



STATE OF GEORGIA
COUNTY OF COBB

Cross Reference: Deed Book 7042, Page 312

**AMENDED & RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE
HUNT CLUB SUBDIVISION**

38
3/84

THIS AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made on the date hereinafter set forth by THE HUNT CLUB HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association").

WITNESSETH

WHEREAS, Columns Properties, Inc. & R-K Homes, Inc., recorded that certain Declaration of Protective Covenants, Conditions and Restrictions for The Hunt Club Subdivision in Deed Book 7042, Page 312, in the records of Cobb County, Georgia, as amended (hereinafter referred to as the "Original Declaration").

WHEREAS, Article V, Section 22 of the Original Declaration was deleted when the Second Amendment was filed subjecting the Declaration to the Georgia Property Owners Act, and the Act provides that a Declaration can be amended by the agreement of lot owners of lots to which two-thirds of the cast votes in the association pertain;

WHEREAS, by a vote of homeowners in good standing of lots to which two-thirds of all the votes which were cast in the association have consented to this Amended and Restated Declaration, as affirmed to by the attached signature of the Association President, and attested to by the Association Secretary;

THIS AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR HUNT CLUB HEREBY SUBMITS THE PROPERTY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. SECTIONS 44-3-220, ET SEQ.

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REBECCA KEATON
CLERK OF SUPERIOR COURT Cobb Cty. GA.

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WHEREAS, the Owners wish to re-submit the Declaration of Covenants to the provisions of the Georgia Property Owners Association Act, O.C.G.A. Sections 44-3-220, et. seq.; and

WHEREAS, this amendment is not material with respect to first mortgagees in that it does not materially and adversely affect the security title or interest of any first mortgagee; provided, however, in the event a court of competent jurisdiction determines that this amendment does materially and adversely affect the security title or interest of any first mortgagee without such first mortgagee's consent to this amendment, then this amendment shall not be binding on the first mortgagee so involved, unless such first mortgagee consents to this amendment; and if such consent is not forthcoming, then the provisions of the Declaration prior to this amendment shall control with respect to the affected first mortgagees;

NOW, THEREFORE, the Original Declaration is amended and replaced in its entirety and the following is simultaneously fully substituted therefore:

**AMENDED & RESTATED DECLARATION OF PROTECTIVE
COVENANTS FOR THE HUNT CLUB**

Background Statement

Now, therefore, the Association hereby declares that the 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**

The definitions of certain words used in this Declaration can be located in latter part of the Declaration under in Exhibit "A".

Article II
Property Subject To This Declaration

Section 1. Property Hereby Subjected To This Declaration.

All real property previously subjected to the Original Declaration is hereby included by reference thereto, and by the recording of this Declaration, is subject to the covenants and restrictions hereafter set forth, and which is held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered.

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 or more Supplementary Declarations, the Association has the right, but not the obligation, to subject other real property subsequently purchased or acquired by the Association, to this Declaration, as hereinafter provided.

Article III
Association, Membership and Voting Rights

Section 1. Association

The Hunt Club Homeowners Association, Inc. has been formed as a non-profit civic organization for the sole purpose of performing certain functions for the common good and general welfare of the people of the Development. The HOA helps to oversee any shared property belonging to the homeowner group, and which usually has a legal means of reinforcing any agreed upon rules the homeowners must follow.

Section 2. Board of Directors and Officers

The affairs of the Association shall be managed by a Board of Directors. The number of directors and the method of election of directors shall be as set forth in the By-Laws of the Association.

Section 3 Membership.

(a) 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.

(b) No Owner, whether one or more Persons, shall have more than one (1) membership per Lot.

(c) In the event there are multiple owners of a Lot, each member is entitled to rights and privileges of the Association.

(d) The rights and privileges of membership are transferable to a Leasee, during the duration of their Lease.

(e) Membership may be suspended if you are in violation with Covenants/rules/ARC and if you are delinquent in assessments or fines.

(f) Termination of membership shall cease only when a person(s) cease to be an Owner or end of Lease.

(g) Each Owner's address as registered with the Association in ARCordance with the By-Laws, or if no such address has been registered, at the Owner's last-known address.

Section 4. Voting.

Members shall be entitled to one (1) vote for each Lot owned for which annual assessments are paid. An Owner's vote is valid, if they are in good standing within the Community. When more than one 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 in the event more than one Person seeks to exercise it. Members may have their voting rights suspended upon the non-payment of association assessments or fines. Lease holders do not have voting rights.

**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, welfare, 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. Personal Obligation for Assessments and Creation of the Lien

Each Owner of any Lot, by ARCeptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association for each Lot owned: (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 ARCordance with the terms of this Declaration. All such assessments, together with late charges, interest, costs, and reasonable attorney fees actually incurred by the Association or assessed against the Lot Owner, in the maximum amount permitted under the Act, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Such amounts shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due.

Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens of ad valorem taxes, or (b) liens for all sums unpaid on a first Mortgage. 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.

Each Owner shall be personally liable for his or her portion of each assessment coming due while he or she is the Owner of a Lot, and his or her grantee 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.

Section 3. Annual Assessments.

Assessments shall be paid at a uniform rate per Lot in such manner and on such dates as may be fixed by the Board of Directors. Unless otherwise provided by the Board, the assessment shall be paid in annual installments. The annual assessment shall not increase more than 5% annually without approval by a vote of the majority of members in good standing.

Section 4. Special Assessments.

In addition to the other assessments authorized herein, the Association may levy special assessments any year for unexpected catastrophic losses or extraordinary maintenance, repair, and replacement costs that exceed current reserves. So long as the total amount of special assessments allocatable to each Lot does not exceed Three Hundred Dollars (\$300.00) in any one fiscal year, the Board may impose the special assessment. Except as provided in Article XI, Section 2, hereof regarding damage & destruction of common property, any special assessment which would cause the amount of special assessments allocatable 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. 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 X, Section 1, of this Declaration and the costs of maintenance performed by the Association, which the Owner is responsible for under Article V, Section 2, of this Declaration, shall be specific assessments. The Board may also specifically assess Lots for the following

Association expenses (except for expenses incurred for maintenance and repair of items which are the maintenance responsibility of the Association as provided herein):

(a) Expenses of the Association, which benefit less than all of the Lots may be specifically assessed equitably among all of the Lots, which are benefited according to the benefit, received.

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

Section 6 Computation of Assessments.

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 shall include the amount of the annual assessment, and shall also include a separate line item in the budget showing the yearly contribution to a long-term maintenance, repair and replacement reserve account in accordance with a capital budget. The Board shall cause the budget and the assessment to be levied against each Lot for the following year and to be provided to each member with a ballot for the approval or disapproval of the budget at least thirty (30) days prior to the end of the current fiscal year.

