

DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR HICKORYCREST

THIS DECLARATION, made this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by TRAMORE DEVELOPMENT, LLC, a Georgia corporation, (hereinafter referred to as "Developer").

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real property, lying and being in Land Lots 272, 304, 305 and 345 of the 2nd District, 2nd Section of Fulton County, Georgia, which real property is more particularly described in Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values in Hickorycrest, and for the maintenance of the property and improvements thereon, and to this end desires to subject the real property described in Exhibit A to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and binding upon and inure to the benefit of each owner thereof, and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values in Hickorycrest to create an agency to which should be delegated and assigned the powers of owning, maintaining and administering the common area and improvements thereon and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer shall cause to be incorporated, under the laws of the State of Georgia, Hickorycrest Homeowners Association, Inc., a nonprofit corporation, for the purpose of exercising the aforesaid functions;

NOW, THEREFORE, Developer hereby declares that all of the real property described in Exhibit "A" and any additional property as may, by subsequent amendment hereto, be added to and subjected to this Declaration shall be held, transferred, sold, mortgaged, conveyed, leased, occupied and used subject to the covenants, conditions,

restrictions, easements, charges and liens hereinafter set forth, all of which shall run with said real property and be appurtenant thereto.

## ARTICLE I DEFINITIONS

SECTION 1. "Hickorycrest" or the "Property" shall mean and refer to all that tract or parcel of land described in Exhibit "A" attached hereto and such additions thereto as may be hereinafter be subjected to the jurisdiction of the Association in accordance herewith.

SECTION 2. "Association" shall mean and refer to Hickorycrest Homeowners Association, Inc., its successors and assigns.

SECTION 3. "Board" shall mean and refer to the Board of Directors of the Association or any committee of two or more Persons it establishes to perform any of its functions.

SECTION 4. "Common Area" shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners.

SECTION 5. "Declaration" shall mean the covenants, conditions, restrictions and easements and all other provisions herein set forth in this entire document, as may from time to time be amended.

SECTION 6. "Developer" shall mean and refer to (i) Tramore Development LLC, a Georgia corporation, or (ii) any successor-in-title or any successor-in interest to Tramore Development, LLC, as to all or any portion of the Property, provided that in the instrument of conveyance to any such successor-in-title or interest, such successor-in-title is expressly designated as the "Developer" hereunder by the grantor of such conveyance, which Grantor shall be the Developer hereunder at the time of such conveyance.

SECTION 7. "Lot" shall mean and refer to any parcel of land shown upon any recorded subdivision plat of the Property upon which a single family residence may be constructed with the exception of the Common Area.

SECTION 8. "Owner" shall mean and refer to the record owner, whether one of more Persons, of the fee simple title to and Lot, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 9. "Person" shall mean and refer to a natural person, corporation, partnership, limited liability company, association, trust or other legal entity, or any combination thereof.

## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1. MEMBERSHIP. Every Owner shall automatically be a member of the Association; provided, however, that any such person who holds such interest merely as security for the performance of an obligation shall not be a member. Such membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

SECTION 2. VOTING RIGHTS. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners other than the Developer and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Developer and shall have three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) When the Developer elects to convert into being a Class A member;
- (b) When the total votes outstanding in the Class A membership exceed the total votes outstanding in the Class B membership, or
- (c) on June 30, 2007.

SECTION 3. SUSPENSION OF MEMBERSHIP RIGHTS. The membership rights of any member, including the right to vote, may be suspended by the Board pursuant to authority granted in the Association's By-Laws, as amended from time to time. Any such suspension shall not affect such member's obligation to pay assessments coming due during the period of suspension and shall not affect the permanent charge and lien on the member's property in favor of the Association.

SECTION 4. MEETINGS OF THE MEMBERSHIP. All matters concerning meetings of members of the Association, including the time in which and the manner in which notice of any of said meetings shall be given to said members and the quorum required for the transaction of business at any of said meetings, shall be as specified in this Declaration or in the By-Laws of the Association, as amended from time to time, or by law.

## ARTICLE III

### PROPERTY RIGHTS

SECTION 1. MEMBERS EASEMENTS OF ENJOYMENT. Subject to the provisions herein, every member of the Association shall have a right and easement of use and enjoyment in and to the Common Area.

SECTION 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of use and enjoyment in and to the Common Area and the improvements thereon, if any, to the members of his family, his tenants, or contract purchasers who reside on the Property and his guests and invites, subject to such regulations as may be established from time to time by the Board.

SECTION 3. NO PARTITION. There shall be no judicial partition of the Property or any part thereof, nor shall any Person acquiring any interest in the Property or any part thereof seek any such jurisdictional partition unless the Property has been removed from the provisions of this Declaration.

## ARTICLE IV

### COVENANT FOR MAINTENANCE AND CAPITAL IMPROVEMENT ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments which may be levied by the Association, and (2) special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, including reasonable attorney's fees actually incurred, shall be a charge and continuing lien on the Lot against which each assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, including 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 when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors-in-title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for promoting the health, safety and welfare of the Owners of the Lots and the costs and expenses incident to the operation of the Association, including, without limitation, the maintenance and repair of the Common Area(including but not limited to the detention pond area to be located thereon) and

improvements thereon, if any, the maintenance of services furnished by the Association, the repair and replacement of improvements on the Common Area, payment of all taxes, insurance premiums and all costs and expenses incidental to the operation and administration of the Association, and establishment and maintenance of a reasonable reserve fund or funds.

SECTION 3. MAXIMUM ANNUAL ASSESSMENT. The initial annual assessment shall be One Thousand Dollars (\$1,000) per Lot.

(a) From and after the cessation of the Class B membership in the Association, the maximum assessment may be increased each year, not more than ten percent (10%) above the maximum assessment for the previous year, without a vote of the members.

(b) From and after the cessation of the Class B membership in the Association, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board may fix the annual assessment at an amount not in excess of the maximum.

SECTION 4. SPECIAL ASSESSMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments applicable only to that year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of at least two thirds (2/3) of the votes of the members of each class of membership voting in person or by proxy at a meeting duly called for such purpose. Special assessments may also be levied by the Association if for any reason the annual assessments prove inadequate to defray the expenses of the Association in fulfilling its duties and obligations hereunder, subject to the consent of the members as set forth above.

SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 above shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The presence of members or of proxies entitled to cast two thirds (2/3) of all the votes for each class of membership shall constitute a quorum.

SECTION 6. RATE OF ASSESSMENT. Annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or annual basis as determined by the Board.

**SECTION 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES.** The annual assessment provided for herein shall commence as to all Lots on the date of any conveyance of the Lot by the Developer to any Owner other than a conveyance by the Developer of the entire property to one Person. The first annual assessment shall be adjusted according to the number of days remaining in the calendar year. The Board shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a specific Lot is binding upon the Association as of the date of its issuance.

**SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION.** Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at twelve (12%) per annum. In such case, the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot, and interest, costs and reasonable attorney's fees actually incurred of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly 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 and to enforce the aforesaid lien by all methods available for the enforcement of liens against real property, and such Owner hereby expressly grants to the Association a power of sale in connection with the foreclosure of said lien. The lien provided for in this Section 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 for the interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, abandonment of his Lot or by renunciation of membership in the Association. An Owner may nevertheless give to the Association, subject to acceptance thereof by the Association, a deed in lieu of foreclosure. Notwithstanding anything contained herein to the contrary, no failure to pay any assessment shall constitute a default under any Federal Home Administration or Veteran's Administration insured mortgage.

**SECTION 9. SUBORDINATION OF LIEN TO FIRST MORTGAGES.** The lien of the assessments provided for herein shall be subordinate to the lien of the first mortgage, first priority purchase money security deed, or security deed representing a first lien on any Lot, and nothing contained herein shall be construed or interpreted to require the collection of assessments by any such mortgagee, security deed grantee or first lien holder. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure or any proceeding in lieu thereof shall extinguish the lien

of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

SECTION 10. EXEMPT PROPERTY. The following property subject to the Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated to and accepted by a local public authority and devoted to public use; (b) all Common Area; (c) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

## ARTICLE V

### ADMINISTRATION

SECTION 1. RESPONSIBILITY FOR ADMINISTRATION. The administration of the property subject to the jurisdiction of the Association, the maintenance, repair, replacement and operation of the Common Area facilities thereon, and those acts required of the Association by this Declaration shall be the responsibility of the Association. Such administration shall be governed by this Declaration and the Articles of Incorporation and the By-Laws, as amended from time to time, of the Association. The powers and duties of the Association shall be those set forth in said documents, together with those reasonably implied to effect their respective purposes, and shall be exercised in the manner provided therein.

