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CROSS REFERENCE WITH INSTRUMENT  
RECORDED IN DEED BOOK 3318 AT PAGE 137  
ATHENS-CLARKE COUNTY, GEORGIA  
RECORDS AS AMENDED

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE OAK GROVE ATHENS HOME OWNERS ASSOCIATION**

This Declaration of Covenants, conditions and Restrictions for the **Single Family Detached Homes of Oak Grove** ("Supplemental Declaration"), is made as of May 11, 2007 by **New Oak Grove Realty Partners, LLC**, a Georgia limited liability company (hereinafter referred to as "Declarant");

**WITNESSETH:**

Declarant is the owner of that certain tract or parcel of property described on Exhibit "A", attached hereto and incorporated herein by this reference. Such tract or parcel of property is herein referred to as the "SFH" and is more particularly depicted on that certain plat recorded in Plat Book G, at pages 64G, 64H, 65A, and 65B, Athens-Clarke County, Georgia records.

The Homes are subject to that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Oak Grove neighborhood recorded in Deed book 3318 at page 137, Athens-Clarke, Georgia records, as supplemented and amended ("Master Declaration"). By recordation of this Supplemental Declaration, Declarant intends and desires to submit the Homes to the terms of this Supplemental Declaration.

NOW, THEREFORE, Declarant hereby declares that the Homes are hereby subjected to the Supplemental Declaration, including but not limited to all terms, provisions, covenants, restrictions, easements and conditions hereof.

This Supplemental Declaration, including all easements, restrictions, covenants, and conditions (and the Master Declaration, including but not limited to all easements, restrictions and conditions contained therein) shall run with the real property referred to herein as the Homes, which is hereby submitted to this Supplemental Declaration and shall be binding on all parties having any right, title or interest in the described or any parts thereof, their heirs,



successors, successors in title, an assigns and shall inure to the benefit of each owner thereof and of each owner within the Oak Grove Community. The terms hereof shall be supplemental to the terms of the Master Declaration.

This document does not and is not intended to create a condominium within the meaning of O.C.G.A. § 44-3-70, et seq. or a property owners' development within the meaning of O.C.G.A. § 44-3-220, et seq.



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**ARTICLE 1 – DEFINITIONS**

1.1 “Articles of Incorporation” or “Articles”: shall mean the Articles of Incorporation of the Oak Grove Athens Homeowners Association, Inc., as filed and amended from time to time with the Secretary of State of the State of Georgia.

1.2 “Association”: The Oak Grove Athens Home Owners Association, Inc., a Georgia nonprofit corporation, its successors and assigns established to govern the ownership and maintenance of Oak Grove and the enforcement of the provisions of this Declaration.

1.3 “Board of Directors” or “Board”: The body responsible for administration of the Association, selected as provided in the By-Laws and serving as the board of directors under Georgia corporate law.

1.4 “Declarant”: New Oak Grove Realty Partners, LLC, a Georgia limited liability company, the owner of the Properties submitted hereto, together with any successor in title who comes to stand in the relation to the community as his predecessor. Notwithstanding the foregoing, the phrase “Owner” as referred to in this definition shall not include in its capacity as such any Mortgagee except for such Mortgagee who acquires said Declarant’s entire interest with respect to the Properties and the Additional Property at the time of such acquisition pursuant to Foreclosure of a Mortgage encumbering said Declarant’s interest in the Properties and the Additional Property and who then expressly assumes the position of Declarant.

1.5 “Good Standing”: an Owner is considered in Good Standing when any and all assessments due and payable have been paid in full for a period of at least twelve (12) months or, if the Owner has been an Owner for less than twelve (12) months, the period of ownership

1.6 “Governing Documents”: The Declaration, By-Laws, Articles of Incorporation, all Supplemental Declarations, Design Guidelines, the rules of the Association, all Cost Sharing Agreements, and all additional covenants governing any portion of the Properties or any of the above, as each may be amended from time to time.

1.7 “Master Association” shall mean and refer to the Oak Grove Assembly Homeowner’s Association Inc., a Georgia nonprofit corporation and its successors and assigns

1.8 “Master Association Assessments”: shall mean assessments for Common Expenses levied by the Master Association. Such Master Association Assessments shall be collected from the Owners by the Association and paid to the Master Association; provided, however, the Master Association may determine from time to time that it shall collect such Master Association Assessments directly from the respective Owners.

1.9 “Master Declaration”: shall mean that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions of Oak Grove Assembly Homeowner’s Association dated \_\_\_\_\_, 20\_\_ and recorded in Book \_\_\_\_\_ at Page \_\_\_\_\_ of the real property records of Athens-Clarke County, Georgia.

1.10 “Member”: Shall mean and refer to a person or entity entitled to membership in the Association as provided herein.

1.11 “Mortgage”: A mortgage, a deed of trust, a deed to secure debt, or any other form of security.

1.12 “Mortgagee”: A beneficiary or holder of a Mortgage.

1.13 “Oak Grove” or “Oak Grove Community” shall mean the property submitted to the terms of the Master Declaration.

1.14 “Owner”: One (1) or more Persons who hold the record title to any Home, including the Declarant, but excluding in all cases any party holding an interest merely as



security for the performance of an obligation. If a Home is owned by more than one (1) Person, all such Persons shall be jointly and severally obligated to perform the responsibilities of such Owner.

1.15 "Parcel": Shall mean and refer to designated subdivisions of Property subject to this Declaration and comprised of one or more Lots. In the absence of a specific designation of separate Parcel status, all property within a Phase shall be considered as part of the same Parcel; provided, however, the Declarant may designate so long as the Declarant owns a Lot by certification recorded in the Public Records that such Property shall constitute a separate Parcel or Parcels and provided, further, a Parcel may include more than one Phase if so designated by Declarant. A Parcel may be smaller or larger or coterminous with any and all Phases. So long as it has the right to subject Additional Property to this Declaration, Declarant may unilaterally amend this Declaration or any Supplemental Declaration to re-designate Parcel boundaries.

1.16 "Person": A natural person, a corporation, a partnership, a limited liability company, a fiduciary acting on behalf of another person or any other legal entity.

1.17 "Residential Unit": Shall mean and refer to any portion of the Properties intended for use and occupancy as a residence or accommodation by a single household and shall, unless otherwise specified, include within its meaning by way of illustration and not limitation, single-family detached homes. For purpose of this Declaration, a Residential Unit shall come into existence when substantially complete.