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 7. Initiation Fee.

Each time a Lot is sold, or title is otherwise transferred to a third party (other than to the Owner's spouse), the Association may charge a one-time initiation fee in an amount to be set by the Board, equal to, and shall not exceed, the amount of the then current annual assessment. This fee shall be charged to any purchaser or transferee of a Lot, in addition to the annual assessment, and shall not be considered an advance upon the payment of the annual assessment. A delinquent initiation fee may be collected in the same manner as other assessments, including the filing of a lien.

Section 8. Certificate of Status Regarding Assessments.

Upon request by an owner or closing agent, the Association shall within a reasonable period of time issue and provide to the requester, a written certificate stating: Whether the assessments on a specified Lot have been paid; The amount then owing; and, The amount & date due for annual assessments, special assessments, or any other levies. A properly executed certificate by the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of issuance.

The Association may charge fees to cover the actual costs for providing copies of the governing documents, providing keys (or other facility access devices),

providing completed lender questionnaires, and title transfer fees. The requesting party hereby agrees to be responsible for the payment, or collection and remittance, of all the above costs. If any of the above-related costs are not paid in full, they may be collected as provided above for the collection of assessments, including the filing of a lien against the Lot.

Article V
Maintenance

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 maintain all entry features for the Community and street signs. The Association shall also maintain all drainage detention and retention areas, to the extent such areas are not maintained on an ongoing basis by a local governmental entity, and there is hereby reserved to the Association a blanket easement upon, across, over, and under all property within the Community for access, ingress, and egress as necessary to permit the Association to perform such maintenance.

In addition, the Association shall have the right, but not the obligation, to maintain property not owned by the Association where the Board has determined that such maintenance would benefit all Owners. 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 responsibility of the Owner or tenant occupier thereof, who shall maintain such Lot in a manner consistent with the Community—Wide Standard and this Declaration.

If the board of directors of the association determines, or receives a complaint from a homeowner, that (a) any owner or tenant has failed or refused to discharge properly any of such owners or tenants obligations with regard to the maintenance, repair or replacement of items for which such owner or tenant is responsible hereunder; or (b) that the need for maintenance, repair, or replacement, of community property, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of a homeowner, family member, guest, lessee, or invitee of any owner, and is not covered or paid for by insurance, in whole or in part then, the board shall give written notice, by certified mail, to the owner and tenant, setting forth the specific violation or breach of these covenants, with reasonable steps to remedy the condition or violation within thirty (30) days after notice. The cost of such remedy shall be at the expense of the owner or tenant. In the event the board is required to take action to remedy the violation or breach, costs of such remedy shall be levied upon the owner or tenant, and if not paid within thirty (30) days, shall become a lien upon the affected lot. This charge shall have the same force and legal effect as any assessment allowed by this declaration.

Common Areas of Potential Conflict

- Excess weeds in the yard, plant beds, tree beds or yards showing bare dirt.
- Yards not mowed regularly or thick clumps of grass left on the lawn, driveway, sidewalks and street as a result of infrequent mowing and lack of clean up.
- Dead trees and plant matter visible from the street must be removed.
- Pruning and trimming of all trees, hedges and shrubbery
- Front lawn to be Southern Region Type Grass, seeded, mowed, watered and kept in good condition and not exceeding a height of six (6) inches.
- Fences that are damaged or falling down
- Damaged or unsightly light fixtures, garage doors, front doors, window blinds, stains on outer structures
- Structural painting, decay or damage
- Personal items or toys left in front of home or Lot visible from the street.
- See ARC rules and regulations

Article VI

Use Restrictions and Rules – General

Section 1. General.

This Article, beginning at Section 2, sets out certain use restrictions, which must be complied with by all Owners and Occupants and specifies areas reserved for Board approval. These use restrictions may be amended only in the manner provided in Article XIV Section 4, regarding amendment of this Declaration. The Board of Directors may, from time to time, with consent of the members, promulgate rules and regulations further defining said use restrictions, including Architectural guidelines. This authority shall include, but shall not be limited to, the authority to impose all other necessary traffic and parking regulations and to restrict the maximum noise levels of vehicles in the Community. A violation of Federal, State, County, or Municipal law on the part of any Owner, Occupant, or their Guests, or Lessees, that also negatively impacts other Owners or the community, shall also be considered a violation of this Declaration.

The Board of Directors may also, from time to time, without consent of the members, promulgate rules and regulations regarding the use of the Common Property. Such rules, regulations and use restrictions 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.

Section 2. Use of Lots & Occupants.

All Lots shall be used for single—family residential purposes exclusively. The maximum number of occupants per dwelling shall not exceed an average of 2 persons per bedroom.

Home offices are allowed under the following conditions:

- a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the building;
- b) the business activity does not involve visitation of the lot by employees, clients, customers, suppliers, or other business invitees, provided however this provision does not preclude the delivery of materials or items by United Postal Service or by other customary parcel delivery services (UPS, FedEx, etc.);
- c) the business does not increase traffic to and from the property; and
- d) the business activity does not increase the insurance premium paid by the association or otherwise negatively affect the ability of the association to obtain insurance coverage.

No other business or business activity shall be carried on or upon any Lot at any time except with the prior written approval of the Board. Leasing of a Lot shall not be considered a business, or business activity, but shall be subject to the restrictions contained in Section 14 of this Article.

Section 3. Signs.

No sign of any kind shall be erected by an Owner or Occupant within the Community without the written consent of the Board except such the following signage:

- a) signs as may be required by legal actions, selling, or leasing
- b) one (1) political candidate until the date of election
- c) one (1) advertisement of a company contracted for work on Lot
- d) two (2) signs indicating Lot protected by a security system.
- e) signs on individual lots advertising yard sales of special events.

If it pertains to the above acceptable signage, after event or work is completed, signs must be removed within three (3) days. If not removed, signage becomes public property and may be removed by the Board and discarded.

The Board shall have the right to erect any reasonable and appropriate signs in the common areas to enforce the rules and regulations stipulated by these covenants.

Section 4. Vehicles.

Vehicles shall only be parked on hard surfaces, in the driveway, or the garage. Vehicles shall not be parked overnight on common property, except as determined pursuant to regulation by the Board. Vehicles shall not be parked in the street, except as needed for brief entertaining of guests. The allotted time for guest parking is no

more than two (2) consecutive twenty-four hour (24) hour periods within seven (7) days. Vehicles parked in the street are considered a safety hazard, and shall not be parked so as to block or interfere with access to any other lot or driveway. All Owners and Occupants shall obey all posted speed limits and traffic control devices when driving vehicles within the community. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, mini bikes, scooters, go-carts, trucks, campers, buses, vans, automobiles, and any other motorized devices that are capable of being ridden.