SECTION 2. MANAGEMENT AGREEMENTS. The Board may enter into such management agreements as it may deem necessary or advisable for the administration and operation of the Property subject to its jurisdiction. Any such management agreement may be entered into upon the favorable vote of a majority of the Board and shall provide therein that the same may be terminated by a majority vote of the entire Board. Unless otherwise provided in any such management agreement, the Person with whom the Association contracts for such administration and operation, during his, or her or its tenure, shall be responsible for exercising all duties assigned by the Association, as provided for in this Declaration. Each member hereby agrees to be bound by the terms and conditions of all management agreements entered into as hereinabove provided.

SECTION 3. LIMITATION OF LIABILITY; INDEMNIFICATION. Notwithstanding the duty of the Association to maintain, repair and replace parts of the Association property and facilities, the Association shall not be liable for injury or damage caused by any latent condition of its property and facilities nor for injury or damage caused by the elements, their members or other persons; nor shall any officer or director of the Association be liable to any of its respective members for injury or damage caused by such officer or director in the

performance of his duties unless due to the wilful misfeasance or malfeasance of such officer or director. Each officer or director of the Association shall be indemnified by the members against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been such officer or director, or any settlement thereof, whether or not he is such an officer or director at the time such expenses and liabilities are incurred, except in such cases wherein the officer or director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association.

## ARTICLE VI

### ARCHITECTURAL CONTROL

SECTION 1. CONSTRUCTION—REVIEW AND APPROVAL. No house, garage, carport, playhouse outbuilding, fence, wall or other above-ground structure shall be commenced, erected or maintained upon any such Lot, nor shall any exterior addition to, change in, or alteration of any of said structures be made until complete final plans and specifications showing the nature, kind, shape height, materials, basic exterior finishes and colors, location, site plan and floor plan thereof, and showing front side and rear elevations thereof and the names of the builder or general contractor have been submitted to and approved by the Board as to harmony of exterior design and general quality with the existing standards of the neighborhood and as to location in relation to surrounding structures and topography. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this provision will be deemed to have been fully complied with.

SECTION 2. VIOLATIONS—REMEDIES OF ASSOCIATION. Any such construction made or performed without application having first been made and approval obtained as provided above, shall be deemed in violation of this covenant and may be required to be restored to the original condition at the Owner's cost. Upon the failure or refusal of any Owner to perform the required restoration, the Board, or its designated committee or their authorized agents or employees may, after, fourteen (14) days' notice to such Owner, enter upon such Lot and perform such restoration as may be approved by a majority vote of the Board at a meeting at which a quorum is present. Such Owner shall be personally liable for the direct and indirect costs of such restoration, and the liability for such costs shall be a permanent charge and lien upon such Lot, enforceable by the Association by any appropriate proceeding in law or in equity. Although notice given as herein provided shall be sufficient to give the Board, its designated committee, or their agents or employees the right to enter upon any Lot and perform such restoration, entry for such purpose shall be only between the hours of 9:00 a.m. and 5:00 p.m. on any day except Sunday.

## ARTICLE VII

### EXTERIOR MAINTENANCE

SECTION 1. ASSOCIATION PROPERTIES. Except as otherwise provided for herein, the Association shall maintain and keep in good repair all portions of the Common Area and improvements hereon, if any. The association's responsibility with respect to the Common Area shall be deemed to include the maintenance, repair and replacement of (i) all roads, driveways, walks, parking areas and buildings and other improvements, if any, situated within the Common Area; (ii) such utility lines, pipes, plumbing, wires, conduits and systems which are part of the Common Area; (iii) all lawns, trees, shrubs, hedges, grass and other landscaping situated within or upon the Common Area; (iv) the detention pond located in the Common Area. Nothing herein shall be construed to require the Association to create any improvements in the Common Area or to otherwise change the existing condition or character of the land within the Common Area.

SECTION 2. LOTS AND IMPROVEMENTS THEREON. All Lots subject to this Declaration, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective Owners. Such maintenance shall include, but not be limited to painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements. Upon the failure or refusal of any Owner to maintain his Lot or the exterior of all improvements located thereon in a neat and attractive condition, the Board, its designated committees or its authorized agents or employees, may after fourteen (14) days' notice to the Owner, enter upon such Lot and perform such exterior maintenance as may be approved by a majority vote of the Board at a meeting at which a quorum is present. Such Owner shall be personally liable to the Association for the direct and indirect costs of such maintenance, and the liability for such costs shall be a permanent charge and a lien upon such Lot enforceable by such organization by any appropriate proceeding in law or in equity. Although notice given as herein provided shall be sufficient to give the Board, its designated committees or its agents or employees the right to enter upon such Lot and perform such maintenance, entry for such purpose shall be only between the hours of 9:00 a.m. and 5:00 p.m. on any day except Sunday. The provisions hereof shall not be construed, however, as an obligation on the part of the Association to mow, clear, cut or prune any Lot, to provide garbage or trash removal service or to perform any exterior maintenance which is the obligation of the Owner of any Lot.

## ARTICLE VIII

### EASEMENTS

SECTION 1. UTILITY EASEMENTS. There is hereby created in favor of the Association an easement upon, across, over, through and under the Common Area for ingress, egress, installation, replacement, repair and maintenance of all utility and service

lines and systems, including but not limited to, water, sewers, gas, telephones, electricity, television, cable and communication lines and systems. An easement is further granted to the Association, its officers, agents, employees and any management company retained by the Association, to enter in or to cross over the Common Area and the Lots to inspect and to perform the duties of maintenance and repair of the Common Area and Lots, as provided for herein. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines water lines or other utilities may be installed or relocated on the Property except as initially programmed and approved by the Developer or thereafter approved by the Board. Should any utility furnishing a service covered by the general easement herein provided request a specific easement be a separate recordable document, the Association shall have the right to grant such easement on the Common Area without conflicting with the terms hereof.

SECTION 2. Developer hereby reserves for itself, its successors and assigns, the following easements and rights-of-way in, over, under and through any part of the Property for so long as Developer owns any Lot primarily for the purpose of sale:

- (a) For the erection, installation, construction and maintenance of wires, lines and conduits, and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables and other utilities;
- (b) For the construction of improvements on the Lots;
- (c) for the installation, construction and maintenance of storm-water drains, public and private sewers, and for any other public or quasi-public utility facility.
- (d) For the use of the Common Area and any sales offices, model units and parking spaces in connection with its efforts to market Lots; and
- (e) For the maintenance of such other facilities and equipment as in the sole discretion of Developer may be reasonably required, convenient or incidental to the completion, improvement and sale of Lots.

SECTION 3. EASEMENTS FOR ASSOCIATION. There shall be a general right and easement for the benefit of the Association, its directors, officers, agents and employees, including any management company retained by the Association to enter upon the Common Area and the Lots to perform their respective duties.

## ARTICLE IX

### GENERAL COVENANTS AND RESTRICTIONS

SECTION 1. RESIDENTIAL USE, MINIMUM REQUIREMENTS. All Lots in Hickorycrest shall be, and the same hereby are, restricted exclusively to single family residential use, and no Lot may be subdivided. All residences shall have a minimum of 3,000 square of climate controlled space. All residences shall have at least a 2-car garage and be side or rear entry. No house trailer or mobile home shall be permitted on any Lot at any time. No shack, garage, outbuilding or other appurtenant structure shall be used for residential purposes. Nothing herein shall be construed to prohibit or prevent the Developer from using any Lot owned by Developer for the purpose of carrying on business related to the development, improvement and sale of Lots in Hickorycrest, including the use of a house trailer or mobile home as a temporary office.

SECTION 2. OCCUPANCY. Before any Lot may be occupied as a residence, the improvements constructed or to be constructed thereon must be completely finished on the exterior, all of the lawn which is visible from any street must be planted with grass or have other suitable ground cover.

SECTION 3. BUILDING MATERIALS. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or other thing used for building purposes shall be stored on a Lot for longer than the length of time reasonably necessary, in the sole discretion of the Board, for the construction in which same is to be used.