1.18 "Supplemental or Additional Declaration": shall mean this instrument as it may be amended from time to time.

1.19 "SFH": shall mean the Property submitted to the terms of this Supplemental Declaration, which is described on Exhibit "A" attached hereto and incorporated herein by this reference, and shall further refer to such Home Additional Property or part thereof, when and if such is subjected to this Supplemental Declaration.

1.20 "SFH Additional Property": shall mean all that property described in Exhibit "B" attached hereto and any property as may be adjacent to or contiguous with (i) the Exhibit "B" property or (ii) property which is subject to this Supplemental Declaration, which may be added to the SFH in accordance with the terms of this Supplemental Declaration.

1.21 "SFH Assessments": shall mean assessments for the SFH Common Expenses levied by the Association for the purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners within the SFH, such SFH Assessments being assessed pursuant to the terms of this Supplemental Declaration; provided, however, the Master Association may from time to time determine that it shall collect such SFH Assessments directly from the respective SFH Owners.

1.22 "SFH or Local Common Area": All real and personal property, including, without limitation, any recreational facilities, easements, or licenses which the Association owns, leases, or holds possessory or use rights in for the exclusive use, benefit, and enjoyment of the SFH Owners.

1.23 "SFH Common Expenses": shall mean and include the actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all SFH Owners, including any reasonable reserve, as the Board may find necessary and applicable.

1.24 "SFH Lot or Lot": shall mean and refer to any property within the SFH whether improved or unimproved and shown as a numbered parcel of property on the plat of survey of the Homes, less and except, however, the SFH Common Area, which plat is or shall be recorded



in the Athens-Clarke County, Georgia records, as the same may be revised, modified, or amended from time to time.

1.25 "SFH Subdivision Plat": shall mean and refer to the map or plat of the SFH to be recorded in the plat records of Athens-Clarke County, Georgia.

## ARTICLE 2 – RESTRICTIONS

2.1 Architectural and Landscape Control. No Improvements including, without limitation, site preparation on any Lot, change in grade or slope of any Lot, or erection of buildings or exterior additions or alterations to any building, erection of or changes or additions in fences, hedges, walls and other structures, any landscaping, or any cutting of trees on any Lot, shall be commenced, erected or maintained on any Lot, until the Architectural Control Committee gives its approval as set forth in Article 9 of the Master Association Declaration.

### 2.2. Residential Purposes Only.

a) Each Lot shall be used exclusively for single-family, non-transient residential purposes; provided, however, Declarant shall have the right to use the Lots designated from time to time by Declarant for the purpose of construction and operation of construction offices and sales/ marketing offices (and for related uses) for the Project. No trade, business or business activity of any kind shall be conducted upon a Lot or any part thereof except by Declarant as described hereinabove or except with the written approval of the Master Board. Provided, however, the Master Board may permit a business or business activity to be conducted on a Lot so long as such business, in the sole discretion of the Master Board, does not otherwise violate the provisions of this Declaration, does not create a disturbance and does not unduly increase traffic flow or parking congestion on the Property or in the Project. The Master Board may issue rules regarding permitted business activities. Leasing of a residence on a Lot shall not be considered a business or business activity.

b) Except those to be utilized by Declarant as described hereinabove, no structure shall be erected, placed, altered, used or permitted to remain on any Lot other than one attached or detached single-family private Residential Unit and one private garage for not less than two (2) vehicles, and only such accessory structures as are approved in advance in writing by the Architectural Control Committee pursuant to the Architectural and Landscape Guidelines. No Lot and no Improvements may be used for hotel or other transient residential purposes. Each lease relating to any Lot or any Improvements thereon (or any part of either thereof) must be for a term of at least six (6) months, must be in writing, and must provide that the tenant is obligated to observe and perform all of the terms and provisions hereof applicable to such Lot and/or Improvements,

2.3. HVAC Equipment. No air conditioning or heating equipment or apparatus shall be installed on the ground in front of, or attached to any front wall of, any Residential Unit on a Lot. Additionally, air conditioning and heating equipment and apparatus on each Lot shall be screened from view from Roadways.

2.4. Fences and Walls. Fences and walls shall be subject to applicable requirements and limitations in the Architectural and Landscape Guidelines.

2.5. Mail Boxes. Declarant shall provide to each Lot Owner a standard mailbox/ for such Owner's use on such Owner's Lot- No other mailbox or newspaper box shall be erected or maintained on any Lot.

2.6. Animals. No animals, livestock or poultry shall be raised, bred or kept on any portion of the Property except that dogs, cats or other household pets may be kept, but not for

any commercial purposes, provided that they do not create a nuisance (in the judgment of the Master Board) such as, but without limitation, by noise, odor, damage or destruction of property or refuse. The number of household pets kept or maintained outside the Residential Unit on a Lot shall not exceed three (3) in number, except for newborn offspring of such household pets which are all under nine (9) months in age. Dogs shall at all times whenever they are outside of a Residential Unit be on a leash or otherwise confined in a manner acceptable to the Master Board. Animal control authorities shall be permitted to enter the Project and the Property to patrol and remove pets and wild animals. All pets shall be registered, licensed and inoculated as required by law. No fenced dog enclosure or other structure for pets may be constructed or maintained on any Lot unless the same has been approved in writing by the Architectural Control Committee.

2.7. Waste. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. During construction of Improvements on a Lot, all rubbish and debris shall be stored and disposed of in accordance with the rules and regulations established by the Architectural Control Committee.

2.8. No Temporary Structures; Structure Materials. No residence or building of a temporary nature, including a construction trailer, shall be erected or allowed to remain on any Lot, and no metal, fiberglass, plastic or canvas tent, barn, carport, garage, utility building, storage building or other metal, fiberglass, plastic or canvas structure shall be erected on any Lot or attached to any residence. Provided, however, nothing herein shall prohibit Declarant from erecting or moving temporary buildings onto Lots owned by Declarant to be used for storage, or for construction or sales offices.

2.9. Utilities. All utilities and utility connections shall be located underground including but not limited to electrical and telephone cables and wires. Transformers, electric, gas or other meters of any type, or other apparatus shall be located at the rear of the buildings constructed on Lots or, if approved by the Architectural Control Committee in writing, located elsewhere on the Lot provided they are adequately screened as required by the Architectural Control Committee in accordance with the provisions of this Declaration,

2.10. No Clothes Lines. No clothes lines of any description or type, and no outside drying of clothes, shall be allowed on any Lot.