No commercial vehicle, house trailer, mobile home, motor home, recreational vehicle, camper, truck with camper top, boat, boat trailer, or like equipment shall be permitted or parked in public view on any Lot for more than five (5) days. Notwithstanding the foregoing, any such vehicles or equipment may be stored in a garage. Any time exceeding five (5) days will need Board approval for extension. Any unsightly or vehicle(s) not in working order, must be placed out of view in the Owners garage.

Section 5. Garbage Receptacles, Clothes Lines, Wood Piles

Garbage receptacles, clothes lines and woodpiles shall be concealed from view by neighboring residences and streets. Garbage receptacles shall be removed from the street within 24 hours of garbage pick-up.

Section 6. Animals and Pets.

No farm animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common domesticated household pets. Owners are responsible for: their pets control, for leash control outside of Lot, endangerment to others health or to other animals, noise nuisance, cleaning up pets droppings on neighbors property, or inconveniencing the Owner of other Lots. No pets shall be kept, bred or maintained for any commercial purpose as restricted pursuant to the Cobb County zoning ordinance. Owners may receive up to two (2) warnings before being fined, charged with alternate option or removal of animal. 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. Occupants and Owners shall obey and are subject to existing governmental laws regarding pets and animals.

Section 7. Nuisance

No unlawful, noxious or offensive activities, no dangerous or unsanitary conditions shall be carried on in any Lot, or upon the Common Area, nor shall anything be done therein or thereon which, pursuant to state or local law, constitutes a nuisance, caused unreasonable noise or disturbance of others or unreasonably interferes with other Owners' use and enjoyment of their Lots and/ or the Common Area. Without limiting the generality of any of the foregoing: no exterior speakers, horns, whistles, bell or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on the property or any portion thereof, in violation of the existing Cobb County noise ordinance.

The pursuit of hobbies and activities that creates a nuisance, including specifically, the repair, assembly and disassembly of motor vehicles and other

mechanical devices outside of Lot's garage or on the street exceeding twenty four (24) hours is strictly prohibited.

Section 8. 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 of any Lot may obstruct or re-channel the drainage flows after the location and installation of drainage swells, storm sewers, or storm drains. The Association reserves the right to prepare sloping banks, cut or fill, on a three (3) to one (1) slope on all streets and roads. The Association hereby reserves a perpetual easement across all 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 9 . Sight Distance at Intersections

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

Section 10. Guns.

The use of firearms on COMMON ASSOCIATION PROPERTY is prohibited. The term "firearms" includes "B—B" guns, pellet guns, paint ball guns and firearms of all types. Use of firearms in and around Lots and streets shall be restricted by existing governing state law.

Section 11. Skates, Skateboards, Bicycles, Scooters

No skate, skateboard or bicycle ramps may be constructed or utilized on any Common Areas. Furthermore, the activities of Skating, Skateboarding, Bicycling and Scooting are allowable for transportation purposes on the Association's Streets. Games, sports and recreational activities are prohibited on the streets and to remain on Owner's Lot in order to limit damage and promote safety.

Section 12. Party Fences (Reserved)

Section 13 . Occupants Bound.

All provisions of the Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants of any Lot 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 14. Leasing Restrictions.

Owners may lease their Lot upon Board approval. In order to assure a community of congenial Owners and thus protect the value of Lots within the community, and to assure that Lots qualify for eligibility on the secondary mortgage market, the leasing of a Lot, or any portion thereof, by any Owner (other than as provided herein for certain Mortgagees) shall be subject to the provisions contained in this Section.

A. *Notice and Regulation.* Any Owner intending to lease his Lot, or any Portion thereof, shall give written notice of such intention to the Board, stating the name and address of the intended lessee, the contact information of the Owner, including a signed contract that the Lessee has read and understand, Covenants, By-Laws, Rules and Regulations for the Hunt Club Association. The Board of Directors shall have the authority to make and enforce reasonable rules and regulations in order to enforce this provision, including the right to impose fines constituting a lien upon the Lot being leased.

B. *Limitation on Total Leases.* No more than ten percent (10%) of the total number of Lots may be leased at any one time. Any homeowner who wishes to lease their property which would exceed the 10% limitation, must apply to the Board for a hardship exemption. Exemptions shall be granted on a case by case basis, and the granting of an exemption to any homeowner shall not act as a total waiver of the limitation set out in this provision. By way of example, and without limitation, hardship would include mandatory job reassignment, death of spouse, debilitating illness or loss of employment.

C. *Required Lease Provisions.* The Board of Directors may set the minimum lease term; however, said minimum term shall not be set for greater than one (1) year. Owners must resubmit a lease renewal notification thirty (30) days prior to the end of said lease for Board review and re-approval. All leases and lessees are subject to the provisions of the Declaration, Bylaws, Architectural Guidelines, and Rules. The Owner must make available to the tenant a copy of this Declaration. Any leases of a Lot, or a portion thereof, shall be deemed to contain the provisions of the below paragraphs lettered; (i) through (iv), whether or not said provisions are expressly stated therein, and each Owner covenants and agrees that any lease of his Lot shall contain the language of said provisions, and further, that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant on the Lot. Any lessee, by occupancy of a Lot, agrees to the applicability of this covenant and its incorporation as part of the lease along with the following provisions:

(i) Lessee acknowledges that promises made to Lessor, as contained in Article VI, Section 5, Paragraph C., Sub paragraphs (i), (ii), (iii) and (iv) of the Declaration of Covenants, Conditions and Restrictions for Hunt Club which govern the leased premises, and which provisions are incorporated within this lease agreement, are made for the benefit of the Association for the purpose of discharging Lessor's duties to the Association through Lessee's performance. In order to enforce those provisions made for the benefit of the Association, the Association may bring an action against Lessee for recovery of damages or for

injunctive relief, or may impose any other sanctions authorized by the Declaration/Covenants and Bylaws, as they may be amended from time to time, or which may be available at law or equity, including but not limited to, all remedies available to a landlord upon breach or default of a lease agreement by a lessee. Failure by the Association to enforce any of its rights shall in no event be deemed a waiver of the right to do so thereafter.

(ii) Lessee shall comply strictly with all provisions of the Declaration, Bylaws, and with the administrative rules and regulations adopted by the Association pursuant thereto, as any of the foregoing may be lawfully amended from time to time. Lessee shall control the conduct of his or her family and guests in order to assure compliance with the foregoing and shall indemnify and hold Lessor and the Association harmless for any such person's failure to comply. Lessee acknowledges the violation by Lessee or any occupant or person living with Lessee of any provision of the Declaration, Bylaws, or rules and regulations adopted thereunder shall constitute a default under this lease. Lessee further acknowledges that the Association has the right to act on its own behalf, or where necessary on behalf of Lessor, as Lessor's attorney-in-fact, to seek any remedies which are available to a landlord upon breach or default of a lease agreement by Lessee.

