E-Filed By:
Dade County Clerks Office
Clerk of Courts Kathy D. Page
01/28/2026 02:15 PM
Deed Book: 00648
Page: 0404-0445
$25.00 RECORDING FEE

Prepared by and return to:
John Templeton, Esq.
Patrick, Beard, Schulman & Jacoway, P.C.
537 Market Street, Suite 300
Chattanooga, TN 37402

# DECLARATION OF COVENANTS AND RESTRICTIONS FOR ADOHI PRESERVE

THIS DECLARATION made as of the 15 day of January, 2026, by LOOKOUT FOREST, LLC, a Georgia limited liability company (herein "Developer").

## WITNESSTH:

WHEREAS, Developer, as the owner of certain real property located in Dade County, Georgia, desires to create thereon a development known as Adohi Preserve (herein "Development"), to be constructed upon a portion of the real property located in Dade County, Georgia, and being more particularly described as Lots 1-20, 22-23, 25-41 and the Community Lot of Adohi Subdivision, as shown on the Revised Plat Adohi Subdivision of record in Plat Book 4125, Page 79 in the Date Court Superior Court Clerk's Office, and as described in Exhibit A attached hereto (herein "Property"); and

WHEREAS, Developer desires to provide for the preservation of the land values and home values when and as the Property is improved and desires to subject the Development to certain covenants, restrictions, easements, affirmative obligations, charges and liens, as hereinafter set forth, each and all of which are hereby declared to be for the benefit of the Development and each and every owner of any and all parts thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in the Development, to create an entity to which should be delegated and assigned the power and authority of holding title to and maintaining and administering the Common Properties (as hereinafter defined) and administering and enforcing the covenants and restrictions governing the same and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement, as hereinafter created; and

WHEREAS, Developer has caused or will cause to be incorporated under the laws of the State of Georgia, ADOHI OWNERS' ASSOCIATION, INC., a Georgia nonprofit corporation, for the purpose of exercising the above functions and those which are more fully set out hereafter;

NOW, THEREFORE, the Developer subjects the Property to the terms of this Declaration and declares that the same is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens hereinafter set forth. These covenants shall touch and concern and run with the Property and each Lot thereof.

## ARTICLE I
## DEFINITIONS

The following words and terms, when used in this Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

1.01 Architectural Review Committee. "Architectural Review Committee" shall mean and refer to that Committee formed and operated in the manner described in Section 4.01 hereof.

1.02 Approved Builders. "Approved Builders" shall mean only those builders which are approved by Developer to construct improvements on Lots in the Development until residences are constructed on all Lots.

1.03 Association. "Association" shall mean ADOHI OWNERS' ASSOCIATION, INC., a Georgia nonprofit corporation.

1.04 Board of Directors or Board. "Board of Directors" or "Board" shall mean the governing body of the Association established and elected by the Members pursuant to this Declaration and the Bylaws. If no Board has been duly elected, the terms "Board of Directors" and "Board", where appropriate, shall mean Developer or Developer's Appointed Board (as that term is defined in Section 5.02 of the Bylaws) in its role as the governing body of the Association.

1.05 Bylaws. "Bylaws" shall mean the Bylaws of the Association, the initial text of which is set forth in Exhibit B attached hereto.

1.06 Common Expense. "Common Expense" shall mean and include (a) expenses of administration, maintenance, repair or replacement of the Common Properties; (b) expenses agreed upon as Common Expenses by the Association; (c) expenses declared Common Expenses by the provisions of this Declaration; and (d) all other sums assessed by the Board of Directors pursuant to the provisions of this Declaration.

1.07 Common Properties. "Common Properties" shall mean and refer to those tracts of land and any improvements thereon which are deeded or leased to the Association and designated in said deed or lease as "Common Properties." The term "Common Properties" shall also include any personal property acquired or leased by the Association if said property is designated as a "Common Property." All Common Properties are to be devoted to and intended for the common use and enjoyment of the Owners. The Common Properties may include street lights, entrance and street signs, entrance gate, mailbox kiosk, landscaping easement areas, roads and their rights-of-way, lake(s), clubhouse, pool, hiking trails, treehouse, and pavilion, if same exist in the Development for the common use and enjoyment by Owners.

