



BYLAWS

AND

DECLARATION OF COVENANTS, CONDITIONS AND

RESTRICTIONS

FOR

LOCHWOLDE SUBDIVISION

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**BYLAWS
AND
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LOCHWOLDE SUBDIVISION**

THESE BYLAWS AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LOCHWOLDE SUBDIVISION are made on the date hereinafter set forth by Lochwolde Homeowners Association, Inc., a Georgia nonprofit Corporation (hereinafter called “Declarants”.)

WITNESSETH

WHEREAS, Lochwolde Homeowners Association members are the various owners of the real properties within the Lochwolde Subdivision, as described in Exhibit “A” attached hereto and incorporated herein by this reference (hereinafter the “Properties”.) Declarants intend by this Declaration, and in accordance with the provisions of the Georgia Property Owners Association Act, O.C.G.A. 44-3-220, et seq., to impose upon the Properties mutually beneficial bylaws and covenants, conditions and restrictions for the benefit of the owners of property within the residential community known as Lochwolde Subdivision.

NOW, THEREFORE, Declarants do hereby declare that the Properties, including the improvements constructed or to be constructed thereon, are 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, assessments and liens, hereinafter set forth, which are for the foregoing purposes and, additionally, 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 any of the real properties 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.

ARTICLE I

Definitions

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

- (a) “Architectural Review Board” or “ARB” shall mean and refer to that certain Board as empowered in accordance with Article V hereof.
- (b) “Association” or “LHA” shall mean Lochwolde Homeowners Association, Inc., a Georgia nonprofit Corporation, its successors and assigns.

- (c) “Board of Directors” or “Board” of the Association shall be the elected body, as applicable, having such duties as are provided in this Declaration, the Bylaws, the Articles of Incorporation, the Georgia Nonprofit Corporation Code and under other applicable Georgia law.
- (d) “Bylaws” shall refer to the Bylaws of Lochwolde Homeowner’s Association, Inc.
- (e) “Community” or “Lochwolde Subdivision” shall mean and refer to that certain real property and interests therein as all those areas designated as Lochwolde Subdivision more particularly depicted on that certain plat recorded in the plat records of Gwinnett County, Georgia (hereinafter the “Plat”).
- (f) “Declarants” shall mean and refer to the various owners of property within the Lochwolde Subdivision that comprise the Lochwolde Homeowners Association, Inc., a Georgia nonprofit corporation.
- (g) “Declaration” shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Lochwolde Subdivision; as such documents may be amended from time to time; provided all such amendments shall not be effective until recorded in the records of the Clerk of the Superior Court of Gwinnett County, Georgia.
- (h) “Director” shall mean and refer to a member of the Board of Directors of the Lochwolde Homeowners Association, Inc.
- (i) “Dwelling” shall mean the single-family detached structure, constructed or to be constructed, on each lot.
- (j) “Lot” shall mean any plot of land within the Community, whether or not improvements are constructed hereon, which constitutes or will constitute, after the construction of improvements, a single-family dwelling site as shown on the Plat. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, membership in the Association.
- (k) “Majority” Means those eligible votes, Owners or other group as the context may indicate totaling more than fifty (50%) percent of the total eligible number. Eligibility is defined in Article II, Sections 1 & 2 herein.
- (l) “Member” shall mean and refer to a Person that is a member of the Association.
- (m) “Mortgage” means any mortgage, deed to secure debt, deed of trust, and any and all other similar instruments used for the purpose of encumbering real property in the Community as security for payment or satisfaction of an obligation.
- (n) “Mortgagee” shall mean the holder of a mortgage.
- (o) “Owner” shall mean and refer to the record owner, whether one or more Persons, of a fee and 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. When the term Owner is used, it shall include all Owners unless otherwise stated.
- (p) “Person” means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust or other legal entity.

(q) “Rules and Regulations” shall mean and refer to those rules and regulations promulgated by the Board pursuant to this Declaration and the Bylaws, as such rules and regulations may be amended from time to time.

ARTICLE II

Association Membership and Voting Rights

Section 1. **Membership.** Membership in Lochwolde Homeowners Association Inc. shall be limited to homeowners of record, who reside within the geographical boundaries of Lochwolde Subdivision, and to owners of lots within Lochwolde. 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 nor is a membership transferable.