(iii) Upon request by the Association, Lessee shall pay to the Association all unpaid annual assessments, special assessments, or fines, as lawfully determined and made payable during and prior to the terms of this lease agreement and any other period of occupancy by Lessee; provided, however, that Lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Association's request. All payments made to the Association shall reduce by the same amount Lessee's obligation to make monthly rental payments to Lessor under the Lease. If Lessee fails to comply with the Association's request to pay assessments, Lessee shall pay to the Association all late or delinquent charges, fines, interest, and costs of collection, including, but not limited to, reasonable attorney's fees actually incurred, to the same extent Lessee would be required to make such payments to the Association if Lessee were the Owner of the Premises during the term of this lease agreement and any other period of occupancy by Lessee.

(iv) Lessee's right shall be subject to all rights of the Association and any bona fide Mortgage or deed to secure debt which is now or may hereinafter be placed upon the Premises by Lessor.

D. Enforcement. For the purpose of enforcing the provisions of this Section, which shall be incorporated in the provisions of any leases of a Lot, each Owner, by acceptance of a deed or other conveyance of a Lot, hereby irrevocably appoints the Association, which may act by any one of its authorized officers, as his attorney-in-fact, to enforce said provisions and to take action, at law or equity, which could be taken by said Owner against the Lessee should Lessee default in performance under the lease agreement. Each Owner hereby further acknowledges that this power of attorney shall only apply in the event of noncompliance by a Lessee with the provisions of Section 9, and that the Association, its Board of Directors, employees and agents shall be held harmless by each Owner in exercising the power of attorney herein granted to the Association.

E. Expenses of Eviction. In the event the Association proceeds to evict the Lessee, any costs, including attorney's fees actually incurred, and court costs, associated with the eviction shall be specifically assessed against the Lot, becoming a lien thereon subject to enforcement in accordance with Article VI of this Declaration, and shall become the personal obligation of the Owner thereof, such being deemed hereby as an expense which benefits the Lot and the Owner thereof.

F. Rights of Lessee. Any Lessee charged with a violation of the Declaration, Bylaws, or rules and regulations is entitled to the same rights to which the Owner is entitled as provided in the Association's Bylaws.

G. Rights of First Mortgagees. Notwithstanding anything to the contrary herein contained, the provisions of this Article shall not impair the right of any first Mortgagee to:

- (a) foreclose or take title to the Lot pursuant to remedies contained in any Mortgage;
- (b) take a deed or assignment in lieu of foreclosure; or
- (c) sell, lease, or otherwise dispose of a Lot acquired by the Mortgagee.

Article VII
Architectural, Design Standards, Approval,
Use Restrictions and Rules

Section 1. Architectural Review Committee (ARC)

Purpose, Powers and Duties

The purpose of the ARC is to assure that any alterations or modifications to Lot or any exterior construction upon a Lot, or on any part of the Community, addition, alterations, or erection of any nature is in conformity and harmony of the external design and general quality with the existing standards of the neighborhood, with the standards of the original Development and as to the location of Structures with respect to topography, finished ground elevation and surrounding Structures. To the extent necessary to carry out such purpose, the ARC shall, at the direction of the Board, to do each and everything necessary, suitable, convenient or proper for, or in connection with, or incidental to, the accomplishment of such purpose, including without being limited to, the power and duty to approve or disapprove plans and specifications of alterations, modifications, exterior construction, addition, alterations or erection of any nature.

(a) 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 or more duly licensed architects or other qualified Persons, which shall have the full authority to act on behalf of the committee for all matters delegated.

(b) The Board may promulgate written guidelines for the exercise of this review and provide a copy of these guidelines to each homeowner.

(c) The Board shall appoint the ARC, and may remove any member of the ARC, with cause. ARC positions are open to the community during annual elections for one year terms. If there are no volunteers for the ARC positions, the board members shall assume the duties of the ARC.

(d) No construction, addition, erection, or alteration shall be made unless and until the plans and specifications showing the nature, kind, shape, height, materials, and location shall have been submitted in writing to and approved by an Architectural Control Committee ("ARC").

Section 2. Architectural Review Committee- Composition

An Architectural and Design Standard Committee (the "ARC") shall be established consisting of not less than three (3) individuals, provided, however, that the ARC shall always have an uneven number of members. In the event the ARC does not have the sufficient number of volunteers to fill the positions, a current board member may serve as a member of the ARC committee.

Any two (2) or more members of the ARC may submit recommendations for approvals or disapproval on submissions to the Board. The submission of adoption, promulgation or amendments to the Architectural and Design Standards must be the unanimous action of All members of ARC and must be approved by the Board of Directors.

Section 3. Design Standards. Any and all plans and specifications submitted to the ARC, shall conform to the accepted and customary professional standards of workmanship for the type of work being submitted for approval. All work shall be in compliance with local building codes, and homeowners must provide proper certifications and authorizations to the Board upon request.

Section 4. Submission of Plans and Specifications

All submissions of plans and specifications shall be in such form and shall contain any of such information as may be reasonably required by the ARC, including, but not limited to:

- a) A site plan showing the location of all proposed and existing structures on the Lot, including building setbacks, open spaces and driveways.
- b) A foundation plan
- c) Exterior elevations of all proposed structures and alterations to existing structures
- d) Specifications of materials, color scheme, and other details affecting the Lot's appearance, proposed structures and alterations to existing structures

Section 5. Approval of Plans and Specifications

All activities commenced pursuant to plans, which have been deemed approved shall be consistent with such plans. 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 Board or its designee, 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.

Section 6. Disapproval of Plans and Specifications

The ARC may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. An Owner may submit a written appeal to the Board. In the event the Board fails to approve or to disapprove such design and location within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required, and this Section will be deemed to have been fully complied with.

Section 7. ARC Liability

Plans and specifications are not approved for engineering or structural designs or quality materials, and by approving such plans and specification neither the Board, nor the association assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications. Neither the Association, the Board, nor the officers, directors, members, shall be liable in damages to anyone submitting plans and specifications to any of them for approval.

Article VIII**ARC Approval Standards and Rules for Owners****Section 1. Landscaping**

Flowers, shrubs and small trees may be planted as desired, if not to excess. Landscaping must relate to the existing terrain and natural features of the Lot, utilizing plant materials native to the Southeastern United States. Grass shall not exceed a height of six (6) inches.

Front yards may be seeded or sod with any Southern Region Type grass. Side and rear yards may be sod, seeded, or treated naturally. The replacement of dead or diseased plants or grasses will not be enforced during a water shortage or state order on water consumption.

All landscape beds should be covered with decorative mulch. The landscape bed should be edged.

