

Chestatee 

Chestatee Community Association
Dawsonville, Ga. 30534



P.O. Box 2458
Alpharetta, GA 30023-2458
(770) 667-0595 | (770) 667-6315 Fax
www.HMS-inc.net

Committed to Serving Community Associations in Georgia Since 1993

Welcome to the Community!

**Ref: Chestatee Community Association, Inc.
Welcome to the Community**

Dear Chestatee Homeowner:

On behalf of Chestatee, the Board of Directors, and Homeowner Management Services Inc. (HMS), I am pleased to welcome you to the community. HMS is an owner-operated company, founded in 1993 to provide professional management expertise to Community Associations. We provide your Homeowners Association with a central point of contact, furnishing consistent customer service for Chestatee. Our goal is to assist all residents in making community living into the enjoyable experience that it should be.

Living in a planned community has responsibilities that you should be aware of. The Homeowners Association collects assessments that are used to fund the operations of the community. You probably paid the current assessment at closing, as part of your home purchase. For future assessments, HMS will send you a statement with all of the details. We encourage you to register for your **HMS Community Website** at chestateepoa.com or the HMS Express app to take advantage of the online payment options available, review your account and details about Chestatee, and download useful files.

Our community operates under legal Bylaws and Protective Covenants and as a protective covenant community, there are important procedures and rules that govern the operation of the Homeowners Association and it is important that you make yourself familiar with these on an ongoing basis as resolutions are passed that could give further definition of those Covenants and Bylaws. To download a Welcome Packet with the Covenants and Bylaws, as well many other important documents for new homeowners, please visit chestateepoa.com.

1. **Acknowledgement of Protective Covenants:** On chestateepoa.com, you will be prompted to answer a few questions and “electronically sign” that you acknowledge and understand certain obligations that you have living in a Protective Covenants Community.
2. **Amenity Cards:** After you electronically sign the form, you will be sent one amenity access card free of charge, which will allow access into the Lodge and Pool Area. You may receive one additional card for a fee of \$30.00, if needed. For replacement cards or issues with your access card, please contact your Association Administrator at HMS, Julie A. Kiep, using the **Contact HMS** page after signing in to your **HMS Community Website** at chestateepoa.com or the HMS Express app, or by email at Julie.A.Kiep@HMS-inc.net
3. **Community Website, Homeowners Dues, and Payment:** Additionally, we highly recommend that you register for the **HMS Community Website** at chestateepoa.com or the HMS Express app so that you can make online payments, access for important email communication. Your information is kept confidential and we *do not* sell your email address. You can check your Homeowners Dues balances and pay your bill online. **On the HMS Community Website, under the Association heading, there is quick access to the Community Calendar, Neighbor Directory (please consider opting-in), all Chestatee Documents, Relevant Community information, Board Member Contact Information, and a place to Report An Issue.**

(continued on next page)

4. **Important Community Documents:** Our community operates under legal Bylaws and Protective Covenants and as a protective covenant community, there are important procedures and rules that govern the operation of the Homeowners Association and it is important that you make yourself familiar with these on an ongoing basis as resolutions are passed that could give further definition of those Covenants and Bylaws. To download a Welcome Packet with the Covenants and Bylaws, as well as many other important documents for new homeowners, please visit chestateepoa.com. Once you register, under the Association heading, **please access the Downloads page for documents like the Declaration of Protective Covenants and the Bylaws for Chestatee, Modifications requiring Prior Approval, Additional Community Standards, Guidelines for Roof and Driveway Materials, the Architectural Guidelines, Board Policies and Resolutions, the Parking Policy and Facilities Rental details.**
5. **Modification Requests:** You can digitally file our Modification Request which must be done for *any* modification to the outside of your home, including landscaping, painting, removal of vegetation, etc. The full list can be found in the Covenants section on the Downloads page, which is under the Association heading. To submit a Modification Request, use the Modification Requests page under the My Information heading. Please note, on the Downloads page, there is an additional document in the Architectural folder titled Modifications Requiring Prior Written Approval for several of the most common modifications requested. For example, one of the most requested modifications is for fences, and this document describes specific requirements for fence height, type and location. If you have complex questions regarding modifications, then please contact cmrc@chestateepoa.com.
6. **Parking Waivers:** Homeowners are required to file for parking waivers for vehicles that cannot be stored in the garage due to oversized or excess vehicles. For example, if you have three vehicles, and you only have a two-vehicle garage, you must submit a parking waiver for the third vehicle. These waivers expire biannually (every two years) on June 30th. Further information can be found on the Vehicle Parking Waiver page found under the My Information tab.
7. **Pavilion and Lodge Rental:** After registering for the [HMS Community Website](#) or HMS Express app, you can rent the Lodge and the Pavilion electronically under the Amenity Reservations tab using a credit card.
8. **Tennis Court and Bocce Reservations:** You can reserve tennis courts on the **Tennis Reservations** page. Courts 1-4 are near the Lodge, and Court 5 is at the entrance to the Waterfront section of the Community. The Bocce Courts are adjacent to the Green Space at the intersection of Nightfire Drive and Dogwood Way

If you have any questions or are unsure which department to contact, then please do not hesitate to contact your Association Administrator at HMS, Julie A. Kiep, using the **Contact HMS** page after signing in to your [HMS Community Website](#) at chestateepoa.com or the HMS Express app, by email at Julie.A.Kiep@HMS-inc.net, or by phone at (770) 667-0595. If you reach our voicemail system, rest assured that your message will be returned in a timely manner. Since the Golf Course, Sewer and Marina are not managed by the Homeowners Association but are owned by Brian Ferris, please contact lauren.stewart@chestateegolfclub.com for information.

Thank you for this opportunity to serve you.

Regards,

Pat Hillen
Management Agent for Chestatee Community Association, Inc.

Register for your [HMS Community Website](#) or the HMS Express app with the instructions on the next page. 



Register Online with HMS

Download the HMS Express app at www.HMS-inc.net/app or use the QR code below. You can also visit www.HMS-inc.net, click on the **Sign In** link, and then press the **Create Account** button. Whichever way you register, you'll be able to sign in to both the website and app.

Download the HMS Express app at www.HMS-inc.net/app.



When registering, you will need your **Account Number**, which is included in the attached "Welcome to the Community!" letter, and your name and property address in Chestatee. Enter your preferred email address, choose what details to share in the Chestatee online directory, and finish by pressing the **Register** button.

You will receive an email that includes a link to set your password and complete your registration. You can then sign in to both your **HMS Community Website** at chestateepoa.com and the HMS Express app with that same email address and password.

If the details that you entered when registering match HMS' records exactly, then you will receive that email immediately. Otherwise, HMS will manually review your registration, and you will receive that email within two business days. If you do not receive that email after two business days, then be sure to check your spam or junk mail options. That email comes from a donotreply email address, and so it may be blocked.

Board of Directors Contact

Office/Committee	Email Address
President	president@chestateepoa.com
Vice President	vicepres@chestateepoa.com
Treasurer	treasurer@chestateepoa.com
Secretary	secretary@chestateepoa.com
CMRC & Modification Requests	cmrc@chestateepoa.com
Landscape	landscaping@chestateepoa.com
Structures	structures@chestateepoa.com
Roads & Infrastructure	roads@chestateepoa.com
Recreation	recreation@chestateepoa.com
Waterfront	waterfront@chestateepoa.com

Developer Office / Sewer Billing: All questions regarding sewer billing or service should be directed to:

Angie Allen 706-216-7577 x 222 angie@chestatee.net

IMPORTANT DATES TO REMEMBER

All Board meetings are held at the Lodge at 5:30pm on the 2nd Wednesday of each month unless otherwise notified.

All residents are welcome and encouraged to attend for the regular session of the meetings. Open forum for member comments is held at the beginning of each meeting from 5:30PM until 6PM.

Governing Documents:
Declaration of Covenants & Restrictions
Bylaws &
Amendments

After recording, please return to:

Marlene G. Young, P.C.
Two Midtown Plaza, 15th Floor
1349 West Peachtree Street
Atlanta, Georgia 30309

GEORGIA, DAWSON COUNTY
CLERK'S OFFICE, SUPERIOR COURT
FILED FOR RECORD

AT 11:30A M. 3/31/98
Recorded in Deed Book 266 Page 2-52
This 1 day of April 19 98

Suey McLeod, CLERK

**DECLARATION OF PROTECTIVE COVENANTS
FOR
CHESTATEE**

MARLENE G. YOUNG, P.C.
Two Midtown Plaza, 15th Floor
1349 West Peachtree Street
Atlanta, Georgia 30309
(404) 873-9030

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B	Property Submitted
C	Additional Property Which May Unilaterally Be Submitted By Declarant
D	Bylaws of Chestatee Community Association, Inc.

DECLARATION OF PROTECTIVE COVENANTS
FOR
CHESTATEE

THIS DECLARATION is made on the date hereinafter set forth by Chestatee Development Corporation, a Georgia corporation ("Declarant").

Background Statement

Declarant is the owner, or, if not the owner, has the consent of the owner, of the real property described in Article II, Section 1 of this Declaration.

Declarant desires to subject the real property described in Article II, Section 1 hereof to the provisions of this Declaration to create a residential community of single-family housing 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 Article II, Section 1 of this Declaration, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens, hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property hereby or 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 or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

Article I
Definitions

Unless the context shall prohibit, certain words used in this Declaration shall be defined as set forth in Exhibit "A" attached hereto and by reference made a part hereof.

Article II
Property Subject To This Declaration

Section 1. Property Hereby Subjected To This Declaration. The real property described in Exhibit "B" attached hereto and by reference made a part hereof is, by the recording of this Declaration, subject to the covenants and restrictions hereafter set forth and, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration.

Section 2. Other Property. Only the real property described in Section 1 of this Article II is hereby made subject to this Declaration; provided, however, by one (1) or more Supplementary Declarations, Declarant and the Association have the right, but not the obligation, to subject other real property to this Declaration, as hereinafter provided.

Article III
Association Membership and Voting Rights

Every Person who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No

Owner, whether one (1) or more Persons, shall have more than one (1) membership per Lot. Members shall be entitled to one (1) vote for each Lot owned. Votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Article IV Assessments

Section 1. Purpose of Assessment. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, common benefit, and enjoyment of the Owners and Occupants of Lots, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

Section 2. Creation of the Lien and Personal Obligation for Assessments. Each Owner, jointly and severally, of any 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) annual assessments or charges; (b) special assessments, such assessments to be established and collected as hereinafter provided; and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration. All such assessments, together with late charges, interest, not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principal amount due, and costs, including, without limitation, reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with late charges, interest, costs, including, without limitation, reasonable attorney's fees actually incurred, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the assessment fell due. Each Owner shall be personally liable for the portion of each 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 its grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings or deed in lieu of foreclosure.

The Association shall, within five (5) days after receiving a written request therefor and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of issuance.

Annual assessments shall be levied at a uniform rate per Lot 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, of the annual assessment for delinquents. Unless otherwise provided by the Board, the assessment shall be paid in annual installments.

Section 3. Computation. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which may include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the assessments to be levied against each Lot for the following year to be delivered to each member at least thirty (30) days prior to the end of the current fiscal year (or at least thirty (30) days prior to the due date of the first installment in the case of the initial budget). The budget and the assessment shall become effective unless disapproved at a meeting by a majority of the Total Association Vote. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason so to determine

the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Section 4. Special Assessments. In addition to the other assessments authorized herein, the Association may levy special assessments from time to time. If the total amount of special assessments allocable to each Lot does not exceed \$300.00 in any one fiscal year, the Board may impose the special assessment. Except as provided in Article VII, Section 3 hereof, any special assessment which would cause the amount of special assessments allocable to any Lot to exceed this limitation shall be effective only if approved by a majority of the Total Association Vote. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

Section 5. Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration, together with late charges, interest, costs, including, without limitation, reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such Lot in favor of the Association and the Association shall be entitled to file a document evidencing such lien in the land records of the county in which the Lot is located. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a first Mortgage or on any Mortgage to Declarant duly recorded in the land records of the county where the Community is located and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument. All other Persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments or installments thereof which are not paid when due shall be delinquent. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association may cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien, as herein provided, shall attach and, in addition, the lien shall include interest, not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principal amount due from the date first due and payable, all late charges, all costs of collection, including, without limitation, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot or non-use of any facilities in the Community that are available for use by the Owners. No diminution or abatement of any

assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, 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.

Section 7. Date of Commencement of Assessments.

(a) The assessments provided for herein shall commence as to a Lot subject to this Declaration upon the conveyance of such Lot to a Person who is not the Declarant or a Builder. Lots which have not been so conveyed shall not be subject to assessment; provided, however, Declarant and Builders shall be obligated to pay the full amount of the assessments provided herein for each Lot owned containing an occupied residence. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide.

(b) 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.

(c) Notwithstanding anything to the contrary herein, the Declarant and its affiliates may contribute assessments due from them in services or materials or a combination of services and materials, rather than in money (herein collectively called "in kind contribution"). The amount by which monetary assessments shall be decreased as a result of any in kind contribution shall be the fair market value of the contribution. If the Declarant, or its affiliate, as the case may be, and the Association agree as to the value of any contribution, the value shall be as agreed. If the Association and the Declarant, or its affiliate, as the case may be, cannot agree as to the value of any contribution, the Declarant, or its affiliate, as the case may be, shall supply the Association with a detailed explanation of the service performed and material furnished, and the Association shall acquire bids for performing like services and furnishing like materials from three (3) independent contractors, approved by the Declarant, or its affiliate, as the case may be, who are in the business of providing such services and materials. If the Association and the Declarant, or its affiliate, as the case may be, are still unable to agree on the value of the contribution, the value shall be deemed to be the average of the bids received from the independent contractors.

Section 8. Specific Assessments. The Board shall have the power to specifically assess pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors 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. Fines levied pursuant to Article XII, Section 1 of this Declaration, the costs of maintenance performed by the Association for which the Owner is responsible under Article V, Sections 1 and 2 of this Declaration, shall be specific assessments. The Board may also specifically assess Owners for the following Association expenses:

(a) other expenses of the Association which benefit less than all of the Lots may be specifically assessed equitably among all of the Lots which are benefitted according to the benefit received; and

(b) expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received.

This Section specifically contemplates, without limitation, that the Association will maintain the yards within certain sections of the Community, as provided in Article V, Section 1 of this Declaration. Such expenses shall be included in the budget prepared as described in Article IV, Section 3 and the Lots benefitted by such expenses shall be subject to specific assessment imposed by the Board pursuant to this Section to cover such expenses. Notwithstanding anything provided herein, any such specific assessments shall be paid in such installments as determined by the Board.

Section 9. Budget Deficits During Declarant Control. For so long as the Declarant has the authority to appoint the directors and officers of the Association, Declarant may: (i) advance funds 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 annual, special and specific assessments collected by the Association in any fiscal year, and such advances shall be evidenced by promissory notes from the Association in favor of the Declarant; or (ii) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for such a loan in the local area of the Community. The Declarant in its sole discretion may guarantee repayment of such loan, if required by the lending institution, but no Mortgage secured by the Common Property or any of the improvements maintained by the Association shall be given in connection with such loan.

Article V

Maintenance; Conveyance of Property to Association

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Property. The Association shall also maintain: (a) all entry features for the Community, including the expenses for landscaping (whether such landscaping is on a Lot or public right-of-way), water and electricity, if any, provided to all such entry features; (b) streetscapes located at other street intersections within the Community; (c) all medians and cul-de-sac islands located in the Community; (d) all private streets, alleys, and lanes shown on any plat for the Community recorded in the Dawson County, Georgia land records to the extent such are not maintained on an ongoing basis by a local governmental entity; (e) any sidewalks located within the Community to the extent such are not maintained on an ongoing basis by a local governmental entity; (f) any sea walls and pedestrian trails and pathways constructed by Declarant (whether such sea walls and pathways are located within the Community or on the U.S. Army Corps of Engineers property adjacent to the Community); and (g) all property outside of Lots located within the Community which was originally maintained by Declarant.

The Association shall maintain the yards of Lots located in certain sections of the Community, which sections shall be identified in Exhibit "B" attached hereto or in any Supplementary Declaration annexing property including any such Lots. Such maintenance shall include maintenance only (mowing, edging and chemical treatment only, if and as necessary) and shall not include any obligation for replacing dead or dying grass, bushes, shrubs, trees or other vegetation. If the Owner of any such Lot adds landscaping that has been approved in accordance with this Declaration to any such Lot, including, without limitation, planters, trees, shrubs, bushes, plants and other vegetation, any such additions shall be maintained by the Owner of such Lot.

In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Community, where the Board has determined that such maintenance would benefit all Owners.

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 family, guests, lessees, or invitees of any Owner, and is not covered and paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot of such Owner.

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

Section 2. Owner's Responsibility. Except as provided in Section 1 above, all maintenance of the Lot and all structures, parking areas, landscaping, and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community-Wide Standard and this Declaration. Such maintenance shall include, without limitation, (i) the repairing and painting (or other appropriate external care) and otherwise caring for the dwelling and all other structures located on the Lot; (ii) the seeding, fertilizing and watering of all lawns and mowing, edging, clipping, sweeping, pruning, raking and otherwise caring for all lawns; (iii) the pruning and trimming of all trees, hedges and shrubbery not maintained by the Association so that the same are not obstructive of a view by motorists or pedestrians of street traffic; (iv) the removal of dead plant material; and (v) the maintenance, repair and painting of all fences on the Lot.

In the event that the Board of Directors of the Association determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair, or replacement of items for which such Owner is responsible hereunder, the Association shall, except in an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at such Owner's sole cost and expense, and all costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot. The remedies provided in this Section shall be in addition to, and not in lieu of, other remedies provided in this Declaration for a violation of the Declaration.

Section 3. Party Walls and Party Fences.

(a) **General Rules of Law to Apply.** Each wall or fence built as a part of the original construction on the Lots which shall serve and separate any two (2) adjoining Lots shall constitute a party wall or fence and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall or fence shall be shared by the Owners who make use of the wall or fence in equal proportions.

(c) Damage and Destruction. If a party wall or fence is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the wall may restore it, and if the other Owner or Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

(e) Arbitration. In the event of any dispute arising concerning a party wall or fence, or under the provisions of this Section, each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor by the Board of Directors, the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other.

Section 4. Conveyance of Property to Association. The Declarant or any other Person with the consent of Declarant may transfer or convey to the Association any personal property and any improved or unimproved real property, leasehold, easement, or other property interest. Such conveyance shall be accepted by the Association, and the property shall thereafter be Common Property to be maintained by the Association for the benefit of all or a part of its members. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section. The Association shall also accept assignment of, and shall assume and agree to perform, any contracts entered into by the Declarant and its affiliates for the benefit of the Association or the Owners, including, without limitation, central septic system maintenance agreements and all types of utility easements.

Article VI **Use Restrictions and Rules**

Section 1. General. This Article, beginning at Section 2, sets out certain use restrictions which must be complied with by all Owners and Occupants. These use restrictions may only be amended in the manner provided in Article XII, Section 4 hereof regarding amendment of this Declaration. In addition, the Board may, from time to time, without consent of the members, promulgate, modify, or delete other use restrictions and rules and regulations applicable to the Community. Such use restrictions and rules shall be distributed to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, cancelled, or modified in a regular or special meeting by a majority of the Total Association Vote.

Section 2. Residential Use. All Lots shall be used for residential purposes exclusively. No business or business activity shall be carried on, in or upon any Lot at any time except with the written approval of the Board. Leasing of a Lot shall not be considered a business or business activity. The Board may, but shall not be obligated to, permit a Lot to be used for business purposes so long as such business, in the sole discretion of the Board, does not otherwise violate the provisions of the Declaration or Bylaws, does not create a disturbance and does not unduly increase traffic flow or parking congestion. The Board may issue rules regarding permitted business activities.

Section 3. Architectural Standards. No exterior construction, alteration, addition, or erection of any nature whatsoever shall be commenced or placed upon any part of the Community, except such as is installed by the Declarant, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection, or alteration, including, without limitation, landscaping, shall be made unless and until plans and specifications showing, to the satisfaction of the ARC, the kind, shape, height, materials, and location shall have been submitted in writing to and approved by an Architectural Review Committee ("ARC"). The ARC may be established such that it is divided into two (2) subcommittees, with one (1) subcommittee having jurisdiction over modifications and the other having jurisdiction over new construction. The Board may employ architects, engineers, or other Persons as it deems necessary to enable the ARC to perform its review. The ARC may, from time to time, delegate any of its rights or responsibilities hereunder to one (1) or more duly licensed architects or other qualified Persons, which shall have full authority to act on behalf of the committee for all matters delegated. Written design guidelines and procedures may be promulgated for the exercise of this review, which guidelines may provide for a review fee. So long as the Declarant owns any property for development and/or sale in the Community or has the right unilaterally to annex additional property to the Community, the Declarant shall have the right to appoint all members of the ARC. Upon the expiration or earlier surrender in writing of such right, the Board shall appoint the members of the ARC.

If the ARC fails to approve or to disapprove submitted plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, the foregoing will be deemed approved; provided, however, all activities commenced pursuant to plans which have been deemed approved shall be consistent with such plans and nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of this Declaration, the Bylaws, the rules and regulations or any written design guidelines of the Association.

As a condition of approval under this Section, each Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. In the discretion of the ARC, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successors-in-interest. The ARC shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Board or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants or any other terms of this Declaration have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available to the Association, in the event of noncompliance with this Section, the Board may, as provided in Article XII, Section 1 hereof, record in the appropriate land records a notice of violation naming the violating Owner.

PLANS AND SPECIFICATIONS ARE NOT APPROVED FOR ENGINEERING OR STRUCTURAL DESIGN OR QUALITY OF MATERIALS, AND BY APPROVING SUCH PLANS AND SPECIFICATIONS NEITHER THE ARC, THE MEMBERS THEREOF, NOR THE ASSOCIATION ASSUMES LIABILITY OR RESPONSIBILITY THEREFOR, NOR FOR ANY DEFECT IN ANY STRUCTURE CONSTRUCTED FROM SUCH PLANS AND SPECIFICATIONS. NEITHER DECLARANT, THE ASSOCIATION, THE ARC, THE BOARD, NOR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS OF ANY OF THEM SHALL BE LIABLE IN DAMAGES TO ANYONE SUBMITTING PLANS AND SPECIFICATIONS TO ANY OF THEM FOR APPROVAL, OR TO ANY OWNER OF PROPERTY AFFECTED BY THESE RESTRICTIONS BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR

DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS. EVERY PERSON WHO SUBMITS PLANS OR SPECIFICATIONS AND EVERY OWNER AGREES THAT SUCH PERSON OR OWNER WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT, THE ASSOCIATION, THE ARC, THE BOARD, OR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS OF ANY OF THEM TO RECOVER ANY DAMAGES AND HEREBY RELEASES, REMISES, QUITCLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY JUDGMENT, NEGLIGENCE, OR NONFEASANCE AND HEREBY WAIVES THE PROVISIONS OF ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS, AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

Section 4. Signs. No sign of any kind shall be erected by an Owner or Occupant within the Community without the prior written consent of the ARC except (a) professional security signs consistent with the Community-Wide Standard, (b) any signs required by legal proceedings, (c) reasonable and appropriate signs erected by the Board, and (d) signs erected by Declarant. In connection with a bona-fide offer to sell or lease a Lot or residence, one (1) professionally lettered "For Sale" or "For Rent" sign consistent with the Community-Wide Standard shall be permitted provided (i) the sign has a maximum area of four (4) square feet and a maximum height of four (4) feet above ground level, and (ii) the content of the sign states only that the Lot or residence is "For Sale" or "For Rent" and the name and telephone number of the person to contact for additional information. "For Sale" or "For Rent" signs including any additional information shall not be permitted in the Community. Notwithstanding anything provided herein to the contrary, no sign shall be displayed on or from within any structure on a Lot.

Section 5. Vehicles. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, limousines and automobiles. Vehicles shall not be parked on any streets within the Community. Vehicles shall not be parked on the Common Property. For Lots on which a garage has been constructed, vehicles shall not be parked on any portion of the Lot other than in the garage; provided, however, if, and only if, the Occupants of a Lot have more vehicles than the number of garage parking spaces, those excess vehicles which are an Occupant's primary means of transportation on a regular basis may be parked on the driveway on the Lot. Garage doors shall be kept closed at all times, except during times of ingress and egress from the garage. For Lots on which a garage has not been constructed, vehicles must be parked only on paved areas required and approved as part of the original construction for such Lot. All parking shall be subject to such rules and regulations as the Board may adopt.

Notwithstanding anything provided herein to the contrary, no towed vehicle, boat, boat trailer, recreational vehicle, motor home, mobile home, bus, truck with camper top, commercial vehicle, truck (except pick-up trucks and sport utility vehicles), trailer, motorcycle, minibike, scooter, go-cart or similar recreational vehicle shall be permitted on any Lot, except if kept in an enclosed garage, for periods longer than forty-eight (48) consecutive hours (the intent of this provision is that the aforementioned vehicles may not be stored on a Lot except if in a garage and the temporary removal of such vehicle from a Lot to break the continuity of the forty-eight (48) consecutive hours shall not be sufficient to establish compliance with this restriction). Any such vehicle shall be considered a nuisance and may be removed from the Community.

No vehicle may be left upon any portion of the Community, except in a garage, if it is unlicensed or if it is in an condition such that it is incapable of being operated upon the public highways. Any such vehicle shall be considered a nuisance and may be removed from the Community.

No motorized vehicles shall be permitted on pathways or unpaved Common Property except for public safety vehicles and vehicles authorized by the Board.

Section 6. Leasing. Lots may be leased for residential purposes. All leases shall require, without limitation, that the tenant acknowledge receipt of

a copy of the Declaration, Bylaws, use restrictions, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing.

Section 7. Occupants Bound. All provisions of the Declaration, Bylaws, and of any rules and regulations, use restrictions or design guidelines promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be levied against the Owner.

Section 8. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, except that dogs, cats, or other usual and common household pets in reasonable number, as determined by the Board, may be kept on a Lot; provided, however, those pets which are permitted to roam free, or, in the sole discretion of the Board endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners or Occupants of other Lots or the owner of any property located adjacent to the Community may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Lot be confined on a leash. Without prejudice to the Board's right to remove any such household pets, no household pet that has caused damage or injury may be walked in the Community.

Section 9. Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such Owner's 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 noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law.

Section 10. 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.

Section 11. Antennas. The Board may issue rules regarding the erection of exterior antennas, including, without limitation, satellite dishes; provided such rules do not prevent reception of acceptable quality signals or cause an unreasonable delay or cost. Unless screened and located to provide minimum visual impact on neighboring properties and streets, no exterior antennas of any kind, including without limitation, satellite dishes, shall be placed, allowed, or maintained upon any portion of the Community, including any Lot; provided such screening and location do not prevent reception of acceptable quality signals or cause an unreasonable delay or cost. In no event shall any such antenna or satellite dish in excess of one (1) meter in size be permitted in the Community except if installed by the Declarant or the Board as provided in this Section. Declarant and the Board shall have the right (but shall not be obligated), to erect a master antenna, satellite dish or other similar master system for the

benefit of the entire Community. Each Owner and Occupant acknowledges that this provision benefits all Owners and Occupants and each Owner and Occupant agrees to comply with this provision despite the fact that the erection of an outdoor antenna or similar device would be the most cost-effective way to transmit or receive the signals sought to be transmitted or received.

Section 12. Tree Removal. No trees shall be removed from any portion of the Community without the prior written consent of the ARC except for (a) trees that are located within ten (10) feet of a drainage area, a septic field, a sidewalk, a residence or a driveway, (b) diseased or dead trees, and (c) trees removed by Declarant.

Section 13. Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves for the benefit of Declarant and the Association and their respective successors and assigns a perpetual easement across the Community property for the purpose of altering drainage and water flow. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

Section 14. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 15. Garbage Cans, Woodpiles, Etc. All garbage cans, woodpiles, swimming pool pumps, filters and related equipment, air conditioning compressors and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. Household trash, garbage, debris, or other waste matter of any kind may not be burned within the Community, except during the initial construction on a Lot.

Section 16. Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the ARC. Declarant, however, hereby expressly reserves the right to replat any Lot or Lots owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 17. Guns. The use of firearms in the Community is prohibited. The term "firearms" includes without limitation "B-B" guns, pellet guns, and small firearms of all types.

Section 18. Fences. No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the ARC. The ARC may issue guidelines detailing acceptable fence styles or specifications, but in no event may a chain link or barbed wire fence be approved.

Section 19. Utility Lines. Except as may be permitted by the ARC, no overhead utility lines, including lines for cable television, shall be permitted within the Community, except for temporary lines as required during construction and lines installed by or at the request of Declarant.

Section 20. Air-Conditioning Units. Except as may be permitted by the ARC, no window air conditioning units may be installed.

Section 21. Lighting. Except as may be permitted by the ARC, exterior lighting visible from the street shall not be permitted except for (a) approved lighting as originally installed on a Lot; (b) one (1) decorative post light, (c)

street lights in conformity with an established street lighting program for the Community; (d) seasonal decorative holiday lights (which must be removed within fifteen (15) days after the date of the holiday); or (e) front house illumination of model homes.

Section 22. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation or plastic animal decorations shall be permitted on the exterior of any property. Exterior sculpture, fountains, flags, bird baths, bird houses and similar items must be approved in advance by the ARC.