Membership in the Association shall be automatic and mandatory for each Owner and all provisions of this Declaration shall be read to establish the mandatory and automatic nature of such membership. One membership is issued for each Lot. Membership is considered active only when all dues, fees and outstanding penalties, if any, are current and paid in full. The dues for the base year, 2006-2007, are \$150 per Lot. These dues are subject to change, up or down, per Section 5 of this Article.

Section 2. **Voting.** Each membership shall have one vote per Lot. The privilege of voting may be exercised at the annual Homeowners Association meeting and at any other special homeowners meetings called by the Board of Directors. Members of the Association may cast their vote only when all dues, fees and outstanding penalties, if any, are current and paid in full.

Members may vote by proxy. Members must obtain proxy voting forms from the Board of Directors prior to any Association meeting. The proxy must be completed, signed by the member and given to a member of the Board of Directors before the meeting to which the vote applies is held. The Director receiving the completed and signed proxy form must sign the proxy, acknowledging receipt, and give it to the Secretary before the vote is held.

Section 3. **Board of Directors.** In accordance with these Declarations and the Articles of Incorporation, the Association Board of Directors shall consist of five members: four officers and one member-at-large. The Board’s responsibilities shall include, but not be limited to:

1. Handling the business affairs of the Association.
2. Enforcing the Covenants, Conditions and Restrictions.
3. Constituting committees, appointing committee members and defining duties of the committees.
4. Preparing an annual budget and submitting to the Association for approval.
5. Determining the manner in which the Association funds shall be spent.
6. Auditing the financial records once a year.

Board officer positions and responsibilities shall consist of:

PRESIDENT: The President is the administrative officer in charge of the Board. The President shall preside at all Board and Association meetings. He shall appoint, subject to confirmation by the Board of Directors, all standing committees designating the chairman thereof, and all special committees, as may be directed. The President is an ex-officio member of all committees, as well as the new Board of

Directors once his term in office is complete. The President is authorized to sign checks in the absence of the Treasurer.

VICE PRESIDENT: The Vice President, in the absence of the President, shall act in his stead. He shall, under the direction of the President, attend to the business of the Association. The Vice President shall be an ex-officio member of all committees. In the event the President is unable to complete his term of office, the Vice President shall automatically become President.

SECRETARY: The Secretary shall keep the official record of all proceedings of the Board and Association meetings. The Secretary shall be responsible for preparing and signing all official correspondence of the Association.

TREASURER: The Treasurer is responsible for the safekeeping and disbursement of all funds of the Association. For opening and closing bank accounts, signing checks, preparing any tax returns required by the State or Federal government, for keeping the Association's accounting records and making periodic reports of the Association's finances to the Board and Association members.

MEMBER-AT-LARGE: The Member-At-Large is an active participant in all Board meetings. The Member-At-Large provides counsel regarding Association issues and is part of the decision making process.

The term of office for all Board members shall be one year. Board members shall be able to succeed themselves in office or on the Board if voted for by the Association membership at the annual meeting. In the event of a vacancy on the Board, with the exception of the office of President as provided above, the remaining Directors shall, by majority vote, elect a temporary successor until the next annual meeting, at which time a permanent member shall be elected. Board members may be removed from office by a majority vote of the Association membership or by a unanimous vote of the other four (4) members of the Board.

The Board of Directors of the Corporation shall be indemnified by the Corporation against expenses actually and necessarily incurred by the Board in connection with the defense of any action, suit or proceeding in which the Board is made a party. The exception is in relation to matters as to which an individual Director shall be adjudged in misconduct and except any sum paid by the Corporation in settlement of an action, suit or proceeding based on gross negligence or willful misconduct in the performance of the individual Director's duties.

The right of indemnification provided herein shall inure to each Director referred to above whether or not he is such Director at the time such cost or expense is incurred and, in the event of his death, shall extend to his legal representatives.

The Board may not incur capital expenditures in excess of \$3,000 within any calendar year, and may not incur any debt, which cannot be paid for from operating funds for that particular year, without approval by a majority of members in an Association meeting or by a mail-in ballot to the Lochwolde Homeowners Association, Post Office Box #391266, Snellville, GA 30039.