2.11. Sediment Control. Sufficient sediment control measures, including, but not limited to, installation and maintenance of silt fences, straw bale fences, storm water inlet protection and temporary seeding, in accordance with all applicable local, state, and federal regulations and to the extent deemed reasonably necessary by Declarant or the Architectural Control Committee, shall be taken by the Owner or Owner's builder to ensure that all sediment resulting from any land disturbance or construction operation is retained on the Lot in question. All sediment control measures must be maintained until such Lot has been permanently stabilized with respect to soil erosion.

2.12. Combination or Subdivision of Lots. Should the Owner of a Lot own an adjacent Lot (s) and desire that two (2) or more such Lots be considered as one Lot, then such Lots shall be considered as one Lot for the purposes of this Article upon the recordation with the Clerk of the Superior Court of Clarke-Athens County, Georgia, of an instrument by such Owner expressing such intent (such instrument to refer specifically to this section in this Declaration and to identify the Lots to be considered as one Lot for purposes of this Article and a copy of such recorded instrument shall be promptly delivered by such Owner to the Architectural Control Committee); and in each such case, Building Envelopes, setback lines, and easements reserved in this Master Declaration shall be adjusted accordingly by the Architectural Control Committee.



No Lot shall be subdivided by sale, lease or otherwise without the prior written consent of Declarant. Provided, however, Declarant reserves the right to change the size, boundaries or dimensions of any Lot owned by Declarant for any reason. Notwithstanding anything to the contrary contained herein, if two (2) or more such Lots shall be considered as one Lot pursuant to this Section, the Master Association (or its designated third party agent, if applicable) may charge Assessments to the Owner based upon the original number of Lots prior to their combination.

2.13. Power Equipment. The use of motorized lawn mowers, lawn tractors, grass trimmers, garden tillers, chain saws and other motorized (including, but not limited to, electric and gasoline-powered engines) lawn and garden maintenance equipment shall be prohibited before 8:00 a.m. and after 8:00 p.m.

2.14. Hoses, Pipes and Cables. Except for the temporary use of hoses and the like which are reasonably necessary in connection with normal lawn care, no hose, water pipe, sewer pipe, gas pipe, drainage pipe, television cable or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground, unless such installation is expressly approved by the Architectural Control Committee.

2.15. Recreational and Other Equipment. No recreational equipment (including, but not limited to, basketball backboards and hoops, trampolines, swing sets, tree houses, children's climbing or play apparatus and other equipment associated with either adult or juvenile leisure or recreation) shall be attached to the exterior of any Residential Unit or otherwise placed or kept on any Lot, except in accordance with the requirements as set forth in the Architectural and Landscape Guidelines.

2.16. Lawn Furniture and Statues. No lawn furniture or decorative items, such as statuettes or renderings of animate or inanimate objects, shall be maintained in the front or side yards of any Lot unless shielded from view by landscaping, a fence or a wall approved in advance in writing by the Architectural Control Committee.

2.17. Window Coverings. Bedding materials, plastic sheets, towels or other similar nonstandard window treatments shall not be hung or placed in or on any window on any Residential Unit located on any Lot, except on a short-term, temporary basis.

2.18. Restricted Activities in Common Areas. No cutting of vegetation, dumping, digging, tilling, destruction or other waste shall be committed on the Common Areas. There shall be no obstruction of the Common Area, nor shall anything be kept or stored in the Common Areas, nor shall anything be altered, or constructed or planted in, or removed from, the Common Areas, without the prior written consent of the Master Association. Each Owner or Occupant shall be liable to the Master Association and/or Declarant for any damage to any Common Area caused by the negligence or willful misconduct of the Owner or Occupant or his family, tenants, guests, agents, employees, or invitees.

2.19. Signs. No sign of any kind shall be displayed on any Lot or Parcel except for signs provided by Declarant or approved in writing by the Architectural Control Committee.

2.20. Nuisances. It shall be the responsibility of each Owner and Occupant of a Lot or Parcel to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No noxious or offensive activity shall be carried on within any Lot or Parcel, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Project. There shall not be maintained on any Lot or Parcel any plants or animals or device or thing of any sort whose activity or existence in any way

is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Project.

2.21. 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 on any Lot or Parcel, other than in enclosed garages.

2.22. Parking.

- a) No vehicles, trucks, vans, cars, trailers, construction equipment, etc. may be parked overnight on any Roadway within the Property.
- b) No recreational vehicles or related equipment, including any boat, houseboat, trailer, motor home or 'camper' vehicle may be maintained, stored or kept on any portion of the Property except in enclosed garages or in an enclosure specifically approved for such maintenance or storage by the Architectural Control Committee. Garage doors must be kept closed except when such doors or the garage are in use. Vehicles must be parked inside garages except when reasonably impractical.
- c) All vehicles must be parked so as not to impede traffic or damage vegetation.
- d) No construction office trailers may be placed, erected or allowed to remain on any Lots during construction, except as approved in writing by the Architectural Control Committee. Provided, however, nothing herein shall prohibit Declarant from erecting or moving temporary buildings onto Lots owned by Declarant to be used as construction or sales offices. Other construction vehicles (trucks, vans, cars, construction equipment, equipment trailers, etc.) may be left overnight on the Property (including any Lot or Roadway) only in accordance with such rules as may be established by the Architectural Control Committee.

2.23. Governmental Requirements. Nothing herein contained shall be deemed to constitute waiver of any governmental requirements applicable to any Lot and all applicable governmental requirements or restrictions relative to the construction of Improvements on and/or use and utilization of any Lot shall continue to be applicable and shall be complied with in regard to the Lots. Each Owner shall comply with all laws, regulations, ordinances (including, without limitation, applicable zoning ordinances) and other governmental rules and restrictions in regard to the Lot(s), Parcel(s) or other portion of the Property owned by such Owner.

### ARTICLE 3 - MEMBERSHIP AND VOTING RIGHTS

3.1 SFH Association. Every Owner under this Declaration shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment, by the Association. Ownership of such Lots shall be the sole qualification for membership.

3.2 Master Association. All members of the Association, by virtue of their membership in the Association, shall automatically become mandatory members of the Master Association, and shall have all the rights and obligations appurtenant to and associated with membership in such Master Association, all as set forth in the Master Declaration, Master Association bylaws, Master Association Rules and Regulations and Master Association Articles of Incorporation.