Major landscaping plans that call for a change of the grade of the lot or require heavy equipment require Board approval. Changes in grade must not adversely affect drainage or neighboring lots. Specific diagrams and details must accompany requests for major landscaping changes.

Section 2. Tree Removal

No trees, which are left on the Lot at closing shall be removed without the express consent of the Board, except for (a) diseased or dead trees; (b) trees needing to be removed to promote the growth of other trees, (c) trees which pose a hazard to property or pedestrians, and (d) trees which obstruct the view or encroach upon the roadway. Trees requiring heavy equipment to plant or remove are subject to ARC approval.

Section 3. Lighting

Exterior lighting must be low level, non-glare and not tinted. Exterior spotlights or floodlights must be hooded to eliminate glare onto adjacent properties. Seasonal decorative lights are permitted within holiday season. Removal of Holiday lights shall be removed by January 31st each year. All other changes to lighting originally installed by the developer needs Board approval

Section 4 Exterior Changes/Exterior Colors

All conceivable modifications to the exterior elevation of the main dwelling must have ARC/Board approval. The list of modifications includes, but is not limited to, the following: additions, awnings, canopies, decks, patios, porches, trim siding, roofing materials, doors: main door, screen and storm door, colors, roof overhangs, exterior trim windows, shutters, gutters, downspouts, garage doors, railings, stucco, louvers, painting...

The exterior of all improvements, including, without limitation, residences, constructed, erected, allowed, or maintained upon any Lot must be painted or repainted in a color as approved by the Board or its designee.

Colors must be confined to light to medium earth tones and will be approved at the discretion of the ARC as to the conformity with the harmony of the external design and general quality with the existing standards of the neighborhood.

Section 5. Additions to Home

Room additions to the main dwelling must be approved by the Board. Professional plans and pictures must accompany request. Materials used must be consistent with those used in the main dwelling including but not limited to siding, trim, color, roofing, doors and windows. Owner is subject to all local building codes.

Section 6. Detached Structures.

No detached structures (IE tool shed, arbors, gazebos, doghouse), shall be placed or installed except in the rear of a Lot as approved by the ARC. No structure shall be placed, erected, allowed, or maintained upon any Lot without the prior written consent of the Board. All detached structures must be consistent in design materials and color with the dwelling on the Lot.

Doghouses are subject to ARC approval. No more than two doghouses per lot. The doghouse(s) must be placed in the backyard in an inconspicuous location as to not cause a nuisance or disturbance to neighbors. Cobb County ordinances require that no doghouse may be placed within ten (10) feet of the property line.

Section 7. Roads, Driveways, Walkways

Any construction, alteration or modification of Lot's Road, Driveways or Walkways, including but not limited to the addition of pads or turnarounds are subject to ARC approval. Driveways and sidewalks are to be properly maintained inclusive or repairing cracks and keeping clean of dirt, mildew, and debris. Any additions or modifications with material other than concrete are subject to Board approval.

Section 8. Fences.

Under no circumstances shall any fence be placed, erected, allowed or maintained closer to any street than the front edge of the residence constructed on such Lot. Corner lots bordered by two streets may not install fencing closer than 20 feet from the roadway. In no event may a chain link fence or chicken wire fence be approved. Owners are solely responsible for the fence erected on their property.

Section 9. Entry Features and Street Signs. Owners shall not alter, remove or add improvements to any entry features or street signs on any Lot, or any part of any easement area associated therewith without the prior written consent of the Board or its designee.

Section 10. Subdivision of Lot or Common Property

No Lot or common property shall be subdivided or its boundary lines changed except with the prior written approval of the Board or its designee. Any such division, boundary line change, or re-platting shall not be in violation of the applicable subdivision and zoning regulations.

Section 11. Gardens, Recreational Equipment and Pools

Recreational equipment (I.E. trampoline, goals, batting cages, playground equipment, hot tubs, etc...) shall be placed or installed only upon the rear of a Lot as approved by the ARC. Hot tubs in particular must be placed to prevent creating a nuisance or disturbance to neighbors during use. Hot tubs must be screened from adjacent properties and streets. All pumps, filters, and equipment for spas must be located where it will not cause a nuisance or disturbance to neighbors.

Basketball goals may be placed adjacent to the driveway, but may not be attached to a residence without the prior written approval of the ARC.

Above ground swimming pools shall not be permitted in the Community. Kiddy pools are allowable. Gardens should be concealed from the street and kept in good condition.

Section 12. Mailboxes.

All mailboxes and mailbox posts shall be of a type and color as approved by the USPS and maintained in a presentable manner. All lot mailboxes and posts must conform to a community standard and be uniform in style, shape, color, size and height using 4x4 posts with black mailboxes. It is required that as each homeowner needs to repair or replace their mailbox, it shall be replaced pursuant to the standards in this provision.

Section 13. Yard Art/Yard Statuary

Yard statuary visible from the street is discouraged and must be submitted to the ARC for review. All "yard art" including, but not limited to, fountains, bird baths, birdhouses, wagon wheels, water pumps, religious statues, windmills, animals and other wildlife structures are subject to approval by the Board and will be examined on an individual basis, said approval shall not be unreasonably withheld.

Statuary, as defined here, does not include reasonably sized flowerpots or containers placed at or on the front lawn. Other statuary such as, but not limited to, urns, animals, or human figures, should be modestly sized and displayed on or at the front entry, rather than in lawn or flowerbed areas. Approval of statuary is solely at the discretion and aesthetic judgment of the Board. Exceptions are holiday decorations or new baby decorations, which may be displayed for, appropriate lengths of time and are appropriate in nature.

Section 14. Satellite Dishes & Antennas.

No exterior antennas, satellite dishes or multi-channel multi-port distribution service larger than one meter in length or diameter shall be placed, allowed, or maintained upon any portion of a Lot. All above referenced devices measuring one meter or less shall be installed in accordance with FCC rules and regulations, and shall not be placed in plain view from the street, unless it is the only positioning that allows for reasonable reception of a signal. However, the Board reserves the right to (but shall not be obligated to) erect a master antenna, satellite dish or other similar master system for the benefit of the Community.

Section 15. Wells, Septic Tanks, Sprinklers

No water wells for potable drinking water, septic tanks or similar facilities may be drilled, installed or maintained on any lot, unless city water and/or sewer is not available. Irrigation wells and sprinklers must be pre-approved and must not be visible from the street or from any neighbor's property.

Section 16. Solar Devices/ Green Technology

No solar, artificial, man made device or "Green Technology" which is designed or used to harness natural energy or other similar purposes, shall be placed, allowed, or maintained upon any portion of the Community, including any Lot, which shall not be visible from the street.