The Board cannot make any changes in assessments against the home owners unless approved by a majority of members.

Section 4. **Meetings - Board.** The Board of Directors shall meet at least once each quarter, and at such other times and intervals as they may deem necessary. It is the responsibility of the

President to call the time and place of each meeting. However, any other member of the Board shall have the authority to call for a Board meeting by giving proper notice to all other Board members. The Secretary will give notice of such meetings to each member of the Board at least seven (7) days before the meeting.

Three (3) members of the Board constitute a quorum.

The Board may take official action without calling a meeting; provided that the proposed action is stated in writing and that such written proposed action be signed by not less than three (3) of the Board members. Such action must be ratified and entered into the minutes at the next regularly scheduled meeting of the Board.

Section 5: **Meetings – Membership.** A meeting of the members of the Lochwolde Homeowners Association shall be held in September of each year. Other Association meetings may be held during the year at such date, time and place as the Board shall direct.

The annual meeting shall be for the election of the officers and the member-at-large position on the Board. The Nominating Committee shall submit nominations for these positions. Active members may also make nominations from the floor. The membership will also vote on the proposed budget, dues and fees for the next fiscal year, here committee reports and conduct any other business as may be indicated in the meeting notice or be brought before it.

Special meetings of the membership may be called by the Board after it receives a written request of ten (10%) percent of the active members, which shall be given to the Secretary. The request must explain the reason for calling the special meeting. The Secretary shall call the meeting within thirty days after receiving the request. Notice of special meetings shall be given to all members at least seven (7) days before the date the meeting is held. The notice shall state the purpose for having the meeting and that no other business shall be transacted at the meeting.

Only active members shall be entitled to vote at meetings of the Association. Members not able to attend may be represented by a mailed in proxy vote to the Association's P.O. Box. The meeting notice shall include provisions for handling proxy votes. A quorum shall be considered present when fifty (50%) percent of the active membership is either present or represented by proxy. A quorum must be present in order to transact any legal business of the Association.

The mailing of notices to the last known address of the members shall constitute notice.

Section 6: **Committees.**

PLANNING/SOCIAL COMMITTEE. This committee shall be responsible for scheduling and arranging for Association social functions, meetings and welcoming new homeowners to the community.

COMMUNICATION COMMITTEE. This committee shall be responsible for writing and publishing a neighborhood newsletter and Association directory. It will keep members informed of events such as births, deaths and illnesses.

SAFETY COMMITTEE. This committee shall be responsible for informing the membership on matters related to the neighborhood crime watch and coordinating implementation of same and safety issues in general.

ARCHITECTURAL/COVENANTS COMMITTEE. This committee shall be responsible for the approval of plans for homes to be built in Lochwolde Subdivision to insure that the proposed home plans shall be harmonious with the neighborhood in design, materials and other general aesthetic considerations. This committee shall ascertain that the proposed homes meet all required provisions as outlined in Article V, Section 3.

The committee shall also be responsible for the approval of plans for additions, modifications and changes to properties.

POLITICAL/ZONING COMMITTEE. This committee shall be responsible for monitoring changes to zoning and zoning regulations affecting the area surrounding Lochwolde Subdivision. It shall also be responsible for monitoring State, County and other local laws or ordinances for potential impact on the Subdivision. This committee shall also be responsible for communicating this information to the Association membership.

REVIEW COMMITTEE. This committee will consist of three (3) members and will review any and all grievances put forth as a result of actions recommended by the Board in relation to Code or Covenant violations.

NOMINATING COMMITTEE. This committee shall be formed once a year for the purpose of soliciting and nominating, for Association approval, candidates for the Board of Directors. The committee shall nominate at least one candidate for each position on the Board. Members of this committee shall be appointed and approved by the Board of Directors.

FRONT ENTRANCE COMMITTEE. This committee shall be responsible for the maintenance and repair of the front entrance of the Lochwolde Subdivision. The committee members shall have the option of performing the maintenance themselves or, pending Board approval, contracting with other individuals or firms to perform the necessary maintenance. This committee shall be responsible for the beautification of the common property. The Board must approve all expenditures of this committee in advance.