1.08 Declaration. "Declaration" shall mean this Declaration of Covenants and Restrictions for Adohi Preserve (including the exhibits hereto) including all amendments, restatements, and supplements thereto, filed pursuant to the terms hereof.

1.09 Design Guidelines. "Design Guidelines" shall mean the design guidelines, if any, for the development of any improvements within Adohi Preserve, as

adopted from time to time by the Architectural Review Committee.

1.10 Developer. "Developer" shall mean Lookout Forest, LLC, a Georgia limited liability company, and its successors and assigns.

1.11 Development. "Development" shall mean Adohi Preserve as being developed by Developer, as described in Exhibit A and all property later subjected to this Declaration, if any. Nothing herein shall subject any other property, lots, future development areas owned by Developer to the terms of this Declaration.

1.12 First Mortgage. "First Mortgage" shall mean a recorded Mortgage with priority over other Mortgages.

1.13 First Mortgagee. "First Mortgagee" shall mean a beneficiary, creditor or holder of a First Mortgage.

1.14 Household Pets. "Household Pets" shall mean what are commonly considered to be domestic household animals, including fish, dogs, cats, chickens and birds. The term "Household Pet" shall not include exotic animals, farm animals, reptiles, swine, rabbits, roosters, or fowl.

1.15 Lot. "Lot" shall mean and refer to any parcel of land located within the Property which is used or intended for use as a site for a single-family detached dwelling as shown upon any recorded final subdivision map of any part of the Property. Lots 21, 42 and 43 are not subject to this Declaration and are expressly excluded from the Property and Exhibit A.

1.16 Manager. "Manager" shall mean a person or firm appointed or employed by the Board to manage the daily affairs of the Association in accordance with instructions and directions of the Board.

1.17 Member or Members. "Member" or "Members" shall mean any or all Owner or Owners who are Members of the Association.

1.18 Mortgage. "Mortgage" shall mean a deed to secure debt or security deed, as well as a mortgage, encumbering a Lot.

1.19 Mortgagee. "Mortgagee" shall mean a beneficiary, creditor, or holder of a Mortgage.

1.20 Owner or Owners. "Owner" or "Owners" shall mean and refer to the Owner or Owners as shown by the real estate records in the office of the Recorder, whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Lot situated upon the Property, but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to any Mortgagee, its successors or assigns, unless and until such Mortgagee has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" or "Owners" mean or refer to any

guest, licensee, lessee or tenant of an Owner. In the event that there is recorded in the office of the Recorder, a long-term contract of sale covering any Lot within the Property, the Owner of such Lot shall be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where the purchaser is required to make payments for the Lot in the Property for a period extending beyond twelve (12) months from the date of the contract, and where the purchaser does not receive title to the Lot until such payments are made although the purchaser is given the use of said Lot. The Developer may be an Owner. Other than the Developer, any corporation, partnership, limited partnership, firm, or other type of business entity or association which is an Owner hereunder must designate no more than two individuals who will be authorized to exercise the rights of ownership (including use of the Common Properties) described herein. Such designation must be in writing and delivered to the Board. Any changes made in the designation must also be in writing and delivered to the Board.

1.21 Property. The "Property" shall mean and refer to the Property described in Section 2.01 hereof, and additions thereto, as are subjected to this Declaration in accordance with the provisions hereof and may include: (1) Lots; and (2) Common Properties.

1.22 Record or To Record. "Record" or "To Record" shall mean to record pursuant to the laws of the State of Georgia relating to the recordation of deeds and other instruments conveying or affecting title to real property.