Section 23. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the ARC.

Section 24. Swimming Pools. No swimming pool shall be constructed, erected or maintained upon any Lot without the prior written consent of the ARC and in no event shall any above-ground swimming pool be permitted.

Section 25. Gardens, Play Equipment and Pools. No vegetable garden, hammock, statuary, play equipment (including, without limitation, basketball goals), or pool shall be constructed, erected or maintained upon any Lot unless the type and location thereof has been previously approved by the ARC.

Section 26. Mailboxes. All mailboxes located on Lots shall be of a similar style approved by the ARC and shall be installed initially by the original home builder. Replacement mailboxes may be installed after the type has been approved in writing by the ARC.

Section 27. Exteriors. Any change to the exterior color of any improvement located on a Lot, including, without limitation, the dwelling or any fence located on a Lot, must be approved by the ARC.

Section 28. Clotheslines. No exterior clotheslines of any type shall be permitted upon any Lot.

Section 29. Exterior Security Devices. No exterior security devices, including, without limitation, window bars, shall be permitted on any residence or Lot. Signs placed on the Lot or the exterior of the residence stating that such residence is protected by a security system shall not be deemed to constitute an exterior security device.

Section 30. Entry Features. Owners shall not alter, remove or add improvements to any entry features constructed by the Declarant on any Lot, or any part of any easement area associated therewith without the prior written consent of the ARC.

Section 31. Window Treatments. No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades, or any other purpose. The side of all window treatments which can be seen at any time from the outside of any structure located on a Lot must be white or off-white.

Section 32. Fuel or Water Tanks. No fuel tanks or water tanks shall be stored or maintained upon any Lot in such a manner as to be visible from any public street or any other Lot, unless used by the Declarant or its designees, temporarily, in the ordinary course of developing the Community.

Section 33. Outbuildings and Similar Structures. No structure of a temporary nature, unless approved in writing by the ARC, shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage, barn or other structure may be used as a residence, either temporarily or permanently;

provided, however, this Section shall not be construed to prohibit living quarters above a garage that have been approved by the ARC. In addition, this Section shall not be construed to prevent the Declarant and those engaged in development, construction, marketing, property management, or sales within the Community from using sheds, trailers or other temporary structures for any of the foregoing purposes. In addition, nothing in this Declaration shall be construed to prevent the Declarant and its designees from developing, constructing, marketing, or maintaining model homes or speculative housing within the Community.

Section 34. Lake. This Section of the Declaration and rules, use restrictions and design guidelines issued by the Board and the ARC shall govern the use of Lake Lanier and the U.S. Army Corps of Engineers shoreline thereof adjacent to the Community, in addition to any rules of any governmental entity or agency having jurisdiction thereof.

Owners are prohibited from withdrawing water from Lake Lanier for irrigation of lawns and gardens or for any other purpose. No docks and or boatslips shall be permitted except docks and/or Boatslips originally installed by or on behalf of Declarant and no boat access to Lake Lanier shall be permitted except from such docks or Boatslips installed by Declarant, if any. Retaining walls and similar structures shall not be installed without the prior written consent of the ARC. No boats shall be permitted on any portion of the Community without the prior written consent of the Board and then only in accordance with such rules and regulations it may adopt.

Notwithstanding anything contained in this Declaration to the contrary, no vegetable gardens, hammocks, statuary, swing sets or similar play equipment, basketball goals or similar athletic equipment, boats or boating equipment, pools, fences, clothes drying equipment, dog houses, dog runs or other pet enclosures, signs, retaining walls or any other structure or thing which, in the sole discretion of the Board or ARC, tends to detract from the appearance of the Community shall be permitted on any Lake Lot, without the prior written consent of the ARC. Notwithstanding anything contained in this Declaration to the contrary, the ARC, the Board or its designee, in enforcing the use restrictions contained in this Article VI of the Declaration or promulgating, adopting or enforcing rules and regulations, may apply a stricter standard to any Lake Lot, if, in the sole discretion of the ARC, the Board or its designee, such is necessary to uphold the appearance of the Community.

Declarant, its affiliates, the Owners, the Association, the Board, the ARC and the officers, directors, shareholders, members, employees, agents, successors and assigns of any of them, shall not be held liable in any manner whatsoever, and hereby disclaims any and all such liability and responsibility, for any loss, damage, or injury to any Person or property arising out of the authorized or unauthorized use of Lake Lanier and/or the U.S. Army Corps of Engineers shoreline thereof adjacent to the Community. Each Owner of a Lot, by acceptance of a deed therefor, on behalf of such Owner and such Owner's family members, guests, and invitees, hereby agrees not to bring any action or suit against Declarant, its affiliates, other Owners (and such Owner's family members, guests and invitees), the Association, the Board, the ARC, and the officers, directors, shareholders, members, employees, agents, successors and assigns of any of them, and hereby releases, remises, quitclaims, and covenants not to sue any or all of the foregoing, for any claims, demands, and causes of action arising out of or in connection with the authorized or unauthorized use of Lake Lanier and/or the U.S. Army Corps of Engineers shoreline thereof adjacent to the Community and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

Article VII
Insurance and Casualty Losses

Section 1. Association Insurance. The Board of Directors or the duly authorized agent of the Association shall have the authority to and shall obtain or cause to be obtained insurance for all insurable improvements which the Association is obligated to maintain whether or not such improvements are located on Common Property. This insurance shall provide, at a minimum, fire and extended coverage, including vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

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

The Board is hereby authorized to contract with or otherwise arrange to obtain the insurance coverage required hereunder through the Declarant and to reimburse Declarant for the cost thereof, and Declarant shall be authorized, but not obligated, to purchase such insurance coverage for the benefit of the Association and the Owners upon Declarant and the Association agreeing upon the terms and conditions applicable to reimbursement by the Association for costs incurred by Declarant in obtaining such coverage. Notwithstanding anything contained in this Declaration to the contrary, the Board shall not be required to comply with the provisions of this Article if the Board has contracted for or otherwise arranged to obtain the required insurance coverage through the Declarant.

Premiums for all insurance shall be common expenses of the Association. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as trustee for the respective benefitted parties, as further identified in subparagraph (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company authorized to do business in Georgia.

(b) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(c) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

(d) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by one (1) or more qualified persons, at least one (1) of whom must be in the real estate industry and familiar with construction in the county where the Community is located.

(e) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) that no policy may be cancelled, invalidated, or suspended on account of any one (1) or more individual Owners;

(iv) that no policy may be cancelled, subjected to nonrenewal, invalidated, or suspended on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Owner or Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that no policy may be cancelled, subjected to nonrenewal or substantially modified without at least thirty (30) days' prior written notice to the Association.

In addition to the other insurance required by this Section, the Board 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 be determined in the directors' best business judgment, and, if available, shall at least equal three (3) months' assessments plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled, subjected to nonrenewal or substantially modified without at least thirty (30) days' prior written notice to the Association. The Association shall also obtain construction code endorsements, steam boiler coverage, and flood insurance, if and to the extent necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs ("VA"), or the U.S. Department of Housing and Urban Development ("HUD").

Section 2. Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of individual Lots, and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Lot and all structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an "all-risk" policy, if reasonably available, including vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. If all-risk coverage is not reasonably available, Owners shall obtain, at a minimum, fire and extended coverage. The policies required hereunder shall be in effect at all times. Authority to adjust losses under policies obtained by an Owner shall be vested in the Owner. The Association shall have the right, but not the obligation, at the expense of the Owner, to

acquire the insurance required to be maintained by the Owner if the Owner fails to provide a valid policy to the Association with a prepaid receipt within ten (10) days after receipt by the Owner of a written request from the Association. If the Association does acquire insurance on behalf of any Owner, the cost thereof shall be assessed against the Owner and the Lot as a specific assessment.

Section 3. Damage and Destruction -- Insured by Association.

(a) In General. Immediately after damage or destruction by fire or other casualty to all or 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.

(b) Repair and Reconstruction. 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, at least seventy-five percent (75%) of the Total Association Vote otherwise agree. 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 shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

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 Association's members, levy a special assessment against all Owners in proportion to the number of Lots owned by such Owners. Additional assessments may be made in like manner 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 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, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Community by the Association in a neat and attractive condition.

Section 4. Damage and Destruction -- Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within seventy-five (75) days after such damage or destruction or, where repairs cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within seventy-five (75) days after such damage or destruction. In the event of noncompliance with this provision, the Board of Directors shall have all enforcement powers specified in Article XII, Section 1 of this Declaration.

Section 5. Insurance Deductible. The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among the Persons who are responsible hereunder, or

under any declaration or contract requiring the Association to obtain such insurance, for maintenance of the damaged or destroyed property.

Article VIII
Condemnation

In the event of a taking by eminent domain of any portion of the Common Property on which improvements have been constructed, then, unless within sixty (60) days after such taking, at least seventy-five percent (75%) of the Total Association Vote shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Property to the extent lands are available therefor. The provisions of Article VII, Section 3 above, applicable to improvements damage, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

Article IX
Annexation and Withdrawal of Property

Section 1. Unilateral Annexation By Declarant.

(a) 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 until fifteen (15) years after the recording of this Declaration to subject all or any portion of the real property described in Exhibit "C", attached hereto and by reference made a part hereof to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the county in which the property to be annexed is located a Supplementary Declaration describing the property being subjected. Any such annexation shall be effective upon the filing for record of such Supplementary Declaration unless otherwise provided therein. As long as covenants applicable to the real property previously subjected to this Declaration are not changed and as long as 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.

(b) The rights reserved unto Declarant to subject additional land to the Declaration shall not impose any obligation upon Declarant to subject any of such additional land to this Declaration or to the jurisdiction of the Association. If such additional 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, whether such uses are consistent with the covenants and restrictions imposed hereby or not.

Section 2. Other Annexation. Subject to the consent of the owner(s) thereof and the consent of the Declarant (so long as the Declarant owns any property for development and/or sale in the Community or has the right unilaterally to annex additional property to the Community), upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the Lots (other than Lots owned by Declarant so long as the consent of Declarant is required), the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the county in which the property to be annexed is located a Supplementary Declaration describing the property being annexed. Any such Supplementary Declaration shall be signed by the President of the Association whose signature shall be attested by the Secretary of the Association, and any such annexation shall be effective only upon the filing for record of such Supplementary Declaration, unless a later effective date is provided therein.

Section 3. Withdrawal of Property. Declarant reserves the right to amend this Declaration so long as it has a right to annex additional property pursuant

to this Article for the purpose of removing any portion of the Community then owned by Declarant or the Association from the coverage of this Declaration, to the extent originally included in error or 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.

Article X **Mortgagee Provisions**

The following provisions are for the benefit of holders of first Mortgages on Lots in the Community. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage, who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by the Owner of the encumbered Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;

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

(d) any proposed action which would require the consent of a specified percentage of Mortgage holders.

Section 2. No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

Section 3. Notice to Association. Upon request, each Lot Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

Section 4. Applicability of Article X. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or Georgia law for any of the acts set out in this Article.

Section 5. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

Section 6. Amendments by Board. Should the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, HUD or VA subsequently delete any of their respective requirements which necessitate the provisions of

this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Article XI
Easements

Section 1. Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Lot and such portion or portions of the Common Property adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Property or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, tenant, or the Association.

Section 2. Easements for Use and Enjoyment.

(a) Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to each Lot, subject to the following provisions:

(i) the right of the Association to charge reasonable admission and other fees for the use of any portion of the Common Property, to limit the number of guests of Lot Owners and tenants who may use the Common Property, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his family, tenants, guests, and invitees;

(ii) the right of the Association to suspend the voting rights of a Lot Owner and the right of an Owner to use the recreational facilities available for use by the Community, if any, for any period during which any assessment against such Owner's Lot which is hereby provided for remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, Bylaws, or rules and regulations;

(iii) 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 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, or any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Lot Owner encumbering any Lot or other property located within the Community (Any provision in this Declaration or in any such Mortgage given by the Association to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of Declarant, or any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Lot Owner encumbering any Lot or other property located within the Community.);

(iv) the right of the Association to dedicate or grant licenses, permits or easements over, under and through the Common Property to governmental entities for public purposes; and

(v) the right of the Association to dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by the affirmative vote of members who are Owners of at least two-thirds (2/3) of the Lots (other than Lots of Declarant so long as the consent of Declarant is required) and the consent of Declarant (so long as Declarant owns any property for development and/or sale in the Community or has the right unilaterally to annex additional property to the Community).

(vi) if the Boatslips are conveyed to the Association as Common Property as provided in Article XII, Section 18 of this Declaration, the right of the Declarant and the Association to reserve each Boatslip for the exclusive use or primary benefit of a Lot or various Persons as the Declarant and/or Board may see fit.

(b) Any Lot Owner may delegate such Owner's right of use and enjoyment in and to the Common Property and facilities located thereon to the members of such Owner's family and to such Owner's tenants and guests and shall be deemed to have made a delegation of all such rights to the Occupants of such Owner's Lot, if leased.

Section 3. Easements for Utilities. There is hereby reserved to the Declarant and the Association blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, 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. It shall be expressly permissible for the Declarant, the Association, or the designee of either, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board shall have the right to grant such easement.

Section 4. Easement for Entry. In addition to the right of the Board to exercise self-help as provided in Article XII, Section 2 hereof, the Board shall have the right, but shall not be obligated, to enter upon any property within the Community for emergency, security, and safety reasons, which right may be exercised by the manager, 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, and the entering party shall be responsible for any damage caused. This right of entry shall include the right of the Board to enter to cure any condition which may increase the possibility of a fire, slope erosion, or other hazard in the event an Owner or Occupant fails or refuses to cure the condition upon request by the Board.

Section 5. Easement for Maintenance. Declarant hereby expressly reserves a perpetual easement for the benefit of the Association across such portions of the Community, determined in the sole discretion of the Association, as are necessary to allow for the maintenance required under Article V. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment to Lots, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

Section 6. Easement for Entry Features. There is hereby reserved to Declarant and the Association an easement for ingress, egress, installation,

construction landscaping and maintenance of entry features and similar streetscapes for the Community, over and upon each Lot in the Community on which Declarant has installed entry features and similar streetscapes. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around such entry features and the right to grade the land under and around such entry features.

Section 7. Easement for Declarant and Pedestrian Access to Lakes.

(a) Declarant hereby expressly reserves a perpetual easement for itself and its successors and assigns on, over, across and under such portions of the Community, determined in the sole discretion of Declarant (or its successors and assigns), as is reasonably required for any maintenance of any lake, lakebed, dam or shoreline located within or adjacent to the Community which the Declarant may wish to undertake or be required to perform. Such maintenance, if performed, shall be performed with a minimum of interference to the quiet enjoyment of Owners' property, reasonable steps shall be taken to protect such property, and damage to such property shall be repaired by the Person causing the damage at its sole expense.

(b) Declarant hereby expressly reserves perpetual pedestrian easements for access to Lake Lanier and/or the U.S. Army Corps of Engineers shoreline thereof adjacent to the Community for the benefit of Declarant, its affiliates, the Association, and the Owners, if and to the extent any such easements are shown on any plat for the Community recorded by the Declarant in the land records of the county where the property containing the easement is located.

Section 8. Easement for Private Streets, Lanes and Alleys. Certain private streets, lanes or alleys may be constructed by Declarant across Lots in the Community. Declarant hereby expressly reserves and creates joint and reciprocal easements in perpetuity for the benefit of each Lot Owner for vehicular and pedestrian traffic in, upon, over and across any such private streets, lanes or alleys that are shown on any recorded plat for the Community. Said private streets, lanes or alleys shall continue to be used for this purpose by the Owners. In connection with the reservation of this easement, it is acknowledged and agreed that the Owners of the Lots burdened by this easement will be required to utilize the easement for access to, and ingress and egress, to and from their Lot and that such easement is critical to the future use and enjoyment of such Owner's Lot. No Owner of any such Lot shall be allowed to change, alter or diminish the right of the Owners to the use and enjoyment of said private streets, lanes or alleys.

Section 9. Construction and Sale Period Easement. Notwithstanding any provisions contained in this Declaration, the Bylaws, the Articles of Incorporation of the Association, use restrictions, rules and regulations, design guidelines, and any amendments thereto, until Declarant's right unilaterally to subject property to this Declaration as provided in Article IX terminates and thereafter so long as Declarant owns any property in the Community for development and/or sale, Declarant reserves an easement across all Community property for Declarant and any builder or developer approved by Declarant to maintain and carry on, upon such portion of the Community as Declarant may reasonably deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant's and such builder's or developer's development, construction, and sales activities related to property described on Exhibit "B" and Exhibit "C" to this Declaration, including, but without limitation: (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 driveways, 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, 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 or for access and use over all roadways located in the Community; (e) the right, in the sole discretion of Declarant, to construct recreational facilities on Common Property; (f) the right to carry on sales and promotional activities in the Community; and (g) the right to construct and operate business offices, signs, construction trailers, model residences, and sales offices. Declarant and any such builder or developer may use residences, offices, or other buildings owned or leased by Declarant or such builder or developer as model residences and sales offices and may also use recreational facilities, if any, available for use by the Community as a sales office without charge. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense. This Section shall not be amended without the Declarant's express written consent until the Declarant's rights hereunder have terminated as hereinabove provided.

Article XII **General Provisions**

Section 1. Enforcement. Each Owner and Occupant shall comply strictly with the Bylaws, the rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed to such Owner's Lot, if any. The Board of Directors may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the Bylaws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or, in a proper case, by an aggrieved Owner. In any such action for damages or injunctive relief brought by the Association, the Association shall be entitled to recover reasonable attorney's fees actually incurred and court costs incurred by the Association in bringing such action. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record in the appropriate land records a notice of violation of the Declaration, Bylaws, rules and regulations, use restrictions, or design guidelines and to assess the cost of recording and removing such notice against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

Section 2. Self-Help. In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon any Lot or any other portion of the Community to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates this Declaration, the Bylaws, the rules and regulations, or the use restrictions. Unless an emergency situation exists, the Board shall give the violating Lot Owner ten (10) days' written notice of its intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after reasonable notice. All costs of self-help, including, without limitation, reasonable attorney's fees actually incurred, shall be assessed against the violating Lot Owner and shall be collected as provided for herein for the collection of assessments.

Section 3. Duration. The covenants and restrictions of this Declaration shall run with and bind the Community, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal

representatives, heirs, successors, and assigns, perpetually to the extent provided by law; provided, however, if 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 provisions shall be (a) automatically extended for successive periods of twenty (20) years, unless a written instrument reflecting disapproval signed by the then Owners of at least two-thirds (2/3) of the Lots and the Declarant (so long as the Declarant owns any property for development and/or sale in the Community or has the right unilaterally to annex additional property to the Community) has been recorded within the year 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 as otherwise provided by law. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

Section 4. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure or guarantee Mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing. Further, so long as Declarant has the right unilaterally to subject additional property to this Declaration as provided in Article IX hereof, 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 Lot Owner hereunder, nor shall it adversely affect title to any Lot without the consent of the affected Lot Owner.

The Board shall be authorized to amend this Declaration without the consent of the members for the purpose of submitting the Community to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-320 et seq. (1994) and conforming this Declaration to any mandatory provisions thereof. Any such amendment shall require the written consent of the Declarant so long as the Declarant has the unilateral right to annex additional property to the Community or owns any property which is subject to this Declaration or which may be unilaterally subjected to this Declaration by Declarant.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the Lots (other than Lots of Declarant so long as the consent of Declarant is required) and the consent of Declarant (so long as the Declarant owns any property for development and/or sale in the Community or has the right unilaterally to annex additional property to the Community).

Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein. No provision of this Declaration which reserves or grants special rights to the Declarant shall be amended without the Declarant's prior written approval so long as the Declarant owns any property for development and/or sale in the Community or has the right

unilaterally to annex additional property to the Community. Any lawsuit challenging any aspect of an amendment to this Declaration must be filed in the Superior Court of Dawson County, Georgia within one (1) year of the date of recordation of such amendment in the Dawson County, Georgia land records.

Section 5. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 6. 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.

Section 7. 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.

Section 8. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 9. Indemnification. To the fullest extent allowed by applicable Georgia law, the Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

Section 10. Books and Records.

(a) **Inspection by Members and Mortgagees.** This Declaration, the Bylaws, copies of rules and use restrictions, membership register, books of account, and minutes of meetings of the members of the Board and of committees shall be made available for inspection and copying by any member of the Association or by the duly appointed representative of any member and by holders, insurers, or guarantors of any first Mortgage at any reasonable time and for a purpose reasonably related to such Person's interest as a member or holder, insurer, or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records;

and
(ii) hours and days of the week when such an inspection may be made;

(iii) payment of the cost of reproducing copies of documents.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extra copies of documents at the reasonable expense of the Association.

Section 11. Financial Review. A review of the books and records of the Association shall be made annually in the manner as the Board of Directors may decide; provided, however, after having received the Board's financial statements at the annual meeting, by a majority of the Total Association Vote, the Owners may require that the accounts of the Association be audited as a common expense by a certified public accountant. Upon written request of any institutional holder of a first Mortgage and upon payment of all necessary costs, such holder shall be entitled to receive a copy of audited financial statements within ninety (90) days of the date of the request.

Section 12. Notice of Sale or Lease. In the event an Owner sells or leases such Owner's Lot, the Owner shall give to the Association, in writing, prior to the effective date of such sale or lease, the name of the purchaser or lessee of the Lot and such other information as the Board may reasonably require. Upon acquisition of a Lot, each new Owner shall give the Association, in writing, the name and mailing address of the Owner and such other information as the Board may reasonably request.

Section 13. Agreements. Subject to the prior approval of Declarant (so long as Declarant owns any property for development and/or sale in the Community or has the right unilaterally to annex additional property to the Community) 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.

Section 14. Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation of the Association, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

Section 15. Variances. Notwithstanding anything to the contrary contained herein, the Board of Directors or its designee 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 would not be inconsistent with the overall scheme of development for the Community.

Section 16. 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. This Section shall not apply, however, to (a) actions brought by the Association to enforce the

provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article IV hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant pursuant to Article XII, Section 4 hereof, or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 17. Security. The Declarant or the Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety in the Community. Notwithstanding the providing of any such measures or taking of any such action by Declarant or the Association, each Owner, for himself or herself and his or her tenants, guests, licensees and invitees, acknowledges and agrees that neither the Declarant nor the Association is a provider of security and shall have no duty to provide security in the Community. It shall be the responsibility of each Owner to protect his or her person and property and all responsibility to provide security shall lie solely with each Lot Owner. Neither the Declarant nor the Association shall be held liable for any loss or damage by reason of the failure to provide adequate security or ineffectiveness of security measures undertaken or provided.

Section 18. Boatslips. Declarant may, but shall not be obligated to, construct Boatslips over the waters of Lake Lanier in conjunction with the development of the Community. Unless conveyed to the Association, the Boatslips shall not constitute Common Property. Rights to use any such Boatslips will be granted only to such Persons, and on such terms and conditions, as determined by the owner of such Boatslips. No Person gains any ownership interest, proprietary interest, beneficial interest or other vested interest in, or any right to enter or to use, any such Boatslips solely by virtue of membership in the Association or ownership or occupancy of a Lot. All Persons, including all Owners, are hereby advised that no representations or warranties, either written or oral, have been or are made by Declarant or any other Person with regard to the nature or size of the improvements, or to the continuing ownership or operation, of any such Boatslips. No purported representation or warranty, written or oral, with regard to such Boatslips shall ever be effective without an amendment hereto executed or joined into by the Declarant.

If the Boatslips are conveyed to the Association, the Boatslips shall be a part of the Common Property, but each Boatslip may be reserved for the exclusive use or primary benefit of a Lot or various Persons as the Board may see fit, all in the manner set forth in and in accordance with rules and regulations of the Association adopted by the Board governing Boatslips. Access to and use of the Boatslips, if any, will be strictly subject to the rules and procedures of the Association adopted by the Board and to any contracts entered into by the Association and/or Declarant.

Section 19. Use of Recreational Facilities By Nonmembers. For so long as Declarant has an option to unilaterally subject additional property to this Declaration as provided in Article IX above, Declarant shall have the right to grant to Persons who are not members of the Association the right to use the Community recreational facilities (if any) constructed by Declarant. The extent and duration of nonmember use and the fee to be charged therefor shall be determined solely by Declarant. Declarant may grant nonmember use rights to individuals as an easement appurtenant to such Persons' real property so that such use rights shall automatically inure to the benefit of both the original grantees and their respective successors-in-title to such real property. For so long as Declarant owns such recreational facilities, nonmember user fees shall be paid to Declarant. If such recreational facilities are conveyed to the Association, nonmember user fees due and payable after the date of such conveyance shall be paid to the Association. Declarant shall determine the amount of nonmember user fees which are due and payable after such conveyance.

Such fees shall be paid in equal annual installments to the Association. The amount of such installment payments may be increased each year by the Board so long as the percentage increase (as compared to the previous year's installment) does not exceed the percentage increase in the annual assessment levied against members of the Association (as compared to the previous year's assessment).

Any use right granted to nonmembers which extends beyond the termination of Declarant's option to unilaterally subject additional property to this Declaration shall be valid and may not be terminated by the Association so long as the terms and conditions imposed upon nonmember use by Declarant are complied with by the nonmember user.

Declarant hereby expressly reserves unto itself, its successors and assigns a non-exclusive, perpetual right, privilege and easement with respect to the Community for the benefit of Declarant, its successors, assigns and the above discussed nonmember users, over, under, in and/or on the Community (including, without limitation, the above described recreational facilities), without obligation and without charge to the foregoing, for the purposes of taking all actions related to or connected with the granting of nonmember use and the use by such nonmembers as described above. Such right, privilege and easement shall include, without limitation, the right of access, ingress, use and egress of and to the above described recreational facilities and the right of access, ingress, use and egress for vehicular and pedestrian traffic over, under, on or in the Community roads, parking areas and walkways.

Declarant shall not be liable for and is hereby held harmless from any failure of any nonmember to pay a nonmember user fee to the Association where required to do so by this Section. In such case, the Association's sole remedy shall be to suspend the use right of the nonmember who has not timely paid until all amounts owed are paid. Declarant shall also not be liable for and is hereby held harmless from any personal injury or property damage caused by a nonmember entitled to use the Community recreational facilities constructed by Declarant.

Declarant shall have the sole right to grant use rights to the Community recreational facilities constructed by Declarant to nonmembers and the Board shall have no such right. The provisions of this Section shall apply notwithstanding any contrary provisions in this Declaration, the Bylaws, the Articles of Incorporation of the Association, rules and regulations, use restrictions and any amendments to any of the foregoing.

Article XIII **Golf Course**

Declarant contemplates that a Golf Course may be constructed, operated and maintained in or contiguous to portions of the Community. Notwithstanding the above, this Declaration shall not be construed as imposing on Declarant or the Association any obligation or commitment to construct, operate and maintain any Golf Course or to have any Golf Course constructed, operated and maintained. However, with respect to such Golf Course, the provisions of this Article shall apply to the Community and all Owners of property within the Community.

Section 1. Existence of Golf Course. Declarant hereby informs all Owners, and their family members, guests and invitees, that there exist certain hazards or risks associated with the ownership or use of their Lots, the Common Property and other property located adjacent to or near the Golf Course, including, without limitation, the risk of personal injury or property damage from golf balls, golf carts and golf course maintenance equipment. Declarant further informs all Owners that easements have been reserved across property within the Community, including, without limitation, Lots to benefit the Golf Course as set forth in Article XIII, Section 3 below. Each Owner, by acceptance of a deed to such Owner's Lot, specifically acknowledges the existence and acceptance of the foregoing risks, easements and interference with the use and enjoyment of such Owner's Lot and the Common Property by that Owner and that Owner's family members, guests and invitees, which risks and interference arise out of and are

associated with the usual and normal operation, use and maintenance of a Golf Course. Under no circumstances shall any of the following Persons be held liable for any injuries or damages resulting from such risks and interference: the Declarant; the Association or its members (in their capacity as such); the owner of the Golf Course, its successors, successors-in-title, or assigns; any successor Declarant; any builder or contractor (in their capacities as such); and any officer, director or partner of any of the foregoing, or any officer or director of any partner. Provided, however, the foregoing liability limitations are not applicable to any of the named Persons with respect to their actions or omissions as golfers using the Golf Course.

Section 2. Use of Golf Course. The Golf Course shall not constitute Common Property of the Association nor shall any Owner or Occupant have any ownership interest, proprietary interest, beneficial interest or other vested interest in, or any right to enter or to use for any purpose, the Golf Course solely by virtue of membership in the Association or ownership or occupancy of a Lot or by virtue of the Golf Course, or any portion thereof, being shown on a recorded plat of any portion of the Community. Rights to use the Golf Course will be granted only to such Persons, and on such terms and conditions, as determined by the owner of the Golf Course. All Persons, including all Owners, are hereby advised that no representations or warranties, either written or oral, have been or are made by Declarant or any other Person with regard to the nature or size of the improvements, or to the continuing ownership or operation, of any such Golf Course. No purported representation or warranty, written or oral, with regard to such Golf Course shall ever be effective without an amendment hereto executed or joined into by the Declarant.