ARTICLE III

Assessments

Section 1. **Creation of the Lien and Personal Obligation for Assessment.** Each Owner of any Lot, by acceptance of a deed therefore, agrees to pay to the Association: (a) annual assessments of dues; and (b) special assessments to be established and collected as herein provided. All such assessments, together with late charges, interest, not to exceed the maximum rate permitted by law (but not to exceed ten (10%) percent per annum), costs, including, without limitation, reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with late charges, interest, costs, including, without limitation, reasonable attorney's fees actually incurred, shall also be the personal obligation of the Person who was the owner of such Lot at the time the assessment fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Lot, and each grantee of an Owner shall be jointly and severally liable for such portion thereto 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 the first Mortgagee taking title through foreclosure proceedings or deed in lieu of foreclosure.

The fiscal year shall run from October 1st through September 30th of the following year. Annual assessments shall be levied equally on all Lots and shall be due and payable as of September 30th of each year. Unless otherwise provided by the Board, the assessment will be paid in annual installments. At the annual meeting, the Board shall recommend the annual assessment and shall be approved by the membership voting at the annual meeting.

No member of a family will be considered an Active Member of the Association until the annual assessments are paid in full. All fees and other charges mentioned herein and hereafter are exclusive of taxes, if any, imposed by Federal, State or Local governmental bodies and agencies.

Section 2. **Purpose of Assessment.** The assessments provided for herein shall be used for the general purpose of promoting the recreation, health, safety, 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 3. **Computation.** It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which shall include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the budget and the assessments to be levied against each Lot for the following year to be delivered to each Member at least thirty (30) days prior to the end of the current fiscal year. Notwithstanding the foregoing, however, in the event the membership disproves the proposed budget for the succeeding year, then and until such time as a budget shall have been determined, as provide herein, the budget in effect for then current year shall continue for the succeeding year.

Section 4. **Special Assessments.** In addition to the other assessments authorized herein, the Association may levy special assessments from time to time, for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the front entrance, including fixtures and personal property related thereto, provided that any such assessment shall be approved by two-thirds (2/3) of the active membership either present or represented by proxy at a meeting duly called for this purpose. Special assessments shall be paid as determined by the Board and the Board may permit special assessments to be paid in installments, extending beyond the fiscal year in which the special assessment is imposed.

Section 5. **Lien for Assessments.** The Association is governed by the Georgia Property Owners Association Act O.C.G.A. Section 44-3-220 et seq., which grants lien rights to the Association for maintenance expenses and tax obligations. All sums assessed against any Lot pursuant to this Declaration, together with late charges, interest, costs, including, without limitation, reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a first Mortgage or any Mortgage duly recorded in the land records of Gwinnett County and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument. Nothing contained in this Declaration shall be construed contrary to said Act.

A lien for assessments shall not be affected by any sale or transfer of a Lot; provided however, a sale or transfer pursuant to a foreclosure of a first Mortgage shall extinguish a subordinate lien for assessment which became due and payable prior to such sale or transfer. Any delinquent assessments that are so extinguished may be reallocated and assessed to all of the Lots through the annual budgeting process. A sale or transfer pursuant to a foreclosure does not relieve the purchaser or

transferee of a Lot for, nor the Lot from the lien, of any assessments that become due and payable after the date of the transfer.

Section 6. **Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessments or installments thereof, which are not paid when due, shall be delinquent. Any assessment or installment thereof delinquent for a period of ten (10) days may incur a late charge in the amount of the greater of ten (\$10) dollars or ten (10%) percent of the assessment amount or installment not paid timely. The Association shall cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien as herein provided, shall attach and, in addition, the lien shall include interest, not to exceed the maximum rate permitted by law (but not to exceed ten (%10) percent per annum) on the principal amount due, all late charges from the date first due and payable, all costs of collection, including, without limitation, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt 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.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including by way of illustration, but not limitation, abandonment of the Lot. 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 the 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 other order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

All payments shall be applied first to costs, then to late charges and then to delinquent assessments.