SECTION 4. NUISANCES. (a) No unlawful activities shall be carried on in any Lot; or upon the Common Area, nor shall anything be done therein or thereon which constitutes a nuisance. (b) No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of an Owner's Lot so as to render the same unsanitary, unsightly or offensive. No nuisance shall be permitted to exist upon any portion of the Property. Without limiting the generality of any of the foregoing, no exterior speakers, horns, whistles, bells or any other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on the Property or any portion thereof.

SECTION 5. PARKING. No inoperative, unused automobiles of any kind will be parked outside a residence or on streets of Hickorycrest, for more than twenty-four (24) hours. No campers, trailers, boats or any vehicles requiring a CDL license shall be parked on any Lot, except on such parking areas as specified by the Board, or within enclosures or behind screening erected in accordance with plans and specifications submitted to and approved by the Board, or in such a manner as to otherwise not be visible from any street within the subdivision. Nothing contained herein shall prohibit the use of portable or temporary buildings or trailers as field offices by the developer during actual construction.

The Association will have the right to enter upon the premises and remove any vehicle in violation of this Section to a storage area and store the same at the Owner's expense.

SECTION 6. HOBBIES AND ACTIVITIES. 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 be pursued or undertaken on any part of the Lot.

SECTION 7. ANIMALS. No animals, including birds, insects and reptiles, may be kept on any Lot unless kept thereon solely as household pets and not for commercial purposes. No animal shall be allowed to become a nuisance. No animal or bird except one of a kind which is customarily kept as a domestic pet shall be kept in any residence or on any Lot. In no event shall swine, poultry or livestock of any kind be kept on any Lot. No structure for the care, housing or confinement of any animal shall be constructed, placed or altered on any Lot unless plans and specifications for said structure have been first approved by the Board.

SECTION 8. ANTENNAE. No antennae, satellite dish or other device for the transmission or reception of television signals, radio signals, or any form of electromagnetic wave or radiation shall be erected, used or maintained on the exterior of any structure without the prior written approval of the Board. In no event shall free-standing transmission or receiving towers be permitted.

SECTION 9. GARBAGE CONTAINERS. Containers for garbage or other refuse shall not be visible from any street in the subdivision and any enclosures therefor shall be compatible in appearance and location with the previously constructed residence and all shall be approved by the Association. Containers shall have lids or other means of closure and be maintained in a sanitary condition without access thereto by animals. Any such screened sanitary enclosure must exceed in height by at least one foot any garbage containers placed or to be placed therein. Incinerators for garbage or other refuse shall not be used.

SECTION 10. TANKS. No exposed above-ground tanks shall be permitted for the storage of fuel, water or any other substance.

SECTION 11. MAIL BOXES. Mail boxes of a type consistent with the character of Hickorycrest and approved by the Association shall be maintained by the Owners to compliment the residences and the neighborhood. No substitutions or replacements thereof shall be made by the Owners except in accordance with the express written permission of the Board or its designated committee.

SECTION 12. CLOTHESLINES. Outside clotheslines will not be permitted on any Lot.

SECTION 13. SIGNS. No signs whatsoever (including but not limited to commercial and similar signs) shall, without the prior written approval of the Board as to the plans and specifications therefor, be installed, altered or maintained on any Lot, or on any portion of a structure visible from the exterior thereof, except:

- (a) such signs as may be required by legal proceedings.
- (b) a sign indicating the builder of a residence on the Lot.
- (c) not more than one "For Sale" or "For Rent" sign; provided, however, that in no event shall any such sign be larger than four (4) square feet in area.
- (d) Directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the Board.

Following the consummation of the sale of any Lot, the "For Sale" sign and the builder's sign located thereon, if any, shall be removed immediately.

SECTION 14. RECREATIONAL EQUIPMENT. No recreational and playground equipment shall be placed or installed on any Lot without prior permission from the Board as to its size, materials and location.

SECTION 15. WINDOW UNITS. No window air conditioning unit may be located in any part of any dwelling or accessory structure which is visible from any street.

SECTION 16. PLUMBING AND HEATING UNITS. No plumbing or heating vent shall be placed on the front side of any roof or any dwelling or accessory structure.

SECTION 17. CONSTRUCTION ON A LOT. Any construction on a Lot shall be at the risk of the Owner of such Lot and the owner of such Lot shall be responsible for any damage to any curbing or street resulting from construction on such Lot; repairs of such damage must be made within thirty (30) days after completion of such construction.

SECTION 18. TREES AND SHRUBS. No trees measuring eighteen (18) inches or more in diameter at a point two (2) feet above ground level, no flowering trees or shrubs, nor any evergreens on any Lot may be removed without prior approval of the Board unless located within ten (10) feet of the approved site for a dwelling or within the right-of-way of driveways or walkways. Excepted herefrom shall be damaged or dead trees and trees which must be removed due to an emergency.

SECTION 19. FURTHER RULES AND REGULATIONS. The Board by a majority vote at a meeting at which a quorum is present, may from time to time adopt and approve such additional rules and regulations concerning the use, occupancy and maintenance of, and activities conducted upon any Lot or improvements thereon as it may deem necessary or desirable to clarify or supplement the provisions of this Article and such other pertinent provisions of this Declaration so as to promote the purposes and intent hereof.

## ARTICLE X

### INSURANCE AND CASUALTY LOSSES: THE ASSOCIATION

SECTION 1. INSURANCE. The Board or its duly authorized agent shall have the authority to obtain insurance for all insurable improvements constructed on Association property against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from such hazard. The Board or its duly authorized agent shall also have the authority to obtain public liability policy covering all Association properties and facilities for the hazards of premises operations or actions arising out of bodily injury, property damage, false arrest, invasion of privacy and libel and slander cause by the negligence of the Association of any of its agents. Premiums for all such insurance shall be common expenses paid for by the Association. The Board or its duly authorized agent shall be required to make every reasonable effort to secure insurance policies that will provide the following: (1) a waiver of subrogation by the insurer as to any claims against the Board, its members or duly authorized agents, the Owners and their respective servants, agents and guests; (2) a waiver by the insurer of its right to repair or reconstruct instead of paying cash; and (3) that the policy on the property cannot be canceled, invalidated or suspended on account of the conduct of any director, officer or employee of the Association or its duly authorized agent without a prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its agent, and owner or mortgagee.

SECTION 2. DAMAGE AND DESTRUCTION. (a) Immediately after any damage or destruction by fire or other casualty to all or any part of any property covered by insurance written in the name of the Association, the Board, or its duly authorized agent shall proceed with the filing and settlement 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 Article, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.

(b) In the event that the insurance proceeds paid to the Association are not sufficient to defray the cost of such repair or reconstruction, the Association may levy a special assessment, in accordance with Section 4 of Article IV hereof, in sufficient amounts to provide funds to pay such excess cost of repair or reconstruction. Such assessments shall be levied against all owners in equal proportions. Any and all sums paid to the Association under and by virtue of those special assessments provided for herein shall be deposited with the Association. The proceeds from insurance and assessments, if any, received by the Association shall be disbursed at the direction of the Board.

(c) In the event of damage or destruction by fire or other casualty to all or any part of the Association Property and facilities, such damage or destruction shall not be repaired or reconstructed if within sixty (60) days after casualty an instrument requesting that the damage or destruction not be repaired or reconstructed is signed by members of the Association entitled to cast at least two thirds (2/3) of the votes of each class of members is filed with the Board, in which event the damaged or destroyed area or areas shall be cleaned up and maintained in a neat and attractive condition. If, for any reason, 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 is not made available to the Association within said period of sixty (60) days after the casualty, then such period shall be extended until ten (10) days after such information shall be made available to the Association. No mortgagee of any Lot owner shall have a right to participate in the determination as to whether the damage or destruction shall be repaired or reconstructed.