Neither the Declarant, the Association, nor the owner or operator of the Golf Course guarantees or represents that any view over and across the Golf Course from adjacent Lots or Common Property will be preserved without impairment. The owner of the Golf Course, if any, shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in its sole and absolute discretion, to add trees and other landscaping to the Golf Course from time to time. In addition, the owner of the Golf Course may, in its sole and absolute discretion, change the location, configuration, size and elevation of the tees, bunkers, fairways and greens on the Golf Course from time to time. Any such additions or changes to the Golf Course may diminish or obstruct any view from the Lots or Common Property and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

Section 3. Easements for Golf Course.

(a) Every Lot and the Common Property are burdened with an easement permitting golf balls unintentionally to come upon such Common Property or Lots and for golfers at reasonable times and in a reasonable manner to come upon the Common Property or the portions of a Lot not containing a structure to retrieve errant golf balls; provided, however, if any Lot is fenced or walled, the golfer shall seek the Owner's permission before entry. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall any of the following Persons be held liable for any damage or injury resulting from errant golf balls or the exercise of this easement: the Declarant; the Association or its members (in their capacity as such); the owner of the Golf Course, its successors, successors-in-title, or assigns; any successor Declarant; any builder or contractor (in their capacities as such); and any officer, director or partner of any of the foregoing, or any officer or director of any partner.

(b) Property immediately adjacent to the Golf Course is hereby burdened with a non-exclusive easement in favor of the Golf Course for overspray of water from any irrigation system serving the Golf Course. Under no circumstances shall the Association or the owner of the Golf Course be held liable for any damage or injury resulting from such overspray or the exercise of this easement.

(c) The Golf Course and its members (regardless of whether such members are Owners hereunder), if any, their guests and invitees, and the employees, agents, contractors, and designees of the owner of the Golf Course shall at all times have a right and nonexclusive easement of access and use over all roadways located within the Community reasonably necessary to travel from/to the entrance to the Community from/to the Golf Course, respectively, and over those portions of the Community (whether Common Property or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Golf Course.

(d) The Golf Course owner shall at all times have, and there is hereby reserved, a right and easement over and across any property in the Community, including, without limitation, Lots, located within a distance of twenty-five (25) feet from any boundary of the Golf Course for the purpose of taking any action that the Golf Course owner deems reasonably necessary for the maintenance and operation of the Golf Course or to uphold the appearance of the Golf Course. Such action shall include, without limitation, the planting or removal of trees, the construction of golf cart paths and the retrieval of golf balls. If any golf cart paths are constructed by the owner of the Golf Course within such easement area, the members and guests of the Golf Course shall have a non-exclusive easement of pedestrian and golf cart access over and across such golf cart paths.

Section 4. Additional Use Restrictions Applicable to Golf Course Lots.

(a) There shall be no activities conducted on any portions of the Community that unreasonably disturbs the playing of golf or the enjoyment of the Golf Course by its members and guests, including, without limitation, undue noise, unsightly trash debris, or any other noxious or offensive activity.

(b) Without the prior written consent of the owner of the Golf Course, no objects shall be placed on, and there shall be no improvement or disturbance of, any property in the Community, including, without limitation, Lots, located within a distance of twenty-five (25) feet from any boundary of the Golf Course.

(c) Notwithstanding anything contained in this Declaration to the contrary, the ARC, the Board or its designee, in enforcing the use restrictions contained in Article VI of this Declaration or promulgating, adopting or enforcing rules and regulations, may apply a stricter standard to any Lot adjacent to the Golf Course, if, in the sole discretion of the ARC, the Board or its designee, such is necessary to uphold the appearance of the Community and the Golf Course.

Section 5. Limitations on Amendments. In recognition of the fact that the provisions of this Article are for the benefit of the owner of the Golf Course, no amendment to this Article, and no amendment in derogation of any rights reserved or granted to the owner of the Golf Course by other provisions of this Declaration, may be made without the written approval of the owner of the Golf Course. The foregoing shall not apply, however, to amendments made by the Declarant.

Section 6. Limitation of Liability. Neither the Declarant, the Association, nor any of their members, managers, shareholders, officers, directors, employees, agents, contractors, affiliates, successors or assigns shall be responsible or liable in any way to any Owner or to any other Person for any claims, causes of action, damages to person or property, judgments, liens, losses, injuries, demands, interference, liabilities, or obligations, whatsoever, arising out of or resulting from any one or more of the following: (i) any interference of an Owner's use and enjoyment of the Common Property or any Lot by anyone using the Golf Course, (ii) improper design or operation or use of the Golf Course, (iii) the level of skill of any golfer using the Golf Course, (iv) trespass by any golfer on any portion of the Community, (v) golf balls (regardless of the number and frequency of occurrences) hit or thrown over or onto any portion of the Community; (vi) golf equipment; (vii) Golf Course maintenance equipment and devices; (viii) social events held at the Golf Course; (ix) the exercise by any golfer or the owner of the Golf Course of any easement

reserved or established for golfers or the owner of the Golf Course by this Declaration or shown on any plat of the Community recorded in the Dawson County, Georgia land records. Provided, however, the foregoing liability limitations are not applicable to any of the named Persons with respect to their actions or omissions as golfers using the Golf Course.

IN WITNESS WHEREOF, the undersigned, the Declarant herein, hereby executes this instrument by and through its duly authorized officers and under seal this 27 day of March, 1998.

Signed, sealed and delivered in the presence of:

Amy E. Heicher
WITNESS

Debbie G. King
WITNESS

NOTARY PUBLIC

Notary Public, Jackson County, Georgia [Corporate Seal]

My Commission Expires: My Commission Expires October 3, 1998

[Notarial Seal]

Chestatee Development Corporation, a Georgia corporation

By: Brian Ferris

Title: President



EXHIBIT "A"
Definitions

The following words, when used in this Declaration or in any Supplementary Declaration (unless the context shall prohibit), shall have the following meanings:

(a) "Association" shall mean Chestatee Community Association Inc., a nonprofit Georgia corporation, its successors and assigns.

(b) "Board of Directors" or "Board" of the Association shall be the appointed or elected body, as applicable, having its normal meaning under Georgia law.

(c) "Boatslip" shall mean the boatslips, if any, constructed by or on behalf of Declarant over the waters of Lake Lanier in conjunction with the development of the Community, and which are owned or controlled by Declarant and/or the Association.

(d) "Builder" shall mean any Person which purchases and/or has purchased a Lot for the sole purpose of constructing improvements thereon for immediate sale to consumers, or purchases parcels of land within the Community for further subdivision, development and/or resale, all in the ordinary course of such Person's business.

(e) "Bylaws" shall refer to the Bylaws of Chestatee Community Association Inc., attached to this Declaration as Exhibit "D" and incorporated herein by this reference.

(f) "Common Property" shall mean any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.

(g) "Community" shall mean and refer to that certain real property and interests therein described in Exhibit "B", attached hereto, and (i) such additions thereto as may be made by Declarant by Supplementary Declaration of all or any portion of the real property described in Exhibit "C" attached hereto; and (ii) such additions thereto as may be made by the Association by Supplementary Declaration of other real property.

(h) "Community-Wide Standard" shall mean 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. Such determination, however, must be consistent with the Community-Wide Standard originally established by the Declarant.

(i) "Declarant" shall mean and refer to Chestatee Development Corporation, a Georgia corporation, and its successors-in-title and assigns, provided that in a recorded instrument, such successor-in-title or assignee is designated as the "Declarant" hereunder; and, provided, further, upon the effective date of the designation of such successor Declarant, all rights of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that there shall be only one "Declarant" hereunder at any one point in time.

(j) "Golf Course" shall mean and refer to any parcel of land adjacent to or within the Community which is operated as a golf course, and all related and supporting facilities and improvements operated in connection with such golf course.

(k) "Lake Lot" shall mean a Lot containing any real property which abuts Lake Lanier or the U.S. Army Corps of Engineers shoreline of Lake Lanier.

(l) "Lot" shall mean any plot of land within the Community, whether or not improvements are constructed thereon, which constitutes or will constitute, after the construction of improvements, a single-family dwelling site as shown on a plat recorded in the land records of the county where the Community is located. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, all of the right, title, and interest of an Owner in the Common Property, which shall include, without limitation, membership in the Association.

(m) "Mortgage" means any mortgage, deed to secure debt, deed of trust, and any and all other similar instruments used for the purpose of encumbering real property in the Community as security for the payment or satisfaction of an obligation.

(n) "Mortgagee" shall mean the holder of a Mortgage.

(o) "Occupant" shall mean any Person occupying all or any portion of a residence 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.

(p) "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot located within the Community, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.

(q) "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), limited liability company, association, trust, or other legal entity.

(r) "Supplementary Declaration" means an amendment or supplement to this Declaration which subjects additional property to this Declaration or imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or both.

(s) "Total Association Vote" means all of the votes attributable to members of the Association (including votes of Declarant), and the consent of Declarant so long as Declarant owns any property for development and/or sale in the Community or has the right to unilaterally annex additional property to the Community.

EXHIBIT "B"

Property Submitted

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 458, 459, 514 and 515 of the North Thirteenth District, Dawson County, Georgia, and being known as Chestatee I, Unit Two as shown on that certain Final Plat for Chestatee I, Unit Two, dated February 6, 1998, prepared by Cecil R. Kelly, L.S., which plat was recorded in Plat Book 40, Pages 69 and 71, Dawson County, Georgia land records;

Together With:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 516, 517, 518 and 579 of the North Thirteenth District, Dawson County, Georgia, and being known as Chestatee II, as shown on that certain Final Plat for Chestatee II, dated August 20, 1997, prepared by Cecil R. Kelly, L.S., which plat was recorded in Plat Book 40, Pages 67, Dawson County, Georgia land records.

EXHIBIT "C"

Additional Property Which May Unilaterally
Be Submitted by Declarant

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 454, 455, 456, 457, 458, 459, 460, 461, 462, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 572, 573, 574, 575, 576, 579 of the North Thirteenth District, Dawson County, Georgia and Land Lots 25, 26, 27, 28, 35, 36, 37 of the South Thirteenth District, Dawson County, Georgia.

GEORGIA, DAWSON COUNTY
CLERK'S OFFICE, SUPERIOR COURT
FILED FOR RECORD

Please Return to:

Marlene G. Young, P.C.
Two Midtown Plaza, 15th Floor
1349 West Peachtree Street
Atlanta, Georgia 30309

AT 11:30A M. 3/31/98
Recorded in Deed Book 266 Page 1
This 1 day of April 19 98
Lucy McLeod, CLERK

OWNER CONSENT TO DECLARATION OF PROTECTIVE COVENANTS
FOR CHESTATEE

Highland Homes, Inc., a Georgia corporation (the "Owner") is the owner of those certain tracts or parcels of land lying and being in Land Lots 516, 518 and 579 of the North Thirteenth District of Dawson County, Georgia being more particularly described as follows:

36, 129H
Lots 1, 2, 3, 14, 15, 16, 17, 31, 32, 33, 55, 56 and 70 of Chestatee II as shown on that certain Final Plat for Chestatee II prepared by Cecil R. Kelly, L.S., Georgia Registered Land Surveyor No. 2066, which plat was recorded in Plat Book 40, Page 67, Dawson County, Georgia land records

(the "Property").

Owner desires to consent to that certain Declaration of Protective Covenants for Chestatee ("Declaration") to be recorded by Chestatee Development Corporation contemporaneously herewith in the Dawson County, Georgia land records in which Chestatee Development Corporation, as the "Declarant" under the Declaration, is subjecting property, including the Property, to the terms, provisions, covenants, restrictions and easements of the Declaration.

Owner does hereby declare and consent, on behalf of Owner, Owner's personal representatives, successors, heirs, and assigns, to the Declaration, and agrees on behalf of each of the foregoing, that from and after the date the Declaration is recorded, the Property shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, covenants, and restrictions contained in the Declaration, all of which shall run with the title to the Property and shall be binding upon all persons having any right, title, or interest in the Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns.

IN WITNESS WHEREOF, the undersigned Owner executes this Consent under seal this 15 day of MARCH, 1998.

OWNER: Highland Homes, Inc., a Georgia corporation

By: [Signature]

Title: VICE PRESIDENT

[Corporate Seal]

Signed, sealed and delivered in the presence of:

[Signature]
Witness

Patricia E. Hight
Notary Public

My Commission Expires: 5-1-01

[Notarial Seal]



GEORGIA, DAWSON COUNTY
CLERK'S OFFICE, SUPERIOR COURT
FILED FOR RECORD

At 8:30A M 10/14/98
Recorded in Deed Book 285 Page 609-610
This 14 day of October 1998

Barbara McCarroll, CLERK

After recording, please return to:

Marlene G. Young, P.C.
Two Midtown Plaza, 15th Floor
1349 West Peachtree Street
Atlanta, Georgia 30309

Cross Reference: Deed Book 266
Page 2

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

FOR CHESTATEE

THIS AMENDMENT is made this 8th day of October, 1998, by CHESTATEE DEVELOPMENT CORPORATION, a Georgia corporation hereinafter referred to as "Declarant").

BACKGROUND STATEMENT

On April 1, 1998, Declarant recorded that certain Declaration of Protective Covenants for Chestatee in Deed Book 266, Page 1 et seq., Dawson County, Georgia records (hereinafter as supplemented and/or amended from time to time, the "Declaration").

Pursuant to Article XII, Section 4 of the Declaration, the Declarant may unilaterally amend the Declaration if such amendment does not materially adversely affect the substantive rights of any Lot Owners or adversely affect title to any Lot without the consent of the affected Lot Owner.

Article V, Section 1 of the Declaration provides for the Association to maintain the yards of Lots located in certain sections of the Community, which sections are to be identified in Exhibit "B" to the Declaration or in any Supplementary Declaration annexing property including any such Lots. Declarant desires to amend the Declaration to identify certain property that was described in Exhibit "B" to the Declaration as such property and to otherwise amend the Declaration.

Declarant has determined that the amendments set forth below do not materially adversely affect the substantive rights of any Lot Owners or adversely affect title to any Lot.

NOW, THEREFORE, pursuant to the powers granted under Article XII, Section 4 of the Declaration, and in accordance with the provisions of that section, the Declaration is hereby amended as follows:

1.

Exhibit "B" to the Declaration is hereby amended by adding the following thereto:

The Association shall be responsible for maintaining the yards for all Lots located within the following tract or parcel of land as contemplated in Article V, Section 1 of the Declaration:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 516, 517, 518 and 579 of the North Thirteenth District, Dawson County, Georgia, and being known as Chestatee II, as shown on that certain Final Plat for Chestatee II, dated August 20, 1997, prepared by Cecil R. Kelly, L.S., which plat was recorded in Plat Book 40, Pages 67, Dawson County, Georgia land records.

2.

Article IV of the Declaration is hereby amended by adding the following new Section 10 thereto, as follows:

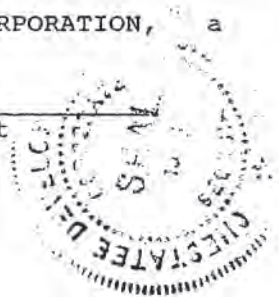
Section 10. Initiation Fee. Upon the first sale of each and every Lot to an Owner who will individually or through tenants or assigns occupy a Lot, an initiation fee in the amount of \$200.00 shall be collected at the closing of such sale for the benefit of the Association. The aggregate fund established by such initiation fee shall be maintained in a segregated account, and shall be for the purpose of insuring that the Association will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Board.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed under seal the day and year first above written.

CHESTATEE DEVELOPMENT CORPORATION, a Georgia corporation

By: Brian Ferris
Brian Ferris, President

[Corporate Seal]



Signed, sealed, and delivered in the presence of:

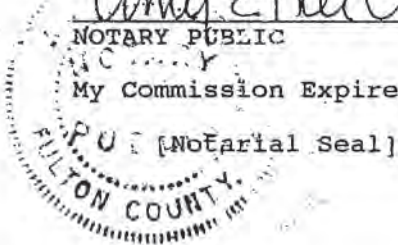
Debbie B. King

WITNESS

Amy Etlicher

NOTARY PUBLIC

My Commission Expires: Notary Public, Fulton County, Georgia
My Commission Expires Sept. 29, 2002



Please return to:

Marlene G. Young, P.C.
Two Midtown Plaza, 15th Floor
1349 West Peachtree Street
Atlanta, Georgia 30309

GEORGIA, DAWSON COUNTY
CLERK'S OFFICE, SUPERIOR COURT
FILED FOR RECORD

AT 8:30A M 12/8/98
Recorded in Deed Book 291 Page 327-328
This 8 day of December 19 98
Bobby McDaniel, CLERK

INDEXING NOTE: Index Grantor Index Under:
Chestatee Development Corporation

Please also cross-reference to: Deed Book 266
Page 2

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR CHESTATEE

THIS AMENDMENT is made this 2nd day of December, 1998 by CHESTATEE DEVELOPMENT CORPORATION, a Georgia corporation (hereinafter referred to as the "Declarant").

BACKGROUND STATEMENT

On April 1, 1998, Declarant recorded that certain Declaration of Protective Covenants for Chestatee in Deed Book 266, Page 2 et seq., Dawson County, Georgia records (hereinafter as supplemented and/or amended from time to time, the "Declaration"). Pursuant to Article XII, Section 4 of the Declaration, the Declarant may unilaterally amend the Declaration if such amendment does not materially adversely affect the substantive rights of any Lot Owners or adversely affect title to any Lot without the consent of the affected Lot Owner. Declarant desires to amend the Declaration as set forth below. Declarant has determined that the amendment set forth below does not materially adversely affect the substantive rights of any Lot Owners or adversely affect title to any Lot.

NOW, THEREFORE, pursuant to the powers granted under Article XII, Section 4 of the Declaration, and in accordance with the provisions of that section, the Declaration is hereby amended as follows:

1.

Article XI of the Declaration is hereby amended by adding the following new Section 10 thereto:

Section 10. Easements for Maintenance and Repair.
There shall be reciprocal appurtenant easements between

adjacent Lots for the purpose of maintaining or repairing the improvements, including, without limitation, landscaping, located on each Lot. Such easements shall extend on a Lot a distance of not more than five (5) feet as measured from any point on the common boundary between the Lots to a line perpendicular to such boundary at such point (but such easements shall not extend on, over or across any structures on a Lot). The easements shall be used only for such period of time as is reasonably necessary in order to complete the needed maintenance or repair. The Owner of the Lot exercising the easement right shall be liable for the prompt repair of any damage to the Lot over which the easement is exercised which is caused by the maintenance or repair work. The damaged portions of such Lot shall be restored to substantially the same condition as existed prior to the damage.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed under seal the day and year first above written.

Signed, sealed, and delivered in the presence of:

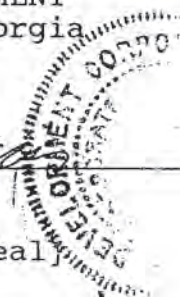
CHESTATEE DEVELOPMENT CORPORATION, a Georgia corporation

Melissa Mayer
WITNESS

By: Sean F...
President

Amy E. Heicher
NOTARY PUBLIC

[Corporate Seal]



My Commission Expires: Notary Public, Fulton County, Georgia
my Commission Expires Sept. 29, 2002

(Notarial Seal)



EXHIBIT "D"

BYLAWS

OF

CHESTATEE COMMUNITY ASSOCIATION, INC.

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BYLAWS
OF
CHESTATEE COMMUNITY ASSOCIATION, INC.

Article I
Name, Membership and Definitions

Section 1. Name. The name of the Association shall be Chestatee Community Association, Inc. ("Association").

Section 2. Membership. The Association shall have one class of membership, as is more fully set forth in that Declaration of Protective Covenants for Chestatee (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.

Section 3. Definitions. The words used in these Bylaws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit.

Article II
Association: Meetings, Quorum, Voting, Proxies

Section 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors, either in the Community or as convenient thereto as possible and practical.

Section 2. First Meeting and Annual Meetings. An annual or special meeting shall be held within one (1) year from the date the Declaration is recorded. Annual meetings shall be set by the Board so as to occur no later than sixty (60) days after the close of the Association's fiscal year.

Section 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of the Board of Directors or upon a petition signed by at least twenty-five percent (25%) of the Total Association Vote (the consent of Declarant shall not be required). The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to the Owner of each Lot (as shown in the Association's records) a notice of each annual or special meeting of the Association stating the time and place where it is to be held, and, in the notice of a special meeting, the purpose thereof. If an Owner wishes notice to be given at an address other than his or her Lot, such Owner shall designate by notice in writing to the Secretary such other address. The mailing or delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than ten (10) nor more than sixty (60) days before a meeting.

Section 5. Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of notice of the time, date, and place thereof, unless such member specifically objects to lack of proper notice at the time the meeting is called to order.

Section 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the members 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.

Section 7. Voting.

(a) Members shall be entitled to one (1) vote for each Lot owned. When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it. If only one (1) co-Owner attempts to cast the vote for a Lot, it shall be conclusively presumed that such co-Owner is authorized on behalf of all co-Owners to cast the vote for such Lot. In the event of disagreement between or among co-Owners and an attempt by two (2) or more of them to cast such vote or votes, such Persons shall not be recognized and such vote or votes shall not be counted.

(b) In the event an Owner is a corporation, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust, or manager of such other legal entity shall be eligible to represent such entity or entities in the affairs of the Association. Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity or entities which are the Owner, and termination of the person's relationship with the Association will create a vacancy in any elected or appointed position within the Association in which such person may have been serving, which position shall be filled by the Board.

(c) No Owner shall be eligible to vote, either in person or by proxy, or to be elected to the Board, if that Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association or if the Owner has had its voting rights suspended for the infraction of any provision of the Declaration, these Bylaws, or any rule of the Association. If the voting rights of an Owner have been suspended, that Owner shall not be counted as an eligible vote for purposes of establishing a majority or a quorum or for purposes of amending these Bylaws or the Declaration.

Section 8. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing, dated, and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of such member's Lot, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

Section 9. Quorum. The presence, in person or by proxy, of ten percent (10%) of the total eligible Association vote shall constitute a quorum at all meetings of the Association. The members 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.

Section 10. Action Without a Formal Meeting. Any action to be taken at a meeting of the members or any action that may be taken at a meeting of the members may be taken without a meeting if one (1) or more consents, in writing, setting forth the action so taken, shall be signed by members holding the voting power required to pass such action at a meeting held on the date that the last

consent is executed and such action is consented to by Declarant if required. Such action shall be effective upon receipt by the Association of a sufficient number of such consents executed by current members unless a later effective date is specified therein. Each signed consent shall be delivered to the Association and shall be included in the minutes of meetings of members filed in the permanent records of the Association.

Section 11. Action by Written Ballot. Any action to be taken at any annual, regular or special meeting of members may be taken without a meeting if approved by written ballot as provided herein. The Association shall deliver a written ballot to each member entitled to vote on the matter. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot 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. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirements; state the percentage of approvals necessary to approve such matter other than the election of directors; and specify the time by which a ballot must be received by the Association in order to be counted. A timely written ballot received by the Association may not be revoked without the consent of the Board of Directors. The results of each action by written 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 III

Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 2 of this Article, the directors must be members or spouses of such members; provided, however, no person and his or her spouse may serve on the Board at the same time.

Section 2. Directors Appointed by Declarant. Declarant shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association until such time as the first of the following events shall occur: (a) the expiration of fifteen (15) years after the date of the recording of the Declaration; (b) December 31 of the year in which all Lots within or to be within the Community shall have been conveyed to Owners other than Declarant and Builders; or (c) the surrender by Declarant in writing of the authority to appoint and remove directors and officers of the Association. Each Owner, by acceptance of a deed to or other conveyance of a Lot, vests in Declarant such authority to appoint and remove directors and officers of the Association. The directors selected by Declarant need not be Owners or residents in the Community.

Section 3. Number of Directors. For as long as the Declarant has the right to appoint or remove any member or members of the Board of Directors, the Board shall consist of as many members as the Declarant shall, from time to time appoint. Thereafter, the Board shall consist of no less than three (3) and no more than seven (7) members; provided, however the number of directors shall always be an odd number.

Section 4. Nomination of Directors. Elected directors shall be nominated from the floor and may also be nominated by a nominating committee, if such a committee is established by the Board. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

Section 5. Election and Term of Office. Owner-elected directors shall be elected and hold office as follows:

(a) At the next annual meeting after Declarant's right to appoint directors and officers terminates (or at a special meeting if one is called for such purpose), the Owners shall elect three (3) directors. All eligible members of the Association shall vote on all directors to be elected, and the candidate(s) receiving the most votes shall be elected. The term of one (1) director shall be fixed at one (1) year, the term of one (1) director shall be fixed at two (2) years, and the term of one (1) director shall be fixed at three (3) years. At the expiration of the initial term of office of each respective Owner-elected member of the Board of Directors, a successor shall be elected to serve for a term of two (2) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

(b) The Board may at any time after the meeting at which the Owners elect directors pursuant to Article III, Section 5(a) of these Bylaws, increase the number of Board members to be elected at the next annual meeting of the Association at which Board members are elected. Any such additional members of the Board shall be elected to serve for a term of two (2) years.

Section 6. Removal of Directors. At any regular or special meeting of the Association duly called, any one (1) or more of the members of the Board of Directors may be removed, with or without cause, by the vote of members holding a majority of the votes entitled to be cast for the election of such director, and a successor may then and there be elected by the members entitled to elect the director to fill the vacancy thus created. A director whose removal has been proposed by the Owners shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than thirty (30) days may be removed by a majority vote of the directors at a meeting, a quorum being present. This Section shall not apply to directors appointed by Declarant.

Section 7. Vacancies. Vacancies in the Board of Directors caused by any reason, excluding the removal of a director by vote of the Association, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors. Each person so selected shall serve the unexpired portion of the term.

B. Meetings.

Section 8. Organization Meetings. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but 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.

Section 10. Special Meetings. Special meetings of the Board of Directors shall be held when requested by the President, Vice President or by any two (2) directors. The notice shall specify the 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 (1) of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's home or office who would reasonably be expected to communicate such notice

promptly to the director; (d) by telegram, charges prepaid; or (e) by commercial delivery service to such director's home or office. 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 into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph company shall be given at least forty-eight (48) hours before the time set for the meeting.

Section 11. Waiver of Notice. The transactions of 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. 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.

Section 12. 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. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time that 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.

Section 13. Compensation. No director shall receive any compensation from the Association for acting as such. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties if previously approved by the Board.

Section 14. 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.

Section 15. 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.

Section 16. Action Without A Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if one (1) or more consents, in writing, 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.

Section 17. Telephonic Participation. One (1) or more directors may participate in and vote during any regular or special meeting of the Board by telephone conference call or similar communication equipment by means of which all persons participating in the meeting can hear each other at the same time, and those directors so participating shall be present at such meeting. Any such meeting at which a quorum participates shall constitute a regular meeting of the Board.

C. Powers and Duties.

Section 18. 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 the Declaration, the Articles of Incorporation of the Association, or these Bylaws directed to be done and exercised exclusively 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) preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the common expenses of the Association;

(b) making assessments to defray the common expenses of the Association, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the 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 use restrictions and rules and regulations;

(g) opening of 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 bring any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

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

(j) paying the cost of all services rendered to the Association or its members which are not directly chargeable to Owners;

(k) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses and any other expenses incurred; and

(l) contracting with any Person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with trusts, condominiums, or other associations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

Section 19. 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. Declarant or an affiliate of 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 thirty (30) days' written notice.

Section 20. Fining Procedure. The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

(a) **Notice.** Written notice shall be served upon the violator by first-class or certified mail sent to the last address of the member shown on the Association's records, specifying:

(i) the nature of the violation, the fine to be imposed and the date, not less than fifteen (15) days from the date of the notice, that the fine will take effect;

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

(iii) the name, address and telephone numbers of a person to contact to challenge the fine;

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

(v) that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days of the date of the notice.

(b) **Hearing.** 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 five (5) days after the date of the hearing.

Article IV Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

Section 2. Election, Term of Office, and Vacancies. Except during the period in which Declarant has the right to appoint the officers of the Association under Article III, Section 2 of these Bylaws, the officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the members. 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.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby.

Section 4. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code.

Section 5. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with Georgia law.

Section 7. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors.

Section 8. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of 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 V **Committees**

Committees to perform such tasks and to serve for such periods as may be designated by the Board are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Article VI **Miscellaneous**

Section 1. Fiscal Year. The fiscal year of the Association shall be determined by resolution of the Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

Section 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 of the Association, the Declaration, these Bylaws, or a ruling made by the person presiding over the proceeding.

Section 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Georgia law, the Articles of Incorporation of the Association, the Declaration, and these Bylaws, the provisions of Georgia law, the Declaration, the Articles of Incorporation of the Association, and the Bylaws (in that order) shall prevail.

Section 4. Amendment. These Bylaws may be amended by the Board of Directors (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any title insurance company to issue title insurance coverage with respect to the Lots subject to the Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to the

Declaration; or (d) if such amendment is necessary to enable any governmental agency or insurance company to insure or guarantee mortgage loans on the Lots subject to the Declaration. In addition, these Bylaws may be amended upon the affirmative vote or written consent, or any combination thereof, of at least two-thirds (2/3) of the Total Association Vote.

Section 5. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements or other communications under these Bylaws or the Declaration shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) if to a Lot Owner, at the address which the Lot Owner has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Owner;

(b) if to an Occupant, at the address of the Lot occupied; or

(c) if to the Association, the Board or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary.