Article IX

Use Restrictions & Rules for Easements of Recreational Facilities

Section 1. Easements for Use and Enjoyment.

(a) Every Owner of a Lot, in good standing, shall have a right and easement of ingress and egress, use and enjoyment in and to the common property, also known as recreational Facilities, ie.) Clubhouse, Pool and Tennis Courts, which shall be appurtenant to and shall pass with the title to his Lot, subject to the following/below provisions. This right may be extended to his family, tenants, guest and invitees. Specific Rules and Regulations are available to the Community, are provided at time of Ownership, re-distributed when changes are made to said Rules and Regulations and are posted at each Recreational Site.

(b) Any Lot Owner, in good standing, may delegate/extend his or her right of use and enjoyment in and to the common property and facilities located thereon to his tenants and shall be deemed to have made a delegation of all such rights to the occupants of such owner's Lot if leased.

(c) 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;

(d) The right of the Association to suspend the right of an Owner, the family, tenants, guest or invitees, to use the recreational facilities/common property available for use by the Community, if any, for any period during which any assessment against his Lot which is hereby provided for remains unpaid or if and, for a reasonable period of time for an infraction of the Declaration, Bylaws, or rules and regulations;

Section 2. Use of Recreational Facilities By Nonmembers & Suspension of Rights.

(a) The extent and duration of nonmember use and the fee to be charged therefore shall be determined solely by the Board. Nonmember user fees shall be paid to the Association.

The Association 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. The Association 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.

The Association shall have the sole right to grant use rights to the Community recreational facilities to nonmembers. The provisions of this Section shall apply notwithstanding any contrary provisions in this Declaration, the Bylaws, Articles of Incorporation, rules and regulations, use restrictions and any amendments to any of the foregoing. Any non-member causing damage resulting from use of community property shall be strictly liable for said damages.

(b) The Association may suspend the rights of Owners or Occupants to use any of the recreational facilities or common areas, if said Owner or Occupant is delinquent in paying any Assessments or Fines to the Association.

Article X
Violations

Section 1. Failure to Pay of Assessments

Any assessments or installments thereof, which are not paid when due shall be delinquent, and shall incur a late charge in such amount as the Board may from time to time determine. If the assessment is not paid within thirty (30) days, a lien, as herein provided, shall attach and, in addition, the lien shall include the late charge, and interest in an amount as allowed by the Act on the principal amount due (including the late charge), all costs of collection, reasonable attorney fees actually incurred, and any other amounts provided or permitted by law, including charges for returned checks due to insufficient funds or stopped payment.

In the event that the assessment remains unpaid after thirty (30) 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 him or her, 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 themselves from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. 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.

Partial payments shall not constitute payment in full, unless agreed to in writing by the Association. Any partial payments shall be applied in the following order of priority: attorney's fees, collection costs, late charges, interest, then to the oldest principal amount for delinquent assessments. The Association may allow any assessments, fines, or fees to be paid in installments, and may charge a reasonable service fee thereon.

Section 2. Violation of Owners Maintenance and Rules and Regulations General

An Owner shall have thirty (30) days from the receipt/date of a notification to either take reasonable steps toward the required remedial action. If you need clarification on any item, or have any concerns, the Owner or Occupant may contact the Board of Directors for assistance to help resolve the issue in any way.

Section 3. Violation of ARC Rules

If any Architectural or Design Standard is not in accordance with the plans and specifications approved by the ARC pursuant to the provisions of the Article, then it shall be deemed to have been undertaken in violation of the Article and without the approval required herein. If in the opinion of the ARC such violation shall have occurred, the ARC shall notify the Association, and the Board shall take appropriate measures to correct the violation.

- a) The Board shall provide written notice to the Owner by first class or certified mail
- b) Notice will state Violation and set forth in reasonable detail the nature of the violation.
- c) Provide the specific action or actions required to remedy the violation.
- d) Allowance of opportunity to request an extension of reasonable time as deemed by ARC to correct Violation
- e) State that if owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after from the date of violation letter, then the Association shall have the Right of Abatement.
- f) Any member of the Board can make an appointment with a homeowner during reasonable hours, in order to meet personally to request from the homeowner, permission to inspect the Lot and any improvements thereon for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. (See Easement of Entry specifications) If any homeowner shall refuse to meet with a board member, or deny entry to a board member for the purpose of inspection to determine compliance with these covenants, the Board shall take whatever legal action is necessary to enforce this provision to permit inspection. In the event legal action is required and the board prevails in its action, the homeowner shall be responsible for all legal costs, expenses and fees incurred by the Board.

Section 4. Violation of Common Property (easements) for Enjoyment: Clubhouse, Pool, Tennis Courts

The Association reserves the right to suspend the right of an Owner, his family, tenants, guest or invitees, to use the recreational facilities/common property available for use by the Community, if any, for any period during which any assessment, fines, infractions or suspension of membership against his Lot which is hereby provided for remains unpaid or if and, for a reasonable period of time for an infraction of the Declaration, Bylaws, or rules and regulations;

Section 5. Violation of Occupant Bound

All provisions of the Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants of any Lot 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 6. Enforcement.

Each Owner and every Occupant of a Lot shall comply strictly with the Bylaws, the rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed to his or her Lot, if any. The Board of Directors may impose fines for any violation up to twenty-five (\$25.00) per week, or other sanctions, which shall be collected as provided herein for the collection of assessments, and in compliance with Owner rights as shall be outlined in the Bylaws, or adopted by Board, including the right to cure the violation and right of appeal.

Article XI**Insurance and Casualty Losses****Section 1. Insurance.**

The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements located on the Common Property or required to be maintained by the Association under Article V, Section 1. hereof. This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all—risk" coverage in like amounts.

If available at reasonable cost, as determined in the sole discretion of the Board, the Board shall obtain a public liability policy applicable to the Common Property insuring the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents. The public liability policy shall have a combined single limit of at least One Million Dollars (\$1,000,000.00). If available at reasonable cost, as determined in the sole discretion of the Board, the Board shall also obtain directors' and officers' liability insurance.

Premiums for all insurance shall be common expenses of the Association. The policies may contain a reasonable deductible, and the amount thereof shall be added to 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 benefited parties, as further identified in sub paragraph (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 or more qualified Persons, at least one 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 canceled, subjected to non renewal, invalidated, or suspended on Account of any one or more individual Owners;

(iv) that no policy may be canceled, subjected to non renewal, 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 canceled, subjected to non-renewal, or substantially modified without at least ten (10) days' prior written notice to the Association.