## ARTICLE XI

### GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. (a) The Association, the Board, or any Owner, shall have the right to enforce by any proceeding at law, or in equity, all restrictions, conditions, covenants, reservations easements, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Board, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) The Association shall have the right of abatement in all cases where an Owner of a Lot shall fail to take reasonable steps to remedy a violation or breach of any restriction contained in this Declaration within fourteen (14) days after the mailing of written notice of such violation or breach. The right of abatement means the right of the Association, through its agents and employees, to enter at all reasonable times upon any Lot or structure thereon as to which violation or breach exists, and to take such action or actions as may be approved by a majority vote of the Board at a meeting at which a quorum is present and is specified in the notice to Owner to abate, extinguish, remove or repair such violation or breach, all without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions. Said Owner shall be personally liable to the Association for the direct and indirect costs of such abatement, and the liability for such costs shall be a permanent charge and a lien upon such Lot.

SECTION 2. SEVERABILITY. If any provision of the Declaration, or any paragraph, subparagraph, article, section, sentence, clause, phrase, word or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the application of any such provisions, paragraph, subparagraph, article, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and

remainder of this Declaration shall be construed as if such invalid part was never included therein.

SECTION 3. HEADINGS. The headings of articles and sections in this Declaration are for convenience of reference only and shall not in any way limit or define the content or substance of such articles and sections.

SECTION 4. DURATION. The covenants and restrictions of this Declaration shall run with and bind the land for a period of twenty (20) years from the date this Declaration is recorded, at the end of which period such covenants and restrictions shall automatically be renewed for an additional twenty-year period and such renewal shall be continuous unless prior to the end of said twenty (20) years or any subsequent twenty-year renewal period three-fourths (3/4) of the Owners shall sign an instrument in which said covenants and restrictions are terminated, which instrument is filed of record in the appropriate county.

SECTION 5. RIGHTS AND OBLIGATIONS. Each grantee of the Developer, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, benefits and powers created or reserved by the Declaration. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in the Property or any portion thereof, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

SECTION 6. NOTICES. Notices provided for in this Declaration shall be in writing and shall be addressed to any Owner at his Lot or at such other address as hereinafter provided. Notices to the developer or the Association shall be in writing and shall be addressed to 598 Antioch Road, Canton, Georgia 30115, or at such different address as disclosed in a written notice of change of address furnished to all Owners. The developer, Association or any Owner may designate a different address for notices by giving written notice thereof. Notices addressed as above shall be deemed delivered upon mailing by United States registered or certified mail, return receipt requested, or when delivered in person.

SECTION 7. AMENDMENT. (a) This Declaration may be amended by Developer at any time while Developer is the Owner of a Lot held primarily for resale (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to Lots subject to this Declaration; (iii) if such amendment is required to obtain the approval of this Declaration by an institutional lender, such as a bank, savings and loan association or life insurance

company, or by a governmental lender or purchaser of mortgage loans, such as the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans or the Lots subject to this Declaration; or (iv) if such amendment is necessary to enable any governmental agency, such as the Veterans Administration or Federal Housing Authority, or a reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not make any substantial changes in any of the provisions of this Declaration.

(b) This Declaration may be amended at any time and from time to time by an agreement signed by at least three-fourths (3/4) of the members of each class of membership of the Association.

(c) Notwithstanding anything else contained herein to the contrary (i) any amendment shall not become effective until the instrument evidencing such change has been filed or record; and (ii) every purchaser or grantee of an interest in any real property made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section.

SECTION 8. NO LIABILITY. Developer has used its best efforts and acted with due diligence in connection with the preparation and recording of this Declaration to ensure that each Owner has the right and power to enforce the terms and provisions hereof against every other Owner. In the event this Declaration is unenforceable by an Owner or any other person for any reason whatsoever, Developer shall have no liability of any kind as a result of such unenforceability, and each Owner, by acceptance of a deed conveying a Lot, acknowledges and agrees that Developer shall have no such liability.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed in its name on the day and year first above written.

Signed, sealed and delivered  
in the presence of

Tramore Development, LLC

\_\_\_\_\_  
Witness

\_\_\_\_\_  
James L. Courson, III, Partner

\_\_\_\_\_  
Notary Public

## EXHIBIT A

### LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 272, 304, 305 and 345, 2nd District, 2nd Section, Fulton County, Georgia, being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at an iron pin found (1 1/2 inch metal rod) at the intersection of the southeast corner of Land Lot 304, the northeast corner of Land Lot 345, the southwest corner of Land Lot 305 and the northwest corner of Land Lot 344, and THE TRUE POINT OF BEGINNING. Thence, leaving said Land Lot corner, South 43 degrees 36 minutes 27 seconds West, a distance of 713.90 feet to an iron pin set, said iron pin being located on the northeast right-of-way of Hickory Flat Road, having a 60 foot right-of-way; thence, northwesterly, along said right-of-way, along an arc of curve to the right (having a radius of 5,910.00 feet and a chord distance of 191.49 feet, along a bearing of North 56 degrees 40 minutes 39 seconds West), an arc distance of 191.50 feet to a point; thence, North 55 degrees 44 minutes 58 seconds West, a distance of 156.09 feet to an iron pin set; thence, leaving said right-of-way, North 34 degrees 25 minutes 52 seconds East, a distance of 202.90 feet to an iron pin found (1 inch CT); thence, North 12 degrees 57 minutes 11 seconds West, a distance of 237.65 feet to an iron pin found (1 inch CT), said iron pin being located on the north land lot line of Land Lot 345, said point also being located on the south land lot line of Land Lot 304; thence, southeasterly, along said land lot line, South 84 degrees 14 minutes 21 seconds East, a distance of 44.47 feet to an iron pin found (1 inch CT); thence, leaving said land lot line, North 00 degrees 35 minutes 45 seconds East, a distance of 1,247.80 feet to an iron pin found (1 inch CT), said iron pin being located on the north land lot line of the aforementioned Land Lot 304; thence, southeasterly, along said land lot line, South 84 degrees 47 minutes 56 seconds East, a distance of 674.00 feet to an iron pin found (1 1/2 inch OT), said iron pin being located at the intersection of the southeast corner of Land Lot 273, the northeast corner of Land Lot 304, the southwest corner of Land Lot 272 and the northwest corner of Land Lot 305; thence, leaving said land lot corner, North 25 degrees 51 minutes 16 seconds East, a distance of 122.00 feet to an iron pin set; thence, North 52 degrees 48 minutes 19 seconds East, a distance of 27.00 feet to an iron pin set, said iron pin being the beginning of a traverse line; thence, North 52 degrees 48 minutes 19 seconds East, a distance of 6 feet, more or less, to a point located in the center of an un-named branch, the centerline of said branch being the property line; thence, southerly and easterly, along the center of said branch, and along the meanderings thereof, a distance of 1,570 feet, more or less, to a point, said point being the intersection of the center of said branch, and the south land lot line of the aforementioned Land Lot 305; thence, leaving said branch, South 88 degrees 01 minutes 15 seconds West, a distance of 24 feet, more or less, to an iron pin set, said iron pin being the end of a traverse line, said traverse line being described from the beginning of a traverse line, first mentioned above, as follows: South 68 degrees 57

minutes 17 seconds East, a distance of 59.39 feet; South 27 degrees 21 minutes 21 seconds East, a distance of 90.49 feet; South 10 degrees 49 minutes 52 seconds East, a distance of 323.87 feet; South 11 degrees 37 minutes 47 seconds East, a distance of 163.37 feet; South 05 degrees 43 minutes 29 seconds East, a distance of 182.84 feet; South 21 degrees 31 minutes 05 seconds East, a distance of 371.09 feet; South 13 degrees 42 minutes 09 seconds East, a distance of 252.41 feet; South 76 degrees 20 minutes 49 seconds East, a distance of 53.03 feet to an iron pin set, said iron pin being located on the south land lot line of the aforementioned Land Lot 305, and the end of said traverse line; thence, southwesterly, along said land lot line, South 88 degrees 01 minutes 15 seconds West, a distance of 540.00 feet, more or less, to an iron pin found, and THE TRUE POINT OF BEGINNING.

Said tract of land containing 1,533,869 square feet, or 35.213 acres, more or less.

After recording, return to:  
Rolader & Rolader, P.C.  
P.O. Box 1357  
Roswell, GA 30077-1357  
770-442-0330

STATE OF GEORGIA  
FULTON COUNTY

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS  
RESTRICTIONS AND EASEMENTS FOR HICKORYCREST**

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HICKORYCREST is made by the undersigned, this \_\_ day of December, 2011.