1.23 Recorder. "Recorder" shall mean and refer to the Clerk of the Superior Court of Dade County, Georgia, and the successor to that office.

## ARTICLE II
## PROPERTIES, COMMON PROPERTIES AND IMPROVEMENTS THEREON

2.01 Property. The real property which is, and shall be held, transferred, sold, conveyed, leased and occupied, subject to this Declaration, is located in Dade County, Georgia and is more particularly described in Exhibit A hereto. Additionally, any easements on any real property retained by or granted to the Developer or the Association for the purpose of erection and maintenance of private roads, trails, entrance gate, entrance signs, street lights, or landscaped area, or Common Properties, and maintenance thereof, shall also be considered Property and subject to these covenants. Lots 21, 42 and 43 are not subject to this Declaration and are expressly excluded from Exhibit A.

The Developer intends to develop the Property in accordance with the terms hereof, as a residential community featuring recreational facilities, various amenities and any other lawful activities which the Developer deems appropriate as uses for such Property. The Developer shall not be required to follow any predetermined sequence or order of improvements and development; and it may bring within the plan of this Declaration additional lands, and develop the same before completing the development of the Property.

2.02 Additions to Property. The Developer, its successors, and assigns, shall have the right, without further consent of the Association, to bring within the plan and operation of this Declaration additional properties so long as they are contiguous with

then existing portions of the Development. For purposes of this paragraph, contiguity shall not be defeated or denied where the only impediment to actual "touching" is a separation caused by a road, right-of- way or easement, and such shall be deemed contiguous. The additions authorized under this Section shall be made by filing a supplement to this Declaration with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of this Declaration to such additional property after which it shall fall within the definition of Property as herein set forth.

Such supplemental declaration may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of the Developer, to reflect the different character, if any, of the added properties and as are not inconsistent with this Declaration.

Nothing contained herein shall subject neighboring property owned by Developer to this Declaration and such property owned by Developer shall not be subject to this Declaration unless a supplemental declaration is recorded with the Recorder subjecting such property to this Declaration.

2.03 Mergers. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, in the alternative, the properties, rights and obligations may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration.

2.04 Common Properties and Improvements Thereon. The Common Properties and improvements thereon shall be used for the common benefit of the Owners and to enhance the appearance and livability of the Development. The enforcement of this Declaration and the management, maintenance and control of the Common Properties and other business of the Development shall be conducted by the Association and the Board as provided in this Declaration and in the Bylaws. The Developer may install improvements on the Common Properties and the same shall become part of the Common Properties once installed. The Developer may install improvements within certain easement areas on property owned by Developer, which shall become part of the Common Properties once installed.

## ARTICLE III
## COVENANTS, USES AND RESTRICTIONS

3.01 Application. It is expressly stipulated that the covenants set forth in this Article III apply solely to the Property described in Exhibit A. These covenants are not intended to apply to any other lots, tracts or parcels of land in the area or vicinity, owned by the Developer. Specifically, the Developer, its successors or assigns, reserve the right to use or convey such other lots, tracts and parcels with different restrictions. Lots 21, 42 and 43 are not subject to this Declaration and are expressly excluded from Exhibit A.

3.02 Residential Use.

(a) All of the Lots in the Development shall be, and be known and described as, residential lots, and no structure shall be erected, altered, placed or permitted to remain on any Lot other than as provided in this Declaration and in supplements hereto, except that a driveway and utilities to Lot 21 may be constructed on Lot 18 or 19 and the Owner of Lot 21 shall have an easement on Lot 18 or 19 for such purpose. Moreover, the deed transferring a parcel to be used for residential purposes may, in the sole discretion of the Developer, contain covenants and restrictions applicable specifically to the Lot being transferred in addition to the Declaration.

(b) "Residential," refers to a mode of occupancy, as used in contradistinction to business or commercial or mercantile activity and, except where otherwise expressly provided, "residential" shall apply to temporary as well as permanent uses, and shall apply to vacant Lots as well as to buildings constructed thereon.