Section 6. Severability. Whenever possible, each provision of these Bylaws shall be interpreted in such manner as to be effective and valid, but if the application of any provision of these Bylaws 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 these Bylaws are declared to be severable.

Section 7. 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.

Justin Power Clerk of Court
Dawson County

After Recording Return To:
Lueder, Larkin & Hunter, LLC
5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005
Attn: Brendan R. Hunter

Cross Reference:
Deed Book 266, Page 2

STATE OF GEORGIA

COUNTY OF DAWSON

**AMENDMENT TO THE BYLAWS OF
CHESTATEE COMMUNITY ASSOCIATION, INC.**

This Amendment to the Bylaws of Chestatee Community Association, Inc. (hereafter referred to as "Amendment") is made on the date set below.

WITNESSETH:

WHEREAS, Chestatee Development Corporation, a Georgia corporation (hereafter referred to as the "Declarant"), recorded that certain Declaration of Protective Covenants for Chestatee on March 31, 1998, in Deed Book 266, Page 2 of the Dawson County, Georgia deed records (hereafter referred to as the "Declaration");

WHEREAS, Chestatee Community Association, Inc. (hereafter referred to as the "Association") is the homeowners association referred to and identified in the Declaration;

WHEREAS, pursuant to Article VI, Section 4 of the Bylaws, the Bylaws may be amended upon the affirmative vote or written consent, or any combination thereof, of at least two-thirds (2/3) of the Total Association Vote;

WHEREAS, this Amendment has been approved by at least two-thirds (2/3) of the Total Association, which is evidenced by consent forms, which are on file with the Secretary of the Association and are incorporated into this Amendment by this reference;

WHEREAS, this Amendment has been approved by the Declarant, which is evidenced by its execution of the same; and

NOW, THEREFORE, the Bylaws are hereby amended as follows:

4 1c

1.

Article III, Part A, Section 3 of the Bylaws is amended by striking same in its entirety and substituting the following therefor:

Section 3. Number of Directors. For as long as the Declarant has the right to appoint or remove any member or members of the Board of Directors, the Board shall consist of as many members as the Declarant shall, from time to time appoint. Thereafter, the Board shall consist of seven (7) members.

2.

Article III, Part A, Section 5 of the Bylaws is amended by striking same in its entirety and substituting the following therefor:

Section 5. Election and Term of Office. Owner-elected directors shall be elected and hold office as follows:

(a) At the next annual meeting after Declarant's right to appoint directors and officers terminates (or at a special meeting if one is called for such purpose), the owners shall elect seven (7) directors. All eligible members of the Association shall vote on all directors to be elected, and the candidate(s) receiving the most votes shall be elected. The terms of three (3) directors shall be fixed at one (1) year and the terms of four (4) directors shall be fixed at two (2) years. At the expiration of the initial term of office of each respective owner-elected member of the Board of Directors, a successor shall be elected to serve for a term of two (2) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

(b) The express intent of subsection (a) is to provide for staggered terms of directors. In the event an election cannot be held for any reason, including the failure to obtain a quorum, and the terms of the directors become non-staggered, then, at the next meeting at which a quorum is obtained, the Board may adopt an election procedure to re-establish staggered terms, including, but not limited to, electing three (3) directors for one (1) year terms and electing four (4) directors for two (2) year terms.

IN WITNESS WHEREOF, the undersigned hereby certify that this Amendment was properly approved.

Dated this 4 day of February, 2013.

Charles E. Tarden

Signature of President

Print Name: Charles E. TARDEN

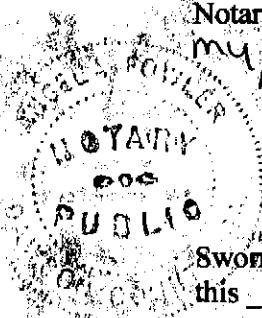
Sworn to and subscribed before me this 4 day of February 2013

Witness: Reed Parnell

Angela L. Foulis

Notary Public

my commission expires February 28, 2016



Cecelia Bannan

Signature of Secretary

Print Name: Cecelia Bannan

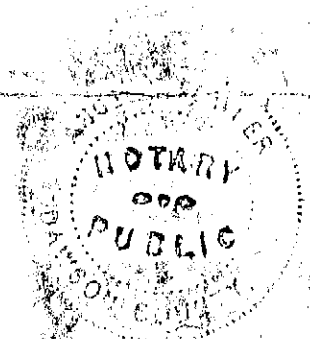
Sworn to and subscribed before me this 4 day of February 2013

Witness: Reed Parnell

Angela L. Foulis

Notary Public

my commission expires February 28, 2016



IN WITNESS WHEREOF, the undersigned, the Declarant, hereby executes this Amendment by and through its duly authorized officers and under seal this 4 day of February 2012.2013

DECLARANT:

CHESTATEE DEVELOPMENT CORPORATION, a Georgia corporation

BY: [Signature]

TITLE: PRESIDENT

[Corporate Seal]

Signed, sealed and delivered in the presence of:

Witness: [Signature]
[Signature]

Notary Public

my commission expires February 28, 2016



RECEIVED

JAN 21 2010

BECKY McCORD
CLERK, SUPERIOR COURT

11:15AM

After Recording Return To:
The Lueder Law Firm, LLC
5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005
Attn: Brendan R. Hunter

Cross Reference:
Deed Book 266, Page 2

STATE OF GEORGIA

COUNTY OF DAWSON

**AMENDMENT TO THE DECLARATION OF
PROTECTIVE COVENANTS FOR CHESTATEE**

This Amendment to the Declaration of Protective Covenants for Chestatee (hereafter referred to as "Amendment") is made on the date set below.

WITNESSETH:

WHEREAS, Chestatee Development Corporation, a Georgia corporation (hereafter referred to as the "Declarant"), recorded that certain Declaration of Protective Covenants for Chestatee on March 31, 1998, in Deed Book 266, Page 2 of the Dawson County, Georgia deed records (hereafter referred to as the "Declaration");

WHEREAS, pursuant to Article XII, Section 4 of the Declaration, so long as the Declarant has the right unilaterally to subject additional property to the Declaration as provided in Article IX of the Declaration, the Declarant may unilaterally amend the Declaration for any purpose;

WHEREAS, pursuant to Article IX, Section 1 of the Declaration, the Declarant has the right unilaterally to subject additional property to the Declaration from time to time at any time until fifteen (15) years after the recording of the Declaration;

WHEREAS, as of the date of this Amendment, the Declarant's right to unilaterally subject additional property to the Declaration has not expired;

WHEREAS, this amendment does not materially adversely affect the substantive rights of any Lot Owner, nor does this amendment adversely affect title to any Lot;

WHEREAS, this Amendment has been approved by the Declarant, which is evidenced by its execution of the same; and

NOW, THEREFORE, the Declaration is hereby amended as follows:

1.

Article IV, Section 10 of the Declaration is amended by striking same in its entirety and substituting the following therefor:

Section 10. Capital Contribution Assessments (Initiation Fee). Upon the conveyance of ownership of a Lot, including all resales, a capital contribution assessment (an initiation fee) shall become due and payable to the Association by each new Owner. The amount of the initiation fee shall be the same amount as the annual assessment in effect for the fiscal year in which the conveyance of ownership occurs. The initiation fee shall not be deemed to be an advance payment of any assessment and may not be paid in lieu of any assessment. The initiation fee shall be the personal obligation of the new Owner and shall constitute a lien against the Lot. Notwithstanding anything to the contrary herein, no initiation fee shall be due as a result of a conveyance of a Lot to an Owner's spouse, child, or a corporation, partnership, company, or legal entity in which the Owner is a principal; and no initiation fee shall be due from any Person who takes title through foreclosure upon the lien of any first priority Mortgage covering the Lot or the lien of any secondary purchase money Mortgage covering the Lot.

IN WITNESS WHEREOF, the undersigned hereby certify that this Amendment was properly approved.

Dated this 17 day of DECEMBER, 2009.

CHESTATEE DEVELOPMENT CORPORATION

BY: [Signature]

TITLE: PRESIDENT

Sworn to and subscribed before me this 17 day of December 2009.

Witness [Signature]

[Signature]

Notary Public

my commission expires
February 7, 2012

Filed in Office: 11/23/2011 12:15PM
Deed Doc: COVE
Bk 01005 Pg 0444-0445

Justin Power Clerk of Court
Dawson County

After Recording Return To:
Lueder, Larkin & Hunter, LLC
5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005
Attn: Robert J. Lafayette, Jr.

Cross Reference:
Deed Book 266, Page 2

STATE OF GEORGIA

COUNTY OF DAWSON

**AMENDMENT TO THE DECLARATION OF
PROTECTIVE COVENANTS FOR CHESTATEE**

This Amendment to the Declaration of Protective Covenants for Chestatee (hereafter referred to as "Amendment") is made on the date set below.

WITNESSETH:

WHEREAS, Chestatee Development Corporation, a Georgia corporation (hereafter referred to as the "Declarant"), recorded that certain Declaration of Protective Covenants for Chestatee on March 31, 1998, in Deed Book 266, Page 2 of the Dawson County, Georgia deed records (hereafter referred to as the "Declaration");

WHEREAS, pursuant to Article XII, Section 4 of the Declaration, so long as the Declarant has the right unilaterally to subject additional property to the Declaration as provided in Article IX of the Declaration, the Declarant may unilaterally amend the Declaration for any purpose;

WHEREAS, pursuant to Article IX, Section 1 of the Declaration, the Declarant has the right unilaterally to subject additional property to the Declaration from time to time at any time until fifteen (15) years after the recording of the Declaration;

WHEREAS, as of the date of this Amendment, the Declarant's right to unilaterally subject additional property to the Declaration has not expired;

WHEREAS, this amendment does not materially adversely affect the substantive rights of any Lot Owner, nor does this amendment adversely affect title to any Lot;

WHEREAS, this Amendment has been approved by the Declarant, which is evidenced by its execution of the same; and

NOW, THEREFORE, the Declaration is hereby amended as follows:

1.

Article VI, Section 22 of the Declaration is amended by striking same in its entirety and substituting the following therefor:

Section 22. Artificial Vegetation, Exterior Sculpture, and Similar Items.
Artificial vegetation is not permitted on the exterior portion of any Lot; provided, however, that artificial vegetation may be permitted on a residence in a second story window box, but only after review and approval by the ARC. No plastic animal decorations shall be permitted on the exterior of any property. Exterior sculpture, fountains, flags, bird baths, bird houses and similar items must be approved in advance by the ARC.

IN WITNESS WHEREOF, the undersigned hereby certify that this Amendment was properly approved.

Dated this 26 day of October, 2011.

CHESTATEE DEVELOPMENT CORPORATION

BY: [Signature]

TITLE: owner-president

Sworn to and subscribed before me
this 26 day of October, 2011.

Witness: [Signature]

[Signature]

Notary Public

my commission expires
February 7, 2012

Justin Power Clerk of Court
Dawson County

After Recording Return To:
Lueder, Larkin & Hunter, LLC
5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005
Attn: Brendan R. Hunter

Cross Reference:
Deed Book 266, Page 2

STATE OF GEORGIA

COUNTY OF DAWSON

**AMENDMENT TO THE DECLARATION OF
PROTECTIVE COVENANTS FOR CHESTATEE**

This Amendment to the Declaration of Protective Covenants for Chestatee (hereafter referred to as "Amendment") is made on the date set below.

W I T N E S S E T H:

WHEREAS, Chestatee Development Corporation, a Georgia corporation (hereafter referred to as the "Declarant"), recorded that certain Declaration of Protective Covenants for Chestatee on March 31, 1998, in Deed Book 266, Page 2 of the Dawson County, Georgia deed records (hereafter referred to as the "Declaration");

WHEREAS, pursuant to Article XII, Section 4 of the Declaration, may be amended upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the Lots (other than Lots of Declarant so long as the consent of Declarant is required) and the consent of Declarant (so long as the Declarant owns any property for development and/or sale in the Community or has the right unilaterally to annex additional property to the Community);

WHEREAS, Owners of at least two-thirds (2/3) of the Lots (other than Lots of Declarant) have approved this Amendment via written consents, and such written consents are on file with the Secretary of the Association and are hereby incorporated into this Amendment by this reference;

WHEREAS, Declarant has consented to this Amendment, which is evidenced by its execution of the same; and

NOW, THEREFORE, the Declaration is hereby amended as follows:

1.

Article VI, Section 2 and Article VI, Section 6 of the Declaration are amended by adding the following thereto:

Notwithstanding anything in this Article to the contrary, short-term rentals, transient tenants, and any other service utilized to temporarily rent Lots as accommodations to guests or tenants (for example, Airbnb, HomeAway, VRBO, or other similar services) are expressly prohibited. Such rental arrangements shall be considered a business activity.


In the event any Owner has an existing short-term rental agreement or a reservation as of the date this Amendment is recorded in the Dawson County, Georgia land records that would be in violation of this provision, the Owner shall be permitted to complete such existing short-term rental agreement or reservation; provided, however, the Owner complies with the following conditions: Within thirty (30) days of the date this Amendment is recorded in the Dawson County, Georgia land records, the Owner must provide written notice to the Board of Directors that the Owner has an existing short-term rental agreement or a reservation and must provide the Board a written copy of the existing short-term rental agreement or reservation (failure to provide such notice and existing short-term rental agreement or reservation to the Board within such thirty (30) day period shall disqualify the Owner from this grandfathering provision). An existing short-term rental agreement or reservation shall not include an agreement entered into with a service provider utilized to temporarily rent Lots as accommodations to guests or tenants (for example, Airbnb, HomeAway, VRBO, or other similar services). Rather, a short-term rental agreement or reservation shall only include the agreement entered into between the Owner and the individual or individuals that will occupy the Lot for a stated period of time.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned officers of Chestatee Community Association, Inc. hereby swear and affirm that the agreement of the required majority of the Owners was lawfully obtained and that all notices required were properly given.

This 9th day of September, 2016.

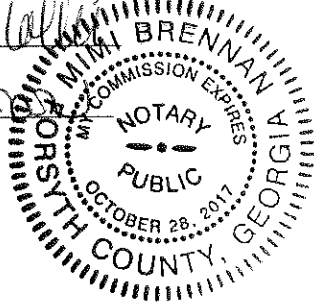
CHESTATEE COMMUNITY
ASSOCIATION, INC.



Signature of President
Print Name: Byron Klock

Sworn to and subscribed before me
this 9 day of September 2016.

Witness: Amber P. Walker

Mimi Brennan
Notary Public

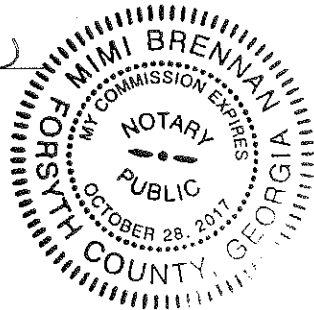



Signature of Secretary
Print Name: William Anderson

Sworn to and subscribed before me
this 9 day of September 2016

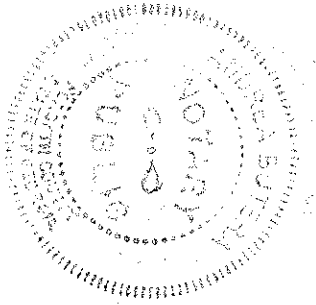
Witness: Amber P. Walker

Mimi Brennan
Notary Public



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned hereby consents to this Amendment under seal
this 9th day of September, 2016.



CHESTATEE DEVELOPMENT CORPORATION

BY: [Signature]

TITLE: President

[CORPORATE SEAL]

Sworn to and subscribed before me
under seal this 9th day of
September 2016.

Witness: [Signature]
[Signature]
Notary Public

Filed 08/31/2023 02:20PM
Bk 01651 Pg 0536-0540
Deed Doc: COVE

Penalty: \$0.00 Interest: \$0.00
Participants: 0898700085
JUSTIN POWER, Clerk of Superior
Court
DAWSON County, Georgia

After Recording Return To:
Lueder, Larkin & Hunter, LLC
5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005
Attn: Brendan R. Hunter

Cross Reference:
Deed Book 266, Page 2

STATE OF GEORGIA

COUNTY OF DAWSON

**AMENDMENT TO THE DECLARATION OF
PROTECTIVE COVENANTS FOR CHESTATEE**

This Amendment to the Declaration of Protective Covenants for Chestatee (hereafter referred to as "Amendment") is made on the date set below.

WITNESSETH:

WHEREAS, Chestatee Development Corporation, a Georgia corporation (hereafter referred to as the "Declarant"), recorded that certain Declaration of Protective Covenants for Chestatee on March 31, 1998, in Deed Book 266, Page 2 of the Dawson County, Georgia deed records (hereafter referred to as the "Declaration");

WHEREAS, pursuant to Article XII, Section 4 of the Declaration, the Board is authorized to amend the Declaration without the consent of the members for the purpose of submitting the Community to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-320 *et seq.* and conforming the Declaration to any mandatory provisions thereof; provided, however, so long as the Declarant has the unilateral right to annex additional property to the Community or owns any property which is subject to this Declaration or which may be unilaterally subjected to this Declaration by Declarant, any such amendment shall require the written consent of the Declarant;

WHEREAS, Declarant recorded that certain Partial Termination of Declarant's Rights under the Declaration of Protective Covenants for Chestatee and the Bylaws of Chestatee Community Association, Inc. on March 24, 2023, in Deed Book 1625, Page 67 of the Dawson County, Georgia deed records (hereafter referred to as the "Partial Termination");

THIS AMENDMENT SUBMITS THE DECLARATION AND PROPERTY TO THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. SECTION 44-3-320 *ET SEQ.* PURSUANT TO THE ACT, THE RECORDING OF THE DECLARATION AND THIS AMENDMENT SHALL CONSTITUTE RECORD NOTICE OF THE EXISTENCE OF A LIEN, AND NO FURTHER RECORDATION OF ANY CLAIM OF LIEN FOR ASSESSMENTS SHALL BE REQUIRED.

WHEREAS, pursuant to the Partial Termination, Declarant terminated any and all of its rights as Declarant under the Declaration and/or Bylaws to approve and/or consent to any amendment to the Declaration and/or Bylaws; and

WHEREAS, the Board of Directors desires to amend the Declaration for the purpose of submitting the Community to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-320 et seq. and conforming the Declaration to any mandatory provisions thereof;

NOW, THEREFORE, the Declaration is hereby amended as follows:

1.

The Preamble of the Declaration is amended by adding the following thereto:

THIS DECLARATION CREATES PROPERTY SUBJECT TO THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. SECTION 44-3-220, ET SEQ.

2.

Exhibit "A" to the Declaration is amended by adding the following thereto as subsection (t):

(t) "Georgia Property Owners' Association Act" or "Act" shall mean the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, *et seq.*, as the same may be supplemented, amended or modified. The Community is a residential property owners development which is hereby submitted to the Act. The Declaration and all property subject to the Declaration are accordingly submitted to the Act.

3.

Article IV, Section 2 of the Declaration is amended by deleting same in its entirety and replacing the following therefore:

Section 2. Creation of the Lien and Personal Obligation for Assessments. Each Owner, jointly and severally, of any 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) annual assessments or charges; (b) special assessments, such assessments to be established and collected as hereinafter provided; and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration. All such assessments, together with late charges equal to the greater of ten dollars (\$10.00) or ten percent (10%) of the amount not paid, or such higher amounts as may be authorized by the Act, interest, at the rate of ten percent (10%) per annum, or such higher rate as permitted by the Act, and costs, including, without limitation, reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with late charges, interest, costs, including, without limitation, reasonable attorney's fees actually incurred, shall also

be the personal obligation of the Person who was the Owner of such Lot at the time the assessment fell due. Each Owner shall be personally liable for the portion of each 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 its grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings or deed in lieu of foreclosure.

The Association shall, within five (5) business days after receiving a written request therefor and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of issuance.

Annual assessments shall be levied at a uniform rate per Lot 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, of the annual assessment for delinquents. Unless otherwise provided by the Board, the assessment shall be paid in annual installments.

The lien provided for herein shall have priority as provided in the Act. The recording of the Declaration and this Amendment shall constitute record notice of the existence of the lien, and no further recordation of any claim of lien for assessments shall be required as provided in the Act. However, the Association, in the Board's discretion, may, but shall not be obligated to, record a notice of such lien in the Dawson County, Georgia land records evidencing the lien created under the Act and the Declaration.

4.

Article IV, Section 6 of the Declaration is amended by deleting same in its entirety and replacing the following therefore:

Section 6. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments or installments thereof which are not paid when due shall be delinquent. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge equal to the greater of ten dollars (\$10.00) or ten percent (10%) of the amount not paid, or such higher amounts as may be authorized by the Act. The Association may cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien, as herein provided, shall attach and, in addition, the lien shall include interest, at the rate of ten percent (10%) per annum, or such higher rate as permitted by the Act, on the principal amount due from the date first due and payable, all late charges, all costs of collection, including, without limitation, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law and the Act. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the

improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same.


No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot or non-use of any facilities in the Community that are available for use by the Owners. No diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, 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.

IN WITNESS WHEREOF, the undersigned officers of Chestatee Community Association, Inc. hereby unequivocally swear and affirm that this Amendment was properly approved and all notices were properly given.

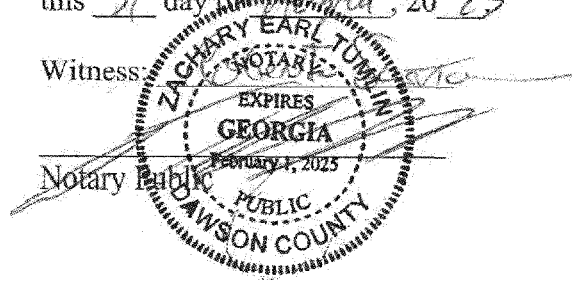
This 31 day of August, 2023

CHESTATEE COMMUNITY ASSOCIATION, INC.


Signature of President
Print Name: Josh Nason

Sworn to and subscribed before me this 31 day of August, 2023

Witness: 



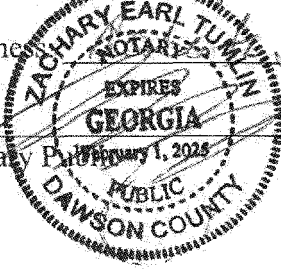
[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[Handwritten Signature]
Signature of Secretary
Print Name: George W. Lusk

Sworn to and subscribed before me
this 31 day of August, 2023

Witness *[Handwritten Signature]*

Notary Public *[Handwritten Signature]*



Penalty: \$0.00 Interest: \$0.00
Participants: 0898700085
JUSTIN POWER, Clerk of Superior
Court
DAWSON County, Georgia

After Recording Return To:
Lueder, Larkin & Hunter, LLC
5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005
Attn: Brendan R. Hunter

Cross Reference:
Deed Book 266, Page 2

STATE OF GEORGIA

COUNTY OF DAWSON

**AMENDMENT TO THE DECLARATION OF
PROTECTIVE COVENANTS FOR CHESTATEE**

This Amendment to the Declaration of Protective Covenants for Chestatee (hereafter referred to as “Amendment”) is made on the date set below.

W I T N E S S E T H:

WHEREAS, Chestatee Development Corporation, a Georgia corporation (hereafter referred to as the “Declarant”), recorded that certain Declaration of Protective Covenants for Chestatee on March 31, 1998, in Deed Book 266, Page 2 of the Dawson County, Georgia deed records (hereafter referred to as the “Declaration”);

WHEREAS, Chestatee Community Association, Inc. (hereafter referred to as the “Association”) is the homeowners association referenced in the Declaration;

WHEREAS, the Bylaws of Chestatee Community Association, Inc. (hereafter referred to as the “Bylaws”) are the bylaws of the Association;

WHEREAS, pursuant to Article XII, Section 4 of the Declaration, the Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the Lots (other than Lots of Declarant so long as the consent of Declarant is required) and the consent of Declarant;

WHEREAS, Declarant recorded that certain Partial Termination of Declarant’s Rights under the Declaration of Protective Covenants for Chestatee and the Bylaws of Chestatee Community Association, Inc. on March 24, 2023, in Deed Book 1625, Page 67 of the Dawson County, Georgia deed records (hereafter referred to as the “Partial Termination”);

WHEREAS, pursuant to the Partial Termination, Declarant terminated any and all of its rights as Declarant under the Declaration and/or Bylaws to approve and/or consent to any amendment to the Declaration and/or Bylaws;

WHEREAS, this Amendment has been approved by the affirmative vote of Owners of at least two-thirds (2/3) of the Lots; and

NOW, THEREFORE, the Declaration is hereby amended as follows:

1.

Article VI, Section 6 of the Declaration are amended by striking same in its entirety and substituting the following therefor:

Section 6. Leasing. In order to protect the equity of the individual Owners within the Community, to carry out the purpose for which the Community was formed by preserving the character of the Community as a residential property of predominantly owner occupied homes, to prevent the Community from assuming the character of a renter occupied complex, and to comply with any eligibility criteria for mortgages, including mortgages on the secondary mortgage market, insofar as such criteria provide that the Community be substantially owner occupied, leasing of Lots shall be governed by the restrictions imposed by this Section.

(a) **Prohibition.** Except as provided herein, the leasing of Lots is hereby prohibited.

(b) **Definition.** “Leasing,” for purposes of the Declaration, is defined as the regular, exclusive occupancy of a Lot, or any portion thereof, by any person or persons other than the Owner; provided, however, leasing shall not include occupancy by the spouse, partner, child or parent of an Owner.

(c) **General.** Except as provided in Subsection (g) below, any Owner who desires to lease such Owner’s Lot may do so only if the Owner has applied for and received from the Board of Directors either a “Leasing Permit” or a “Hardship Leasing Permit.” Such a permit, upon its issuance, will allow an Owner to lease the Owner’s Lot provided that such leasing is in strict accordance with the terms of the permit and this Section. The Board shall have the authority to establish conditions as to the duration and use of such permits. All permits shall be valid only as to a specific Lot Owner and Lot and shall not be transferable between either Lots or Lot Owners.

(d) **Leasing Permits.** No Owner shall be qualified to request and receive more than one (1) current Leasing Permit regardless of the number of Lots in the Community the Owner owns. Additionally, no Owner shall be qualified to request and receive a Hardship Leasing Permit if the Owner has been issued a current Leasing Permit. For purposes of this Subparagraph (d) only, if the Owner of a Lot is a corporation, limited liability company, partnership, trust, or other legal entity not being a natural person, such Owner shall also be considered the Owner of any other Lot within the Community if (1) any shareholder, director, officer, member, partner, trustee, or beneficiary of the Owner, is also a shareholder, director, officer, member, partner, trustee, or beneficiary of the Owner of such other Lot, or (2) such Owner is the parent, subsidiary, or related entity of the Owner of such other Lot. The express purpose of this provision is to prevent the acquisition of multiple Lots through separate legal entities in order to circumvent the cap on the number of Leasing Permits that

may be issued to an Owner.

A qualified Owner's request for a Leasing Permit shall be approved if the current number of Lots leased is below one percent (1%) of the total number of Lots in the Community at the time the request is made; for purposes of this Section, the number of Lots leased shall include Lots being leased pursuant to a Leasing Permit and Lots being leased pursuant to Subsection (g) Grandfathered Lot below, but shall not include any Lots leased pursuant to a Hardship Leasing Permit. If the current number of Lots leased equals or exceeds one percent (1%) of the total number of Lots in the Community, no additional Leasing Permits shall be issued (except for Hardship Leasing Permits, as set forth below), until the number of Lots leased falls below one percent (1%) of the total number of Lots in the Community. Qualified Owners who have been denied a Leasing Permit shall automatically be placed on a waiting list for a Leasing Permit and shall be issued a Leasing Permit if they so desire when the number of Lots leased falls to below one percent (1%) of the total number of Lots in the Community. The issuance of a Hardship Leasing Permit to an Owner shall not cause the Owner to be removed from the waiting list for a Leasing Permit.

A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (1) the sale, conveyance, foreclosure, or transfer of the Lot (excluding sales or transfers to an Owner's spouse, a person cohabitating with the Owner, or a corporation, partnership, company, or legal entity in which the Owner is a principal); (2) the failure of a Lot Owner to lease his or her Lot within sixty (60) days of the Leasing Permit having been issued; (3) the failure of a Lot Owner to have his or her Lot leased for any consecutive sixty (60) day period thereafter; or (4) the occurrence of the date referenced in a written notification by the Owner to the Association that the Owner will, as of said date, no longer need the Leasing Permit.

(e) **Hardship Leasing Permits.** If the failure to lease will result in a hardship, an Owner may seek to lease on a hardship basis by applying to the Board of Directors for a Hardship Leasing Permit. The Board of Directors shall have the authority to issue or deny requests for Hardship Leasing Permits in its sole discretion. In making such a determination, the Board may take any factor into account, including, but not limited to: (1) the nature, degree, and likely duration of the hardship, (2) the number of Hardship Leasing Permits which have been issued to other Owners, (3) the Owner's ability to cure the hardship, and (4) whether previous Hardship Leasing Permits have been issued to the Owner. Hardship Leasing Permits shall be valid for a term not to exceed one year. Owners may apply for additional Hardship Leasing Permits. Hardship Leasing Permits shall be automatically revoked: (1) if during the term of the permit, the Owner is approved for and receives a Leasing Permit; or (2) upon the sale, conveyance, foreclosure, or transfer of the Lot (excluding sales or transfers to an Owner's spouse, a person cohabitating with the Owner, or a corporation, partnership, company, or legal entity in which the Owner is a principal).