3.3 Voting Rights. The Association shall have two classes of voting membership:



Class I: Class I Members shall be all of the Owners with the exception of the Declarant. Class I Members shall be entitled to one vote for each Lot then owned in The SFH. When more than one person owns any Lot, all such persons shall be Members; provided, however, that the vote for such Lot shall be exercised as the several Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. If an Owner of any is not in Good Standing with the Association, said Owner's voting rights and rights of use and enjoyment of the Common Areas are suspended until such time as the Owner is deemed in Good Standing in the sole opinion of the Board.

Class II: The Class II Member shall be the Declarant. The Class II Member shall be entitled to ten (10) votes for each Lot which it then owns in The SFH, provided that the Class II membership shall cease and be converted to Class I membership on the happening of either of the following events, whichever occurs earlier: the date on which Declarant no longer owns any part of the SFH; (b) the date Declarant shall elect, in its sole discretion, that its Class II membership cease and be converted to Class I membership (which election may be made, if at all, upon Declarant giving written notice of the election to the Master Board); or (c) January 1st, 2006. The earliest to occur of (a), (b) or (c) above shall herein be referred to as the "Turnover Date." After the Turnover Date and for so long as Declarant owns any part of the SFH, Declarant shall be a Class I Member.

#### ARTICLE 4 – THE BOARD

4.1. Members of the Board. So long as Declarant owns any Lot, Parcel or other portion of the Property, the members of the Board shall be appointed by Declarant. The number of members of the Board shall be as set forth in the Bylaws. So long as Declarant owns any Lot, Parcel or other portion of the Property, Declarant may remove directors with or without cause and appoint new directors to replace those removed, in Declarant's sole discretion. At such time as Declarant owns no Lot, Parcel or other portion of the Property, then the members of the Board shall thereafter be elected by a vote of the Association Members in accordance with the Bylaws. Notwithstanding the foregoing, Declarant may choose, in its sole discretion, to relinquish its right to appoint, remove and replace the members of the Board prior to the time that it owns no portion of the Property, whereupon the Association Members shall thereafter elect the members of the Board in accordance with the Bylaws. At a minimum, the President of the Board shall also serve on the Board of the Master Association as set forth in the Bylaws. All Board members must be: (1) in Good Standing with the Association, (2) at least 21 years of age and (3) be an Owner within the definition of this Declaration.

4.2. Duties of the Board. The Board, for the mutual benefit of the Association Members and the Owners, shall have the following specific duties;

- a) To maintain or cause to be maintained the SFH Common Areas and Maintenance Areas, including, but not limited to, planting, mowing, pruning, fertilizing, preservation and replacement of the landscaping and the upkeep and maintenance of sidewalks, pathways, trails and other improvements in the SFH Common Areas and Maintenance Areas, and the upkeep and maintenance of associated improvements, including irrigation systems.
- b) To own and maintain or cause to be maintained the Roadways;
- c) To maintain or cause to be maintained swales and medians of the Roadways;



- d) To maintain or cause to be maintained any sidewalks, pathways and trails in the Project;
- e) To make available to each Association Member, upon written request by such Association Member, within ninety (90) days after the end of each year, an annual report of the Association and, upon resolution adopted by the Board or upon the written request of the Association Members holding at least three-fourths (3/4th) of the eligible votes of the Association at such time, to have such report audited (at the expense of the Association) by an independent certified public accountant, which audited report shall be made available to each Association Member, upon written request by such Association Member, within thirty (30) days after completion;
- f) To pay for the cost of electricity for the street lights and irrigation to be located in the Project and the electricity serving the SFH Common Areas, if separately metered, and Maintenance Areas;
- g) To cause to be kept a complete record of all its acts and corporate affairs;
- h) To supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- i) As more fully provided in this Declaration:
  - To fix the amount of the Annual Assessments;
  - To send written notice of the Annual Assessments to each Owner;
- j) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. (A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment);
- k) To procure and maintain adequate liability insurance covering the Association and the directors and officers thereof and adequate hazard insurance on the property owned by the Association;
- l) To approve the rubbish removal service companies to be used and paid for by the Owners of the Lots and Parcels in the Property;

4.3. Powers of the Board. The Board, for the mutual benefit of the Association Members and the Owners, shall have the following specific powers and rights (without limitation of other powers and rights such Board may have):

- a) To enter into agreements with the appropriate governmental authorities to enable the Association to improve and maintain the SFH Common Areas and Maintenance Areas or portions thereof;
- b) To make reasonable rules and regulations for the use and operation of the SFH Common Areas and Maintenance Areas, and to amend them from time to time;
- c) To enter into agreements or contracts with insurance companies with respect to insurance coverage relating to the SFH Common Areas and Maintenance Areas and/or the Association;
- d) To enter into agreements or contracts with utility companies with respect to utility installation, consumption and service matters relating to the SFH Common Areas, Maintenance Areas and/or the Association;
- e) Subject to the affirmative vote of no less than a majority of all votes present, in person or by proxy, at a duly held meeting of the Association Members at which a quorum is present, all in accordance with the Bylaws, to borrow funds to pay costs of



- operation of the Association, which borrowings may be secured by assignment or pledge of rights against delinquent Owners or by liens on other Association assets, if the Association Members see fit; provided, however, until such time as Declarant no longer owns any portion of the Property, the Board may not mortgage any portion of the SFH Common Area without the prior written approval of Declarant;
- f) To enter into contracts, maintain one or more bank accounts, and, generally, to have all the powers necessary or incidental to the operation and management of the Association.
  - g) To sue or defend in any court of law in behalf of the Association;
  - h) To levy assessments in accordance with the provisions herein;
  - i) To adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property of the Association and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency;
  - j) To exercise for the Association all powers, duties and authority vested in or delegated by this Declaration, the Bylaws; or the Articles to the Association and not reserved to the Association Members or Declarant by other provisions of this Declaration, the Bylaws or the Articles;
  - k) To declare the office of a member of the Board to be vacant in the event such member shall be absent, without the consent of the Board, from three (3) consecutive regular meetings of the Board;
  - l) To employ a manager or firm to manage the affairs and property of the Association, to employ independent contractors or such other employees as the Board may deem necessary, and to prescribe their duties and to set their compensation;
  - m) To enter into agreements or contracts with builders regarding the construction of Improvements on Lots located in the Homes.
  - n) To retain the services of legal and accounting firms;
  - o) As more fully provided in this Declaration, to foreclose the lien against any property for which Assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;
  - p) To cause all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate;
  - q) To the extent permitted hereby, to enforce the provisions of this Declaration and any Additional or Supplementary Declaration and any rules made hereunder or thereunder and to enjoin and/or, at its discretion, seek damages or other relief for violation of such provisions or rules and/or by Special Individual Assessments against any Owner for violation of such provisions or rules herein;
  - r) To contract with any third party or any Association Member (including, without limitation, Declarant) for performance, on behalf of the Association, of services which the Association is otherwise required to perform pursuant to the terms hereof, upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interests of the Association;
  - s) To grant all necessary easements and rights-of-way over and across the Common Areas when in its sole discretion it deems such an action to be necessary and appropriate, including, but not limited to, easements for the installation and