Section 7. **Date of Commencement of Assessments.** Any Owner of a Lot shall be required to pay assessments on such Lot as provided in Section 1 of this Article. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide.

ARTICLE IV

Maintenance

Section 1. **Association's Responsibility.** The Association shall maintain and keep in good repair all entry features for the Community including any landscaping and grassed areas adjacent thereto and pay the expenses for water and electricity provided to all such entry features and associated landscaping and grassed areas. The maintenance shall include, without limitation, maintenance, repair and replacement of all landscaping and improvements associated with the entry.

In the event that the Association determines that the need for maintenance, repair or replacement that is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, and is not covered or paid for by insurance, in whole or part, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof

shall be added to become a part of the assessment to which such Owner is subject and shall become a lien against the Lot of such Owner.

Section 2. **Owner's Responsibility.** Except as provided in Section 1 above, all maintenance of a Lot and all structures thereon (including the Dwelling), landscaping and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot, at all times, in a manner consistent with the community-wide standard and this Declaration. In the event that the Board of Directors of the Association determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair or replacement of items for which such Owner is responsible hereunder, the Association shall, except in an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair or replacement at such Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary. If the Owner objects to the notice, the Owner may request a meeting with the Board within ten (10) days of receipt of the written notice to object and offer evidence to the contrary. The Board shall reconsider the original notice and determine if the original notice stands or should be revised or rescinded. The Owner shall receive written notice of the Board's decision within three (3) days after the requested meeting. If the Board determines that the original notice should stand or be revised, the Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair or replacement, or if such maintenance, repair or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot.

ARTICLE V

Use Restrictions and Rules (Covenants)

Section 1. **General.** This Article, beginning at Section 2, sets out certain use restrictions, which must be complied with by all Owners and occupants. These use restrictions may only be amended in the manner provided in Article IX, Section 3, hereof regarding amendment of this Declaration. Such Rules and Regulations shall be distributed to all Owners and occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and occupants until and unless overruled, cancelled or modified in a regular or special meeting by a Majority of the members of the Association eligible to vote.

Physical features of dwellings, structures and lots existing prior to the implementation date of this Declaration of Covenants, and that would be considered in violation under this Article (i.e. mailboxes, etc.), are exempted from remediation ("grandfathered".)

Section 2. **Residential Use.** The Lots within the Community shall be and are restricted exclusively to single-family residential use and no trade or business of any kind may be conducted in or from a Lot or any part of the Community either as a primary or accessory use of either the Lot or any portion of the Community; provided, however, an Owner or occupant may conduct such business activities within a Dwelling located thereon so long as:

- (a) The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the dwelling unit.

- (b) The business activity does not involve having tools of a particular trade stored or placed in any area, which can be seen from another Lot.
- (c) The business activity conforms to all zoning requirements for the Community.
- (d) The business activity is consistent with the residential character of the Community.
- (e) The business activity does not require use of any utilities not associated with the Lot.
- (f) The business activity does not constitute a nuisance or a hazardous or offensive use, as may be determined by the Board of Directors.

The terms “business” and “trade” as used in this provision shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family and for which the provider receives a fee or compensation or other form of consideration, regardless of whether; (i) the activity is engaged in full or part time; (ii) the activity is intended to or does generate a profit or (iii) a license is required for the activity. The Board may recommend rules regarding permitted business activities to be voted on by the Association members.

Section 3. **Architectural Standards.** Any one-story or ranch style Dwelling erected on any Lot shall each have not less than 2500 square feet of heated, habitable floor space. Any multi-level Dwelling (i.e. two-story, split-level, tri-level, etc.) erected on any Lot shall each have not less than 3000 square feet of heated, habitable floor space. All ceiling heights must not be less than eight (8) feet in all enclosed, heated, habitable areas. The floor space square footage requirement shall be exclusive of any space in garages, porches and finished basements. All dwellings are to have side loaded garages. No vinyl siding will be permitted on any dwelling. Vinyl will only be permitted for eaves, and overhangs. No Dwelling, exterior construction, alteration, structure, improvement, addition or erection of any nature whatsoever shall be commenced or placed upon any part of the Community, except as is approved in accordance with this Section, or as is otherwise expressly permitted herein and, unless and until plans and specifications showing at least the nature, kind, shape height, materials and location shall have been submitted in writing and approved by the Architectural Review Board.