In addition to other insurance coverage required by this Section, the Board shall obtain workers compensation insurance, if and to the extent necessary to satisfy the requirements of applicable law, and, if available at reasonable cost, as determined in the sole discretion of the Board, a fidelity bond or employees dishonesty coverage covering directors, officers, employees, and other Persons handling or responsible for the Association's funds. The amount of fidelity or employees dishonesty coverage, if obtained, shall be determined in the directors' best business judgment. Such coverage if obtained, shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation and shall not be subject to cancellation, non renewal or substantial modification without at least ten (10) 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 or the Federal National Mortgage Association, the U.S. Department of Veterans Affairs ("VA") or the U.S. Department of Housing and Urban Development ("MUD").

Section 2. Damage and Destruction — Common Property.

(a) **In General.** Immediately after the 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 necessary to comply with applicable building codes. The Board of Directors shall have all enforcement powers specified in Article V, Section 1, of this Declaration necessary to enforce this provision.

(b) **Repair and Reconstruction.** Any damage or destruction to property required to be 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

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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 3. Damage and Destruction - Lots.

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 there from 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 4. 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 XII
Condemnation**

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

Article XIII
Annexation of Additional Property

Section 1. Annexation.

Subject to the consent of the owner thereof, and upon the affirmative vote or written consent, or any combination thereof, of Owners of at least two—thirds (2/3) of the Lots, the Association may annex other real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Office of the Clerk of the Superior Court of 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 and Secretary of the Association, and any such annexation shall be effective upon the filing for record of such Supplementary Declaration, unless a later effective date is provided therein.

Article XIV
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 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 an Owner of a 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. 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.

Section 5. Applicability of Article III.

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 6. 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.

**Article XV
(Reserved)**

**Article XVI
General Provisions**

Section 1. Aggrieved Owner

Failure to comply with this Declaration, the Bylaws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record in the appropriate land records a notice of violation of the Declaration, Bylaws, rules and regulations, or use restrictions and to assess the cost of recording and removing such notice against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

Section 2. Legal Action by Board.

Only as a final recourse, the Association or Board shall have the authority to enter upon a Lot or any portion of the Common Property, to abate or remove, using such method as may be reasonably necessary, any structure, thing or condition which violates this Declaration, the Bylaws, the rules and regulations, or the use restrictions. However, before any such action is taken by the board, a board member shall make an appointment with a homeowner during reasonable hours, in order to meet personally to discuss in detail the specific violation and to request from the homeowner, permission to inspect the Lot and any improvements thereon for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with, and to give the violating Lot Owner thirty (30) days' written notice of demand to correct the violation, and its intent to exercise its legal remedies if the violation is not corrected. Notwithstanding the foregoing, immobile vehicles may be towed from common property after three (3) days. If the board prevails in legal action against a homeowner, all costs of legal action, including judgment interest at the rate of Prime plus 2% and 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. Any contractor, subcontractor, agent, employee, or other invitee of an Owner, who fails to comply with the terms of the covenants, rules, or guidelines, may be excluded by the Board from the Community, subject to the notice procedures contained in Article III, Section 20 of the Bylaws. In such event, neither the Association, the ARC, the Board, nor the officers, directors, members, agents, and employees of any of them, shall be held liable to any person due to the exercising of the rights granted herein.

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 permitted by law; provided, however, so long as Georgia law limits the period during which covenants restricting lands to certain uses may run, any provision 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 automatically extended for successive periods of twenty (20) years, unless such extension is disapproved by at least two-thirds (2/3) of the total votes cast in any election. A written instrument reflecting disapproval must be recorded within the year immediately preceding the beginning of a ten (10) year renewal period.

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 therefore, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

Section 4. Amendment.

This Declaration, the By-laws, and Rules and Regulations may be amended upon the affirmative vote or written consent, or any combination thereof, of the eligible voting Owners in good standing, of at least two-thirds (2/3) of total ballots cast in any vote.

Section 5. Partition.

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

Section 6. 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 7 Non-Discrimination:

The Hunt Club Homeowners Association Board, Officers or Committees shall not discriminate against any person based on their/ persons of a particular race, color, sex, religion, age or national origin in the enforcement of these covenants.

Section 8. 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 9. Preparer.

This Amended and Restated Declaration was prepared and submitted for approval by the Hunt Club HOA Board of Directors

Section 10. Perpetuities.

If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be considered unlawful, void, or voidable for violation of the rule against perpetuities, then each automatic renewal of said covenants as per Section 3 of this Article, shall be considered a new restated Declaration, declared in the document's Title, containing all the same terms as the prior Declaration.

Section 11. Indemnification.

In accordance with the Georgia Nonprofit Corporation Code and to the full extent allowed, the Association shall indemnify every Person who was or is a party or who is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other

than an action by or in the right of the Association), by reason of the fact that such Person is or was serving as a director or officer of the Association against any and all expenses, including attorneys' fees, imposed upon or reasonably incurred in connection with any action, suit, or proceeding, if such Person acted in a manner reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Any indemnification hereunder shall be made by the Association only as authorized in a specific case upon a determination that indemnification of the Person is proper under the circumstances.

Section 12. Books and Records.

(a) **Inspection by Members.** Books and records of the Association may be inspected and copied pursuant to the provisions of Section 14-3-1602 of the Georgia Nonprofit Corporation Act by any member of the Association or by their duly appointed representative, and by holders, insurers, or guarantors of any first Mortgage.

(b) **Rules for Inspection.**

The Board shall establish reasonable rules with respect to:

- (i) the written notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (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 13. Financial Statements.

Financial statements for the Association shall be compiled 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, the Owners, by a Majority vote, may require that the financial statements of the Association be audited as a common expense by a certified public accountant.

Section 14. Notice of Sale.

In the event an Owner sells or otherwise transfers title to his or her Lot, the Owner shall give to the Board, in writing, the name of the purchaser or transferee of the Lot and such other information as the Board may reasonably require.

Section 15. Agreements.

Subject to the prior approval of the Association, 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 16. Variances.

Notwithstanding anything to the contrary contained herein, the Board of Directors shall be authorized to grant individual variances received in writing 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 the Community. The decision of the Board shall be in writing and recorded in the meeting minutes.

Section 17. Litigation.

No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a majority of the Board. 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 valor-em taxation, or (d) counterclaims brought by the Association in proceedings instituted against it.

Article XVII**. Dispute Resolution and Limitations on Litigation.****A. *Agreement to Avoid Litigation.***

The Association, its officers, directors, and committee members, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the Community, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that those claims, grievances or disputes described in paragraph "B." below ("Claims") shall be resolved using the procedures set forth below in lieu of filing suit in any court.

B. *Claims.*

Unless specifically exempted below, all claims, grievances, or disputes arising out of or relating to the interpretation, application, or enforcement of the Governing Documents, or the rights, obligations, and duties of any Bound

Party under the Governing Documents or relating to the design or construction of improvements on the Community shall be subject to the below provisions.