maintenance of electrical, and drainage facilities, provided, however, until such time as Declarant no longer owns any portion of the Property, the Master Board may not grant such an easement or right-of-way without the prior written approval of Declarant;

- t) To convey fee simple title to all or any part of the Common Area when in its sole discretion it deems such an action to be necessary and appropriate; provided, however, until such time as Declarant no longer owns any portion of the Property, the Board may not convey any portion of the Common Area without the prior written approval of Declarant;
- u) To contract with any third party, including any other property owners association, for the sharing of costs of maintaining Maintenance Areas;
- v) To take any and all other actions, and to enter into any and all other agreements as may be necessary or proper for the fulfillment of its obligations hereunder or for the operational protection of the Association;

Notwithstanding anything contained herein to the contrary, none of the above-described rights and powers of the Board shall be obligatory on the part of the Master Board, and the failure or refusal by the Board to implement any such rights and powers shall not constitute a breach or default by the Board of any duties or obligations arising hereunder or otherwise owing to the Association Members.

4.4. Liability Limitation. Neither Declarant, nor any Association Member, nor the Board, nor the Association, nor any officers, directors, agents or employees of any of them shall be personally liable for debts contracted for or otherwise incurred by the Association or for a tort of another Association Member, whether or not such other Association Member was acting on behalf of the Association or otherwise. Neither Declarant, nor the Association, nor their directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portions thereof or for failure to repair or maintain the same. Declarant, the Association or any other person, firm or association making such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portions thereof. The Association shall, to the extent permitted by applicable law, indemnify and defend all members of the Board from and against any and all loss, cost, expense, damage, liability, claim, action or cause of action arising from or relating to the performance by the Board of its duties and obligations, except for any such loss, cost, expense, damage, liability, claim, action or cause of action resulting from the gross negligence or willful misconduct of the person(s) to be indemnified.

4.5. Reserve Funds. The Board may establish reserve funds which may be maintained and accounted for separately from other funds maintained for annual operating expenses and may establish separate, irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and not net income to the Association. The aggregate deposits in such reserve funds shall not exceed an amount as may be reasonably determined by the Board to be necessary.

## ARTICLE 5 – PROPERTY RIGHTS

5.1 Owners' Easements of Enjoyment: Every Owner (and their respective invitees and licensees) shall have a right and easement of enjoyment in and to the Local Common Area



subject to any restrictions, limitations, or provisions contained in the Master Declaration and this Supplemental Declaration and such right and easement shall be appurtenant to and shall pass with the title to every Lot. Such right and easement of enjoyment in and to the Local Common Area shall be subject to the following:

- a) The right of the Association to limit the number of guests of Owners on any recreational facilities situated on the Local Common Area.
- b) The right of the Association to collect money upon a cost basis for the use of any recreational facility situated upon the Local Common Area.
- c) The right of the Association, in accordance with its Articles and By-Laws to borrow money for the purpose of improving the Local Common Area and facilities and in aid thereof to mortgage or grant other security interests in the Local Common Areas.
- d) The right of individual Owners to ingress and egress across the Local Common Area to the Owner's Lot.
- e) The right of the Association to suspend the voting rights and right to use of any recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and the right of the Association to suspend the voting rights and right to use of any recreational facilities by an Owner for a period not to exceed thirty (30) days for any infraction of its published rules and regulations.
- f) The right of the Association to dedicate or transfer all or any part of the Local Common Area, subject to the ingress and egress requirements of this Section 5.1, to any public agency, authority, utility, or to the Master Association for such purposes and subject to such conditions as may be agreed to by the Members and by persons holding mortgages or deeds of trust on any portion of the subject property.
- g) If an Owner of any is not in Good Standing with the Association, said Owner's voting rights and rights of use and enjoyment of the Common Areas are suspended until such time as the Owner is deemed in Good Standing in the sole opinion of the Board.

Declarant shall have the right at any time to use so much of the Local Common Area as it may deem reasonably necessary and advisable for the purpose of aiding in the construction and development of the unimproved Lots and Local Common Area, and the maintenance and repair of the same; provided, however, that such use may not unreasonably interfere with an Owner's use and access to the Local Common Area nor with an Owner's right of ingress and egress to his Lot.

5.2 Delegation of Use: Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Local Common Area and facilities to the members of his family or his tenants who reside on his Lot.

5.3 Title to the Local Common Area: Declarant reserves the right, but not the obligation, to transfer or convey title to the Local Common Area to the Association via a written instrument to be recorded in the real estate records of Athens-Clarke County, Georgia.

5.4 Alienation of Local Common Area: Except as in this Declaration provided, the Local Common Area shall not be sold, abandoned, subdivided, hypothecated, transferred or otherwise encumbered by the Association without the prior written consent and approval of all Owners and all first mortgages of each lot within The Homes.

5.5 Leases: An Owner shall have the right to lease his Lot provided that such lease is in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of the Supplemental Declaration, and the Association's Articles of Incorporation and



By-Laws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease.