(f) **Leasing Provisions.** Leasing of Lots shall be governed by the following provisions:

(i) **Notice.** At least seven (7) days prior to entering into the lease of a Lot, the Owner shall provide the Board of Directors with a copy of the proposed lease and such other information as the Board may reasonably require. The Board may approve or disapprove the form of said lease. In the event a lease form is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease form into compliance with the Declaration, any rules and regulations adopted pursuant thereto, and any criteria determined by the Board. Within ten (10) days from the execution of the lease by both parties, the Owner shall provide the Board with a copy

of the executed lease and the names and phone number of the lessees. Nothing contained in this Section shall permit the Board to approve or deny a lessee.

(ii) General. Lots may be leased only in their entirety for single-family residential purposes only; no fraction or portion of a single-family residence may be rented. There shall be no subleasing of Lots or assignment of leases unless approved in writing by the Board. All leases shall be for a period of at least one (1) year unless otherwise approved in writing by the Board. The Lot Owner must provide the lessee copies of the Declaration, Bylaws, and Association rules and regulations.

(iii) Liability for Assessments and Compliance with Declaration, Bylaws, and Rules and Regulations. Any lease of a Lot shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner covenants and agrees that any lease of a Lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into a lease by existence of this covenant on the Lot. Any lessee, by occupancy of a Lot under the definition of "leasing" stated herein, agrees to the applicability of this covenant and incorporation of the following language into the lease.

(iv) Liability for Assessments. The Owner shall be personally obligated for the payment of all assessments and all other charges which become due as a consequence of lessee's activities, including, but not limited to, activities which violate provisions of the Declaration, the Bylaws, or the rules and regulations of the Association.

(v) Compliance with Declaration, Bylaws, and Rules and Regulations. Lessee shall abide by and comply with all provisions of the Declaration, Bylaws, and rules and regulations of the Association and shall control the conduct of all other occupants and guests in order to insure compliance with the foregoing. Lessee acknowledges that the violation by lessee or any occupant living with lessee of any provision of the Declaration, Bylaws, or rules and regulations of the Association shall constitute a default under the lease. Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws, and the rules and regulations of the Association, and is responsible for all violations and losses caused by such occupants, notwithstanding the fact that such occupants of the Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations of the Association. If the lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule and regulation of the Association for which a fine is imposed, such fine may be assessed against the lessee and/or the Owner; provided, however, if a fine is not paid by the lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Board of the lessee's failure to do so. Unpaid fines shall constitute a lien against the Lot.

Any violation of the Declaration, Bylaws, or rules and regulations of the Association by lessee, any occupant, or any person living with lessee is deemed to be a violation of the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the irrevocable power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations of the Association, including the irrevocable power and authority to evict the lessee on behalf and for the benefit of the Owner, in accordance with the terms hereof, or to require the Owner to do so. In the event the Association proceeds to evict the tenant, any costs, including attorney's fees and court

costs, associated with the eviction shall be specially assessed against the Lot and the Owner thereof, such being deemed hereby as an expense which benefits the leased Lot and the Owner thereof.

(g) **Applicability of this Section.** Except as provided herein, the leasing restrictions within this Section shall not apply to any Owner who is an Owner of a Lot on the date this Amendment is recorded in the Dawson County, Georgia land records (the "Effective Date") if the Owner ("Grandfathered Owner") is leasing the Lot ("Grandfathered Lot") on such date. The Grandfathered Owner may continue to lease the Grandfathered Lot in accordance with the terms of the Declaration as it existed prior to the Effective Date; provided, however, all leases of a Grandfathered Lot shall be for an initial term of at least six (6) months. Upon the conveyance of ownership of the Grandfathered Lot for value, all leasing restrictions of this Section shall apply and the Lot shall no longer be a Grandfathered Lot. The expressed purpose of this grandfathering provision is to allow Grandfathered Owners who own, and who are leasing, Grandfathered Lots as of the Effective Date to continue to lease their Grandfathered Lots without a Leasing Permit or Hardship Leasing Permit, but to thereafter restrict leasing upon conveyance of ownership of the Grandfathered Lots (e.g., resales).

Grandfathered Owners shall, within ninety (90) days of the Effective Date, provide a copy of a fully executed lease evidencing that the Grandfathered Owner's Lot was leased as of the Effective Date. Failure to provide such lease shall create a presumption that the Lot was not leased on the Effective Date, and thus, is not a Grandfathered Lot.

Further, this Article shall not apply to any leasing transaction entered into by or on behalf of the Association.

(h) **Short-Term Rentals.** Notwithstanding anything in this Section to the contrary, short-term rentals, transient tenants, and any other service utilized to temporarily rent Lots, including Grandfathered Lots, as accommodations to guests or tenants (for example, Airbnb, HomeAway, VRBO, or other similar services) are expressly prohibited; such prohibition applies whether or not the Owner occupies the Lot. Such rental arrangements shall be considered a business activity.

(i) **Leasing Administration Fee.** The leasing of Lots in the Community creates administrative burdens for the Association, including, but not limited to, updating the Association's records and ensuring compliance with this Section. Pursuant to the Declaration, the Association is authorized to assess individual Owners certain fees and expenses benefiting less than all of the Lots and/or Owners. In accordance with the terms of the Declaration, and in addition to annual assessments, special assessments, and other charges provided for in the Declaration, any Owner, including a Grandfathered Owner, who leases a Lot or Grandfathered Lot will be required to pay the Association an annual Leasing Administration Fee. The initial Leasing Administration Fee shall be one hundred and fifty dollars (\$150.00) per year for the first calendar year in which this Amendment is recorded. Thereafter, the Board of Directors, in its sole discretion, and from time to time, may increase or decrease the annual Leasing Administration Fee.

IN WITNESS WHEREOF, the undersigned officers of Chestatee Community Association, Inc. hereby swear and affirm that the agreement of the required majority of the Owners was lawfully obtained and that all notices required by the Georgia Property Owners' Association, O.C.G.A. §§ 44-3-220, *et seq.* were properly given.

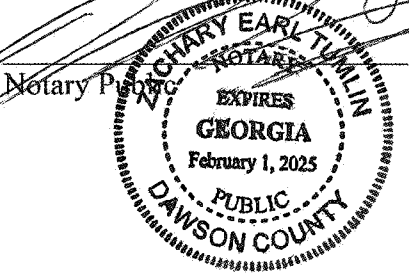
This 6th day of August, 2024.

CHESTATEE COMMUNITY ASSOCIATION, INC.

[Signature]
Signature of President
Print Name: Josh Nason

Sworn to and subscribed before me this 6th day of Aug, 2024.

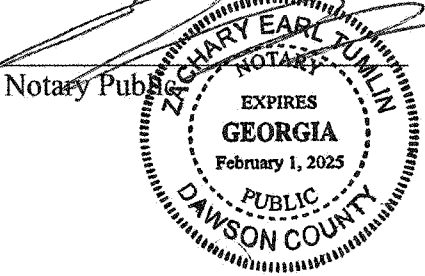
Witness: [Signature]



[Signature]
Signature of Secretary
Print Name: George Lurbacher

Sworn to and subscribed before me this 6 day of Aug, 2024.

Witness: [Signature]



Rules & Regulations-Use Restrictions

Chestatee Community Association

Additional Standards for the Community

The most effective means of protecting individual property values, and continuing to make Chestatee a desirable place for existing and future property owners to live, is through maintaining high visual standards for our community on a proactive and consistent basis. To be successful, each of us must assume responsibility, individually and collectively, for compliance with these standards. A partial list of these standards, as outlined in the Declaration of Protective Covenants for Chestatee, as interpreted by the Board of Directors, are SUMMARIZED below:

1. OWNERS RESPONSIBILITY (Article V, Section 2): Each Property Owner has a responsibility to maintain lots and structures in a manner consistent with Community Standards. These standards include repair and painting of structures; seeding, fertilizing, mowing and edging of lawns; mulching annually and as needed; pruning and trimming of trees, shrubbery and hedges; removal of dead material; and general maintenance of lots on which no structure has been built. Any resident making a change, alteration or addition to the outside structure or landscaping must complete an Application for Modification and submit it to HMS for review and recommendations to the ARC for action. Failure to do so will result in an immediate fine of \$500.
2. RESIDENTIAL USE (Article VI, Section 2): All properties shall be used for residential purposes exclusively. Properties may be used for Home Office purposes so long as the home office business is limited to clerical, bookkeeping, correspondence, or telephone work, does not create a disturbance, does not unduly increase traffic flow or parking congestion, and does not require visits or access by the public and/or customers. Specifically prohibited are stocking, sales, manufacture or repair of merchandise or equipment, and the use of special equipment other than personal vehicles and office machines.
3. ARCHITECTURAL STANDARDS (Article VI, Section 3): No exterior construction, additions, erections, or alterations including landscaping may be made without receiving prior approval.
4. VEHICLES (Article VI, Section 5): Vehicles, including motor homes, boats, trailers, motorbikes, mini-bikes, golf carts, ATVs, scooters, go-karts, trucks, campers, buses, vans, and automobiles, shall not be parked on any street or common property in the community. Vehicles, including golf carts, may not be parked on any part of a Lot other than the garage or basement. Vehicles may be parked in driveways with prior approval only if occupants have more vehicles used on a regular basis than the number of garage parking places or if the vehicle (not including towed vehicles, boats, boat trailers, recreational vehicles, motor homes, trucks with a camper top, commercial vehicles, trailers, motorcycles, go karts, or other recreational vehicles) does not fit in the garage and is a primary means of transportation. Materials stored in the garage may not displace a vehicle that would otherwise be parked in the garage.

5. ANIMALS AND PETS (Article VI, Sections 8 & 9): Dog owners shall comply with the Dawson County dog ordinance at all times. If a dog which is a household pet is outside of the owner's Lot, then they shall be contained on a leash and under voice control. No household pet that has caused damage or injury may be walked in the community. Owners are responsible for ensuring that activities of pets do not, in any way, diminish or destroy the enjoyment of the neighborhood. This includes picking up after dogs that are walked in the neighborhood. Animal control complaints must be reported to Dawson County Animal Control at by phone at 706-265-7387, or by email at animalcontrol@dawsoncountysheriff.org.
6. NUISANCE/UNSIGHTLY & UNKEMPT CONDITIONS (Article VI, Sections 9 & 10): It is the responsibility of each Property Owner to prevent unclean, unsightly or unkempt conditions from developing on their Lot. This includes storage of ladders, lawn mowers, wheel barrows, rakes, shovels, and other equipment used for maintenance or lawn care.

No property shall be used in any way that will cause it to appear unclean or untidy (including assembly or disassembly of motor vehicles or other mechanical devices).

No substance or material may be kept or placed on any Lot that will emit foul or obnoxious odors or that will cause any noise or will cause any other condition that may disturb the peace, quiet, safety, comfort or serenity of occupants of surrounding properties. This includes household pets kept outside of the dwelling and devices such as horns, whistles, sirens, bells, amplifiers and other sound devices. Speakers will be permitted in the rear patio and porch areas; however volume levels from speakers must be such that it does not create a nuisance.

7. ANTENNAS (Article VI, Section 11): Satellite or other antennas should be located and screened to provide minimal visual impact on neighboring properties or from the street. Satellite dishes located more than ten (10) feet from any home may not be installed without prior written approval.
8. GARBAGE CANS, WOODPILES, TANKS (Article VI, Sections 15 & 32): All garbage cans, woodpiles, swimming pool equipment, and other similar items shall be located or screened to be hidden from neighboring property or streets. Garbage cans may be placed at the curb for pick up after 6:00 pm on the day prior to scheduled pick-up and must be removed as soon as practicable after collection, but in no case after midnight on the day of the scheduled collection.
9. GUNS (Article VI, Section 17): The use of firearms, including BB guns, pellet guns, and other firearms of any kind, is prohibited.
10. AIR CONDITIONING UNITS (Article VI, Section 20): Window air conditioning units are not allowed.

11. HOLIDAY DECORATIONS (Article VI, Sections 21 & 22): Outdoor holiday decorations, including seasonal holiday lighting, must be consistent with the holiday and may be displayed for a maximum of 30 days prior to the holiday and 15 days after the holiday. Items or displays that are excessive in size or number or are inappropriate in color or style or otherwise not consistent with the Community Standards are not allowed.
12. CLOTHESLINES and EXTERIOR SECURITY DEVICES (Article VI, Sections 28 & 29): Clotheslines and exterior security devices, including window bars, are not allowed.
13. WINDOW TREATMENTS (Article VI, Section 31): No foil or reflective materials shall be used on any window. The side of window treatments that can be seen from the outside of a structure must be white or off-white.

NOTES:

The above list does not exclusively represent all items listed in the Covenants. For a complete list, and for clarification, please refer to the Declaration of Protective Covenants for Chestatee. The Declaration is one of the files available for download from the HMS community website for Chestatee at www.hms-inc.net. After registering and logging in, you can download a copy of the Declaration from the "Downloads" page.

Anyone who sees a property that may not comply with the above guidelines should advise the Board of Directors by contacting your Association Administrator at HMS, who works directly with the Manager, by email. The potential violation will be reviewed and, if a Covenant violation is determined to exist, the Property Owner in violation will be notified by HMS and will be subject to all remedies specified in the Covenants.

The Property Owner must submit an application for a variance from the Community Standards and for certain modifications by submitting an Application for Modification form to HMS. The Chestatee Architectural Review Committee ("ARC"), and the Chestatee Modification Review Committee ("CMRC") must approve all exterior architectural changes, landscape and hardscape changes, and certain other modifications before work can begin. Instructions for completing and submitting the form are included on the website. Modification requests must be submitted to HMS via the HMS website at HMS-inc.net. After registering and logging in, you can find instructions on how to submit a request under the **MY ACCOUNT TAB, Modification Requests**. Instructions on how to submit are thoroughly explained in that section.

CHESTATEE COMMUNITY ASSOCIATION, INC.

Covenant Enforcement Procedures

Revised March 2025

The Declaration of Protective Covenants for Chestatee was established, in part, to help protect property values and maintain a pleasant environment for all Chestatee Property Owners. The Covenants also give enforcement power to the Chestatee Community Association (CCA) if Maintenance requirements (Article V, Section 2) and Use Restrictions and Rules (Article IV) are not followed.

The following enforcement procedures will be used to help ensure compliance with the Covenants. These procedures in no way restrict or limit CCA from taking other enforcement actions that may be authorized by the Covenants, if required:

- 1) Upon receiving notice of a Covenant violation, CCA will send the Property Owner written notice of the violation (Notice of Violation and Fine). The purpose of this Notice is to inform the Property Owner of the violation and the steps that the Property Owner must take to correct the violation. This Notice shall also provide the Property Owner with notice of the fine to be imposed should the Property Owner fail to abate the violation as required by the Association. Property Owners will have 30 days from the date of the “Notice of Violation and Fine to remedy the violation. Any fine notice must be sent in compliance with the fining procedure set forth in the Bylaws of Chestatee Community Association, Inc. and must provide the following information:
 - a) The nature of the violation, including the Section of the Covenants which has been violated, the fine to be imposed and the date, not less than fifteen (15) days from the date of the notice, that the fine will take effect;
 - b) That the violator may, within ten (10) days of the date of the notice, request a hearing regarding the fine to be imposed;
 - c) The name, address and telephone numbers of a person to contact to challenge the fine
 - d) That any statements, evidence, and witnesses may be produced by the violator at the hearing; and
 - e) That all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days of the date of the notice.
- 2) If the violation is not abated as required within 30 days of the above-discussed Notice of violation and fine, then the fine/fines shall be imposed against the violator as provided in the Notice.
 - a) Violators shall be subject to a one-time fine in the amount of \$500.00 per violation, in addition to continuing daily fines in the amount of \$25.00 per day, per violation. At the discretion of the Board, the amount of the initial one-time fine may be adjusted to a more appropriate amount depending on the seriousness of the violation.
 - b) Daily fines in the amount of \$25.00 per day shall continue until such time as the violation has been abated.
 - c) The Association’s property manager conducts inspections of the community every thirty (30) days. To cease fines immediately upon abatement of the violation, the Property Owner must inform the Association’s property manager that the violation has been corrected to schedule a re-inspection for any time other than the monthly community inspection.

CHESTATEE COMMUNITY ASSOCIATION, INC.

Covenant Enforcement Procedures

Revised March 2025

- d) In addition to fines, the Association will seek all costs and attorneys' fees incurred in bringing the property/violator into compliance, as well as all interest incurred on any amounts owed to the Association.
- 3) An exception to the above covenant enforcement procedure is for political signs being displayed on lots and in windows. The timeframe for this violation is not adequately addressed in the above sections of the Covenant Enforcement Procedures. Going forward, the homeowner will be notified of the covenant violation through the email on file and letter. The homeowner must remove the non-compliant political sign within two (2) days of the transmission of the email or be fined \$100 per day after those two days until compliance. Multiple political signs on the same property, irrespective of location, will be considered separate violations. The normal appeal process described in 2) applies.
 - 4) No exterior construction, alteration, addition, or erection of any nature shall be commenced or placed upon any part of the community unless expressly permitted under the governing documents or unless approved in compliance with the procedure set forth in Article VI, Section 3 of the Declaration of Protective Covenants for Chestatee. Alterations may include landscape, hardscape and painting changes per the guidelines. Where prior written approval is required prior to a particular exterior modification, then installing that exterior modification without prior, written approval is a violation.
 - a) If the exterior modification requiring prior approval is commenced before written approval is received, the Property Owner will receive a "cease and desist" notice and will be subject to an initial fine of \$500 which will be added to the Property Owners account 15 days after notice is sent to the homeowner in compliance with the Association's fining procedure.
 - b) If the exterior modification is not removed or if a modification is not received for review by the Association within 30 days of the date of the Notice letter, then the Property Owner will incur daily fines in the amount of \$25.00 per day until such time as the modification violation has been abated.
 - c) The notification letter will provide the Property Owner with the steps that must be taken to correct the violation, along with the Owners appeal rights and information on the fine. Depending on the modification, the resident may be required to submit an application for the modification or may be required to return the property to its original state. Any action required of the Owner shall be in addition to any fines imposed for the violation.
 - d) The Association's property manager conducts inspections of the community every thirty (30) days. To cease fines immediately upon abatement of the violation, the Property Owner must inform the Association's property manager that the violation has been corrected to schedule a re-inspection for any time other than the monthly community inspection.
 - e) In addition to fines, the Association will seek all costs and attorneys' fees incurred in bringing the property/violator into compliance, as well as all interest incurred on any amounts owed to the Association.

CHESTATEE COMMUNITY ASSOCIATION, INC.
Covenant Enforcement Procedures
Revised March 2025

- 5) The Property Owner has a right to due process and may request a hearing, in writing, before the Chestatee Community Association Board of Directors (CCA) within 10 days from the date of the “Notice of Violation” or Notice of Fine”. Failure to exercise this right constitutes a waiver thereof.
 - a) Should a hearing be requested, it shall be held before the Board in Executive Session. Hearings are to be scheduled by the Board. The violator shall be afforded a reasonable opportunity to be heard. No decision will be made during the hearing.
 - b) The Board will discuss the appeal in Executive Session following the hearing. The Executive Meeting Minutes shall contain a written statement of the results of the hearing.
 - c) A written response will be sent to the Property Owner by email and mail stating the decision of the Board. All fines to be imposed will be included in the written response to the Property Owner.
 - d) No fine shall be imposed prior to the date that is five (5) days after the date of the hearing.

Chestatee Community Association, Inc.
Board of Directors

Chestatee Community Association Board

“For Sale” Sign Standard Details – v3.0 2025.11.12

Updated 11-12-25 Community-Wide Standard for “For Sale” Signs



Objective is Community-Wide Standard for “For Sale” Signs

- A design that is appropriate to the community.
- A procurement process that is easy to understand and easy to follow. The sign will be sourced directly by a Home/Lot Owner and or by an Agent.
- Compliance is significantly streamlined and more easily managed.

Standard that all real estate signs must meet, choose from the following sizes

- Smaller portable sign that is a single two-sided sign that is 24” wide x 18” tall, black background with white print, professionally lettered. Sign material allowed is a minimum thickness of 4 mm corrugated plastic. Sign is to be displayed in 3/8” round rod metal stand with black finish. (Fits industry-standard 18”H x 24”W real estate sign panels.)
- The top section of the sign provides the consistent “look and feel” and must be sized properly with words in the font on the photo above “Chestatee” and “For Sale” occupies the top one third of the sign. The “Chestatee” logo should be 3 inches tall.

The larger sign option requires the following

- 6’ white post sign with a 24” wide and 36” tall, black background with white print professionally lettered hanging from the post.
- If a picture of the agent is incorporated into the sign, it must be black and white picture, not larger than 8x10 and should be placed in the lower part of the sign so as to not interfere with the heading in the upper third of the sign.
- The top section of both sizes provides the consistent “look and feel” and must be sized properly with words in the font on the photo below “Chestatee” and “For Sale” or “For Rent” occupies the top one third of the sign. The “Chestatee” logo should be 3 inches tall.

The following may be added:

- One “rider” per For Sale Sign is allowed (for example: “boat slip”, “pool”, “under contract”).
- Rider sign shall be 6” in height, 24” in width, of no more than two color. The single “rider sign” shall only be mounted on the top of the main sign.
- One brochure holder per property is allowed.

All Signs

- All signs and verbiage must follow the **State of Georgia Real Estate Signage Standards** including the name and phone number of the broker, the name and phone number of the real estate agent, etc.

Implementation of New Standard

- There will be no “interim” For Sale or For Rent signs as was previously allowed. The only sign allowed is the current standard or the previously approved standard according to the above guidelines.
- Additional language concerning Real Estate signs can be found in Declaration of Protective Covenants for Chestatee. “Use Restrictions and Rules”, Article VI., Section 4. “Signs”.
- Two local vendors (**McEver Signs** and **Graphics and Creative Printing Ink and Signs**) have the Chestatee Sign Standard information. Owners or Agents may use the company of their choice as long as the sign meets the standard.



Common Area / Parking Policy

- Chestatee Amenity Parking Lots
 - Night Fire Drive: The Lodge, nature trails, pool, tennis & basketball facilities
 - Dogwood Way: Bocce Ball Court
 - Waterfront Park Lane: Tennis Court Number 5
 - Waterfront Park Lane: The Pavilion and the Southeast Marina (Docks A, B, C, D)

- Chestatee Marina Parking Lots
 - Waterfront Park Lane: Boardwalk entrance to Southeast Marina (Docks A, B, C, D)
 - River Sound Lane: Marina Docks E & F
 - River Overlook Road: Marina Dock G
 - Shared - Waterfront Park Lane: The Pavilion and the Southeast Marina (Docks A, B, C, D)

- Prohibited Parking
 - Parking on all Chestatee streets, roads, alleys, cul-de-sacs, etc.
 - Parking of vehicles on roadway curbs, right-of-way areas, and on landscaped or mulched areas such as the Square.
 - Parking over 24 hours
 - If the vehicle is to remain on Chestatee property for longer than 24 hours, the resident must notify the Association Manager prior to the occurrence.
 - Overnight parking (11 pm to 6 am) in Marina Parking Lots
 - Carpool parking
 - Commercial vehicles
 - Except if during normal business hours and in the process of providing a service to the Association and does not obstruct the flow of traffic.
 - Recreational vehicles, mobile, or motor homes
 - Pop-up camper/tent trailer or similar recreation-oriented conveyance
 - Oversized vehicles which use more than one parking spot, or impede the normal flow of vehicles.
 - Trailers, roll-offs, or dumpsters of any type, including trucks being used for this purpose.
 - Any vehicle which is not licensed to operate on Georgia highways
 - Personal transportation vehicles (golf carts) are permitted.

- If a vehicle is parked in a fire lane, is blocking another vehicle or obstructing the flow of traffic, is parked on any grassy area or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately.

- Disabled or “stored” (longer than 24 hours) vehicles are prohibited from being parked in parking lots or on the common property.



Common Area / Parking Policy

- Chestatee parking lots are reserved for the exclusive use of Association members and their guests only while using Association amenities.
- Chestatee amenity parking lots are not for the personal use of members. Further, use by Chestatee members or their guests who are not using the reserved facilities, or as part of a Chestatee committee, club or recreational activity, are prohibited.
- Marina parking lots located on Waterfront Park Lane in the Waterfront for docks A-D, on River Sound Alley for docks E and F, and on River Overlook Rd for dock G are for the use by residents when accessing their boats at the respective marina docks. No other use, including overnight parking, is permitted.
- All members are responsible for notifying any guest of the Chestatee parking restrictions and rules.
- Owners whose vehicles are in violation of the Chestatee parking lot rules are subject to notice of violation, fines and restitution for damages incurred.
- Vehicles in violation of the Chestatee parking lot rules may be towed from lots where towing signs are posted, under the State of Georgia Non-Consensual Towing regulations. Non-consensual towing means that a vehicle may be towed without prior notice to the owner, and the owner is responsible for the cost of towing and storage costs.



Chestatee Community Association Inc. Vehicle Parking Waiver Policy

Current Update: 4/10/2025; replaces version of March 2025

The Chestatee Community Association Board of Directors and our Association manager, Homeowner Management Services (“HMS”), are charged with protecting our home values by maintaining compliance with the mandatory standards established by the Chestatee developer as stated in the Declaration of Protective Covenants (available to all residents on the HMS website).

This policy pertains only to vehicles regularly garaged or parked at a home. It does not apply to vehicles owned by guests who are visiting, even if that involves a stay overnight or for several days.

Article VI, Section 5, of the Declaration of Protective Covenants for Chestatee covers vehicles and states that vehicles shall not be parked on any street or community common property. In addition, vehicles may not be parked on any part of a lot, other than in the garage. The only exception covered in the Covenants is “more vehicles than the number of garage parking spaces”. All towed vehicles (e.g., boats, trailers) and recreational vehicles (e.g., motorcycles, golf carts, ATVs) must be garaged. Vehicles in the driveway cannot block the sidewalk.

In an effort to protect our home values and high standards and to maintain compliance with the Covenants, the Board has established this Vehicle Parking Waiver Policy. Parking your vehicle in your driveway regularly overnight requires an approved Vehicle Parking Waiver to be on file with HMS. This waiver must be approved by the Board and is valid for 2 calendar years providing the vehicles associated with the home are correct and the parking situation remains; the permit cycle will run initially from July 1 2025 to June 30, 2027, at which time new waivers must be requested for the next two-year cycle. While the Covenants anticipate a waiver only for “more vehicles than the number of garage parking spaces”, the Board recognizes that some homes within Chestatee were constructed with garages that may not accommodate longer oversized vehicles. Consequently, the Board has elected to create an exemption and issue parking waivers for those vehicles that won’t fit in a garage. There are not many vehicles that fit this category; if a resident feels their vehicle is oversized it must be indicated on the form, and they are asked to supply measurements for both their vehicle length and garage depth. Note that allowances will not be made for other items stored in the garage (e.g. lawn mower, trash cans, toys, sports equipment) or cabinets, workbenches, or shelving mounted in a garage. Garages are designed to park the resident’s vehicles; they cannot be converted into additional living areas such as recreation rooms or home gyms.

The Vehicle Parking Waiver form is available on the Chestatee POA website under the My Information tab and is submitted online. For further information regarding the parking policies within the Community, please review the parking information located under the Download tab in a folder called Parking. This information is also available on the HMS Express app and the app includes the ability to submit a Parking Waiver.

The Vehicle Parking Waiver form must list **all** resident and family-owned vehicles, not just those covered by the waiver, identifying those permanently parking in the driveway, or in certain cases, resident home care professional’s vehicles frequently staying overnight or for multi-night stays. Parking Waiver forms that only list the vehicles that will be parked outside will be rejected. Parking waivers do not apply to towed and/or recreational vehicles or commercial vehicles; those must be garaged at all times with no exceptions. Parking waivers should be requested as soon as the need arises and are valid for the two-year cycle as long as the vehicles associated with the home are correct and the parking situation remains.

If you are in compliance with the following rules, a waiver may be granted:

- Parking in the driveway is permitted when the resident has more vehicles than garage space, where vehicles can fit, and those vehicles parked in the driveway are a resident's primary means of transportation on a regular basis. Vehicles in the driveway cannot block the sidewalk.
- Parking in the driveway is permitted for any vehicle that cannot fit in an unaltered garage. This would be for personally owned vehicles such as a pickup truck or an SUV and not corporate or business owned vehicles bearing commercial signage, which must be garaged. Again, the oversized vehicles parked in the driveway must be a resident's primary means of transportation on a regular basis.
- Waivers will not be granted for having "materials" stored, cabinets mounted, or lawncare items housed in a garage space where a vehicle can be parked.

Please note that a garage inspection may be required and the inspector must conclude that a vehicle will not fit safely (not just comfortably). Where garages are modified to cause the vehicle not to fit within the garage, Vehicle Parking Waivers will not be granted (e.g. storage cabinets, shelves, or workbenches, home gyms, living areas etc.). Vehicle Parking Waivers can be revoked at any time if the conditions of the approval change. Residents with a temporary situation requiring the need to park in the driveway may either submit a temporary parking waiver request or advise their Association Administrator at HMS, Julie Kiep, of their particular situation by email at Julie.A.Kiep@hms-inc.net.