Notwithstanding the above, unless all parties otherwise agree, the following shall not be Claims and shall not be subject to the provisions of this Section:

- (a) Any suit by the Association against any Bound Party to enforce the provisions of Article IV (Assessments);
- (b) Any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Article VI (Use Restrictions and Rules);
- (c) Any suit between Owners, which does not include the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents;
- (d) Any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by this Section.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in this Section.

C. Mandatory Procedures.

(a) *Notice.* Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (collectively, the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely: The nature of the Claim, including the Persons involved and Respondent's role in the Claim;

The legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

Claimant's proposed resolution or remedy; and

That Claimant's desire to meet with Respondent to discuss in good faith ways to resolve the Claim.

(b) *Negotiation.* The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, Accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in resolving the dispute by negotiation.

(c) *Mediation.* If the Parties do not resolve the Claim within 30 days of the date of the Notice (or within such other period as may be agreed upon by the Parties), Claimant shall have 30 additional days to submit the Claim to mediation under the auspices of Henning Mediation and Arbitration Services or, if the Parties otherwise agree, to an independent agency providing dispute resolution services in the COBB County area. Each Bound Party shall present the mediator with a summary of the Claim prior to the mediation session.

(d) *Waived Claim.* If Claimant does not submit the Claim to mediation within such time, or does not appear for and participate in good faith in the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on Account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

(e) *Impasse Termination.* Any settlement of the Claim through mediation shall be documented in writing by the mediator. If the Parties do not settle the Claim within 30 days after submission of the matter to the mediation process, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date mediation was terminated ("*Termination of Mediation*").

Each Bound Party shall bear its own costs of mediation and each Party shall share equally all fees charged by the mediator.

(f) *Allocation of Costs of Resolving Claims and Awards*

Subject to sub paragraph (d) above, each Party shall bear its own costs, including any attorneys' fees incurred, and each Party shall share equally all charges rendered by the mediator(s) and all filing fees and costs of conducting the arbitration proceeding ("*Post Mediation Costs*").

(g) *Enforcement of Resolution.* After resolution of any Claim, if any party fails to abide by the terms of any agreement or Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in this Section. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys' fees actually incurred, and court costs.

IN WITNESS WHEREOF, the undersigned officers of The Hunt Club Homeowners Association, Inc. hereby certify that at least two-thirds of the Lot owners who cast their ballots have consented and approved this Amended and Restated Declaration, and any required notices were duly given.

This the 6 day of March 2014.

THE HUNT CLUB HOMEOWNERS
ASSOCIATION, INC.

By: William C Burn
William C. Burn
President

Attest: [Signature]
Henry Gomez
Secretary

[CORPORATE SEAL]

Sworn to and subscribed to before me
This 6th day of March, 2014.

Cheyl J Monroe
Notary Public

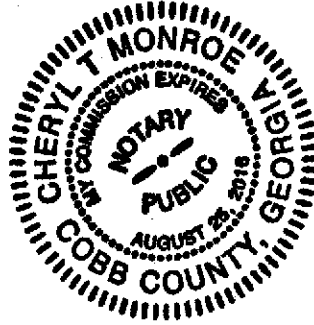


EXHIBIT "A"

Definitions

"Act": shall mean the Georgia Property Owners' association Act O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as may be amended

Assessment: the act of setting or determining value or charging persons or property with a payment.

Association: shall mean and refer to HUNT CLUB HOMEOWNERS ASSOCIATION, INC. a nonprofit Georgia corporation, its successors and assigns.

Board of Directors: or Board of the Association shall be the appointed or elected body, as applicable, having its normal meaning under Georgia corporate law.

Bound Party: Any individual who be virtue of being a lot owner in the Hunt Club subdivision shall be legally bound and restricted by these Declarations.

By-Laws: shall refer to the Bylaws of Hunt Club Homeowners Association, Inc. which are rules or laws governing the internal affairs of the organization.

Common Drive: Points of ingress and egress into and around the neighborhood available by each individual homeowner or occupant.

Common Property/Area: 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.

Community: shall mean and refer to that certain real property and interests therein described in Article II, and/ or its Mortgagee or transferee, as provided in the Declaration and such additions thereto as may be made by the Association (as provided I the Declaration) of other real property. Shall also include to the meaning of the group of people residing in Hunt Club Subdivision.

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, and published for notice to the entire community..

Covenants: specifically referred to as the legal document that binds the Owners of the Hunt Club Association into agreement.

Declaration: An explicit and formal statement. (for example) In the Covenants there is sometimes reference to the Declaration, which simply means the explicit and formal statements or writing of the Hunt Club Association's Covenants.

Easement: a part of a property that allows someone other than the property owner, the right to access it and use a portion of your property or Lot. This normally pertains to a utility company, but is also used in the Declaration/Covenants in reference to the Common Property/Area used for recreational enjoyment within the Community.

Lien: the right to take and sell or hold the property of a debtor as security or payment for a debt

Lot: Shall mean any plot of land within the Community, whether or not improvements are constructed thereon, which constitutes or could constitute, after the construction of improvements, a single dwelling site as shown on the plat for the Community, or amendments thereto, recorded in the land records of the county where the community is located. If a vacant Lot adjoins another Lot upon which there is a dwelling, and both Lots are owned by the same person, the two Lots shall constitute one Lot for the purposes of assessments and voting. 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.

Majority: Shall mean those eligible votes, Owners, or other group as the context may indicate totaling more than sixty-six percent (66%) of the total eligible number of ballots cast. Majority votes: Assessment and Budget, Special assessments,

Member: "Member" means any member of the Association in good standing.

Mortgage: Shall mean any mortgage, deed to secure debt, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of the obligation.

Mortgagee: Shall mean the legal holder of a Mortgage.

Occupant: Shall mean any Person occupying all or any portion of a Lot or other property located within the Community for any period of time, regardless of whether such person is a tenant of the Owner of such property.

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.

Person: Shall mean any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.

Property: All that certain land and lots located within the geographical limits of the Hunt Club Subdivision, as delineated on that certain plat, on record with the Cobb Superior Court Clerk.

Proxy: The right to grant another individual to cast a ballot in that person's name.

Restrictions: means all covenants, limitation, easements, charges, rules, liens, and other obligations created or imposed by this Declaration.

Structure: (a) anything or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, deck, swimming pool, dock, fence, driveway, curbing, paving, wall, tree, shrub (and other forms of landscaping), sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot;

(b) any excavation, grading, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon, or across any Lot; and

(c) any change in the grade at any point on a Lot of more than six (6) inches, whether or not Subsection (b) of this Section 1.17 applies to such change.

Supplementary Declaration: Shall mean 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.

Total Association Vote: Shall mean all of the votes attributable to members of the Association in good standing who actually cast ballots in any given referendum.