## ARTICLE 6 – COVENANT FOR MAINTENANCE ASSESSMENTS

6.1 Creation of the Lien and Personal Obligation of Assessments: There are hereby created SFH Assessments for SFH Common Expenses as may from time to time be authorized by the Board of Directors. SFH Assessments shall be levied against such SFH Lots, except those owned by the Declarant, and shall be used to pay expenses determined by the Board to be for the benefit of the Association, its members and the SFH as a whole, including but not limited to, maintenance and insurance of the SFH Common Area and expenses otherwise incurred by the Association in accordance with its rights, powers, and privileges. The SFH Assessment levied against and payable by a SFH Lot shall be equal for each SFH Lot. Each SFH Owner, as a result of membership in the Master Association, is subject to all obligations for assessments as set forth in the Master Declaration. The Master Association Assessments shall be collected from the SFH Owners by the Association and paid to the Master Association; provided, however, the Master Association may later determine that it will collect such Master Association Assessments directly from the SFH Owners. The SFH, hereby covenants and each Owner of any Lot situated therein by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association and Master Association:

- a) Annual assessments or charges; and
- b) Special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, including reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot, and all improvements thereon, against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

6.2 Purpose of Assessments: The assessments levied by the Association through its Board of Directors shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Homes; for the improvement and maintenance of the Local Common Area and of the homes situated within The Homes; such other maintenance or improvement obligations which may be deemed necessary for the common benefit of the Owners and the maintenance of property values or which may be incurred by virtue of agreement with or requirement of city, county or other governmental authorities; to provide adequate insurance of any and all types and amounts deemed necessary by the Board of Directors; and to provide such reserves as may be deemed necessary in order to accomplish the objects and purposes of the Association. A portion of the annual assessments shall further be used to provide a reserve fund for the replacement and maintenance of the Local Common Area and the Board of Directors shall be obligated to establish such reserve fund.

6.3 Basis and Payment of Annual Assessments:

- a) The annual assessments with respect to each Lot shall be estimated by the Board of Directors and shall be payable as set forth by the Board of Directors.



- b) The Association shall upon demand of any Owner, prospective purchaser, mortgagee and prospective mortgagee at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

6.4 Special Assessment for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any reconstruction, repair or replacement of a capital improvement upon the Local Common Area, including fixtures and personal property related thereto.

6.5 Written notice : Written notice of the annual assessment shall be sent to every Owner subject thereto.

6.6 Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for all Lots.

6.7 Effect of Nonpayment of Assessments – Remedies of the Association: Any assessment installment, which is not paid when due shall be delinquent. If the event of default in the payment of any such Assessment, the defaulting Owner shall be obligated to pay interest at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less, on the amount of The Assessment from the due date thereof until the date such Assessment and interest is paid, together with all costs and expenses of collection, including reasonable attorneys' fees. If an Owner of any is not in Good Standing with the Association, said Owner's voting rights and rights of use and enjoyment of the Common Areas are suspended until such time as the Owner is deemed in Good Standing in the sole opinion of the Board. The Association may bring an action at law against the Owner personally obligated to pay the delinquent installments, or record a statement of lien in the real property records of Athens-Clarke County, Georgia and foreclose the lien in the same manner as is provided in the laws of Georgia for the foreclosures of mortgages on real property against the Lot and the improvements thereon for the amount of the delinquent assessment, plus interest and the costs of collecting the same, including reasonable attorneys' fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Local Common Area or abandonment of his Lot.

## ARTICLE 7 – EXTERIOR MAINTENANCE

The SFH Association shall maintain and keep in good repair the SFH Common Area, such maintenance to be funded as herein provided. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, all entry features, streetscapes, streets, curbs, drainage, water or sewer systems, landscaping and other floral structures as may be located on the SFH Common Area, any other improvements situated upon the SFH Common Area which are owned or administered by the Association. In addition, the Association shall have the right to maintain other property not owned by the Association where the Board determines that such would be beneficial to SFH Owners.

In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts



of the family, guests or invitees of the Owner, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject and shall be an addition to any annual or special assessment to which such Lot is subject, except to the extent that such damage or loss is covered by insurance obtained by the Association and the insurer has waived its rights of subrogation against such Owner.

#### ARTICLE 8 – PARTY WALLS

8.1 General Rules of Law to Apply: Each wall which is built as a part of the original construction of the homes upon the Lots and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

8.2 Sharing of Repair and Maintenance: The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

8.3 Destruction by Fire or Other Casualty: If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

8.4 Weatherproofing: Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

8.5 Right to Contribution Runs with Land: The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

8.6 Arbitration: In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

#### ARTICLE 9 – EASEMENTS

9.1 Local Common Area: The easements over and across the Local Common Area shall be those shown, or provided for, upon the recorded plats of The SFH and such other easements as may be established pursuant to or provided by the provisions of this Supplemental Declaration of Covenants, Conditions and Restrictions.

9.2 Encroachments: Each Lot and the Local Common Area shall be subject to an easement for encroachment of buildings on adjoining Lots or the Local Common Area, or encroachment of the Local Common Area onto any Lot, and for overhangs as designed or constructed by the Declarant, and for any encroachment occurring hereafter as a result of settling or shifting of any structure. A valid easement shall exist for said encroachments and overhangs and for their maintenance, repair and replacement. If any structure is partially or totally



destroyed and then rebuilt, the Owners of the Lots agree that minor encroachments of parts of construction onto adjacent Lots or the Local Common Area due to construction shall be permitted and that a valid easement for such overhangs and encroachments and the maintenance thereof shall exist.

9.3 Utilities: Notwithstanding anything contained herein, the Board of Directors of the Association may grant easements upon, across and under the Local Common Area to the Master Association for such purposes as the Board of Directors sees fit or to the Athens-Clarke County Water and Sanitation District or a public agency, authority, or utility, for installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity.

9.4 Easement for Association: Each Lot and the Local Common Area shall be subject to an easement for the Association (including its agents, employees and contractors) for providing the maintenance.