**WHEREAS**, Hickorycrest made and published a DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HICKORYCREST (the "Declaration") dated August 31<sup>st</sup>, 2006, which were recorded in Deed Book 43323, beginning at Page 606, Fulton County, Georgia Records; and

**WHEREAS**, the Declaration may be amended by a vote of at least three-fourths of the members of each class of membership in the Association pursuant to Section ARTICLE XI, Section 7 (b) of the Declaration; and

**WHEREAS**, there is now one class of membership in the Association, being Class A members as defined in ARTICLE II, Section 2. Of the Declaration; and

**WHEREAS**, the necessary number of Class A members wish to amend the Declaration as is more particularly set forth herein;

**NOW, THEREFORE**, the Declaration is hereby amended as follows, effective as of the date set forth above.

**Witnesseth:**

FIRST, Article IV, Section 3. Is amended by adding a subsection (d) to read as follows:

- (d) "Upon commencement of construction on any undeveloped Lot in the subdivision, the new Owner shall pay an Initiation Fee to the Association in the amount of One Thousand Dollars (\$1,000.00)."

SECOND, ARTICLE IV, Section 3. Is amended by deleting Section (c) entirely, and substituting the following therefor:

- (c) "The Board may fix the annual assessment at an amount approved by a minimum of two-thirds of the Lot Owners."

THIRD, ARTICLE VI, Section 1. is amended by the addition of the following language at the end of the Section:

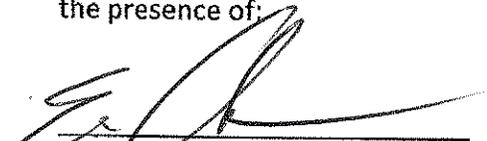
"The standards by which architectural approvals are made are set forth in the ARCHITECTURAL GUIDELINES AND STANDARDS HICKORY CREST and ARCHITECTURAL STANDARDS appended thereto consisting of five (5) pages, which is attached hereto as Exhibit A, and incorporated herein by reference."

FOURTH, ARTICLE IX, Section 1. is amended by deleting the words "3,000 square" on the fourth line and substituting therefore the words "4,500 square feet". Said Section is further amended by deleting the words "2-car" on the fourth line and substituting therefore the words "three car".

Except as specifically hereby amended, the Declaration shall remain unchanged and in full force and effect.

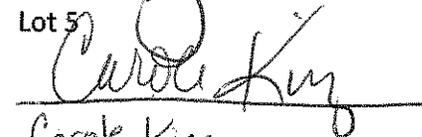
**IN WITNESS WHEREOF**, the undersigned have executed this FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HICKORYCREST, as of the day and year set forth above.

Signed, sealed and delivered in the presence of:

  
\_\_\_\_\_  
WITNESS

 11/10/2012  
\_\_\_\_\_  
NOTARY PUBLIC

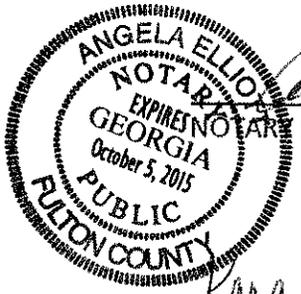
 (SEAL)  
\_\_\_\_\_  
Albert King  
Lot 5

  
\_\_\_\_\_  
Carole King  
Lot 5

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

[Signature]  
WITNESS

John M Marshall (SEAL)  
John Michael Marshall  
DL# 050749983



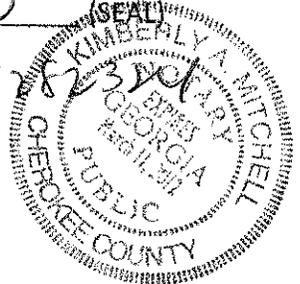
Angela Elliott  
NOTARY PUBLIC

Catherine Flammer Marshall (SEAL)  
Catherine Flammer Marshall

Lot 8

Kara Warren  
WITNESS

Karen MGregor (SEAL)  
Karen MGregor  
DL# 054782350



Kimberly A Mitchell Lot 9  
NOTARY PUBLIC

Carol King  
WITNESS

Evan Seth Cohen (SEAL)  
Evan Seth Cohen

Dyan Brown 1/10/2012  
NOTARY PUBLIC

Melissa Kathleen Cohen (SEAL)  
Melissa Kathleen Cohen

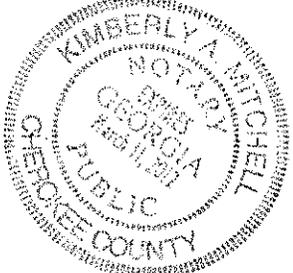
Lot 13

[Signature]  
WITNESS

Billie Bidwell (SEAL)  
Billie Bidwell 031417167

Kimberly A Mitchell  
NOTARY PUBLIC 7/21/12

Matt Bidwell (SEAL)  
Matt Bidwell 031364575

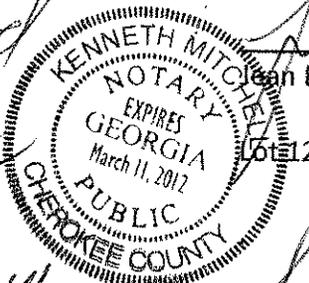


Lots 6 and 7

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

Lanala Baudrand  
WITNESS

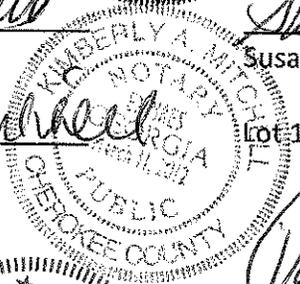
Jean Baudrand (SEAL)  
297604111-776



Kerry Mitchell  
NOTARY PUBLIC

Vuquua Stulhauer  
WITNESS

Susan Elizabeth Basille (SEAL)  
GA DC 038226250

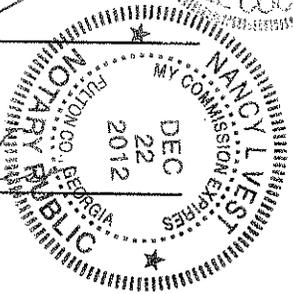


Kimberly Mitchell  
NOTARY PUBLIC

Quellad  
WITNESS

Darrell Bailey (SEAL)

Nancy L. West  
NOTARY PUBLIC



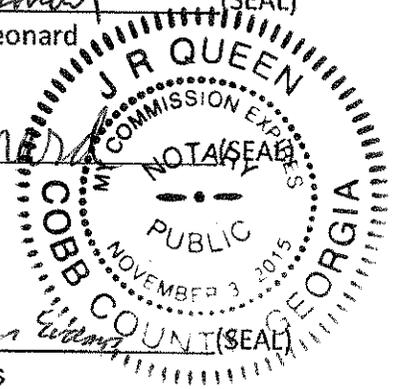
Janie Bailey (SEAL)

Memo Leon  
WITNESS

Lot 2  
Colby Christopher Leonard (SEAL)

J.R. Queen  
NOTARY PUBLIC

Nicole Leonard (SEAL)

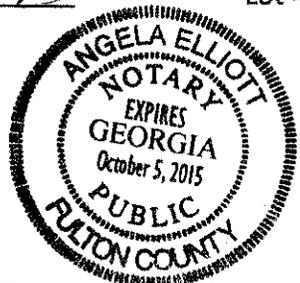


Kerry Mitchell  
WITNESS

Lot 3  
Lana Westover Evans (SEAL)

Angela Elliott  
NOTARY PUBLIC

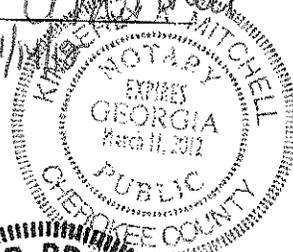
Lot 4



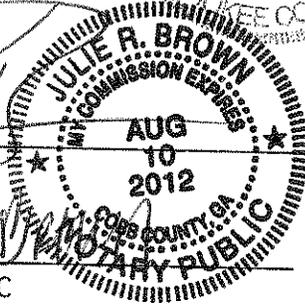
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Karen MacGregor  
WITNESS