The ARB shall have the right to approve or disapprove any submitted plans or specifications that are not in compliance with this Declaration, if they are incomplete or if the ARB reasonably determines that such plans and specifications are not consistent with the community-wide standard outlined in the preceding paragraph.

All improvements, including Dwellings, constructed, erected, placed, altered, remodeled, maintained or permitted on any Lot shall comply with any and all applicable federal, state, county and municipal zoning and building restrictions, including, but not limited to, grading, clearing, construction of impervious surfaces, building and other construction rules and regulations.

If the ARB fails to approve or disapprove submitted Plans within thirty (30) days after the Plans have been submitted to it, approval will not be required and the Owner will be deemed to have fully complied with this Section.

Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the ARB, the members thereof, 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 ARB, the Board nor the officers, directors, members, employees and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions or by reason of mistake in judgment, negligence or nonfeasance arising out of or

in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications.

Section 4. **Signs.** With the exception of home security signs, no permanent signs of any kind shall be erected by an Owner or occupant within the Community without the prior written consent of the ARB. "For Sale" and other temporary signs, no larger than two (2) feet by two (2) feet, and any signs required by legal proceedings may be erected on any Lot. Temporary signs may be erected at the Front Entrance only on weekends (e.g. Friday, Saturday and/or Sunday.) The provisions of this Section shall not apply to any person holding a Mortgage who becomes the Owner of any Lot as a purchaser at a judicial or foreclosure sale conducted with respect to a first mortgage or as a transferee pursuant to any proceeding in lieu thereof.

Section 5. **Vehicles.** The term "vehicles," as used herein shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans and automobiles. With the exception of the occasional social event (e.g. holiday party, community event, etc.), vehicles shall not be continuously parked on any streets within the Community. Vehicles shall not be parked on any portion of a Lot other than the driveway and the garage.

No towed vehicle, boat, boat trailer, recreational vehicle, motor home, mobile home, bus, bus with camper top, truck with camper top, commercial vehicle, truck over one (1) ton capacity, trailer, motorcycle, minibike, scooter, go-cart or similar recreational vehicle shall be permitted on any Lot, except if kept in an enclosed garage or behind the primary dwelling and not visible from the street, for periods longer than forty-eight (48) consecutive hours (the intent of this provision is that the aforementioned vehicles may not be stored on a Lot except if in a garage and the temporary removal of such vehicles from a Lot to break the continuity of the forty-eight (48) consecutive hours shall not be sufficient to establish compliance with this restriction.) Any such vehicle shall be considered a nuisance and may be removed from the Community. Trucks with mounted campers, which are an Owner's, or occupant's primary means of transportation, shall not be subject to the restrictions of this paragraph provided such vehicles are used on a regular basis for transportation and the camper is stored out of public view upon removal from the vehicle. No vehicle may be left on any portion of the Community, except in a garage, if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. Any such vehicle shall be considered a nuisance and may be removed from the Community.

Section 6. **Traffic Regulations.** All vehicular traffic on all streets and paved areas within the Community shall be subject to the laws of the State of Georgia and Gwinnett County, Georgia concerning operation of motor vehicles in public streets and paved areas. The Association shall be entitled to enforce such Rules and Regulations by establishing such enforcement procedures as it deems appropriate for any violation thereof. All vehicles of any kind and nature which are operated on the streets within the Community shall be operated in a careful, prudent, safe and quiet manner and with due consideration for the rights of all Owners and occupants of Lots.

Section 7. **Leasing.** Leasing or renting of Lots or Dwellings shall not be permissible within the Community.

Section 8. **Occupants Bound.** All provisions of the Declaration, Bylaws and Rules and Regulations which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, even though occupants are not specifically mentioned. Fines may be levied against Owners or occupants. If a fine is first levied against an occupant and is not paid in a timely manner, the fine maybe levied against the Owner.

