF
MOUNTAIN CREST COMMUNITY ASSOCIATION, INC.

Article 1
Name, membership, Applicability and Definitions

1.1. Name. The name of the corporation shall be Mountain Crest Community Association, Inc. (hereinafter sometimes referred to as the "Association").

1.2. Membership. The Association shall have one class of membership, as is more fully set forth in that certain Master Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mountain Crest Residential Community (such Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), the terms of which pertaining to membership are specifically incorporated by reference herein.

1.3. Definitions. The words used in these Bylaws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit or the meaning set forth in the Georgia Nonprofit Corporation Code, O.C.G.A. Section 14-3-101, *et seq.* ("Nonprofit Code")." Statutory references shall be construed as meaning the referenced statute or portion thereof as the same may exist from time to time.

Article 2
Association: Meetings, Quorum, Voting, Proxies

2.1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members or Voting Delegates as may be designated by the Board of Directors, either in Mountain Crest or as convenient thereto as possible and practical.

2.2. Annual Meetings. There shall be an annual meeting of the members at such date, place and time as the Board of Directors shall determine to receive the reports of the outgoing Board of Directors, to install directors for the ensuing year and to transact such other business as may come before the meeting.

2.3. Special Meetings. The President or the Board of Directors may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association upon the delivery of a petition signed and dated by members or Voting Delegates entitled to cast at least twenty-five percent (25%) of the Total Association Vote and describing the purpose or purposes for which it is to be held. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose(s) thereof. No business shall be transacted at a special meeting, except those matters that are within the purpose or purposes described in the notice.

2.4. Record Date. The Board of Directors shall fix in advance a record date for a determination of members and/or Voting Delegates entitled to notice of and to vote at any meeting of the members or any adjournment thereof, or to make a determination of members for any other purpose, such date to be not more than seventy (70) days before the date on which the particular action requiring such determination of members and/or Voting Delegates is to be taken.

2.5. Notice of Meetings. It shall be the duty of the Secretary or such other agent as the Association may designate to mail or to cause to be delivered to each member or Voting Delegate (as shown in the records of the Association as of the record date) a written notice of each annual or special meeting of the Association stating the date, time and place where it is to be held and, if and to the extent required by the Nonprofit Code or other applicable law (the "Governing Law"), the purpose(s) thereof. Such notice shall be delivered personally or sent by United States mail, postage prepaid, statutory overnight delivery, or sent by electronic transmission in accordance with the Nonprofit Code to all members and/or Voting Delegates of record at the address shown in the Association's current records. If an Owner wishes notice to be given at an address other than the Lot, the Owner shall designate by notice in writing to the Secretary such other address. Notices shall be mailed or delivered not less than ten (10) days (or if notice is mailed by other than first-class or registered mail, thirty (30) days) nor more than sixty (60) days in advance of any annual, regularly scheduled or special meeting. If any meeting of the members is adjourned to a different date, time or place, notice need not be given of the new date, time or place, if the new date, time or place is announced at the meeting before adjournment. If, however, a new record date is or must be fixed under the Governing Law, notice of the adjourned meeting shall be given to persons who are members or Voting Delegates of record as of the new record date.

2.6. Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member or Voting Delegate may, in writing or by electronic transmission signed by the member or Voting Delegate entitled to notice and delivered to the Association for inclusion in the minutes for filing with the Association's records, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member or Voting Delegate, whether in person or by proxy, shall be deemed waiver by such member or Voting Delegate of lack of notice or defective notice, unless such member or Voting Delegate specifically objects to lack of proper notice at the time the meeting is called to order.

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

2.8. Membership List. After the record date for any meeting is established by the Board of Directors, the Secretary shall prepare an alphabetical list of the names and addresses of all of the members and Voting Delegates who are entitled to notice of the meeting. Beginning at

least two (2) business days after notice is given of the meeting for which the list was prepared, the list of members and Voting Delegates shall be available for inspection by any member or a member's agent or attorney: (1) on a reasonably accessible electronic network, provided that the information required to gain access to such list is included with the notice of the meeting or upon request; or (2) during ordinary business hours at the Association's principal office or at such other reasonable place as may be specified in the notice in the city where the meeting will be held. In the event that the Association makes the list available on an electronic network, the Association may take reasonable steps to ensure that such information is available only to members of the Association. In addition, the list shall be available for inspection at the meeting or any adjournment thereof.

2.9. Voting. The voting rights of the members shall be as set forth in the Articles of Incorporation and the Declaration, and such voting rights are specifically incorporated herein.