Kimberly Mitchell  
NOTARY PUBLIC

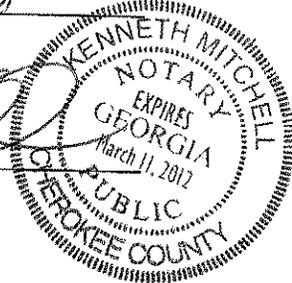


Julie R. Brown  
WITNESS  
Julie R. Brown  
NOTARY PUBLIC



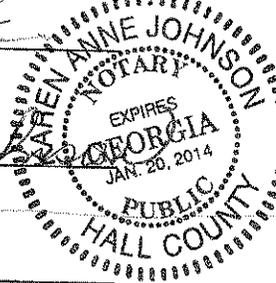
Jessica Hill  
WITNESS

Kenneth Mitchell  
NOTARY PUBLIC



Karen Anne Johnson  
WITNESS

Karen Anne Johnson  
NOTARY PUBLIC



David John Haupt  
WITNESS

Helene Bianco  
NOTARY PUBLIC

The Holly G. Lewis Revocable Trust

By: Edward B. Lewis  
Edward B. Lewis, Co-Trustee GA DL # 049633784

By: Holly G. Lewis  
Holly G. Lewis, Co-Trustee GA DL # 053639191

Lot 10  
Derick Lee Brown (SEAL)  
Derick Lee Brown

Lot 11

Natalie Jo Boehmer (SEAL)  
Natalie Jo Boehmer GA DL # 058651108

Bret W. Boehmer (SEAL)  
Bret William Boehmer GA DL # 058651110

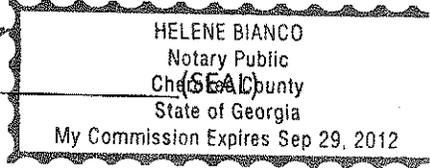
Lot 14

Wen-Chi Liu (SEAL)  
Wen-Chi Liu

Lot 16

David John Haupt (SEAL)  
David John Haupt

Michelle Haupt  
Michelle Haupt

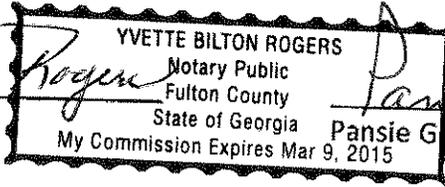


Lot 17

[Signature]  
WITNESS

Maurice M. Moore (SEAL)  
Maurice Melvin Moore

Yvette Bilton Rogers  
NOTARY PUBLIC



Pansie G. Moore (SEAL)  
Pansie Goddard Moore

\_\_\_\_\_  
WITNESS

BANK OF AMERICA

\_\_\_\_\_  
NOTARY PUBLIC

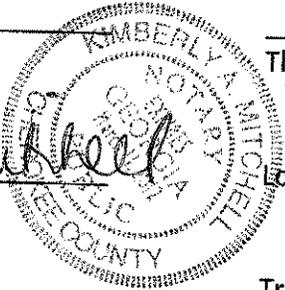
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature]  
WITNESS

Lot 19  
[Signature] (SEAL)

Thomas Robertson  
P# 218197494

Kimberly A. Mitchell  
NOTARY PUBLIC



Lots 20 and 21

Tramore Development, LLC

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_ (SEAL)  
Penny Nunnally, Manager

Lots 15, 22, 23, 24, 25

\_\_\_\_\_  
NOTARY PUBLIC

**BYLAWS**  
**OF**  
**HICKORYCREST HOMEOWNERS ASSOCIATION, INC.**



**LUEDER, LARKIN & HUNTER, LLC**  
ATTORNEYS AT LAW

5900 Windward Parkway, Suite 390  
Alpharetta, Georgia 30005  
770-685-7000  
*www.luederlaw.com*

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**BYLAWS**  
**OF**  
**HICKORYCREST HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I: GENERAL

1.1. Applicability. These Bylaws provide for the self-government of Hickorycrest Homeowners Association, Inc., in accordance with the Articles of Incorporation filed with the Secretary of State and the Declaration of Covenants, Conditions, Restrictions and Easements for Hickorycrest (hereafter referred to as the “Declaration”).

1.2. Name. The name of the corporation is Hickorycrest Homeowners Association, Inc. (hereafter referred to as the “Association”).

1.3. Definitions. The terms used herein shall have their generally accepted meanings or the meanings specified in Article I of the Declaration.

1.4. Membership. The Declaration established two categories of membership: Class A membership and Class B membership. The Class B membership, pursuant to the terms of the Declaration, has ceased and been converted to Class A membership. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be a member of the Association. This is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner’s membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot owned. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in the Declaration and in these Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

1.5. Voting. Members shall be entitled to one (1) equal vote for each Lot owned. When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners determine among themselves. In the absence of such advice, the Lot’s vote shall be suspended if more than one (1) Person seeks to exercise it. A member’s right to vote shall automatically be suspended during any period in which a member is more than thirty (30) days delinquent on any assessment or charge, and the member shall be ineligible to vote on any matter until the member’s account balance has been paid in full. Such member’s vote shall not count for any purpose, including the establishment of a quorum.

1.6. Entity Members. In the event an Owner is a corporation, partnership, trust, or other legal entity not being a natural person or persons, then any natural person

who is an officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust, or manager of such other legal entity shall be eligible to represent such entity in the affairs of the Association. Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity which is the Owner of the Lot. The membership rights of an Owner which is a corporation, partnership, or other legal entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

1.7. Electronic Communications.

(a) Records and Signatures. Whenever the Declaration or these Bylaws require that a document, record or instrument be written or in writing, the requirement is deemed satisfied by an electronic record pursuant to the Uniform Electronic Transactions Act, O.C.G.A. § 10-12-1, *et seq.*, as such act may be amended. Whenever the Declaration or these Bylaws require a signature on a document, record or instrument, an electronic signature, in accordance with the Uniform Electronic Transactions Act, O.C.G.A. § 10-12-1, *et seq.*, as such act may be amended, satisfies that requirement.

(b) Verification and Liability for Falsification. The Board of Directors may require reasonable verification of any electronic signature, document, record, or instrument. Absent or pending verification, the Board of Directors may refuse to accept any electronic signature or electronic record that, in the Board's sole discretion, is not authentic. Neither the Board of Directors nor the Association shall be liable to any Owner or any other Person for accepting or acting in reliance upon an electronic signature or electronic record that the Board of Directors reasonably believes to be authentic, or rejecting any such item which the Board of Directors reasonably believes not to be authentic. Any Owner or Person who negligently, recklessly or intentionally submits any falsified electronic record or unauthorized electronic signature shall fully indemnify the Association for actual damages, reasonable attorneys' fees actually incurred and expenses incurred as a result of such acts.

ARTICLE II: MEETINGS OF MEMBERS

2.1. Annual Meetings. The regular annual meeting of the members shall be held each year with the date, hour, and place to be set by the Board.

2.2. Special Meetings. Special meetings of the members may be called for any purpose at any time by any Board member or upon written petition of twenty-five (25%) percent of the total members of the Association. Any such written petition by the members must be submitted to the Association's Secretary. The Secretary shall then verify that the required number of members have joined in the petition and shall submit all proper petitions to the Association's President. The President shall then promptly call a special meeting for the purpose stated in the petition, at a date, time and location selected by the President, and the Secretary shall send notice of such meeting in

accordance with these Bylaws and within thirty (30) days of the date of delivery of the petition to the Secretary.

2.3. Notice of Meetings. The Secretary shall mail or deliver to each member of the Association a notice of each Association meeting at least thirty (30) days prior to each annual meeting and at least ten (10) days prior to each special meeting. The notice shall state the time and place of the meeting, and, for any special meeting, the purpose of the meeting. Mailing or delivering notice as provided in this Section shall be considered proper service of notice.

2.4. Waiver of Notice. Waiver of notice of an Association meeting shall be deemed the equivalent of proper notice. Any Association member may, in writing, waive notice of any meeting of the membership, either before or after such meeting. Attendance at a meeting by a member, whether in person or represented by proxy, shall be deemed waiver by such member of notice of the time, date, and place thereof unless such member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

2.5. Quorum. The presence, in person or by proxy, at the beginning of the meeting, of Persons entitled to cast at least two-thirds (2/3) of the eligible votes of the Association shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. Members whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted as eligible votes toward the quorum requirement.

2.6. Adjournment. Any meeting of the Association members may be adjourned from time to time for periods not exceeding ten (10) days by vote of the members holding the majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business which could have been transacted properly at the original session of the meeting with a quorum present may be transacted at a reconvened session with a quorum present, and no additional notice of such reconvened session shall be required.