Section 9. **Animals and Pets.** No animals, pets, livestock, birds or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other usual household pets may be kept by an Owner on his respective Lot and within their respective Dwelling, provided they are not kept, bred or maintained for any commercial purpose and do not endanger the health of nor unreasonably disturb Owners of Lots within the Community.. The Board shall have the right to adopt reasonable Rules and Regulations governing animals and pets kept by Owners of Lots in the Community, including the right to prohibit animals of a certain size, weight or type. No structure for the care, housing or confinement of any pet or animal shall be constructed or maintained on a Lot without being reviewed by the ARB pursuant to Section 10 of this Article. Pets and animals shall be on a leash at all times when walked or exercised in any portion of the Community, except on the fenced portion of the Owner's Lot. The Owner of any pet or animal shall immediately remove such pet's or animal's excrement from any portion of the Community or any Lot owned by the Owner of the animal or pet. In the event an animal or pet is deemed by the Board to be a nuisance or to be kept in violation of this Declaration, the Board shall have the right to require the Owner of such animal or pet to remove such animal or pet from the Community. The animal control authority shall be permitted to enter the Community to patrol and remove all pets and animals which are in violation of such animal control regulations or this Declaration.

Section 10. **Temporary Structures.** No structure of a temporary character, whether a trailer, tent, shack, garage, barn or other outbuilding, shall be permitted, maintained or used on any Lot at any time as a residence. If for any other purpose, either temporary or permanent, it must be reviewed by the ARB.

Section 11. **Nuisance.** It shall be the responsibility of each Owner and occupant to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on the Owner's Lot. No Lot within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the Owners and occupants of surrounding Lots. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any Person using any property within the Community. There shall not be maintained any plants, animals, device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law.

Section 12. **Unsightly or Unkempt Conditions.** The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken in any part of the Community.

Section 13. **Antennas or Similar Equipment.** The installation of antennas, satellite dishes or other similar or related equipment shall be subject to such rules and regulations as permitted by government agencies.

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

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

Section 16. **Subdivision of Lot.** No Lot shall be subdivided or its boundary lines changed.

Section 17. **Firearms.** The use of firearms in the Community is prohibited.

Section 18. **Fences.** No fences or fencing type barrier of any kind shall be placed, erected, allowed or maintained upon any portion of a Lot in front of the rear building line of the Dwelling. Most fence styles are acceptable, but in no event may a barbed or exposed wire fence be erected. A black, plastic-coated chain link fence is also acceptable.

Section 19. **Air Conditioning Units.** No window air conditioning units may be installed.

Section 20. **Lighting.** Exterior lighting visible from the street shall not be permitted except for (a) approved lighting as originally installed on a Lot; (b) decorative post lights; (c) security lights; (d) street lights in conformity with an established street lighting program for the Community; or (e) seasonal decorative lights (e.g. Christmas, etc.).

Section 21. **Lawns, Artificial Vegetation, Exterior Sculpture and Similar Items.** All Dwellings are to have sodded or seeded front yards as appropriate. No artificial vegetation shall be permitted on the exterior of any Lot.

Section 22. **Energy Conservation Equipment.** No solar energy panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure.

Section 23. **Swimming Pools.** No swimming pool shall be constructed, erected or maintained on any Lot without the prior consent of the ARB and in no event shall any above ground swimming pools be permitted.

Section 24. **Gardens, Play Equipment and Pools.** No vegetation garden, hammock, play equipment or pool may be located other than between the rear Dwelling line and the rear Lot line.

Section 25. **Mailboxes.** Mailboxes of a type consistent with the character of the neighborhood shall be selected and placed by the Owner and shall be maintained by the Owner to compliment the residences and the neighborhood.

Section 26. **Exterior Security Devices.** Except as provided in Section 20 hereof, no exterior security devices, including, without limitation, window bars, shall be permitted on any residence or Lot. Signs placed on the Lot, subject to the limitations provided in Section 4 hereof, or the exterior of the residence stating that such residence is protected by a security system shall not be deemed to constitute an exterior security device.

Section 27. **Outside Chimneys.** All outside chimneys or chases must be faced with a material other than wood. This includes stone, brick or stucco. Chimneys must extend to the ground and are not permitted to “hang” on the side of the structure. Pre-engineered or pre-fabricated fireplace units are permitted as long as the chimneys or chases conform to this Section.