2.10. Proxies. At all membership meetings, Voting Delegates or members, may vote in person or by proxy. All proxy appointment forms shall be in writing, signed either personally or by an electronic transmission, dated, and filed with the Secretary before the appointed time of each meeting. Proxies may be delivered to the Board of Directors by personal delivery, U.S. mail or electronic transmission to the Secretary or other officer or agent authorized to tabulate votes. An electronic transmission must contain or be accompanied by information acceptable to the Board from which it can be determined that the Voting Delegate, member, the member's agent, or the member's attorney-in-fact, as the case may be, authorized the electronic transmission. Every proxy shall be revocable and shall automatically cease upon: (a) receipt of notice by the Secretary of the death or judicially declared incompetence of a member or Voting Delegate; (b) receipt by the Secretary or other officer or agent authorized to tabulate votes of written revocation signed by the member or Voting Delegate; (c) receipt by the Secretary or other officer or agent authorized to tabulate votes of a subsequent appointment form signed by the member or Voting Delegate; (d) attendance by the member or Voting Delegate and voting in person at any meeting; or (e) the expiration of eleven (11) months from the date of the proxy appointment form.

2.11. Quorum. The presence, in person or by proxy, of members or Voting Delegates entitled to cast at least twenty-five percent (25%) of the votes entitled to be cast at the meeting shall constitute a quorum at all meetings of the Association. The members or Voting Delegates present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

2.12. Action by Written Consent. Any action required or permitted to be approved by the members or Voting Delegates may be approved without a meeting if one (1) or more consents, in writing or by electronic transmission, setting forth the action so taken, shall be signed, either personally or by an electronic transmission, and dated by Voting Delegates or members (including the Declarant, if the consent of the Declarant is required) holding the voting power required to pass such action at a meeting held on the record date for such action. The record date for such action shall be the date that the first member or Voting Delegate signs a consent. Such action shall be approved when the Secretary receives a sufficient number of such

consents dated within seventy (70) days of the record date for such action. If less than unanimous consent is obtained, the approval shall be effective ten (10) days after the Secretary gives written notice of the approval to all members or Voting Delegates who did not sign a consent. Each consent in writing or by electronic transmission shall be included in the minutes of meetings of members filed in the permanent records of the Association. No consent in writing or by electronic transmission shall be valid unless: (1) the consenting Voting Delegate or member has been furnished the same material that, pursuant to the Nonprofit Code, would have been required to be sent to members in a notice of a meeting at which the proposed action would have been submitted to the members for action; or (2) the written consent contains an express waiver of the right to receive the material otherwise required to be furnished.

2.13. Action By Written Ballot. Any action that may be taken at any annual, regular or special meeting of members may be taken without a meeting if approved by ballot in writing or by electronic transmission as provided herein. The Association shall deliver a ballot in writing or by electronic transmission to each member or Voting Delegate entitled to vote on the matter. The ballot in writing or by electronic transmission shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. All solicitations for votes by ballot in writing or electronic transmission shall: (a) indicate the number of responses needed to meet the quorum requirements; (b) state the percentage of approvals necessary to approve each matter other than election of directors; and (c) specify the time by which a ballot must be received by the Association in order to be counted. A timely ballot in writing or by electronic transmission received by the Association may not be revoked. Approval by ballot in writing or by electronic transmission of an action shall only be valid when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting held to authorize such action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. The results of each action by ballot shall be certified by the Secretary and shall be included in the minutes of meetings of members filed in the permanent records of the Association.

Article 3

Board of Directors: Number, Powers, Meetings

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

3.2. Directors Appointed by Declarant. Declarant shall have the right to appoint or remove any director or directors of the Board of Directors or any officer or officers of the Association until such time as the first of the following events shall occur: (a) the date on which the Declarant no longer owns any property primarily for development and/or sale in Mountain Crest or subject to annexation to Mountain Crest; or (b) the surrender by Declarant in writing of the authority to appoint and remove directors and officers of the Association by written document recorded in the Forsyth County, Georgia land records. Each Owner, by acceptance of a deed to or other conveyance of property within Mountain Crest, vests in Declarant such authority to appoint and remove directors and officers of the Association. The directors selected by the Declarant need not be Owners or Occupants in Mountain Crest.

3.3. Number of Directors. During the period that the Declarant has the right to appoint and remove the officers and directors of the Association as provided above, the Board of Directors shall consist of from one to three directors as determined by Declarant in writing from time to time. Thereafter, the Board shall consist of five (5) directors, with one director from each Neighborhood; provided, however, the Mountain Crest Neighborhood (PODS D, E, F and G, as shown on Exhibit "C-1" to the Declaration), shall have two representatives on the Board. The president of each Neighborhood Association shall serve as the ex officio director for such Neighborhood and in the case of the Mountain Crest Neighborhood, the president and secretary of such Neighborhood Association shall serve as the ex officio directors representing such Neighborhood.