2.7. Proxy. Any Association member entitled to vote may do so by written proxy duly executed by the member setting forth the meeting at which the proxy is valid. The term "proxy" shall mean the written document in which the member authorizes any other person to attend a membership meeting on behalf of the member and vote the member's vote at the meeting. The written proxy document shall not be required to be in any particular form; but to be valid, the proxy must be signed, dated, and filed with the Secretary prior to the opening of the meeting for which it is to be used. The member giving the proxy shall be the "proxy giver," and the person holding the proxy and authorized to attend on behalf of the proxy giver and vote for the proxy giver shall be the "proxy holder." Proxies may be delivered by either the proxy giver or the proxy holder

by personal delivery, U.S. Mail, facsimile transmission, email, or other electronic means to any Board member or the property manager, if any. Proxies may be revoked only by written notice of the proxy giver delivered to the Secretary, except that the presence in person by the proxy giver at a meeting for which the proxy is given shall automatically invalidate the proxy for that meeting. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy. Proxies shall be counted towards establishment of a quorum.

2.8. Action Taken Without a Meeting. In the Board's discretion, any action that may be taken by the Association members at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a written consent form or written ballot to every member entitled to vote on the matter.

(a) Ballot. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when (1) the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and (2) the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

All solicitations for votes by written ballot shall: (1) indicate the number of responses needed to meet the quorum requirements; (2) state the percentage of approvals necessary to approve each matter other than election of directors; and (3) specify the time by which a ballot must be received by the Board in order to be counted. A written ballot may not be revoked. The Association shall maintain such ballot in its file for at least three (3) years.

(b) Written Consent. Approval by written consent shall be valid only when the number of written consents received equals or exceeds the requisite majority of the voting power for such action. Executed written consents shall be included in the minutes or filed with the Association's records. If an action of the members is approved by written consent hereunder, the Board shall issue written notice of such approval to all members who did not sign written consents. Membership approval shall be effective ten (10) days after written notice is issued; provided, however, if the consent is to an amendment to the Declaration or Bylaws which must be recorded, the effective date shall be no earlier than the date of recording of such amendment.

2.9. Order of Business. At all meetings of the Association, Roberts Rules of Order (latest edition) shall govern when not in conflict with the Declaration, these Bylaws or the Articles of Incorporation, unless the members present at a particular meeting vote to suspend Robert's Rules at that meeting.

## ARTICLE III: BOARD OF DIRECTORS

### 3.1. Composition.

The affairs of the Association shall be governed by a Board of Directors. The directors shall be Owners of Lots or spouses of such Owners; provided, however, no Owner and his or her spouse may serve on the Board at the same time, and no co owners may serve on the Board at the same time. The Board of Directors shall be comprised of three (3) directors; provided, however, upon the affirmative vote of two-thirds (2/3) of the members, the Board may be increased to five (5) directors.

### 3.2. Election and Term.

Those directors serving on the date these Bylaws are adopted shall remain in office until the terms for which they were elected expire. Successor directors shall be elected each January. At the first election of directors of the Association following the date these Bylaws are adopted, one (1) director may be elected for one (1) year, and two (2) directors may be elected for two (2) years. At the expiration of the term of each such director, and for each election thereafter, a successor may be elected to serve for a term of two (2) years. The expressed purpose of this Section is to provide for staggered terms of directors. Directors shall remain on the Board until their respective successors are elected. Those candidates receiving the most votes for each position shall be elected. There shall be no cumulative voting.

In the event that the terms of Board of Directors are no longer staggered for any reason (including for example, but without limitation, if quorum is not met at an annual meeting, and an election cannot be held to replace those directors whose terms are expiring); at the election of directors of the Association at the next annual meeting at which a quorum is obtained, directors shall be elected for such terms as the Board may reasonably determine in order to reestablish the staggered terms as provided herein. The expressed purpose of this Section is to provide for continued staggered terms of directors.

3.3. Nomination. Nominations for election to the Board shall occur in December of each year. The Secretary will notify Members of the Association that they may make a nomination by submitting it to the Secretary. The nomination period shall last two (2) weeks.

3.4. Procedure. At the end of the nominating period, the Secretary will confirm that those nominated are willing to accept a position on the Board. The Secretary shall then compose a ballot for the Board of Directors and deliver to all members of the Association. The ballot will include the date that ballots must be returned to the Secretary. The directors currently in office will hold a special Board meeting to count the ballots.

3.5. Removal of Directors. At any valid regular or special Association meeting, any one or more directors may be removed with or without cause by two-thirds (2/3) of the total eligible vote of the Association members. A successor shall be elected in accordance with the procedures set forth above to fill the vacancy created. In addition, any director who has had three (3) consecutive unexcused absences from regularly scheduled Board meetings or is more than sixty (60) days past due in the payment of any assessment or charge may be removed by the vote of a majority of the other directors. Any director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting to consider his or her removal and shall be given an opportunity to be heard at the meeting.

3.6. Vacancies. Vacancies on the Board caused by any reason, except the removal of a director by vote of the membership as provided in Section 3.5 of this Article, shall be filled by a special election of the members of the Association. The special election shall be held within thirty (30) days of the vacancy or vacancies being created. The successor(s) elected shall hold office for the remainder of the term of the director(s) being replaced.

3.7. Compensation. Directors shall not be compensated for services. However, directors may be reimbursed for the expenses incurred in carrying out their duties as directors upon Board approval of such expenses.

3.8. Director Conflicts of Interest. Nothing herein shall prohibit a director from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as director, provided the director's interest is disclosed to the Board and the contract is approved by a majority of the directors who are at a meeting of the Board of Directors at which a quorum is present, excluding the director with whom the contract is made. The interested director shall not count for purposes of establishing a quorum of the Board. The interested director shall be entitled to be present at any meeting at which the proposed contract is discussed, but the director must leave the room during the discussion on such matter.

3.9. Regular Meetings. Regular Board meetings may be held at such time and place as determined by the Board, but at least once every six (6) months.

3.10. Special Meetings. Special Board meetings may be called by the President, Secretary, or Treasurer on three (3) days notice to each director given by mail, in person, by telephone, by facsimile transmission, or by email, which notice shall state the time, date, location, and purpose of the meeting.

3.11. Waiver of Notice. Any director at any time, in writing, may waive notice of any Board meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any Board meeting shall also constitute a waiver of notice by him or her of the time and place of such meeting. If all directors are present at any Board meeting, no notice shall be required and any business may be transacted at such meeting.

3.12. Quorum and Conduct of Meetings. The President shall preside over all Board meetings, and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. The presence of directors entitled to cast a majority of the votes of the Board shall constitute a quorum for the transaction of business. One or more directors who participate in a meeting by means of telephone or electronic communication shall be deemed present and in attendance for all purposes at such meeting, provided all persons participating in the meeting can hear each other.

3.13. Open Meetings. All Board meetings shall be open to all Association members, but members other than directors may not participate in any discussion or deliberation unless expressly authorized by the Board. Notwithstanding the above, the Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, delinquent assessments, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

3.14. Action Without a Meeting. Any Board action required or permitted to be taken at any meeting may be taken without a meeting if a majority of the directors consent in writing to such action. The written consents must describe the action taken. The written consents shall be filed with the minutes of the Board. The written consent may be by email or other electronic means; a copy of the consents shall be printed and filed with the minutes of the Board.