Section 28. **Lakes.** Usage and maintenance of the lakes located in Lochwolde are the responsibility of the Owners of the properties that are located on the lakes and are covered under the agreement executed by the respective Owners.

ARTICLE VI

Condemnation

In the event of taking by eminent domain of any portion of the front entrance on which improvements have been constructed, then, unless within sixty (60) days after such taking, at least two-thirds (2/3) of the members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land to the extent land is available therefore.

ARTICLE VII

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, not withstanding any other provisions contained herein.

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

(a) any condemnation loss or 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 holder:

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

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

Section 2. **Special FHLMC Provision.** So long as required by the Federal Home Loan Mortgage Corporation and so long as the U.S. Department of Housing and Urban Development (“HUD”) is insuring or the Federal Housing Administration (“FHA”) or the Veterans Administration (“VA”) is guaranteeing any Mortgage in the Community, the following provisions apply in addition to

and not in lieu of the foregoing. Unless two-thirds (2/3) of the first Mortgagees or Owners, give their consent, the Association shall not:

(a) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

(b) by act or omission change, waive or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Lots. (The issuance and amendments of architectural standards, procedures, rules and regulations or use restrictions shall not constitute a change, waiver or abandonment within the meaning of this subsection.)

Nothing contained in this Section 2 shall be construed to reduce the percentage vote that must otherwise be maintained under the Declaration for any of the acts set out in this section 2.

Section 3. **Applicability of Article VII.** 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.

ARTICLE VIII

Easements

Section 1. **Easements for Utilities, Law Enforcement and Fire Protection.** The Association recognizes the need for blanket easements upon, across, above and under all property within the Community for access, ingress, installation, repairing, replacing and maintaining all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electric, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system or security system which the Association might decide to have installed to service the Community.

The Association also recognizes that governmental authority or agency as shall have from time to time jurisdiction over the Property, with respect to law enforcement and fire protection, the perpetual, alienable and transferable right and easement upon, over and across all of the Community, including all Lots, for purposes of performing such duties and activities related to law enforcement and fire protection as shall be required or appropriate from time to time by such governmental authorities under applicable law.

Section 2. **Easement for Front Entrance Features.** There is hereby reserved for the benefit of the Association, and their respective successors and assigns, the perpetual, transferable and alienable right and easement upon the Community for the installation and maintenance of entry features, signs, lights, berms and trees, bushes, shrubbery, flowers and grass and other landscaping. The easement and right herein reserved shall include the right to repair and replace such entry features, signs and lighting, to cut, remove and plant trees, shrubbery, flowers, grass and other vegetation, and to grade the land in such easement area as determined necessary.

ARTICLE IX

General Provisions

Section 1. **Enforcement.** Each Owner and occupant shall comply strictly with the Bylaws and Rules and Regulations as they may be lawfully amended or modified from time to time, and with the covenants, conditions and restrictions set forth in this Declaration and in the deed to such Owner's Lot, if any. 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, use restrictions or design guidelines and to assess the cost of recording and removing such notice against the Owner who is responsible (or whose occupants are responsible) for violating the foregoing.

Section 2. **Duration.** The covenants and restrictions of this Declaration shall run with and bind the Community, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors and assigns, perpetually to the extent provided by law; provided, however, so long as Georgia law limits the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall with and bind the land so long as permitted by such law and any such duration shall be subject to the renewal and termination provisions of O.C.A.G. § 44-5-60, as now existing or as may hereafter be amended. 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 3. **Amendment.** This Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of the active members of the Association as previously defined. Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein.

Section 4. **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 5. **Severability.** Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

Section 6. **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 7. **Perpetuities.** If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of George W. Bush, President of the United States.

Section 8. **Agreements.** 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 9. **Implied Rights.** The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation or any Rule or Regulation, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

EXHIBIT "A"

Property Submitted

All those tracts or parcels of land lying and being in Land Lots 15 and 18 of the 6th district of Gwinnett County, Georgia, and being all those areas designated as Lochwolde Subdivision shown and delineated on that certain final Plat of Lochwolde Subdivision, as recorded in Gwinnett County Records, which said Plat is incorporated herein and made a part of this description.