3.4. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as determined from time to time by the Board, provided that after the right of Declarant to appoint the directors terminates, at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the regular schedule shall constitute sufficient notice of such meetings.

3.5. Special Meetings. Special meetings of the Board of Directors shall be held when requested by the President, Vice President or by any two directors. The notice shall specify the date, time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery (including commercial delivery service) to such director's home or office; (b) written notice by first class mail, postage prepaid; (c) by telephone communication (including facsimile), either directly to the director or to the director's home or office; or (d) issued electronically in accordance with the Nonprofit Code, if the director has consented in writing to such method of delivery and has provided the Board with an address regarding the same. All such notices shall be given or sent to the director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited with the U.S. Postal Service at least four (4) days before the day of the meeting. Notices given by personal delivery, electronic transmission or telephone shall be given at least two (2) days before the day of the meeting.

3.6. Waiver of Notice. The business transacted at any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes either in writing or by electronic transmission which is included in the minutes or filed with the official records of the Association. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.7. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors.

3.8. Compensation. No director shall receive any compensation from the Association for acting as such.

3.9. Open Meetings. All meetings of the Board shall be open to all members, but members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board.

3.10. Executive Session. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

3.11. Action Without A Formal Meeting. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if one or more consents, in writing or by electronic transmission, setting forth the action so taken, shall be signed by a majority of the directors and delivered to the Association for inclusion in the minutes for filing in the corporate records. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

3.12. Telephonic Participation. One (1) or more directors may participate in and vote during any meeting of the Board by telephone conference call or any other means of communication by which all directors participating may simultaneously hear each other during the meeting. Any such meeting at which a quorum participates shall constitute a meeting of the Board.

3.13. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by law, the Declaration, Articles, or these Bylaws directed to be done and exercised by the members. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

- (a) preparing and adopting an annual budget in which there shall be established the contribution of each member to the common expenses;
- (b) making assessments to defray the common expenses and establishing the means and methods of collecting such assessments;
- (c) providing for the operation, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association;
- (d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such

personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;

(f) making and amending rules and regulations;

(g) opening bank accounts on behalf of the Association and designating the signatories required;

(h) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the members concerning the Association, which enforcement power shall include, without limitation, the power to levy fines as provided herein and in the Declaration in such amounts as from time to time the Board may deem proper in the circumstances, counting each day a violation continues after notice from the Board as a separate violation;

(i) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(j) keeping books with detailed accounts of the receipts and expenditures of the Association and the actions thereof, and specifying the maintenance and repair expenses and any other expenses incurred; and

(k) authorizing contracts on behalf of the Association.

3.14. Management Agent. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Declarant or an affiliate of the Declarant may be employed as managing agent or manager. The term of any management agreement shall not exceed one (1) year and shall be subject to termination by either party, without cause and without penalty, upon not more than ninety (90) days' written notice.

3.15. Borrowing. The Board of Directors shall have the power to borrow money without the approval of the members of the Association; provided, however, except as otherwise provided in the Declaration, the Board shall obtain membership approval in the same manner as for special assessments, in the event that the total amount of such borrowing exceeds or would exceed the amount of the annual budget.

3.16. Finning. A fine shall not be imposed (a late charge shall not constitute a fine) unless and until the following procedure is followed:

(a) Written notice shall be delivered to the member by first-class or certified mail sent to the address of the member shown on the Association's records, specifying:

(1) the nature of the violation, the fine to be imposed and the date, not less than ten (10) days or, in the event of an unapproved sign, twenty-four (24) hours, from the date of the notice, that the fine will take effect;

(2) that the violator may, within ten (10) days or, in the event of an unapproved sign, twenty-four (24) hours, from the date of the notice, request a hearing in writing regarding the fine imposed;

(3) the name and address of a person to contact to challenge the fine;

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

(5) that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days or, in the event of an unapproved sign, twenty-four (24) hours, of the date of the notice.

(b) If a hearing is requested, it shall be held before the Board in executive session, and the violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. No fine shall be imposed prior to the date that is ten (10) days or, in the event of an unapproved sign, twenty-four (24) hours, after the date of the hearing, as applicable.

(c) 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 violation recurs, the Board may, upon notice stating the nature of the violation and delivered to the member by first class or certified mail sent to the address of the member shown on the Association's records, impose a fine.

Article 4 Officers

4.1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. During the time that the Declarant has the right to appoint the officers and directors of the Association as provided in these Bylaws, all offices may be held by the same Person. Thereafter, any two or more offices may be held by the same Person, excepting the offices of President and Secretary. The officers shall also be directors.