Residents will be notified by HMS only if their parking waiver is denied. If approved, the resident's waiver can be found on resident's HMS account records page. Resident's will be notified when renewals are required.

We have observed numerous ongoing violations regarding vehicle parking. The Board is providing this policy to further clarify the covenants.

Remember that the same mandatory section of the Covenants requires that garage doors must be kept closed at all times unless you are entering or leaving the garage.

Thank you for helping us with this important matter and for your continued effort in making Chestatee a wonderful and beautiful place to live.

FOR REFERENCE

Article VI of the Declaration of Protective Covenants for Chestatee

Section 5. Vehicles.

The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, limousines and automobiles. Vehicles shall not be parked on any streets within the Community. Vehicles shall not be parked on the Common Property. For Lots on which a garage has been constructed, vehicles shall not be parked on any portion of the Lot other than in the garage; provided, however, if, and only if, the Occupants of a Lot have more vehicles than the number of garage parking spaces, those excess vehicles which are an Occupant's primary means of transportation on a regular basis may be parked on the driveway on the Lot. Garage doors shall be kept closed at all times, except during times of ingress and egress from the garage. For Lots on which a garage has not been constructed, vehicles must be parked only on paved areas required and approved as part of the original construction for such Lot. All parking shall be subject to such rules and regulations as the Board may adopt.

Notwithstanding anything provided herein to the contrary, no towed vehicle, boat, boat trailer, recreational vehicle, motor home, mobile home, bus, truck with camper top, commercial vehicle, truck (except pick-up trucks and sport utility vehicles), trailer, motorcycle, minibike, scooter, go-cart or similar recreational vehicle shall be permitted on any Lot, except if kept in an enclosed garage, for periods longer than forty-eight (48) consecutive hours (the intent of this provision is that the aforementioned vehicles may not be stored on a Lot except if in a garage and the temporary removal of such vehicle from a Lot to break the continuity of the forty-eight (48) consecutive hours shall not be sufficient to establish compliance with this restriction). Any such vehicle shall be considered a nuisance and may be removed from the Community.

No vehicle may be left upon any portion of the Community, except in a garage, if it is unlicensed or if it is in an [sic] condition such that it is incapable of being operated upon the public highways. Any such vehicle shall be considered a nuisance and may be removed from the Community.

No motorized vehicles shall be permitted on pathways or unpaved Common Property except for public safety vehicles and vehicles authorized by the Board.



**Board of Directors Corporate Resolution of:
Community Signs**

We, the undersigned, being all the directors of this corporation, consent and agree that the following corporate resolution was made on **Thursday, September 8, 2016** at the regularly scheduled monthly Board of Directors Meeting for the Chestatee Community Association, Inc.

In accordance with State law and the bylaws of this cooperation, by unanimous consent, the board of directors do hereby and consent that all community owned signage, such as street/traffic signs, are not to be used for the posting of any signs, decorations or any other attachments for any reason.

Therefore, it is resolved, that the corporation shall charge a \$50 fine for owners or occupants who are in breach of this rule. Those owners/occupants will be notified by letter.

The officers of this cooperation are authorized to perform the acts to carry out this corporate resolution.

**RESOLUTION OF THE BOARD OF DIRECTORS OF
CHESTATEE COMMUNITY ASSOCIATION, INC.**

FINING PROCEDURE FOR REPEAT VIOLATIONS

WHEREAS, the governing documents of Chestatee Community Association, Inc. include the Declaration of Protective Covenants for Chestatee (“Declaration”), the Bylaws of Chestatee Community Association, Inc. (“Bylaws”), and the rules and regulations of Chestatee Community Association, Inc. (“Rules and Regulations”);

WHEREAS, Article VI, Section 1 of the Declaration authorizes the Board of Directors to promulgate reasonable rules and regulations applicable to the Community;

WHEREAS, the Board has determined that preventing repeat violations is a legitimate interest of the Association;

WHEREAS, the Board has determined that the below rules and regulations are the least restrictive means to accomplish this legitimate interest; and

NOW, THEREFORE, the Board of Directors of Chestatee Community Association, Inc., hereby sets forth and adopts the following rules and regulations regarding the imposition of fines for repeat violations:

1.

Rules and Regulations

Fining Procedure for Repeat Violations

- 1.1 In the event an individual violates the Declaration, Bylaws or Rules and Regulations of the Association, the Board shall have the authority to impose fines or other sanctions pursuant to Article XII, Section 1 of the Declaration.
- 1.2 Prior to imposing a fine, the Board shall comply with the fining procedure set forth in Article III, Part C, Section 20 of the Bylaws.
- 1.3 After the Board sends the written notice in compliance with the fining procedure set forth in Article III, Part C, Section 20 of the Bylaws, in the event the violation is not abated or the individual commits the same or substantially the same violation again within six (6) months of said notice, the Board may impose the fine set forth in the written notice without further notice or opportunity for a hearing.

This Resolution and the rules and regulations contained herein shall be effective upon adoption by the Board of Directors and the mailing or delivering of a copy of this Resolution to the owners and occupants in Chestatee.

RESOLVED AND ADOPTED by the Board of Directors of Chestatee Community Association, Inc., this 14th day of November, 2017.

CHESTATEE COMMUNITY ASSOCIATION, INC.



Director



Director



Director



Director



Director



Director



Director

**RESOLUTION OF THE BOARD OF DIRECTORS OF
CHESTATEE COMMUNITY ASSOCIATION, INC.**

WHEREAS, the governing documents of Chestatee Community Association, Inc. include the Declaration of Protective Covenants for Chestatee ("Declaration"), the Bylaws of Chestatee Community Association, Inc. ("Bylaws"), and the rules and regulations of Chestatee Community Association, Inc. ("Rules and Regulations");

WHEREAS, Article VI, Section 1 of the Declaration authorizes the Board of Directors to promulgate reasonable rules and regulations applicable to the Community;

WHEREAS, Article VI, Section 6 of the Declaration provides that Lots may be leased for residential purposes, that all leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, Bylaws, use restriction, and rules and regulations of the Association, and that all leases shall also obligate the tenant to comply with the foregoing;

WHEREAS, the Board has determined that the Association has a legitimate interest in obtaining copies of leases to ensure compliance with Article VI, Section 6 of the Declaration, including the enforcement thereof;

WHEREAS, the Board has determined that the below rules and regulations are the least restrictive means to accomplish this legitimate interest; and

NOW, THEREFORE, the Board of Directors of Chestatee Community Association, Inc., hereby sets forth and adopts the following rules and regulations regarding the leasing of Lots in the Community:

1.

Rules and Regulations

Leasing

1.1 All leases must be in writing. At least ten (10) days prior to entering into the lease of a Lot, the Owner shall provide the Board of Directors with a copy of the proposed lease and such other information as the Board may reasonably require. The Board may approve or disapprove the form of said lease. In the event a lease form is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease form into compliance with the Declaration, any rules and regulations adopted pursuant thereto, and any criteria determined by the Board. Within ten (10) days from the execution of the lease by the Owner and the tenant(s), the Owner shall provide the Board with a copy of the executed lease and the names and phone number of the tenant(s) and any other person that is authorized to occupy the Lot. Nothing contained in this Section shall permit the Board to approve or deny a tenant.

1.2 All leases entered into after the date of this Resolution shall contain the following:

The tenant hereby acknowledges receipt of a copy of the Declaration of Protective Covenants for Chestatee ("Declaration"), the Bylaws of Chestatee Community Association, Inc. ("Bylaws"), the use restrictions ("Use Restrictions"), and the rules and regulations of Chestatee Community Association, Inc. ("Rules and Regulations") (the Declaration, Bylaws, Use Restrictions, and Rules and Regulations are collectively referred to as the "Governing Documents"). All tenants shall abide by and comply with all provisions of the Governing Documents and shall control the conduct of all other occupants and guests in order to insure compliance with the foregoing. Tenant acknowledges that the violation by tenant or any occupant living with tenant of any provision of the Governing Documents shall constitute a default under the lease. Owner shall cause all occupants of his or her Lot to comply with the Governing Documents, and is responsible for all violations and losses caused by such occupants, notwithstanding the fact that such occupants of the Lot are fully liable and may be sanctioned for any violation of the Governing Documents. If the tenant, occupant, or a person living with the tenant, violates the Declaration, Bylaws, or a rule and regulation for which a fine is imposed, such fine may be assessed against the tenant and/or the Owner.

Any violation of the Governing Documents by the tenant, any occupant, or any person living with tenant, or by the guest, family member, licensee, or invitee of any of the foregoing, is deemed to be a violation of the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict, in accordance with Georgia Law, the tenant and all other persons occupying the Lot. The Owner hereby delegates and assigns to the Association, acting through the Board, the irrevocable power and authority of enforcement against the tenant and all other persons occupying the Lot for breaches resulting from the violation of the Governing Documents, including the irrevocable power and authority to evict the tenant and all other persons occupying the Lot on behalf and for the benefit of the Owner, in accordance with the terms hereof, or to require the Owner to do so. In the event the Association proceeds to evict the tenant and/or all other persons occupying the Lot, any costs, including attorney's fees and court costs, associated with the eviction shall be specifically assessed against the Lot and the Owner thereof, such being deemed hereby as an expense which benefits the leased Lot and the Owner thereof.

1.3 The leasing of a Lot and the occupancy of a Lot pursuant to a lease that does not comply with this Rule and Regulation shall be deemed a violation of the Governing Documents by the Owner and such person(s) occupying the Lot. The Association, acting through the Board, shall have all rights of enforcement as set forth in the Governing Documents, including this Rule and Regulation, against the Owner and such person(s) occupying the Lot.

This Resolution and the rules and regulations contained herein shall be effective upon adoption by the Board of Directors and the mailing or delivering of a copy of this Resolution to the owners and occupants in Chestatee.

RESOLVED AND ADOPTED by the Board of Directors of Chestatee Community Association, Inc., this 12th day of February, 2019.

CHESTATEE COMMUNITY ASSOCIATION, INC.

Byron Hoch
Director

Josh C Nason
Director

Olivia Campbell
Director

Jeffy Houser
Director

Paul Anderson
Director

[Signature]
Director

Greg Rock - Absent
Director

**BOARD RESOLUTION OF THE CHESTATEE COMMUNITY ASSOCIATION, INC.
TO ESTABLISH GUIDELINES FOR HOLIDAY DISPLAYS**

WHEREAS, the governing documents of the Chestatee Community Association, Inc. include the Declaration of Protective Covenants for the Chestatee Community Association, Inc. ("Bylaws") and the Supplements and the rules and regulations for the Chestatee Community Association, Inc.

WHEREAS, Article VI, Section 1 of the Declaration authorizes the Board of Directors to promulgate reasonable rules and regulations applicable to the Community;

WHEREAS, the Board has determined that excessive or obtrusive holiday or seasonal décor may present a nuisance for some residents, and that the Association has a legitimate interest in regulating the rules and regulations as it pertains to exterior holiday and seasonal decor in order to maintain an attractive, harmonious community reflective of the Chestatee look and design, in which residents and their guests may enjoy and are not detrimental to the community's property values.

WHEREAS, the Board has determined that the below rules and regulations are the least restrictive means to accomplish this legitimate interest; and

NOW, THEREFORE, the Board of Directors of Chestatee Community Association, Inc., hereby sets forth and adopts the following rules and regulations regarding the display of holiday and seasonal decorations:

Holiday Displays

Homeowners electing to decorate the exterior of their home for a holiday shall follow the guidelines as stated below:

1. All holiday décor, including lights, should not be displayed any sooner than thirty days before the holiday and should be removed from the property no more than fifteen days from the last day of the holiday.
2. Decorations should be properly maintained for the duration that they are displayed.
3. Decorations should not cause nuisance to neighbors or others based on illumination or sound, or be obtrusive in any way to neighboring properties or other Chestatee residents. Displays should be in line with the spirit of the holiday and should not be offensive or obnoxious.
4. No decorations which create a safety hazard will be permitted.
5. Complaints or objections to holiday displays relayed to the Board of Directors will be subject to their decision on resolution.

Seasonal Décor

Homeowners electing to decorate the exterior of their home using seasonal displays shall follow the guidelines as stated below:


1. Seasonal décor should be in line with the season and should be properly maintained for the duration that they are displayed.

2. Decor should be tasteful, not offensive or obnoxious, and not cause nuisance to others, or be obtrusive in any way to neighboring properties or other Chestatee residents.
3. All seasonal décor should be removed from the property no more than ten days from the last day of the season and should not be displayed any sooner than ten days before the season.
 - Spring runs from March 1 to May 31;
 - Summer runs from June 1 to August 31;
 - Fall runs from September 1 to November 30; and
 - Winter runs from December 1 to February 28
4. No décor which would create a safety hazard will be permitted.
5. Complaints or objections to holiday displays relayed to the Board of Directors will be subject to their decision on resolution.


This Resolution and the rules and regulations contained herein shall be effective upon adoption by the Board of Directors and the mailing or delivering of a copy of this Resolution to the owners and occupants in Chestatee Community Association, Inc.

RESOLVED AND ADOPTED by the Board of Directors of Chestatee Community Association, Inc., this 14 day of Jan 2020.


Director


Director


Director


Director


Director


Director


Director

**BOARD POLICY FOR THE CHESTATEE COMMUNITY ASSOCIATION, INC.
TO ESTABLISH GUIDELINES FOR ALTERNATIVE DISPUTE MEDIATION REQUESTS BY THE BOARD OF
DIRECTORS REGARDING NEIGHBOR TO NEIGHBOR DISPUTES**

This Alternative Dispute Mediation Request Policy was duly adopted by the Board of Directors of the **CHESTATEE COMMUNITY ASSOCIATION, INC.** on Feb 12, 2020. Nothing herein is intended to be construed as an attempt to relieve the Association or the Board of Directors from any of its duties under the Declaration of Covenants, Conditions and Restrictions for the **CHESTATEE COMMUNITY ASSOCIATION, INC.** or any other Governing Documents of the Association. This Policy only establishes a prerequisite to the request for Association involvement in certain, limited, "Neighbor to Neighbor Disputes".

A. DEFINITIONS

1. "Neighbor to Neighbor Dispute" shall mean a dispute or complaint (s) lodged by one Lot Owner against another Lot Owner which, in the Board's sole discretion, does not impact the Common Areas or is not covered in the governing documents. Common "Neighbor to Neighbor Disputes" include but are not limited to: boundary disputes, property rights & certain nuisance claims.


B. POLICY TERMS

1. When a dispute or complaint is brought to the attention of the Board regarding interpretation of rights under, or enforcement of, the governing documents, the Board shall, at its next scheduled meeting, discuss the complaint or dispute and make a reasonable business judgment decision based upon the particular facts as to whether it constitutes a Neighbor to Neighbor Dispute or a Covenant Enforcement Issue.
2. If the dispute qualifies as a covenant enforcement matter and if the parties determine that they would like to seek Association involvement in resolving the dispute. The Board shall determine what violation(s) of the Declaration or governing documents exists which require Association action, the particular circumstances and, if so, the action that will be taken will be in accordance with Association Notice and Hearing procedures to resolve.
3. If the Board finds that the complaint or dispute constitutes a Neighbor to Neighbor Dispute and is not in violation of the governing documents, it shall notify the parties of the Neighbor to Neighbor Dispute of its decision and request that the parties resolve their dispute on their own.

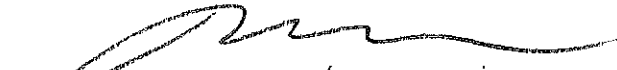
THIS POLICY SHALL BE INAPPLICABLE TO ANY COMPLAINTS OTHER THAN NEIGHBOR TO NEIGHBOR DISPUTES.

This policy contained herein shall be effective upon adoption by the Board of Directors and the mailing or delivering of a copy of this policy to the owners and occupants in Chestatee Community Association, Inc.


RESOLVED AND ADOPTED by the Board of Directors of Chestatee Community Association, Inc., this
12 day of Feb 2029.



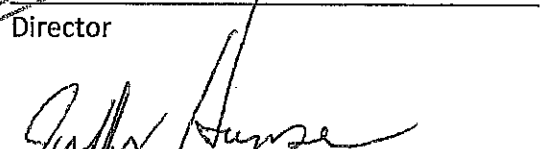
Director




Director




Director




Director



Director



Director



Director

**BOARD RESOLUTION OF THE CHESTATEE COMMUNITY ASSOCIATION, INC.
TO FURTHER DEFINE RESPONSIBILITIES OF LOT MAINTENANCE, GUIDELINES AND
REGULATIONS**

WHEREAS, the governing documents of the Chestatee Community Association, Inc. include the Declaration of Protective Covenants for the Chestatee Community Association, Inc. ("Bylaws") and the Supplements and the rules and regulations for the Chestatee Community Association, Inc.

WHEREAS, Article VI, Section 1 of the Declaration authorizes the Board of Directors to promulgate reasonable rules and regulations applicable to the Community;

WHEREAS, the Board has determined that a resolution to adopt additional guidelines regarding lot maintenance, and that the Association has a legitimate interest in regulating the rules and regulations in order to maintain an attractive, harmonious community in which residents and their guests may enjoy;

WHEREAS, the Board has determined that the below rules and regulations are the least restrictive means to accomplish this legitimate interest; and

NOW, THEREFORE, the Board of Directors of Chestatee Community Association, Inc., hereby sets forth and adopts the following additional guidelines to **Article V, Section 1**; which provides authority to the Board of Directors to take action to remedy distressed lots in the best interest of the community as described here:

In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Community, where the Board has determined that such maintenance would benefit all Owners. 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 family, guests, lessees, or invitees of any Owner, and is not covered and paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot of such Owner. The foregoing maintenance shall be performed consistent with the Community-Wide Standard.

Therefore, the following guidelines will apply to all lot owners regarding landscape maintenance services taken from **Article V, Section 2 of the governing documents**:

All maintenance of the Lot and all structures, parking areas, landscaping, and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community-Wide Standard and this Declaration. Such maintenance shall include, without limitation,

- The repairing and painting (or other appropriate external care) and otherwise caring for the dwelling and all other structures located on the Lot;
- The seeding, fertilizing and watering of all lawns and mowing, edging, clipping, sweeping, pruning, raking and otherwise caring for all lawns;
- The pruning and trimming of all trees, hedges and shrubbery not maintained by the Association so that the same are not obstructive of a view by motorists or pedestrians of street traffic;
- The removal of dead plant material; and
- The maintenance, repair and painting of all fences on the Lot.

In the event that the Board of Directors of the Association determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair, or replacement of items for which such Owner is responsible hereunder, the Association shall, except in an emergency situation, give

the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement at the Owner's sole cost and expense.

- The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary.
- The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time.
- If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at such Owner's sole cost and expense, and all costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot. The remedies provided in this Section shall be in addition to, and not in lieu of, other remedies provided in this Declaration for a violation of the Declaration.

This Resolution and the rules and regulations contained herein shall be effective upon adoption by the Board of Directors and the mailing or delivering of a copy of this Resolution to the owners and occupants in Chestatee Community Association, Inc.

RESOLVED AND ADOPTED by the Board of Directors of Chestatee Community Association, Inc., this 8th day of July 2020.

Byron Lock

Olivia Connelly

[Signature]

John N...
Tim Anderson

[Signature]



Chestatee Community Association

Policy Concerning Hiring of Resident Contractors and Business Owners

The purpose of this policy is to differentiate the utilization of commercially licensed contractors and business owners who are residents within Chestatee as opposed to non-resident contractors or business owners. As residents these individuals are required to abide by the covenants and policies as promulgated, applied, and adjudicated by the Chestatee Community Association (CCA).

To avoid conflicts, ill will, and potential litigation among residents, resident contractors, business owners, and the CCA, it shall be the policy of the CCA not to solicit, hire or utilize the services of commercially licensed contractors or businesses owned by Chestatee residents. For licensed contractors, this shall include work on the Common Properties within the Community, including but not limited to, The Lodge, Pavilion, Pool, Tot Lot, Tennis/Pickleball, Basketball, Bocce ball courts, Croquet Field, Bandstand and The Square. This exclusion also applies to performing such work as landscaping, plumbing, HVAC and electrical repairs to monuments and structures, road, and sidewalk repairs, lighting improvements, street light repairs or replacements. For business owners this shall comprise services, including but not limited to, legal, insurance, architectural, property management, decorating, and real estate.

Resident contractors and business owners shall abide by the Policy Concerning the use of Chestatee Facilities whereby the reservation of Chestatee facilities by resident contractors for business activities such as promotional events, seminars, presentations, or meetings by or on behalf of their business is not allowed.

The CCA shall not promote, recommend, or endorse resident contractors or business owners to any resident within the community nor to any commercial contractor with which the CCA conducts business.

This policy shall not be construed to limit the CCA from establishing work parties consisting of residential volunteers assigned to perform minor repairs and improvements within the community as approved by the CCA.

Exceptions to this policy: In instances where there is a localized natural disaster such as a severe storm or tornado the CCA shall, at its discretion, utilize resident contractors to forestall further damage to community property and to protect resident lives. In the event of a Federal, State, or local declared disaster, such as a hurricane, terrorist attack, civil unrest, or contagion the CCA may, at its discretion, hire, organize, mobilize, and deploy resident contractors and/or business owners to protect resident lives, and common property. The CCA may utilize resident contractors and/or business owners, in rare instances such as but not limited to the, a) absence of responses to CCA issued solicitations, b) service or repair is of an unusual or unique nature, c) the resident contractor or business owner is a single source quality provider, and d) the emergency repair or service is required to mitigate damage to CCA common property.

Adopted -

Chestatee Community Policy regarding Garage Sales and Estate Sales

A community wide garage sale will be organized by the Social Club or other resident group on a once a year basis. No “garage sale” can be held in the community by an individual resident. Individuals may not conduct a business such as selling items from their home or garage according to the covenants (Article VI Section 2) due to the increase of traffic on residential streets, the use of the home as a business and the impact to the residential quality of our Community.

If a resident wishes to request an estate sale through a 3rd party vendor due to a sale of the property, the following requirements must be met:

1. Homeowner is required to notify the POA of the dates of the sale and who the estate sale vendor is and be granted permission for the sale.
2. Sales are limited in number of days (no more than 3) and to daytime hours (10-4).
3. Signage must be placed on the street to limit parking to one side of the street only.
4. Any damage to common areas will require the homeowner to pay for repairs.

Adopted July 2025 by the Chestatee POA

Rules & Regulations-Amenity Use

**Policy Concerning Use of Chestatee Facilities
(Approved August 2024)**

The Common Properties within the Community, including but not limited to, the Lodge, Pavilion, Square, Pool, Tennis, Pickleball, Basketball and Bocce courts, are not open to the public and are to be used only by Chestatee owners, their family members and/or accompanied guests. Common property, including parking lots, shall NOT be utilized for any commercial, business or organizational purposes.

In keeping with this purpose and in accordance with the terms of the Declaration, the Chestatee Lodge and Pavilion (the rented Facilities) are available for rental reservation only by Chestatee owners. The rented Facilities are for the owner's and their immediate family's personal use for occasions such as weddings, birthday parties, graduations, and other family style gatherings. The Facilities cannot be used for business, political, religious or other organizational events or gatherings. The Facilities shall not be rented by or subleased to a third party or to non-owner for their use. When the Lodge is rented, the rental includes the patio space outside of the lower level at the Lodge. The driveway is not to be used for parking, but only for unloading and loading. A lessee who has an approved and permitted lease with a Chestatee owner can only rent the Lodge or Pavilion through the owner.

The Chestatee Community Park area, known as the Bandstand or Square, is intended to be used for general Chestatee Community functions or events, and is NOT available for rental or reservation by residents for private or personal events. When the Square is utilized for Community events, it must be open to the entire Community. Events, such as those held by a Resident Club or Group or for a community event initiated by a resident, will require a reservation so that the Community calendar can include that use and residents can be advised. Such an event by a resident will require a Security Deposit as outlined in the rental policy. The Square is NOT available for business, political, religious events or gatherings.

The Recreational Amenities are for Chestatee owner's personal use only and are NOT available for rental. The pool and various courts in the community are not to be used for walking/exercising dogs, as playgrounds (with the exception of the tot lot), or by wheeled vehicles. Recreational property shall NOT be utilized for any commercial or business purposes. This applies to residents using the recreation facilities, such as the Pool, Tennis, Pickleball, Basketball or Bocce courts for the purpose of providing training or coaching services, or lessons, to non-residents of Chestatee for a fee, since that would be considered a commercial enterprise. Coaching and/or lessons contracted by Chestatee residents for themselves from a certified insured coach are allowed. If a resident is offering these services to another resident for a fee, or, if a resident, or a small group of residents, bring in a coach or trainer, that is acceptable, since it is a resident focused service.

This policy shall not allow use of any Common Property by any organizations for business, religious, political or charitable events, seminars or gatherings. The Common properties shall not be used to make a profit or raise funds for any person, organization or institution. However, events sponsored or organized by the Resident Club or Group, such as merchandise markets, designed to raise funds for a Resident Club or Group, which in turn will support Chestatee community events or projects, are allowed under this policy.

Folding tables and chairs located at the Lodge and the Pavilion shall NOT be borrowed for a resident's personal use. These items are a part of the facility inventory and are not community property, therefore removing them from the facility is prohibited.

Chestatee Community amenity trash bins are for use during and after events at the Facilities, and not for resident's personal use. Do not put household trash, waste, yard debris, construction materials or paint cans, in the trash bins. These areas now have operating surveillance cameras for the protection of our community assets. Misuse of the facilities and bins will result in a \$500.00 violation, fine, and any applicable cleanup costs billable the owner's account. Please note: paint is considered a hazardous waste requiring specific government guidelines for disposal at authorized disposal sites.

Chestatee Community Association, Inc.

Pool Rules

The following rules and regulations are established for the health, welfare, and safety of all members of the Chestatee Pool and their guests.

1. Only Chestatee residents and their accompanied guest may use this facility and do so at their own risk. Picture Identification is required.
2. Unattended solo bathing is prohibited.
3. Children (under 12 years of age) shall not use pool without an adult in attendance. Children who cannot swim must be within arm's reach of an adult.
4. Children, three years old and younger, as well as any child not potty trained, must wear snug fitting plastic pants or a water resistant swim diaper.
5. No pets, smoking, chewing tobacco, gum or glass articles allowed in or around pool area.
6. No food, drink, or wrappers shall be permitted within ten feet (10') of the swimming pool or spa.
7. No running, spitting, spouting of water, blowing nose, rough play, or excessive noise (amplified sound) allowed in the pool area.
8. Clean and proper swimming attire is required. Cutoff shorts are not allowed.
9. No swimming allowed after dark, during heavy rain, or when thunder and lightning can be seen or heard.
10. No diving is allowed. You must enter the water feet first.
11. Please shower before entering the pool.



**Board of Directors Corporate Resolution of:
Pool Card Replacement Fee**

We, the undersigned, being all the directors of this cooperation, consent and agree that the following corporate resolution was made on **Tuesday, July 12, 2016** at the regularly scheduled monthly Board of Directors Meeting for the Chestatee Community Association, Inc.

In accordance with State law and the bylaws of this cooperation, by unanimous consent, the board of directors do hereby and consent that residents will be issued one pool card per household at no charge. Upon sale of the home, it is the responsibility of the seller to transfer their pool card to the buyer of their property.

Therefore, it is resolved, that the corporation shall charge a \$30 pool card replacement fee for owners who lose or damage their pool key initially issued to their household.

The officers of this cooperation are authorized to perform the acts to carry out this corporate resolution.

Chestatee Community Association, Inc.

Basic Rules for League Tennis

Created by the Chestatee Tennis Committee in February of 2010

1. Any USTA, ALTA, or other league tennis playing at Chestatee facilities must have at least one Chestatee resident on the team and involve participating Chestatee residents at all times during home matches.
2. Following a home match, it is the responsibility of the tennis players to clean up any materials from the home match.
3. Restroom facilities should be provided in either the pool area during the swimming season, or inside the Nightfire Lodge. Chestatee League players should assure that the restrooms are left in good condition and they must manage access through the downstairs door when the Lodge is in use by other groups. If the Nightfire Lodge is used, then the facility shall be locked following the matches.
4. Courts: Up to 3 courts can be committed for play, and the 4th court may be used if no Chestatee residents are playing at that time.
5. Chestatee Residents if USTA or Alta qualified at the appropriate level of play, will have roster priority over nonresident for all League teams that use Chestatee as Home courts.

**RESOLUTION OF THE BOARD OF DIRECTORS OF
CHESTATEE COMMUNITY ASSOCIATION, INC.**

WHEREAS, the governing documents of Chestatee Community Association, Inc. (the "Association") include the Declaration of Protective Covenants for Chestatee ("Declaration"), the Bylaws of Chestatee Community Association, Inc. ("Bylaws"), and the rules and regulations of Chestatee Community Association, Inc. ("Rules and Regulations");

WHEREAS, residents of the Chestatee Community have formed a Group/Club that schedules, plans and arranges social events for owners and residents (the "Social Club");

WHEREAS, the social events are opened to all owners and residents, and all such owners and residents are encouraged to attend;

WHEREAS, the primary purposes of such social events are to foster a sense of community and encourage positive interactions between neighbors;

WHEREAS, the Social Club is not an official committee of the Association, and the members thereof are not appointed by the Board of Directors of the Association;

WHEREAS, the Board of Directors does, however, provide funding for certain of the social events;

WHEREAS, the Board desires to foster a climate of inclusivity at such social events, and has determined that it is paramount to ensure that such social events comply with the Fair Housing Amendments Act of 1988 and the Georgia Fair Housing Act; and

NOW, THEREFORE, the Board of Directors of Chestatee Community Association, Inc., hereby sets forth and adopts the following policy relating to opening blessings at Association funded events:

1.