3.03 No Multi Family Residences. No residence shall be designed, patterned, constructed or maintained to serve, or for the use of more than one single family, and no residence shall be used as a multiple family dwelling at any time.

3.04 No Business Use.

(a) No residence or other structure shall be designed, patterned, constructed or maintained upon any Lot for use in whole or in part for any business service or activity, or for any commercial purpose, nor shall any Lot be used for business purposes, or for trucks or o other equipment inconsistent with ordinary residential uses, without the prior written consent of the Association, which approval shall require an affirmative vote of at least two-thirds (2/3) of the Owners. No panel, commercial or tractor trucks shall be parked in driveways or overnight on streets in front of any of the Lots other than for such period of time as is reasonably necessary to load or unload materials therefrom. Nothing herein shall preclude a home office located within a residence however such home office shall be ancillary to residential use and shall not increase traffic, disturb adjacent Owners and is not noticeable from outside the residence.

(b) Neither the foregoing nor any other section of this Declaration shall prevent the Developer or any builder from constructing a house for use as a model home that may contain office-type furniture and be used for conducting the business of either selling that house or other houses within the Development, nor shall the foregoing or any other section of this Declaration prevent the Developer from designating a Lot or Lots from time to time for the temporary placement of a trailer or other suitable structure for use as an office and/or sales center by the Developer and/or builders at the sole discretion of the Developer.

(c) Nothing contained herein shall prohibit the Association from permitting or operating concessions or vending machines on the Common Properties.

3.05 Set-backs.

(a) No building shall be erected on any Lot except within the set-backs required by zoning laws and regulations applicable thereto. For the purposes of this covenant, open porches shall be considered as part of the building. Steps, walkways and driveways shall not be considered as a part of the building, providing, however,

this shall not be construed to permit any portion of the steps, walkways and driveways to encroach upon another Lot. No provision of this paragraph shall be construed to permit any structure to be constructed and erected upon any Lot that does not conform to the zoning laws and regulations applicable thereto.

(b) For good cause shown, an Owner may petition the Developer or the Architectural Review Committee for a variance from any of the above set-back requirements. If the Developer or the Architectural Review Committee grants such petition, the Developer or the Association will not oppose such Owner's attempt to obtain a variance from applicable zoning laws and regulations, if required.

3.06 Rearrangement of Lot Lines. Not more than one residence shall be erected or maintained on any one Lot. Contiguous Lots may be combined if the Lots have the same Owner, for the purpose of erecting an approved residence thereon; however, the assessments provided for herein will continue to be based upon the number of original Lots purchased. No Lot other than a Lot owned by the Developer may be re-subdivided so as to create a smaller Lot than as shown on the original recorded plat.

3.07 Temporary Structures. No temporary structures (including tents, campers, recreational vehicles, trailers) shall be permitted on any Lot, or within the Property except in conjunction with construction of permanent structures (which shall be removed upon completion of such construction) .. However, neither the foregoing nor any other section of this Declaration shall prevent the Developer from designating a Lot or Lots from time to time for the temporary placement of a trailer or other suitable structure for use as an office and/or sales center by the Developer and/or builders at the sole discretion of the Developer.

3.08 Completion of Construction. Any residence being erected on a Lot shall be completed within twelve (12) months from the date of the pouring of the footings for said residence. In the construction of a residence upon a Lot, the builder shall keep all debris cleared from the street or streets bounding the Lot; and, before any residence is occupied, all debris must be removed from the entire Lot and any damaged curbs shall be repaired or replaced. Without the prior written approval of the Developer or the Architectural Review Committee, no construction of any building, out building, or other improvements on the Lot shall be commenced prior to construction of the residence. No debris, old lumber or unsightly objects shall be moved onto any Lot in the Development at any time, including the period of construction of the residence thereon. The exterior of each dwelling shall be completed before its occupancy.