#### **ARTICLE 10 – INSURANCE; REPAIR AND RESTORATION; CONDEMNATION**

10.1. Board of Directors. The Board shall obtain and maintain at all times insurance of the type and kind and in no less than the amounts set forth below:

- a) Fire. All improvements and all fixtures and personal property included in the Common Areas and Maintenance Areas and all personal property and supplies belonging to the Association shall be insured in an amount equal to the current replacement cost. Such coverage shall provide protection against loss or damage by fire or other hazards covered by a standard extended coverage endorsement, windstorm and water damage, vandalism and malicious damage and all perils covered by a standard "all risk" endorsement. In addition to the provisions and endorsements set forth in Section 10.3 and Section 10.4 the fire and casualty insurance described herein shall contain the following provisions:
  - a.1 standard "Agreed Amount" and "Inflation Guard" endorsements;
  - a.2 construction code endorsements if the Common Area becomes subject to a construction code provision which would require changes to undamaged portions of any building thereby imposing significant costs in the event of partial destruction of such building by an insured peril;
  - a.3 a waiver of subrogation by the insurer as to any claims against the Association, any officer, director, agent or employee of the Association, the Owners and their employees, agents, tenants and invitees; and
  - a.4 a provision that the coverage will not be prejudiced by act or neglect of one or more Owners when said act or neglect is not within the control of the Association or by any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.
  - a.5 The fire and casualty insurance policy shall not contain (and the insurance shall not be placed with companies whose charters or bylaws contain) provisions whereby: (1) contributions or assessments may be made against the Association, the Owners or Mortgagees; (2) loss payments are contingent upon action by the carrier's directors, policy holders or members; and (3) there are limiting clauses



(other than insurance conditions) which could prevent Owners or Mortgagees from collecting the proceeds.

- b) Public Liability. The Board shall also be required to obtain and maintain, to the extent obtainable, public liability insurance and officer's and director's liability insurance in such limits as the Board may, from time to time, determine to be customary for projects similar in construction, location and use as the Project, covering each member of the Board, the managing agent, if any, and each Owner with respect to his liability arising out of the ownership, maintenance, or repair of the Common Areas and Maintenance Areas, or from service on the Board.
- c) Fidelity Coverage. The Board shall also be required to obtain fidelity coverage against dishonest acts on the part of all persons, whether officers, directors, trustees, employees, agents or independent contractors (including without limitation any third party agent hired by the Board to perform duties of the Board) responsible for handling funds belonging to or administered by the Association. The fidelity insurance policy shall be written in an amount sufficient to provide protection which is in no event less than one and one-half times the Association's estimated annual operating expenses and reserves. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.
- d) Other. Such other insurance coverages, including flood insurance and worker's compensation, as the Board shall determine from time to time desirable.

10.2. Premium Expense. Premiums upon insurance policies purchased by the Board shall be paid by the Board and charged as a common expense.

10.3. Special Endorsements. The Board shall make diligent efforts to secure insurance policies that will provide for the following:

- a) recognition of any insurance trust agreement entered into by the Association;
- b) coverage that may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to the named insured, any insurance trustee and all Mortgagees; and
- c) coverage that cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Master Board without prior demand in writing that the Board cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, any Owner or any Mortgagee.

10.4. General Guidelines. All insurance policies purchased by the Board shall be with a company or companies licensed to do business in the State of Georgia.

10.5. Insurance Proceeds. Subject to any limitations imposed by any applicable financing documents, the Association shall use the net proceeds of casualty insurance covered by it to repair and/or replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of casualty insurance paid to the Association remaining after satisfactory completion of repair and replacement shall be retained by the Association as part of the general reserve fund for repair and replacement of the Common Area and/or Maintenance Areas.

10.6. Insufficient Proceeds. If the insurance proceeds received by the Association are insufficient to reimburse, to repair and/or replace any damage or destruction to person or property, the Board may levy a Special Assessment against the Owners to cover the deficiency.



10.7. Owner's Personal Property. The Association or Declarant shall not be liable in any manner for the safekeeping or condition of any personal property belonging to or used by any Owner or his family, guests or invitees, located on or used at the Common Areas. Further, the Association or Declarant shall not be responsible or liable for any damage or loss to any personal property of any Owner, his family, guests or invitees located on or used at the Common Areas. Each Owner shall be solely responsible for all personal property and for any damage thereto or loss thereof, and shall be responsible for the purchase of, at such Owner's sole cost and expense, any liability or other insurance for damage to or loss of such property.

10.8. No Obligation to Insure Owners' Property. By virtue of taking title to a Lot or Parcel within the Project, each Owner acknowledges that neither the Association nor Declarant has any obligation to provide any insurance for any portion of such Lot or Parcel or any Residential Unit or other property located thereon.

10.9. Condemnation. Whenever all or part of the Common Area shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages for and on account of such taking shall be paid to the Association. The Association, acting through the Board, shall have the right to negotiate and litigate the issues with respect to the taking and compensation affecting the Common Area, without limitation on the right of the Owners to represent their own interests, Each Owner, by his acceptance of a deed to a Lot, Parcel, or other portion of the Property, hereby appoints the Association as his attorney-in-fact to negotiate, litigate or settle on his behalf all claims arising from the condemnation of the Common Area. All compensation and damages paid to the Association on account of such a taking shall be used to restore the Common Area, provided such restoration is possible, with the excess, if any, to be retained by the Association and applied to future operating expenses by the Board, in its sole discretion. Nothing herein is to prevent Owners whose Lots or other property are specifically affected by the taking or condemnation from joining in the condemnation proceedings and petitioning on their own behalf for consequential damages relating to loss of value of the affected Lots, Parcels or other property, or improvements, fixtures or personal property thereon, exclusive of damages relating to the Common Area. In the event that the condemnation award does not allocate consequential damages to specific Owners, but by its terms includes an award for reduction in value of Common Area, Lots, Parcels or other property without such allocation, the award shall be divided between affected Owners and the Board, as their interests may appear, by the Board in its sole discretion.

## ARTICLE 11 – GENERAL PROVISIONS

11.1 Enforcement: The Association, or any Owner, shall have the right to enforce, by any proceeding law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any rights hereunder shall in no event be deemed a waiver of the right to do so thereafter.

11.2 Annexation: Additional property may be annexed by Declarant as set forth in the Master Declaration and herein.

11.3 Amendment: The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, and the Owner of every lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded,



after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended by the agreement of Owners of SFH Lots to which two-thirds of the votes of the Association belong, provided, however that during any such time as the Declarant has an unexpired option to add any SFH Additional Property to the terms of this Supplemental Declaration, or during any such time as Declarant has the right to vote its Class II votes, the Declarant may unilaterally amend and any Owner amendments shall require the written approval of the Declarant. Any amendment must be recorded.

11.4 Severability: Invalidation of any one of these covenants or restrictions by statute, judgment or court order shall in no wise affect any other provisions, all of which shall remain in full force and effect.