- 1.1 In the event the Social Club desires to have an opening blessing at any social event for which the Association is providing funding, the following procedures must be complied with:
 - (a) As part of the communication to the owners and residents regarding the social event, the Social Club shall notify the owners and residents that they may, if they so desire, participate in the opening blessing/statement. Such participation shall be open to all owners and residents regardless of such owner's or resident's religion or lack of affiliation with a religion. The communication shall request that any owner or resident desiring to make an opening blessing/statement to contact the Social Club prior to the date of the

social event, and shall provide the contact information for a person on the Social Club that owners and residents can contact.

- (b) The opening blessing/statement shall not be used for proselytizing or condemning any other person, group or religion. Rather, the opening blessing/statement shall be in keeping with the primary purposes of the social events.
- (c) Each participant in the opening blessing/statement shall make his or her blessing/statement brief.


1.2 In the event the Social Club fails to comply with the above stated policy, the Board of Directors will cease providing and funding to the Social Club.

RESOLVED AND ADOPTED by the Board of Directors of Chestatee Community Association, Inc., this 12th day of December, 2017.

CHESTATEE COMMUNITY ASSOCIATION, INC.



Director



Director



Director



Director



Director



Director



Director

**BOARD RESOLUTION OF THE CHESTATEE COMMUNITY ASSOCIATION, INC.
TO ESTABLISH ADDITIONAL GUIDELINES FOR DISPLAYING FLAGS**

WHEREAS, the governing documents of the Chestatee Community Association, Inc. include the Declaration of Protective Covenants for the Chestatee Community Association, Inc. ("Bylaws") and the Supplements and the rules and regulations for the Chestatee Community Association, Inc.

WHEREAS, Article VI Use Restrictions and Rules Section 1 of the Declaration authorizes the Board of Directors to promulgate reasonable rules and regulations applicable to the Community;

WHEREAS, the Board has determined a need to adopt a resolution to further define additional guidelines regarding the display of Flags on behalf of the Association, in which it has a legitimate interest in regulating the rules and maintaining a harmonious community in which residents and their guests may enjoy;

WHEREAS, the Board has determined that the rules and regulations below are the least restrictive means to accomplish this legitimate interest; and

NOW, THEREFORE, the Board of Directors of Chestatee Community Association, Inc. hereby sets forth and adopts the following additional guidelines to **Article VI, Section 22**; regarding the display of Flags:

(a) Flags

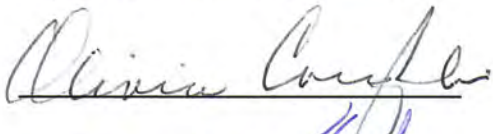
i. No more than two flags may be mounted on the residence so long as the length of the staff does not exceed six feet and the top-most part of the staff does not exceed a height of ten (10) feet as measured from ground level or eight (8) feet above the front porch/stoop, whichever is higher. Freestanding flagpoles are not permitted.

ii. The United States flag, the current official flag of the State of Georgia, official flags of any branch of the United States Armed Forces, officially recognized collegiate/academy flags, and official flags of nationally recognized United States professional sports leagues (e.g., NFL, MLB, NBA, NHL, MLS) may be displayed on a flagstaff without prior CMRC approval.

iii. No other type of flag or banner may be displayed on any Lot without prior CMRC approval.

This Resolution and the rules and regulations contained herein shall be effective upon adoption by the Board of Directors and the mailing or delivering of a copy of this Resolution to the owners and occupants in Chestatee Community Association, Inc.

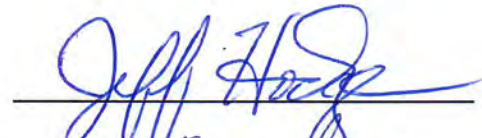
RESOLVED AND ADOPTED by the Board of Directors of Chestatee Community Association on March 11 2024 (date)

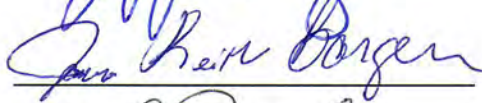


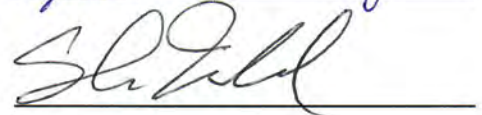












Architectural Review Guidelines & Procedures



ARCHITECTURAL AND MODIFICATION REVIEW
GUIDELINES, STANDARDS AND PROCEDURES
Updated 2026

CHESTATEE COMMUNITY GUIDELINES

INTRODUCTION TO THE ARCHITECTURAL AND MODIFICATION REVIEW PROCESS

One of the most effective methods of assuring the protection of the master-planned development concept, community lifestyle environment, and individual property values is through the establishment of high standards of architectural review. This objective is accomplished through a twofold process. First, the Chestatee Development Corporation Architectural Review Committee (ARC) reviews and approves applications and design documents for all new home construction. Second, the Chestatee Modification Review Committee (CMRC) reviews and approves all alterations, modifications, landscaping and/or changes to existing properties. Each application is evaluated on its own merits with reasonable flexibility for design, function and creativity. The CMRC chair is a nonvoting member of the ARC for new Construction. The CMRC will use the ARC Guidelines set forth in this document to review alterations, modifications or changes to existing properties to assurance compliance with these guidelines.

ARC KEY DESIGN GUIDELINES

The following list summarizes those design elements which the ARC requires, recommends, and/or encourages.

1. Compatibility with southern living and craftsman style design themes.
2. Preservation of the natural character of the site.
3. Use of certified professionals qualified in the fields of planning, architecture, landscape design, engineering, and surveying.
4. Emphasis on the aesthetics of exterior architectural theme/detailing such as rambling building masses, gabled roofs, covered porches and creative landscape design.
5. Superior quality construction with emphasis on the use of natural materials such as stone, wood, and brick.
6. Conformance with the standard mailbox design as approved by the Committee.

ARC CONSTRUCTION GUIDELINES AND STANDARDS

These guidelines have been created to establish minimum design and construction standards for all construction within Chestatee. Their purpose is to ensure the quality and design consistency of the homes constructed within the community. It is not their intent to inhibit or, in any way, restrict design creativity. The goal is to create a variety of unique designs blended together to create a harmonious streetscape. The standards may vary from these in specific neighborhoods to achieve a price point or aesthetic look.

The ARC reserves the sole right to review, amend, or make exceptions to the following guidelines as necessary.

MINIMUM SQUARE FOOTAGE REQUIREMENTS

All figures listed below represent heated/cooled living areas:

- One story/three bedrooms - 2200SF
- One & one-half story/three bedrooms - 2600SF
- Two story/three bedrooms - 2600SF
- Two story/four plus bedrooms - 3000SF

Although these minimum standards are intended to be design criteria for all homes in Chestatee, the ARC reserves the right to consider other factors during the review such as massing, streetscape appearance and overall impact on the community.

MINIMUM FOUNDATION REQUIREMENTS

All basement wall construction shall be poured concrete with a finished exterior surface and a minimum of nine (9) feet. Crawl space walls may be either concrete block with a finished exterior surface or poured concrete walls with a finished exterior surface. Slab foundations may be allowed but must incorporate a water table, utilizing brick or stone, with a minimum height of three (3) feet.

EXTERIOR WALL MATERIALS

Acceptable exterior wall materials include brick veneers, natural and simulated stone veneers, fiber cement siding, wood or other approved horizontal siding materials, board and batten siding, and cedar shake siding. Unacceptable materials include but are not limited to all stucco siding systems, exposed concrete or concrete block, and sheet plywood siding. Designs are encouraged to utilize a mixture of acceptable materials and finishes. However, when stone or brick veneers are used, the veneer shall either terminate as a perpendicular wall finish or return at the corner until it can terminate at a perpendicular wall.

Exterior elevations utilizing wood siding materials will be required to provide brick or stone veneer water on the exposed foundation faces on the front and sides. Chimneys on the front or sides of brick or stone veneer homes shall be finished with like materials and constructed from grade. Rear or roof protruding chimneys or siding may be submitted for consideration and approval, but only when the house has incorporated the same materials elsewhere. Interior chimneys may be treated with stucco as approved by the Architectural Review Committee. Chimneys located on the rear of a house may be cantilevered at an elevated deck. **NO** other

chimneys will be permitted to be cantilevered. The chimney cap on a prefab fireplace will be terminated with a decorative, painted sheet metal shroud to conceal the spark arrestors.

ROOFS AND ROOFING MATERIALS

All roof pitches visible from the street of golf course shall be a minimum 9:12 unless specifically approved by the Architectural Review Committee. Shed type roofs not visible from the street or golf course will be a minimum 4:12. Flat roofs shall not be permitted. Acceptable roof materials are cedar shingles, pine shingles or approved Architectural asphalt shingles or polymer shingles. Other materials may be acceptable in specific neighborhoods.

Porch and shed roof sections may be copper, pre-finished or field painted metal as approved by the ARC. All mechanical and plumbing vents shall be located behind ridge lines facing the street and golf course and shall be painted black. No ridge venting will be permitted, and all roof projections shall be located to minimize their impact to the street and golf course views. All gutters must be half round, and all downspouts must be round.

GARAGES AND DRIVEWAYS

All garages shall have single doors unless approved by the ARC. Garage doors shall be of equal quality and detail as the main house. Garage doors should complement the main house in material (detailing hardware, V-groove paneling, board and batten, raised panels, wood or wood composite, etc.) and color; doors can be painted or stained. All garages facing the street shall have an overhang or shade element in front of the garage doors.

All driveways shall be a minimum 12' wide. Acceptable driveway materials include concrete stained Chestatee black (Home Depot or Sherwin William), concrete pavers, stone, exposed aggregate concrete, and asphalt. Where asphalt is used, care shall be taken to ensure that smooth edges are achieved during the placement process.

WINDOWS AND DOORS

All windows oriented to the street or alley must have true divided lights or simulated divided lights in the top sash (at a minimum) and in traditional rectangular patterns only. Windows are double hung with grids as an integral part of the window. **NO** snap in grids will be allowed. Metal windows will not be permitted, however wood windows or composite windows with vinyl cladding are allowed.

Exterior doors that are visible from the street must be solid wood or wood grained composite, colonial panel or traditional French style. Front doors incorporating lead glass are not allowed. Metal exterior doors, metal screen doors and metal louvered doors are not allowed. Decorative iron doors may be allowed depending on quality or style with approval.

Window boxes are encouraged if in keeping with the home's architectural style. All shutters will be wood and sized will be matched to window sizes. Additionally, all shutters will be required to have hinge and hold back hardware.

STOOPS AND PORCHES

Stoops shall be finished with a material compatible with the finished materials on the home.

Acceptable materials include face brick, stone, slate, tile or wood. Exposed concrete or masonry will not be allowed. Porches and screened porches are strongly encouraged.

Porches may be painted or stained natural. Porches facing the street or golf course shall be either painted, stained or if left natural be constructed of cedar.

LANDSCAPE PLANS

Landscape plans must be submitted and approved prior to installation. The submitted plan for approval should reflect only the areas and materials which will be completed with the initial construction. The entire plan as approved must be installed. Front yard irrigation is required on all home sites.

The following guidelines apply:

- Minimum four (4') high heavy evergreen landscaping required at all garage turnarounds.
- Foundation planting is required on all four sides of the home.
- Evergreen screening is required at condensing units and at gas and electric meters.
- All shrubbery shall be a minimum two (2) gallon sizes with larger sizes mixed in for a more mature appearance.
- Mulch shall be a minimum three (3) inches when installed.
- Submit plant list with spacing, caliper, and container size for all plant materials.
- Specify materials of walkways.
- Landscaping into golf course easements will be reviewed on a case-by-case basis.
- Make every effort to preserve as much natural areas as possible and retain all substantial trees where possible.
- Provisions of the Dawson County Tree Ordinance may apply to the home site.

SITE PLAN NOTES

- Driveways and turnarounds shall be a minimum three (3') feet off property line.
- Show clearing limits and silt fence locations. Silt fence to be hog wire reinforced when adjacent to the golf course and/or lakes or waterways.
- Ensure that surface water drainage is not channeled onto adjacent properties.
- When retaining walls are used, they must be faced with compatible materials to those used on the home.
- Homes with less than ten (10') sideline setbacks will only be considered when the adjacent home is completed, or the adjacent home site is owned by the applicant. At a minimum all homes shall be sited with a minimum of ten (10) feet from roof line to roof line

NEW HOME DESIGN DOCUMENT SUBMITTAL REQUIREMENTS

1. Applicants shall submit plans to:
Architectural Review Committee
Chestatee Golf Club
777 Dogwood Way
Dawsonville, GA 30534
and to
Chestatee Modification Review Chair
CMRC@chestateepoa.com
2. Applicant's submittals shall contain a complete application form and all drawings and detail requirements.
3. Applicants shall supply all material selections and all exterior color selections at the time of submitting site plan and house plans for approval. Failure to submit the package in its entirety (except for the landscape plan) will result in an approval delay.
4. Applicants shall submit elevations or house plans which have been updated to include anticipated 'as built' modifications and constructions plan changes. In addition, Applicant shall not deviate from approved plans unless a modification request is submitted and approved by the Committee.
5. The minimum drawing requirements are as follows:
 - SITE PLAN-To include existing and proposed grades; all easements and rights-of-way; front, side, and rear setbacks; house footprint; driveway; walks; decks/patios; stoops and steps; clearing limits; silt fence and tree protection; and any requirement as noted in the Dawson County Tree Ordinance. Minimum scale is 1" = 30'.
 - FLOORPLANS-All floorplans drawn at ¼"= 1'0" and in the same orientation as to be built on the homesite.
 - ELEVATIONS -All front elevations drawn at ¼"= 1'0" and all other elevations at a minimum scale of 1/8" = 1'0" in the same orientation as to be built on the home site. All elevations shall include finished grade lines that match the grading on the Site Plan and reflect all exposed basement elevations depicting all chimneys, windows and doors.
 - ROOF PLANS-All roof plans drawn at a minimum of 1/8" = 1'0".
 - LANDSCAPE PLAN - Landscape Plan including finished grading to be drawn at a minimum 1"=30' and depicting grass, bed layouts and location, types and sizes of all plant materials and hardscape.
 - MATERIALS - Submission of samples for all exterior colors and materials.
 - OTHER - Submission of any other materials, drawings or photographs to clearly communicate the design intent.
6. Applicant or its Agent must sign for the approved plans when they are picked up. Their

signature will be an acknowledgement of the Architectural Review Committee's comments and Applicant's agreement to comply with those comments. All plans will be treated as preliminary review unless the plans have sufficient detail and completeness to be considered a final review. This determination will be at the sole discretion of the Architectural Review Committee.

7. After the plans have been approved, it will be the Builder's responsibility to pay all required construction deposits and schedule a clearing inspection with the Committee. At the time of the clearing inspection all house and garage corners, driveway locations, tree save and clearing limits, and setback and buffers will be staked and flagged by the builder. All erosion control measures must be completed prior to any clearing taking place on the home site.
8. Once a home site has been scheduled for a closing with Chestatee Development Corporation and a clearing inspection has been approved, the builder may begin to clear the site. However, no foundation construction may begin until the site plan and house plans have been approved.
9. Builder is responsible for completing all items shown on the approved plan.
10. Upon completion of construction, it will be the Builder's responsibility to notify the Architectural Review Committee to schedule a 'final inspection' of the home and home site. The purpose of the final inspection will be to determine compliance with the approved drawings, guidelines and review comments. Failure to notify the ARC may result in Builder's suspension from the builder-lot sales program or fines levied against the homeowner.
11. Once a final inspection has occurred and the Builder has received the final inspection report, Builder must complete the outstanding items on the final inspection report within thirty (30) days. Failure to complete those outstanding items within sixty (60) days will result in Builder's suspension from the builder-lot sales program including eligibility to receive pre-sale contracts and plan reviews.

ARCHITECTURAL REVIEW COMMITTEE DECISION FOR NEW HOMES

Upon receipt of the properly completed application and appropriate site and architectural plans, the ARC will review applicant's submittal and render one of the following decisions in writing:

1. APPROVED AS PRELIMINARY OR FINAL
2. APPROVED AS NOTED AS PRELIMINARY OR FINAL
3. RE-SUBMIT

APPLICANT'S RESPONSIBILITIES

The ARC and the CMRC assumes no liability for Applicant's responsibilities including, but not

limited to, the following:

1. Performance or quality of work of any contractor or subcontractor.
2. Compliance with all laws, codes and ordinances of any government agency or body.
3. Determination of environmental restrictions, drainage and grading requirements and all surface and subsurface soil conditions.
4. Determination of structural, mechanical, electrical, and all other technical aspects of a proposed design that can only be determined by competent architects, engineers, contractors, and other similar professionals.
5. Accuracy of all stakeouts and surveys.
6. Compliance with the Declaration of Protective Covenants.

If applications are APPROVED AS NOTED, such notations are rendered as changes that the Architectural Review Committee deems appropriate. Such notations are binding upon the Applicant. If applications are noted to be re-submitted (all or a portion of the plans), then Applicant shall make changes and re-submit plans for approval prior to beginning construction.

ALTERATIONS, MODIFICATIONS, AND CHANGES TO EXISTING HOMES

Applications for alterations, modifications, and changes to existing homes will be reviewed by the CMRC to determine the design documents required for approval. This review includes all exterior color changes, landscaping changes, exterior replacements, additions and other items deemed appropriate by the committee. No work shall commence without approval. All requests shall be submitted via a completed *Modification Request* form and accompanying signed *Neighbor Notification* form.

The requisite Modification and Neighbor Notification forms can be found on the Homeowner Management website. The link is <https://hms-inc.net>. Select My Information from the left side menu tabs and then click on Modification Requests.

**The Chestatee Architectural Review Committee
Application for New Construction Review**

Applicant/Builder: _____ Date: _____

Contact Person: _____ Telephone: _____

Business Address: _____

Property Address/Lot#: _____

New Construction Request: (Check appropriate box or boxes)

Architectural Drawings: (3 sets) Site Plan: (3 copies)

Other: _____

Source of home design: Custom Design: Builders Portfolio:

Sq. Footage: Main Level: _____ Second floor: _____ Terrace: _____

Stories: 1 1 1/2 2 **Basement:** Yes No

Garage: Front Entry Side Entry: Courtyard Entry: Detached:

LotType: Golf Course Frontage Lake Frontage: Corner: Standard:

Are there existing adjacent homes? Yes No

Has this building elevation been used on an adjacent home? Yes No Don't Know

Is this architectural plan a repeat plan? Yes (section/lot) _____ No

ESTIMATED START AND END DATES: _____

EXTERIOR MATERIALS

Siding Veneer:

Brick Stone/Rock Synthetic Stone/Rock

Lap Siding Cedar Shingles Board & Batten

Roofing: _____

Driveway: _____

Foundation Veneer: _____

Stoop: _____

Chimney: _____

EXTERIOR MATERIALS & COLORS

Veneer: _____ Trim: _____

Shutters: _____ Front Door: _____

Garage Door: _____ Deck: _____

Permission is hereby granted for members of the Architectural Review Committee, its agents and representatives to enter onto the property to reasonably inspect the property:

APPLICANTS SIGNATURE: _____ DATE: _____

DATE RECEIVED BY THE REVIEW COMMITTEE: _____ DATE: _____

REVIEWER'S SIGNATURE: _____ DATE: _____

Submissions should be made to: Chestatee Development LLC 777 Dogwood Way, Dawsonville, GA 30534

ARC – CMRC Modification and Approval Process

What is the Chestatee Modification Review Committee (CMRC) of the Chestatee Community Association (CCA) Board and how does it interact with the Architectural Review Committee (ARC) and Homeowner Management Services (HMS) on requests for modifications of existing homes and landscaping made by residents?

The CMRC is made up of advisors from the CCA board. The CMRC may recommend to the ARC, that projects submitted by a homeowner on an Application for Modification be declined or approved as submitted. However the final decision remains solely with the declarant, Mr. Brian Ferris, who heads up the ARC. It should also be noted that approval of any new home building plans or administration of the architectural standards is the sole responsibility of Mr. Ferris and the CCA or HMS have no involvement.

The governing document for all modifications are the “Protective Covenants”. Specifically, please refer to Section 3 (Architectural Standards) on page 8 of the Protective Covenants. You can access a copy of the covenants by visiting the Chestatee website www.hms-inc.net, and by logging in as a homeowner. Also on the website are the Application for Modification forms and necessary instructions if you wish to perform any modifications of your home or property. The purpose of a formal Application or Modification is to assure that any and all modifications are consistent with the architectural standards of the community. This is done to protect you, the homeowner, from harm that may be caused by substandard work, materials and design taking place in the community that may negatively impact your quality of life and home values.

The process for requesting modifications is fairly simple when the requirements governing it are followed. The first step is downloading the proper forms from the website. Then, complete all required information and include any supporting information such as plans, paint colors or chips, etc. The form and supporting info must then be emailed, mailed (suggest registered mail), or faxed, with attachments, to julie.a.kiep@hms-inc.net. If it is necessary to include paint chips or samples of any materials used, bring them by the sales office to the attention of Angie Fowler, with a copy of the Application for Modification. These methods are necessary to create a confirmed date of receipt. Important also to note is that the 30 day review period for a decision will not start until all forms and supporting documents are received in a completed fashion by HMS. The CMRC, which is made up of your board members from the CCA, will then review the request and supporting documents, possibly visiting the site, then making its recommendation to the ARC. You will be notified that the forms and documents have been received as complete and you will also be notified of the final decision by email. In the event of an approval, work must be carried out in an expeditious manner with the worksite kept clean and orderly. Once work has been completed a member(s) of the CMRC will visit the site, with your approval, to be sure the project was carried out in a manner that was consistent with the Approved application for Modification. Remember NO WORK is to be started until after you receive an approval from the ARC.

The most current forms for requesting approval of modifications, are on the Chestatee website and are included with the document.

Chestatee Community Association, Inc.
Modifications Requiring Prior Written Approval
Approved January 2026

The Chestatee Modification Review Committee (“CMRC”) must approve all exterior architectural and landscape and hardscape changes, additions or replacements and certain other modifications before work can begin. Modification requests must be submitted to Homeowner Management Services (HMS) via the HMS website at HMS-inc.net. After registering and logging in, you can find instructions on how to submit a request under the MY ACCOUNT tab in the Modification Requests section. Instructions on how to submit are thoroughly explained in that section. The Declaration of Protective Covenants for Chestatee identifies items that require prior written approval before work can begin. Please note: A Neighbor Modification Form is required for all modifications to be reviewed by CMRC. The following provides additional information regarding modifications:

1. ARCHITECTURAL STANDARDS, ADDITIONS, OR ALTERATIONS (Article VI, Sections 3, 18, 23, 24, 27, 30, & 33): No exterior construction, additions or alterations shall begin unless and until plans and specifications have been submitted and approved. The CMRC may withhold approval for any reason, including purely aesthetic considerations; the existence of a similar modification elsewhere within Chestatee is not a guarantee of approval – each modification request is stand-alone. This covers ANY modification to the exterior of a home or Lot and includes, but is not limited to; landscaping and hardscaping (Section 3), fences (Section 18), energy conservation equipment (Section 23), swimming pools (Section 24), exterior (Section 27), entry features (Section 30), and temporary outbuildings (Section 33).

2. AWNINGS (Article VI, Section 3): For aesthetic and architectural purposes, front porches may not be enclosed, screened, have awnings or draperies. Back decks/porch areas may be enclosed with screens/windows, have retractable awnings or have drapes that are pulled back when not in use and the side of which is viewed from the outside must be white or off-white. These items must be approved prior to installation.

3. SIGNS (Article VI, Section 4): All signs, except security signs and signs required by legal proceedings, must receive approval and must be consistent with the Community Standards. Contractor or other advertising signs are not permitted. “For Sale” signs shall be allowed without prior approval but must be consistent with the most recent Community standards. If not consistent, the homeowner will be fined as outlined in the CCA “For Sale” Sign Standard. Other signs, including contractor, garage sale and yard sale signs, are not permitted to be displayed on the property without prior written approval. No signage shall be displayed on, or from within, any structure on any lot. In addition to the items specifically addressed above, this Section also governs the placement of political campaign or “issue related” signage on both private property and common area property. Property Owners erecting or installing political campaign or “issue related” signs will be subject to a fine issued within 2 days of notification in amount of \$100.00/sign, plus an additional fine of up to \$25.00 per day/sign may be assessed until the sign is removed.

4. TREE REMOVAL (Article VI, Section 12): No trees shall be removed without prior written approval. For those trees located within 10 feet of a sidewalk, driveway, or residence, or those trees that are dead or diseased, a modification request must still be made and you must receive

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an approval letter prior to the work being done. For the tree(s) that are diseased or dead, a letter from an Arborist substantiating that claim may also be required to be submitted as part of the submission. In case of emergency damage from a storm or other situation, action can be taken to remove trees, but please email the CMRC chairperson with the information.

5. DRAINAGE (Article VI, Section 13): Modifications may not alter the existing drainage from a Lot such that it impacts adjacent properties or the golf course.

6. FENCES (Article VI, Section 18): No fence of any kind shall be erected without prior written approval. No chain link fence, barbed wire or metal mesh or chicken wire fences are allowed in the Community. All fences, whether constructed or electronic may not be installed without approval. Privacy structures are not allowed unless approved. Privacy structures should be of a louver or lattice work design and positioned near the home, i.e. on decks or patios, not on the lot lines. No fencing is allowed across the front of the home, across the driveway or on the front lot line; fences are allowed only in the backyard area (e.g. behind the house). The Community Standard for backyard fences is aluminum or wrought iron, painted black, 3-5 ft. in height, except for East Harbor 2 where the required fence height will be 5ft to assure a more uniform look. If neighboring properties (sides and/or back) have back yard fences, a single fence along the lot line is required, so as not to have fences of varying heights or styles running along the adjacent lot lines. All owners must submit a survey noting where the fencing will be installed on their lot. All electric fencing must be installed at least 2' from the property line, sidewalk and common area.

7. EXTERIOR LIGHTING (Article VI, Section 21): No exterior lighting visible from the street may be installed without prior written approval, except for that originally installed on the Lot which is one decorative post light. Exterior security lighting must be on a timer and not facing neighbors' windows. Subject to approval, any exterior accent lighting on home or landscape features or path lighting must be diffused, low voltage and soft white, no colors. Seasonal decorative lights must follow holiday lighting guidelines. No lighting is allowed on the trim, roof, or home outline. Lighting must not be offensive or intrusive to adjacent neighbors.

8. EXTERIOR SCULPTURE (Article VI, Section 22): Artificial vegetation is not allowed on the exterior portion of any lot except for window flower boxes on the upper stories of a home, which must be approved. Exterior sculptures of any type, in excess of 2 ft. in height, such as fountains, statues, bird baths and similar items are not permitted without prior written approval. One or two bird feeders/houses may be installed in the back yard without prior approval. Up to two flags (3 ft. x 5 ft.) may be mounted on the main residence so long as the length of the staff does not exceed six feet and the top-most part of the staff does not exceed a height of ten (10) feet as measured from ground level or eight (8) feet above the front porch/stoop, whichever is higher. Freestanding flagpoles are not permitted. The US flag, the current Georgia state flag or a school/collegiate flag may be flown on a flagstaff. No other type of flag or banner may be displayed on any Lot without prior approval. No plastic animal decorations are permitted on the exterior of any property. Items or displays that are excessive in size or number, or are

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inappropriate in color or style, or are otherwise not consistent with Community Standards, are not permitted.

9. GARDENS, PLAY EQUIPMENT, POOLS (Article VI, Section 25): No vegetable gardens, play equipment (including permanent basketball goals), fireplaces, fire pits, or pools shall be constructed, erected or maintained unless the type and location have been previously approved in writing. Portable basketball goals are permitted if stored inside and out of sight, when not in use. Outdoor fireplaces and fire pits are permitted only in the rear of the property. This Section also governs the use of outdoor furniture and hammocks, which are permitted on the patio, porch, and other natural areas, but which are not permitted on the front and side lawn areas.

10. MAILBOXES (Article V1 Section 26): All mailboxes shall be initially installed by the original home builder and be of a style approved according to the Mailbox guidelines. Replacement mailboxes must be of the same design and may not be installed without prior written approval.

11. EXTERIOR COLORS (Article V1 Section 27): Painting of the exterior of a home requires the submission of the colors (a color chip or paint company designation) being utilized and the location of the various colors (e.g. trim, doors, etc). Even in the case of the painting the exterior same colors, a modification must be submitted since color charts and names change over time. Concrete driveways must be stained "Chestatee Black" except in a few cases where a waiver has been granted.