3.09 Utilities and Utility Easement. All utilities services shall be located underground up to the residence served. A perpetual easement is reserved on each Lot, as shown on the recorded plat, for the construction and maintenance of utilities such as electricity, gas, propane tanks, water, drainage, etc., and no structure of any kind shall be erected or maintained upon or over said easement.

3.10 Frontal Appearance. All residences shall have conventional and acceptable frontal appearance from the main street fronting the Lot on which such residence is constructed.

3.11 Building Requirements. All residential buildings or structures of a permanent nature constructed on any Lot shall be in compliance with the Design

Guidelines and be approved in writing by the Developer or the Architectural Review Committee.

3.12 Fences. No fences will be allowed on a Lot without the prior written consent of the Developer or the Architectural Review Committee. All proposed fences must be submitted to the Developer or the Architectural Review Committee showing materials, design, height, location any other pertinent information required by the Developer or the Architectural Review Committee.

3.13 Damage to Streets and Curbs. Any damage done to streets, curbs, gates, fences, or other Common Properties by the Owner of any Lot, or by a contractor, subcontractor, laborer or material supplier employed to construct a dwelling or other improvement on a Lot, will be repaired immediately at the expense of the Owner of such Lot.

3.14 Signs. No signs shall be erected or maintained on any Lot, without the prior written consent of the Developer or the Architectural Review Committee.

3.15 Service Areas. Each home shall provide an area or areas on the rear or side yard of the Lot to accommodate air conditioner compressors, garbage cans, an electrical service entrance, propane or gas tanks, or other ancillary residential functions that by nature may present an unsightly appearance. Service areas shall be convenient to the utility services and screened from view by an enclosure that is an integral part of the site development plan, using materials and colors that are harmonious with the home it serves.

3.16 Garages. Garages shall be designed to be compatible with the architecture of the home. Garages are not required.

3.17 Zoning. Whether expressly stated so or not in any deed conveying any one or more of said Lots, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereon.

3.18 Unsightly Conditions. All of the Lots in the Development must, from the date of purchase, be maintained by the Owner in a neat and orderly condition (grass being cut when needed, as well as leaves, broken limbs, dead trees, and other debris being removed when needed). Tree limbs, rocks and other debris must be kept out of the streets. In the event that an Owner of a Lot in the Development fails, of his own volition, to maintain his Lot in a neat and orderly condition, Developer, or its duly appointed agent, or the Board, or its duly appointed agent, may enter upon said Lot without liability and proceed to put said Lot into an orderly condition, billing the cost of such work to the Owner.

3.19 Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance, discomfort, embarrassment or nuisance to the Development or to other Owners, or which may disrupt the peaceful and quiet enjoyment of any other Owner, including but not limited to, the emanation of foul odors or disruptive noise.

3.20 Sewage Disposal. There shall not be erected, permitted, maintained or operated on any Lot any privy, cesspool, vault or any form of privy, except such sewage system as meets the requirements of all applicable governmental laws, regulations and codes. All dwellings shall have a septic tank and field lines of the type and quality approved by the State of Georgia Department of Health.

3.21 Permitted Entrances. In order to implement and effect insect, reptile and woods fire control, and to maintain unsightly Lots, the Developer or the Board, or their respective agents or contractors, may enter upon any Lot on which a dwelling residence has not been constructed and upon which no landscaping plan has been implemented, such entry to be made by personnel with tractors or other suitable devices, for the purpose, at the expense of the Owner of the Lot, of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Developer or the Board detracts from the overall beauty, setting or safety of the Property or Lots. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Developer and its agents or contractors or the Board and its agents or contractors may likewise enter upon a Lot to remove any trash which has collected on said Lot without such entrance and removal being deemed a trespass. The Owner of the Lot shall promptly reimburse the Developer or the Association for all expenses incurred by them pursuant to this Section, and all unreimbursed expenses shall be a charge and continuing lien upon the real property and improvements of the Owner to the same extent as assessments under Article V hereof. The provisions of this section shall not be construed as an obligation on the part of the Developer and its agents or the Board and its agents to mow, clear, cut or prune any Lots or to provide garbage or trash removal services.