4.2. Election, Term of Office, and Vacancies. Except during the period in which the Declarant has the right to appoint the officers of the Association, the officers of the Association

shall be appointed annually by the Board of Directors at the first meeting of the Board of Directors following the election of directors. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

4.3. Additional Officers and Agents. The Board of Directors may appoint such other officers, including vice presidents, assistant secretaries and assistant treasurers, and agents as it shall deem necessary. Such officers and agents shall hold their respective offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

4.4. Salaries. The officers shall receive no compensation.

4.5. Removal. Except for officers appointed by the Declarant, any officer may be removed, with or without cause, by the Board of Directors.

4.6. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and directors. The immediate supervision of the affairs of the Association shall be vested in the President. It shall be the President's duty to attend to the business of the Association and maintain strict supervision over all of its affairs and interests. The President shall keep the Board of Directors fully advised about the affairs and conditions of the Association, and shall manage and operate the business of the Association pursuant to and in accordance with such policies as may be prescribed from time to time by the Board of Directors.

4.7. Secretary. The Secretary shall keep the minutes of all meetings of the members and of the Board of Directors; notify the members, Voting Delegates and directors of meetings as provided by these Bylaws and Georgia law; have custody of the seal of the Association; affix such seal to any instrument requiring the same; attest the signature or certify the incumbency or signature of any officer of the Association; and perform such other duties as the President, or the Board of Directors may prescribe. The Secretary shall perform the duties of the Treasurer of the Association in the absence or disability of the Treasurer.

4.8. Treasurer. The Treasurer shall keep, or cause to be kept, the financial books and records of the Association, and shall faithfully account for the Association's funds, financial assets, and other assets entrusted to the Treasurer's care and custody. The Treasurer shall make such reports as may be necessary to keep the President and the Board of Directors informed at all times as to the financial condition of the Association, and shall perform such other duties as the President, or the Board of Directors may prescribe. The Treasurer shall maintain the money and other assets of the Association in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. The Treasurer may provide for the investment of the money and other assets of the Association consistent with the needs of the Association to disburse such money and assets in the course of the Association's business. The Treasurer shall perform the duties of the President or Secretary of the Association in the absence or disability of the President or Secretary, respectively.

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

Article 5
Committees

Advisory, standing and architectural review committees to perform such tasks and to serve for such periods as may be designated by the Board or as provided in the Declaration are hereby authorized. Each such committee shall be composed and shall operate in accordance with the terms of the Declaration or resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors. An advisory, standing or architectural review committee shall not be authorized to exercise any authority of the Board under the Articles of Incorporation, the Declaration, these Bylaws or the Nonprofit Code except as expressly provided therein.

Article 6
Miscellaneous

6.1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by resolution of the Board.

6.2. Parliamentary Rules. *Roberts Rules of Order* (current edition) shall govern the conduct of all Association proceedings, when not in conflict with Georgia law, the Articles of Incorporation, the Declaration or these Bylaws.

6.3. Conflicts. If there are conflicts or inconsistencies between the provisions of Georgia law, the Articles of Incorporation, the Declaration and these Bylaws, the provisions of Georgia law, the Declaration, the Articles of Incorporation and the Bylaws (in that order) shall prevail.

6.4. Amendment.

(a) By the Declarant. The Declarant may unilaterally amend these Bylaws for any purpose; provided, however, any such amendment shall not: (a) materially adversely affect the substantive rights or obligations of any Owner; or (b) adversely affect the rights of the holder of any security interest without the written consent of such holder.

(b) By the Board of Directors. These Bylaws may be amended by the Board of Directors with the consent of the Declarant if such amendment is necessary to: (a) bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) enable any title insurance company to issue title insurance coverage with respect to the Lots subject to the Declaration; (c) enable an institutional or governmental lender or purchaser of mortgage loans, including, without limitation, the Federal National Mortgage Association or Federal Home Loan Mortgage

Corporation, to make or purchase Mortgage loans on Lots; or (d) enable any governmental agency or private insurance company to insure or guarantee Mortgage loans on Lots.

(c) By the members. In addition, these Bylaws may be amended upon the affirmative vote or written consent or any combination of affirmative vote or written consent of Voting Delegates representing at least two-thirds (2/3) of the Total Association Vote and the Declarant.

6.5. Electronic Records, Signatures and Documents. To the extent permitted by the Uniform Electronic Transaction Act, O.C.G.A. § 10-12-1, *et seq.*, the Nonprofit Code, the Declaration and these Bylaws, the Association and its members, officers, directors, Owners and Occupants may perform any obligation or exercise any right by use of electronic means providing sufficient security, reliability, identification and verifiability, which electronic means have been approved by the Board of Directors in its sole discretion.

P:\Clients\3436\Georgia\Mashburn Tract (Mountain Crest)\HOA (Mountain Crest)\Master\Master Bylaws.Mountain Crest.doc