11.5 Master Association As Third Party Beneficiary. The Master Association is a third party beneficiary of the terms of this Declaration. Accordingly, the Master Association shall be entitled to file an action to recover same due, damages, or injunctive relief, or for any other remedy available at law or in equity, on its own behalf. Inasmuch as the enforcement of the provisions of this Declaration, the Bylaws, Rules and Regulations of the Association is essential for the effectuation of the general plan of Oak Grove, and for the protection of present and future owners within Oak Grove, it is hereby declared that any breach thereof cannot be adequately compensated by recovery of damages, and that the Master Association, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or threatened violation or breach.

## ARTICLE 12 – ANNEXATION OF SFH ADDITIONAL PROPERTY

12.1 Annexation Without Approval of Class I Membership. Declarant shall have the unilateral right, privilege, and option (but not the obligation), from time to time at any time until twenty (20) years from the date this Supplemental Declaration is recorded in the Athens-Clarke County records, to subject to the provisions of this Supplemental Declaration and the jurisdiction of the Association, all or any portion of the SFH Additional Property, whether in fee simple or leasehold, by filing in the Athens-Clarke County, Georgia records, an amendment or additional supplemental Declaration annexing such property. Such amendment to this Supplemental Declaration or such additional supplemental declaration shall not require the vote of members. Any such annexation shall be effective upon the filing for record of such amendment or such additional supplemental declaration, unless otherwise provided therein. Such amendment or such additional supplemental declaration may specify such specific use restrictions and other covenants, conditions, and restrictions to be applicable to the annexed property as Declarant may, in Declarant's own discretion, determine.

Declarant shall have the unilateral right to transfer to one or more other persons the right, privilege, and option to annex the SFH additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least the part of said SFH Additional Property to which such right, privilege. And option is assigned; and provided, further, such assignment shall not remove Declarant's right to, option and privilege to annex.

12.2 Annexation with Approval of Class I Membership: Subject to the written consent of the owner thereof, upon the written consent or affirmative vote of a majority of Class I members present or represented by proxy at a meeting duly called for such purpose, and of Declarant, the Association may annex real property other than the SFH Additional Property, and following the expiration of the right in this Article, the SFH Additional Property to the



provisions of this Supplemental Declaration and the jurisdiction of the Association by filing for record in Athens-Clarke County, Georgia records a supplemental amendment in respect to the property being annexed. Any such supplemental amendment shall be signed by the President and the Secretary of the Association, and any such annexation shall be effective upon filing, unless otherwise provided therein. The time within which and the manner in which notice of any such meeting of the Class I members of the Association, called for the purpose of determining whether additional property pursuant to this section shall be annexed, and the quorum required for the transaction of business at any such meeting, shall be as specified in the bylaws of the Association for regular or special meetings, as the case may be.

12.3. Withdrawal of Property. So long as Declarant has a right to expand the Community, Declarant reserves the right to amend this Declaration for the purpose of removing any portion of the real property from the coverage of this Declaration. Such amendment shall not require the consent of any person other than the Owner(s) of the property to be withdrawn, if not the Declarant.

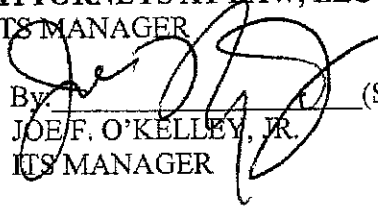
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 11 day of May, 2007.

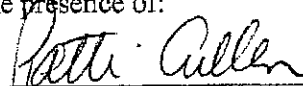
**DECLARANT:**

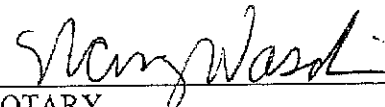
**NEW OAK GROVE REALTY PARTNERS, LLC**, a Georgia limited liability company

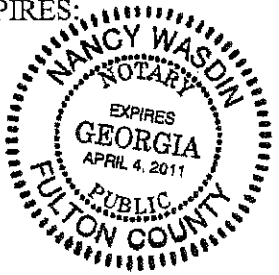
By: **TAHOE DEVELOPMENT GROUP, LLC, ITS MANAGER**

By: **O'KELLEY & SOROHAN, ATTORNEYS AT LAW, LLC ITS MANAGER**

By:  (SEAL)  
**JOE F. O'KELLEY, JR.**  
ITS MANAGER

Signed, sealed and delivered in the presence of:  
  
\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
NOTARY  
MY COMMISSION EXPIRES:  
[NOTARY SEAL]





**Exhibit "A"**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 1347TH DISTRICT, G.M.D., ATHENS-CLARKE COUNTY, GEORGIA, OAK GROVE SUBDIVISION, **PHASE 1A**, AS MORE FULLY DESCRIBED AND DELINEATED ACCORDING TO A PLAT OF SURVEY RECORDED IN PLAT BOOK G PAGE 64G SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE HERETO.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 1347TH DISTRICT, G.M.D., ATHENS-CLARKE COUNTY, GEORGIA, OAK GROVE SUBDIVISION, **PHASE 1B**, AS MORE FULLY DESCRIBED AND DELINEATED ACCORDING TO A PLAT OF SURVEY RECORDED IN PLAT BOOK G PAGE 64H SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE HERETO.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 1347TH DISTRICT, G.M.D., ATHENS-CLARKE COUNTY, GEORGIA, OAK GROVE SUBDIVISION, **PHASE 2**, AS MORE FULLY DESCRIBED AND DELINEATED ACCORDING TO A PLAT OF SURVEY RECORDED IN PLAT BOOK G PAGE 65A SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE HERETO.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 1347TH DISTRICT, G.M.D., ATHENS-CLARKE COUNTY, GEORGIA, OAK GROVE SUBDIVISION, **PHASE 2A**, AS MORE FULLY DESCRIBED AND DELINEATED ACCORDING TO A PLAT OF SURVEY RECORDED IN PLAT BOOK G PAGE 65B SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE HERETO.



**Exhibit "B"**

**ADDITIONAL PROPERTY**

ANY PROPERTY THAT MAY BE ADJACENT TO AND CONTIGIOUS WITH THE EXHIBIT "A" PROPERTY; PROPERTY SHALL BE ADJACENT TO AND CONTIGIOUS WITH THE EXHIBIT "A" PROPERTY IF IT PHYSICALLY CONTECTS TO SUCH PROPERTY, AT ANY POINT, OR IF IT IS SEPERATED ONLY BY A ROAD, PUBLIC OR PRIVATE, OR WATER COURSE, INCLUDING ANY RIVER, CREEK, OR LAKE.