3.15. Powers and Duties. The Board shall manage the affairs of the Association and shall be responsible for maintaining the existing facilities and common grounds of the neighborhood and expending funds, in accordance with the approved annual budget, that are necessary and prudent for the upkeep or repairs of such common grounds and facilities. The Board shall have the powers and duties necessary to carry out such acts as are stated in the Declaration or these Bylaws, and are not by the Declaration, the Articles of Incorporation, or these Bylaws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these Bylaws, the Board shall have the power to and shall be responsible for the following:

(a) preparation and adoption of an annual budget, approved by a minimum of two-thirds (2/3) of the members in accordance with the terms of the Declaration, in which there shall be established the contribution of each Owner to the common expenses;

(b) making assessments to defray the common expenses, establishing the means and methods of collecting such assessments, as stated in the Declaration;

(c) providing for the operation, care, upkeep, and maintenance of the Common Area;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, repair and replacement of the Common Area, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a financial depository or institution which it shall approve, or otherwise investing the proceeds in accordance with any limitations set forth in O.C.G.A. Section 14-3-302, and using the proceeds to administer the Association;

(f) making and amending rules and regulations for the Common Areas, as defined in Article 1, Section 4 of the Declaration, and imposing sanctions for violation thereof;

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

(h) making or contracting for the making of repairs, additions and improvements to, or alterations of, the Common Area after damage or destruction by fire or other casualty, in accordance with the other provisions of the Declaration and these Bylaws;

(i) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations of the Association, which have been adopted in accordance with the terms of the Declaration and these Bylaws, and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

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

(k) paying the costs of all services rendered to the Association or its members and not directly chargeable to specific Owners;

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

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

3.16. Budget. Prior to the beginning of each new fiscal year, the Board of Directors shall (1) prepare a budget covering the estimated expenses of the Association

for the upcoming new fiscal year and shall fix in the budget the amount of the annual assessment for the upcoming new fiscal year, which shall not exceed the maximum assessment except as authorized by Article IV, Section 3 of the Declaration, and (2) deliver a copy of the budget to each Owner at least thirty (30) days prior to the beginning of the new fiscal year. The Board may, but is not obligated to, permit the annual assessment to be paid in monthly, quarterly, or semi-annual installments. The budget and the annual assessment shall become effective if approved by at least two-thirds (2/3) of the members of the Association at a meeting of the membership held within thirty (30) days of the sending of the budget to the Owners. If either (1) the membership fails to approve the budget as provided herein, or (2) the Board fails for any reason to either (a) prepare a budget and fix the amount of the annual assessment for the new fiscal year or (b) deliver the budget to the members, as provided herein, then the budget and annual assessment in effect for the current fiscal year shall continue for the upcoming new fiscal year.

3.17. Unbudgeted Expenses. If, after the budget becomes effective as provided above, the Board proposes to incur any expenses totaling in excess of \$1,000 individually or totaled together, and are above the approved budget, shall require a two-thirds (2/3) vote by the homeowners for approval. The Board shall provide written notice to the members prior to incurring such expense. Such written notice and vote must be held at least ten days before the Board incurs the expense. The Board shall not be authorized to incur the proposed expense unless approved by at least two-thirds (2/3) of the members. Nothing contained in this Section 3.17 shall be construed as authorizing the Board to increase the annual assessment to cover such unbudgeted expenses without first complying with Article IV, Section 3 of the Declaration or to levy a special assessment to cover such unbudgeted expenses without first complying with Article IV, Section 4 of the Declaration.

3.18. Management Agent. The Association may, but shall not be required to, hire a professional management agent or agents upon the affirmative vote or written consent of at least two-thirds (2/3) of the Owners, at a compensation established by the Board, to perform such duties and services as the Board of Directors shall authorize.

3.19. Borrowing. The Board shall have the power to borrow money on behalf of the Association for the purpose of maintenance, repair, restoration or improvement to the Common Area or for any other purpose; provided, however, such borrowing must first be approved by members of the Association holding at least two-thirds (2/3) of the total Association vote.

3.20. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or

otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

#### ARTICLE IV: OFFICERS

4.1. Designation. The principal officers of the Association shall be the President, Secretary, and Treasurer. The President, Secretary, and Treasurer must be directors. In the event the members increase the number of directors to five (5) as provided in these Bylaws, the members may also create two (2) additional officer positions, both of which must be directors. No person may hold more than one (1) office.

4.2. Election of Officers. The Association officers shall be elected annually by the members of the Association for Directors/Officers. A ballot shall be composed for a vote for the positions of Director/President Office, Director/Secretary Office, and Director/Treasurer Office. The ballot may be expanded to include two additional Directors/Officers if the Association elects to expand the Board to five positions. Those candidates receiving the most votes for each position shall be elected to the position to be filled.

4.3. Removal of Officers. Upon the affirmative vote of two-thirds of the total Association vote, any officer may be removed, either with or without cause, and a successor may be elected.

4.4. Vacancies. A vacancy in any office caused by any reason, except the removal of an officer by vote of the membership as provided in Section 4.3 of this Article, shall be filled at a special meeting of the members of the Association. The special meeting shall be held within thirty (30) days of the vacancy or vacancies being created. The successor(s) elected shall hold office for the remainder of the term of the officer(s) being replaced.

4.5. President. The President shall be the chief executive officer of the Association and shall preside at all Association and Board meetings.

4.6. Secretary. The Secretary shall keep the minutes of all Association and Board meetings and shall have charge of the Association's books and records.

4.7. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate

financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board.

4.8. Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases, checks, promissory notes, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by Board resolution.

#### ARTICLE V: AMENDMENTS

5.1. General. These Bylaws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding at least two-thirds (2/3) of the total vote of the Association membership. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. Any amendment duly certified and recorded shall be conclusively presumed to have been duly adopted in accordance with these Bylaws.

5.2. Limitation Period. Any action to challenge the validity of these Bylaws or an amendment adopted under this Article must be brought within one (1) year of adoption. No action to challenge these Bylaws or any such amendment may be brought after such time.

#### ARTICLE VI: MISCELLANEOUS

6.1. Committees. The Board may establish an architectural review committee, a nominating committee and any other committee as the Board deems desirable with the powers and duties that the Board shall authorize. Members of any committee shall be appointed by the Board and shall serve at the pleasure of the Board. Any committee member may be removed with or without cause at any time and with or without a successor being named.

#### 6.2. Notices.

(a) Method of Giving Notice. All notices, demands, bills, statements, or other communications shall be in writing and shall be given:

- (1) Personal delivery to the addressee;
- (2) Via United States mail, first class, postage prepaid;
- (3) Via electronic mail;
- (4) Via facsimile; or
- (5) Via any other legal means.

(b) Addressee. Notice sent by one of the methods described herein shall be deemed to have been duly given:

(1) If to an Owner, at the address, electronic mail address or facsimile number which the Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Owner's Lot;

(2) If to an occupant, to the electronic mail address or facsimile number which the occupant has designated in writing, or if no such address has been designated, at the address of the Lot occupied; or

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

6.3. Severability. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws.

6.4. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

6.5. Fiscal Year. The fiscal year of the Association shall be March 1 through February 28.

6.6. Financial Review. A financial review of the accounts of the Association shall be performed annually in the manner provided by the Board. However, after having received the Board's financial review at the annual meeting, the members may, by a vote of a majority of the Association members, require that the Association accounts be audited as a common expense by an independent accountant.

6.7. Conflicts. The duties, powers, and obligations of the Association, including the members, directors, and officers, shall be those set forth in the Georgia Nonprofit Corporation Code, the Declaration, these Bylaws, the Articles of Incorporation, and the rules and regulations of the Association. If there are conflicts or inconsistencies between such, then the provisions of the Georgia Nonprofit Corporation Code, the Declaration, these Bylaws, the Articles of Incorporation, and the rules and regulations of the Association, in that order, shall prevail; and each Owner of a Lot, by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

6.8. Books and Records. To the extent provided for, and restricted in, Section 14-3-1602 of the Georgia Nonprofit Corporation Code, as such Code Section may be amended from time to time, all Association members and any institutional holder

of a first Mortgage shall be entitled to inspect Association records at a reasonable time and location specified by the Association, upon written request at least five (5) business days before the date on which the member wishes to inspect and copy. The Association may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the member. Notwithstanding anything to the contrary, the Board may limit or preclude member inspection of confidential or privileged documents, including attorney/client privileged communications, executive session meeting minutes, and financial records or accounts of other members. Minutes for any Board or Association meetings do not become effective as an official Association record until approved by the Board or Association membership, as applicable, at a subsequent meeting. All Board members may inspect and copy any book or record of the Association.

6.9. Preparer. These Bylaws were prepared by Brendan R. Hunter, Lueder, Larkin & Hunter, LLC, 5900 Windward Parkway, Suite 390, Alpharetta, Georgia 30005.

IN WITNESS WHEREOF, the undersigned have executed these Bylaws this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

HICKORYCREST HOMEOWNERS  
ASSOCIATION, INC.

\_\_\_\_\_  
Signature of President  
Print Name: \_\_\_\_\_

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witness: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Signature of Secretary  
Print Name: \_\_\_\_\_

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witness: \_\_\_\_\_

\_\_\_\_\_  
Notary Public