12. STOOPS, PORCHES and RAILINGS, DOORS (Article VI Section 3): Stoops shall be finished with a material compatible with the finish materials on the home. Acceptable materials include: face brick, stone, slate, tile or wood. Exposed concrete or masonry will not be allowed. Porches may be painted or stained natural. Porches facing the street or golf course shall be either painted, stained or if left natural be constructed of cedar. Railings facing the street should be either wood (painted or stained) or aluminum with vertical balusters. Exterior doors, including garage doors, that are visible from the street must be wood or a composite wood grain material in a colonial panel or traditional French style. Front doors may be single or double doors and should have glass panes. Metal exterior doors, metal storm doors, metal screen doors (except on rear facing screened enclosures) and metal louvered doors are not allowed. Garage doors shall be of equal quality and detail as the main house. Garage doors should complement the main house in material (detailing hardware, V-groove paneling, board and batten, raised panels, wood or wood composite, etc.) and color; doors can be painted or stained.

The above list does not exclusively represent all items that require prior written approval. For a complete list and for clarification, please refer to the Declaration of Protective Covenants for Chestatee.

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Modifications Requiring Prior Written Approval
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NOTES

- Please allow up to 30 days for an Application for Modification to be reviewed. Commencement of or completion of any modifications prior to approval by the CMRC renders the homeowner subject to a \$500 fine, and possible additional fines. Further, the homeowner, at their expense, may be required to undo the modification.

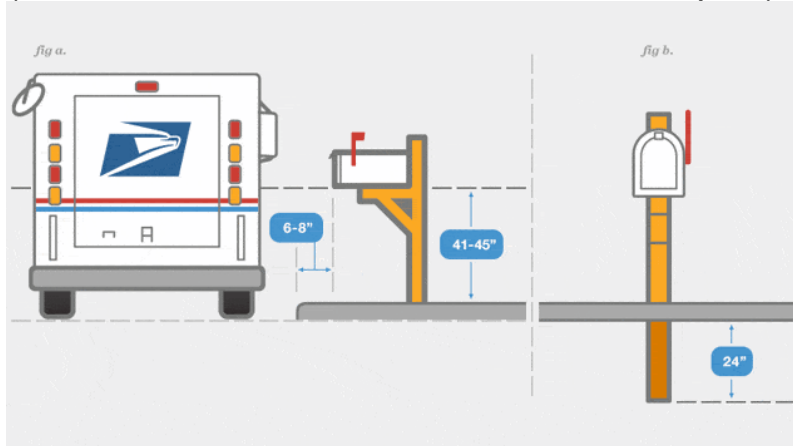
- Modifications approved by the CMRC do not supersede or replace Dawson County Code or Permit requirements, or any other requirements. Once the CMRC approval has been received, the Applicant should obtain all permits required by Dawson County and adhere to all Dawson County Codes. Requests to the CMRC are not evaluated as to code compliance – that is the responsibility of the homeowner.

CHESTATEE Mailbox Guidelines

THERE WILL BE THREE APPROVED MAILBOX DESIGNS:

1. The Waterfront
2. The Peninsula
3. Community at Large

(Photos are attached below of the 3 examples)



Installing a New Mailbox

The mailbox design should have the Postmaster General's (PMG) seal of approval on it. Use an USPS approved oversized plain black metal box.

The guidelines to follow when installing your mailbox:

Position your mailbox 41" to 45" from the road surface to the bottom of the mailbox or point of mail entry.

Place your mailbox 6" to 8" back from the curb.

Place your house number as the standard dictates.

Allowed styles:

Community Wide - see photo

Waterfront - see photo

Peninsula Way - see photo

Installing the Post

A 4" x 4" wooden post (Cedar or Pressure Treated Wood) - Waterfront

A 6" x 6" wooden post (Cedar or Pressure or Treated Wood) - Community at Large

A metal post - Peninsula

Bury your post no more than 24" deep.

Install plastic shield at base of post, color based on whether its Community or Waterfront standard.

Numbers should be black for Community style, white for Waterfront style and 4 inches in height.

**Door Slots are not approved.
No other attachments to Mailbox are allowed.**

Maintenance

Mailboxes take a beating from the weather, so we recommend an annual mailbox checkup to avoid damage to your mail or difficulty identifying your address.

- Tighten loose hinges on the door
- Take care of rusty or loose parts
- Replace missing or faded house numbers
- Keep access to your mailbox clear, plants should not be allowed to obscure the mailbox.
- Paint the mailbox post in its approved color
 1. Waterfront - black
 2. Community at large - white

Mailbox Photo Examples:

Community Wide



Waterfront –single



Waterfront-shared



Peninsula



**RESOLUTION OF THE BOARD OF DIRECTORS OF
CHESTATEE COMMUNITY ASSOCIATION, INC.**

WHEREAS, the governing documents of Chestatee Community Association, Inc. include the Declaration of Protective Covenants for Chestatee (“Declaration”), the Bylaws of Chestatee Community Association, Inc. (“Bylaws”), and the rules and regulations of Chestatee Community Association, Inc. (“Rules and Regulations”);

WHEREAS, Article VI, Section 1 of the Declaration authorizes the Board of Directors to promulgate reasonable rules and regulations applicable to the Community;

WHEREAS, the Board has determined that the storage and placement of items on the private streets within the Community can create safety issues for the residents, and that the Association has a legitimate interest in regulating the storage and placement of items on such private streets;

WHEREAS, the Board has determined that the below rules and regulations are the least restrictive means to accomplish this legitimate interest; and

NOW, THEREFORE, the Board of Directors of Chestatee Community Association, Inc., hereby sets forth and adopts the following rules and regulations regarding the imposition of fines for repeat violations:

1.

Rules and Regulations

Dumpsters on Private Streets


- 1.1 The words used in these Rules and Regulations shall have the same meaning as set forth in the Declaration, unless the context shall prohibit.
- 1.2 No Owner, Occupant or other Person shall place, or cause to be placed, a dumpster on the private streets within the Community without the prior written approval of the Board of Directors.
- 1.3 No Owner, Occupant or other Person shall place, or cause to be placed, a dumpster on the private streets within the Community that impedes traffic or blocks a driveway.
- 1.4 The Board of Directors may take any of the following actions to enforce the terms of these Rules and Regulations:
 - (a) Impose a fine against the Owner of the Lot that is being served by the dumpster;
 - (b) Exercise its right of self-help to remove the dumpster from the private streets;

- (c) File a lawsuit against the Owner, Occupant and/or other Person that placed, or cause to be placed, the dumpster on the private streets within the Community; and/or
- (d) Exercise any other enforcement remedies set forth in the governing documents.

This Resolution and the rules and regulations contained herein shall be effective upon adoption by the Board of Directors and the mailing or delivering of a copy of this Resolution to the owners and occupants in Chestatee.

RESOLVED AND ADOPTED by the Board of Directors of Chestatee Community Association, Inc., this 11 day of September, 2018.

CHESTATEE COMMUNITY ASSOCIATION, INC.



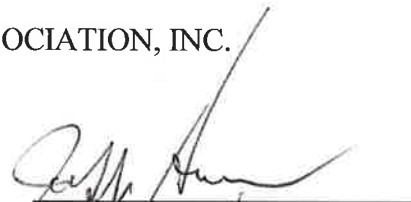
Director

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Director



Director



Director



Director

The Chestatee Community Association Board would like to clarify the following two areas as Architectural options for Chestatee owners.

Please remember that, while these are options available to homeowners, **any exterior modifications to your home or landscape requires an Application for Modification form to be submitted and approved.** The Application for Modification form is one of the files available for download from the HMS community website for Chestatee at www.hms-inc.net. After registering and logging in, you can download a copy of the form from the “Downloads” page. If you have any questions about the modification process, then please contact your Association Administrator at HMS, who works directly with the Manager, by email at Julie.A.Kiep@hms-inc.net.

ROOF MATERIALS

Acceptable roof materials per covenants are cedar shingles, pine shingles and polymer shingles. Since the covenants were issued two additional products have been approved for roofs.

Polymer Shingles: The DaVinci Roofscapes product has been approved for use in Chestatee. This shingle is installed on the gazebo at the Bocce court, located near the intersection of Dogwood Way and Nightfire Drive. Other comparable polymer shingle products may be approved.

Architectural Shingles: Architectural shingles have a more dimensional (3-D), layered appearance, mimicking the look of wood shakes or slate, enhancing curb appeal.

Style of shingle and color choice must be approved prior to installation. Shingle colors should be neutral to have the look of cedar shake. Please submit manufacturer and product details when requesting approval of an additional product.

Porch and shed roof sections may be copper, pre-finished or field painted metal as approved by the Architectural Review Committee or Chestatee Modification Committee.

CONCRETE DRIVEWAY STAINING

Several experiments have been done with tinting concrete prior to pouring the driveway and it has been determined that these driveways fade. The Board and Declarant have agreed that all concrete driveways are to be stained “Chestatee Black”. This stain color, “Chestatee Black” which is added to a concrete stain base is available from the Home Depot or Sherwin Williams located on Route 400 in Dawsonville. The initial staining of the driveway requires a modification to assure the color is correct, subsequent staining does not as this is maintenance.

Tree Trimming and Removal Policy (distributed via email 8/2023; effective Jan. 1, 2024)

The POA is responsible for making sure that covenants/bylaws are followed, maintenance of common properties, ensuring that residents maintain their properties to community standards, and making sure that we operate in a financially responsible manner. The POA is not responsible for the maintenance of any resident's home, mailboxes, flower beds, trees, etc. (See Article V Section 2 of the Covenants). There are trees that were originally planted by the developer throughout the community that line streets in certain sections of the community, namely the Waterfront, River Sound Lane and River Overlook. Many of these trees are on resident's property. The POA does not have the responsibility to maintain those trees, including trimming, mulch or removal if they have died. The residents of the property the trees are located on are required to maintain those trees and make sure that they do not interfere with the use of sidewalks or roadways, just as on other residential property throughout the community. Trees that hang over roadways must have a clearance that a large semi-truck could pass under without hitting the truck. The canopy for over roadways needs to be at 16 ft. minimum to allow trucks to safely travel those roads. Trees that hang over sidewalks must keep a canopy high enough that pedestrians could safely navigate those without the chance of hitting the pedestrians. Tree canopies over sidewalks should be 10 ft. minimum. The resident is also required to make sure that street lights and signs are visible and tree limbs or shrubs are not encroaching on those areas.

Beginning January 1, 2024, the POA will only trim trees that are on COMMON PROPERTY and any tree that is diseased, dies, or falls on personal property will be the responsibility of the homeowner. If a tree needs to be removed, please submit a modification request. As a homeowner, you have the responsibility to maintain your property to the street (*the POA has an easement for the sidewalks that intersect the resident's properties and will be responsible for making sure they are stained and in good working order; the resident is still responsible to make sure they are kept clean of debris and dirt*) which will include any planting along that area including grass and trees.

Approved by the CCA March 2025

The Chestatee Modification Review Committee ("CMRC") must approve all exterior architectural changes, landscape and hardscape changes, and specific modifications before work can begin on the exterior of a residential property. The Chestatee Declaration of Protective Covenants in Article VI Section 3 identifies the process for obtaining approval through the Architectural Review Committee of which the Chair of the CMRC is a member. The CMRC, going forward, will utilize the Architectural Guidelines (Architectural review Guidelines, Standards and Procedures, issued April, 2020) that were created by the declarant as the standards for the Chestatee Community for re-builds, additions, and new homes. In addition, the Chestatee Community Association may issue additional standards and clarification from time to time which are embodied in documents titled "Modifications Requiring Prior Written Approval" and "Additional Standards for the Community".

Signature and Date: *March 12, 2025*

John M.

Joseph M.

Byron F.

Olivia C.

Ben Elliott

S. J.

MRS.

*Adopted Policies & Guidelines on the Operation &
Management of the Community by the
Board of Directors*

General Responsibilities of the Chestatee Community Association (HOA) and the Board

The overall and general responsibilities of the Chestatee HOA and the HOA board are covered in the Declaration of Protective Covenants and the Bylaws of the Chestatee Community Association, Inc. Basically there are two areas of responsibility, which are listed as written in these documents, and both are covered in the following statements. One, is in Article V, Section 1, Page 5, of the declaration of protective covenants and deals primarily with maintenance and upkeep of common properties, amenities, private roads, walkways and pathways. The second, is in Article III, Section 18 (Powers), Page 6, of the Bylaws and deals with the obligating enforcement of the Declaration of Covenants and Bylaws. The HOA is not responsible for public safety, protection, legal representation, or grievance mitigation of owners with their private contractors.

Article V, Section 1, **ASSOCIATION RESPONSIBILITY**. The Association shall maintain and keep in good repair the common property. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the common property. The Association shall also maintain: (a) all entry features for the community, including the expenses for landscaping (whether such landscaping is on a lot or public right of way), water and electricity, if any, provided to all such entry features; (b) streetscapes located at other street intersections within the community; (c) all medians and cul-de-sac islands located in the community recorded in the Dawson County, Georgia land records to the extent such are not maintained on an ongoing basis by a local government entity; (f) any sea walls and pedestrian trails and pathways constructed by the Declarant (whether such sea walls and pathways are located within the community or on U. S. Army Corps of Engineers property adjacent to the community); and (g) all property outside of lots located within the community which was originally maintained by Declarant. **Additional language in this article can be found in the covenants.**

Article III, Section 18 (**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 the Declaration, the Articles of Incorporation of the association, or these Bylaws directed to be done and exercised exclusively 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) Preparation and adoption of an annual budget in which there shall be established the contribution of each owner to the common expenses of the Association.
- (b) Making assessments to defray the common expenses of the Association, establishing the means and method of collecting such assessment, and establishing the period of the installment payments of the 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 use restrictions and rules and regulations;
- (g) Opening of bank accounts on behalf of the Association and designating signatories required;
- (h) Enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bring any proceedings which may be instituted on behalf of or against the Owners concerning the association;
- (i) Obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

- (j) Paying the cost of all services rendered to the Association or its members which are not directly chargeable to Owners;
- (k) Keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses incurred; and
- (l) Contracting with any person for the performance of various duties and functions. The Board shall have the Power to enter into common management agreements with trusts, condominiums, or other Associations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

Preferred Qualifications to Serve as a Director of the CCA Board

With the exception of qualifications that are discriminatory, an association can determine the qualifications that it deems to be appropriate for serving as a director. Discriminatory qualifications that might prevent a person from serving on an association's board of directors based on race, national origin, ethnic background, age, sexual orientation, religious beliefs, sex, or disability are prohibited under federal law.

Common association qualifications for serving as a director and those recommended as "Preferred Qualifications" include:

1. The person must be a member or spouse of such member of the Association; provided however, no person and his or her spouse may serve on the board at the same time (per Article III, item A, section 1 of the by-laws of the association, this requirement typically prohibits renters and non-member spouses from serving on boards).
2. The person should possess good communications, organization, and administration/project management skills consistent with a business environment.
3. The person must be willing and able to devote the time required to serve on the board and carry out the duties of their specific area of responsibility.
4. The person must be prepared to attend the prescribed minimum amount of monthly board meetings as well as the annual meeting and working sessions that may be necessary.
5. The person must develop a functional familiarity with the covenants and by-laws of the Association.
6. The person must be in good standing (not delinquent in payments owed to the association for assessments, fees or fines, and not have unresolved violations of the association's governing documents).
7. The person must not be a co-owner of a separate interest with another person who is also a director.
8. The person must not be involved with litigation with the association or its officers and directors.



Chestatee Community Association

Board of Directors – Total staffing (7)

Officer Staffing (4)

President – The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all the general powers and duties which are "incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code." The President is responsible for building the agenda for, and presiding over Board meetings.

Vice-President – The Vice-President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting. The Vice-President will also sit on the Architectural Review Committee (ARC) and be the Board of Directors primary point of contact for the Declarant as it relates to the ARC and Protective Covenant violations.

Secretary – The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with Georgia law.

Treasurer – The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors.

Director Staffing (3)

Facilities & Infrastructure – Oversee the Associations' physical assets: its buildings, equipment, roads and overall infrastructure (excluding pool & tennis). More specifically, to maintain the condition of capital assets, and to develop a working plan and periodically review the condition of these assets. In addition, to advocate for new structures and maintain existing structures and physical assets, and to ascertain that adequate levels of funding exist for Association facilities and infrastructure.

Pool & Tennis – Oversee the Associations' pool and tennis physical assets and other recreational amenities. More specifically, to maintain the pool and tennis facilities, basketball courts, playground and tot lot. This director will work with the vendors contracted to uphold the safety and structural integrity of these facilities. In addition, they will help develop and maintain rules and regulations for the use of the recreational amenities and work as the primary Board of Directors point of contact for these community assets.

Grounds and Landscaping – Oversee the Associations' landscaping and irrigation systems. More specifically, to maintain the condition of the landscaping and irrigation systems and to develop a plan and periodically review the condition of these assets. In addition, to advocate for landscaping improvements and maintain existing live assets and to ascertain that adequate levels of funding exist for landscaping and irrigation systems. Special projects which arise from time to time that do not fit within the specific job descriptions above, are assigned either as a result of volunteering, or directive the President.



Chestatee Community Association

Bylaws of Chestatee Community Association, Article III. Board of Directors, C. Powers and Duties

Section 18. 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 the Declaration, the Articles of Incorporation of the Association, or these Bylaws directed to be done and exercised exclusively 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) preparation and adoption of an annual budget in which there shall be established the contribution of each owner to the common expenses of the Association;
- (b) making assessments to defray the common expenses of the Association, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the 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 use restrictions and rules and regulations;
- (g) opening of 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 bring any proceedings which may be instituted on behalf of or against the owners concerning the Association;
- (i) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;
- (j) paying the cost of all services rendered to the Association or its members which are not directly chargeable to owners;
- (k) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses and any other expenses incurred; and
- (l) contracting with any Person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with trusts, condominiums, or other associations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.



MISSION STATEMENT

Chestatee Community Homeowners Association is committed to providing the highest level of community living with a beautiful, well-maintained, safe and neighborly environment for the common benefit and enjoyment of all homeowners, while enhancing the quality of life, environmental surroundings, common areas, amenities and market value of the Community. We will enforce the Association Bylaws and Declaration of Protective Covenants, Easements and Restrictions while providing ethical and fiscally responsible solutions to promote a strong sense of community, and to optimize our property values and plan for the future.

Role of the Chestatee Community Association Board

Adopt and publish "Policies, Rules and Regulations" to protect the interests of the homeowners by governing the use of the common area and facilities and to establish penalties for violation of the association's Covenants, Rules and Regulations;

Conduct all Association business in a professional fiscally responsible manner while respecting the rights and expectations of the residents.

Suspend the voting rights and the *right of use* of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearings, for a period not to exceed thirty (30) days for infraction of published rules and regulations;

Exercise for the Association, all powers, duties, and authority vested in, or delegated to, this Association and not reserved to the Membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

Engage the Services of a Homeowners Association Management Company and a designated Property Manager of that company, independent contractor, or such employees as they deem necessary, and to prescribe their duties;

Contract and pay for maintenance, gardening, utilities, materials and supplies and services relating to the Common Area and/or facility, including lawyers and accountants where appropriate; provided, however, that no contract shall be for a period longer than one (1) year, unless it contains a thirty (30) day right of cancellation on behalf of the Association, in which event it may be for a longer period of time;

Duties of the Board of Directors. It is generally the duty of the Board of Directors to:

Keep complete minutes and records of all Finances, Board Actions and Corporate Matters and present them to the members of the association at the annual meeting.

Supervise the officers, agents and employees (if applicable) of the Association and to see that their duties are properly performed;

Set the amount of the annual assessment (dues) against each lot and to collect the assessment(s)

Purchase and maintain adequate liability and hazard insurance on property owned by the association;

Maintain all the common areas and roads owned by the Declarant or subsequently transferred to the Association.

External Executive Communications Policy

All communications among the Board taken in Executive Session at meetings or defined otherwise as being confidential, must be kept in the strictest confidence by members of the Board.

Only the President and Vice President shall engage in direct communications with the Attorneys of the Association and/or the Declarant, unless otherwise directed to do so by the President as part of a special project.

This resolution is adopted this 12th day of July, 2016, at a regularly held Board meeting where quorum of the Board was present and is effective immediately.

Chestatee Community Association (POA)
Board of Directors
Budget and Spending Policy
Updated June 2024

1. The POA Board will begin the budget process the first week of July, and finalize the budget for the following year at the October Board meeting.
2. The Operating budget will consist of recurring administrative, management, and maintenance and repair expenses, and specific board approved non-capital projects. The Capital Reserve budget will consist of specific capital reserve projects and the anticipated expenses for those projects in the coming year.
3. The budget will be developed through the approval of all projects and expenses for both the Operational budget and the Capital Reserve budget for the following year.
4. Following Board approval of the Budget at the October Board meeting, assessments for the following year are established and sent to the property manager.
5. By November 29th, the assessment letter and statements are sent to the residents.
6. The first assessment payment is due January 1st; the second is due March 1.
7. The association manager cannot authorize and arrange for Maintenance and Repair items in excess of \$1,000.00 without prior Board approval (per management company contract).
8. All POA non-contractual expenses in excess of \$1,000 shall be approved by the Treasurer (per management company contract)
9. Directors shall verify all project terms and conditions have been satisfactorily accomplished prior to accepting invoices from the vendor.
10. Invoices shall be reviewed by the Director and Treasurer prior to forwarding to the association manager for payment.
11. The association manager shall approve all invoices for payments by the management company's Accounts Payable department.
12. Projects specifically approved by the Board either in the budget or at a regular BOD meeting with specific expenses and within approved expense guidelines, can be undertaken by the responsible Director.
13. All contracts for regular maintenance (such as landscaping) and capital projects will be signed by the President of the POA and a copy will be maintained by the management company.
14. All non-budgeted or unapproved projects over \$1,000.00 cannot be undertaken without prior Board approval at a BOD meeting (however electronic approval of expense is allowed if work was previously discussed at a BOD meeting).
15. Miscellaneous maintenance and repair projects under \$500 that have not been budgeted or approved may be authorized by a Director.
16. Any project exceeding the approved and/or budgeted amount by \$750 shall have the overage amount approved by the BOD, either electronically or at a BOD meeting. Emergency, or critical and catastrophic repairs can be authorized by any Director or management company.

**COLLECTION POLICY RESOLUTION
For Chestatee Community Association**

The Board of Directors of the **Chestatee Community Association** Adopted **September 8, 2016**.

The following resolution has been adopted by the Association pursuant to **Georgia Law**, at a regular meeting of the Board of Directors.

RECITALS

1. The Association is charged with certain responsibilities regarding the care, maintenance, and service of certain portions of the **common elements in Chestatee**.
2. The Association must have the financial ability to discharge its responsibilities.
3. The Board of Directors is required to pursue collection of assessments and other charges from delinquent owners.
4. The Board of Directors of the Association desires to adopt a uniform, non-discriminating and systematic procedure to collect assessments and other charges of the Association.

NOW, THEREFORE, BE IT RESOLVED that the ASSOCIATION does hereby adopt the following procedures and policies for the collection of assessments and other charges of the Association.

1. **Due Dates.** The annual assessment as determined by the Association and as allowed for in the Declaration, Articles of Incorporation, and Bylaws shall be due and payable in **2** installments due on the **1st day January** and **1st day of March**. Assessments or other charges not paid to the Association by the **10th** day of the beginning month in which they are due shall be considered past due and delinquent.
2. **Invoices.** The Association may, but shall not be required to, invoice an owner as a condition to an owner's obligation to pay assessment or other charges of the Association. If the Association provides an owner with an invoice for **semi-annual assessments**, although invoices are not required, the invoice should be mailed or sent to the owner **30 days** preceding each due date. Non-receipt of an invoice shall in no way relieve the owner of the obligation to pay the amount due by the due date.
3. **Late Charges Imposed on Delinquent Installments.** A **semi-annual** assessment shall be past due and delinquent if not paid by the **10th** day of the month in which it is due. The Association shall impose a **\$50** late charge on the outstanding or past due balance then due the Association. The late charge shall be a "common expense" for each owner who fails to timely pay a semi-annual installment of the annual assessment by the **10th** day of the beginning month.
4. **Interest.** The Association shall impose interest of **18%** per annum on any unpaid balance. The interest shall be a "common expense" for each owner who fails to timely pay a **semi-annual** installment or the amount assessed by the **30th** day of the beginning of the month. The late charge shall be the personal obligation of the owner(s) of the unit for which such assessment or installment is unpaid. All late charges shall be due and payable immediately, without notice, in the manner provided by the Declaration (and as set forth above) for payment of assessments.

The interest shall be the personal obligation of the owner(s) of the unit for which such assessment or installment is unpaid. All interest shall be due and payable immediately, without notice, in the manner provided by the Declaration (and as set forth above) for payment of assessments.

5. **Acceleration of Assessment.** Pursuant to **Article IV, Section 2**, if an owner's default in paying an installment of any assessment levied against his/her unit continues for **10** days beyond due date, the association, at its option, may accelerate the remainder of the **semi-annual** assessment and declare them due and payable in full.
6. **Return Check Charges.** In addition to any and all charges imposed under the Declaration, Articles of Incorporation and Bylaws, the Rules and Regulations of the Association, or this resolution, a **\$27** fee shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. This returned check charge shall be a "common expense" for each owner who tenders payment by check or other instrument that is not honored by the bank upon which it is drawn. Such return check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the owner(s) of the unit for which payment was tendered to the Association. Return check charges shall become effective on any instrument tendered to the Association for payment of sums due under the Declaration, Articles, Bylaws, Rules and Regulations, or this Resolution after **September 8, 2016**. If two or more of a unit owner's checks are returned unpaid by the bank within any (fiscal) year, the Association may require that all of the unit owner's future payments, for a period of one year, be made by certified check or money order.
7. **Attorney's Fees on Delinquent Accounts.** As an additional expense permitted under the Declaration, Articles, Bylaws and statutes, the Association shall be entitled to recover its reasonable attorney's fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent owner. The reasonable attorney's fees incurred by the Association shall be due and payable immediately when incurred, upon demand.
8. **Application for payments made to the Association.** Payments received from an owner will be credited in the following order:
 - a. Charges for legal fees, court costs and other costs of collection
 - b. All late charges and interest accrued, as applicable
 - c. All other charges incurred by the Association as a result of any violation by an owner, his/her family, employees, agents or licensees, of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations or Resolutions.The monthly assessment for a unit, including any accelerated or special assessment due, as applicable payments shall be applied toward the oldest month(s) then owed.
9. **Collection Letters**
 - a. After a **semi-annual** assessment or other charge due the Association becomes **30** days past due, the Association may cause, but shall not be required to send, a "late notice" to the unit owner. The Association may simultaneously send a copy of the notice to the mortgage lender of the unit.
 - b. If payment in full is not received within **60** days, the Association may, but shall not be required to, send a "Notice of Intention to Refer Account to the Attorney" to the unit owner. The Association may simultaneously send a copy of the notice to the mortgage lender of the unit.
10. **Use of Certified Mail/Regular Mail.** In the event the Association shall send a collection or demand letter or notices to a delinquent owner by regular mail, the Association may also send, but shall not be required to send, an additional copy of that letter or notice by certified mail.

11. **Liens.** The Association may file a notice of Lien against the property of any delinquent owner in accordance with the terms and provisions of the Declaration, Articles of Incorporation, and Bylaws. A copy of the Notice of Lien shall be mailed to the Owner and to the Mortgage lender with a request that the lender send a letter to the delinquent owner advising the owner of the lender's option to accelerate the mortgage debt.
12. **Referral of Delinquent Accounts to Attorneys.** The Association may, but shall not be required to, refer delinquent accounts to its attorneys for collection. Upon referral to the attorneys, the attorneys shall take all appropriate action to collect the accounts referred.
13. **Referral of Delinquent Accounts to Collection Agencies.** The Association may, but shall not be required to, refer delinquent accounts to one or more collection agencies for collection. Upon referral to a collection agency, the agency shall take all appropriate action to collect the accounts.
14. **Collection Procedures and Time Frame.** The following time frame shall be used in the collection of **semi-annual** installments of the assessment and other charges.

Due date (date payment is due)	1 st day of each January and March
Past due date (date payment is late)	10 th day of each January and March
Late charge imposed	10 th day of each January and March
Interest charges begin	30 th day of January
"Late Notice" mailed imposing late fees, interest, etc.	10 days after the due date
"Notice of Intention to Refer Account to Attorney" mailed	30 days after the due date
Account referred to attorney for legal action	60 days after the due date
Attorney sends demand letter for payment including acceleration notice, if applicable	61 to 90 days after the due date
Owner fails to respond to the attorney, a lawsuit is considered, and if appropriate, is commenced	91 days after the due date

The attorney is to consult with the Association at all times to determine if payment has been arranged or which collections procedures are appropriate.

15. **The association may grant a waiver of any provision herein upon petition in writing by an owner showing a personal hardship.** Such relief granted an owner shall be appropriately documented in the files with the name of the person or persons representing the Association granting the relief and the conditions of the relief. In addition, the Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association shall determine appropriate under the circumstances.
16. **Notification to Owners.** The Association shall cause all owners to be notified of this Resolution and the late charges, returned check charge, and attorney's fees to be imposed after the effective date of those provisions of this Resolution. All other policies and procedures set forth in this Resolution shall be effective immediately.
17. **Ongoing Evaluation.** Nothing in this Resolution shall require the Association to take specific actions other than to notify homeowners of the adoption of these policies and procedures. The Association has the option and right to continue to evaluate each delinquency on a case by case basis.