3.22 Plant Control. No trees or native plants shall be removed without the prior written approval of the Developer or the Architectural Review Committee. The majority of the trees may not be removed from any Lot except in the pre-approved area of the Lot upon which the house and driveway are to be constructed, or in pre-approved areas where small gardens, lawns and playgrounds are to be utilized by the Lot Owner. Lot Owners are responsible to remove the debris from their Lots and the Common Properties that occur from the above-stated activity. No non-native plants shall be planted without the prior written approval of the Developer or the Architectural Review Committee.

3.23 Tanks and Garbage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and such tanks or receptacles may be installed only within a dwelling unit, within a screened area or buried underground. All garbage and trash containers must be placed in enclosed areas of the rear or side yard and must not be unsightly, disorderly, in disrepair or offensive.

3.24 Wells. No private wells may be drilled or maintained on any residential Lot without the prior written consent of the Developer or the Architectural Review Committee. All such wells shall be deep wells, which do not affect the water table or water shed of the creeks within the Development.

3.25 No Antennas. No television antenna, dish, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any dwelling or other structure on the Property or on any Lot within the Development without the prior written consent of the Developer or the Architectural Review Committee (which

shall permit small, discreetly-located satellite dishes); nor shall radio, television signals, nor any other form of electromagnetic radiation be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals upon any other of such properties. Notwithstanding the foregoing, the provisions of this section shall not prohibit the Developer from installing equipment necessary for a master antenna system, security system, cable television, mobile radio system or other similar systems within the Development.

3.26 Excavation. No owner shall excavate or extract earth from any of the Lots subject to this Declaration for any business or commercial purpose. No elevation changes shall be permitted which will materially affect the surface grade of a Lot unless the consent of the Developer or the Architectural Review Committee is obtained.

3.27 Laundry. No Owner, guest, or tenant, shall hang laundry from any area within or outside a dwelling residence if such laundry is within the public view, or hang laundry in full public view to dry, such as on balcony or terrace railings. This provision may, however, be temporarily waived by the Developer or the Board during a period of severe energy shortages or other conditions where enforcement of this section would create a hardship.

3.28 Duty to Rebuild or Clear and Landscape Upon Casualty or Destruction. In order to preserve the aesthetic and economical value of all Lots within the Development, each Owner and Developer (with respect to improved Property owned by Developer) shall have the affirmative duty to rebuild, replace, repair, or clear and landscape (with native plant materials), within a reasonable period of time (but no later than one (1) year), any building, structure, and improvement or significant vegetation which shall be damaged or destroyed by fire, or other casualty. Variations and waivers of this provision may be made only upon the Developer or the Board establishing that the overall purpose of this Declaration would be best effected by allowing such a variation. Variations to this section are to be strictly construed and the allowance of a variance by the Developer or the Board shall not be deemed to be a waiver of the binding effect of this section upon all other Owners. In the event of damage or destruction by fire or other casualty, this provision shall control over other provisions contained in this Declaration regarding maintenance to and the condition of improvements on Lots. In the event the Owner fails to make such repairs, Developer or Association reserves the right to make such repairs and assess the Owner for the cost of such repairs plus 15% of all sums expended in repair or reconstruction as a fee for the Developer's or Association's services. Should said Owner fail to promptly pay said assessment to the Developer, the Developer may elect to exercise any remedy contained in Article VII in this Declaration.

3.29 Vehicle Parking. Cars owned by Lot Owners shall be parked only in the Owner's garage, outbuilding, or driveway. No inoperable vehicle, tractor or other machinery shall be stored outside on the premises at any time, even if not visible from the street. No house trailer, boat, or such vehicle shall be stored on the Property, except in a garage.

3.30 Maintenance. Each Lot Owner shall, at all times, maintain in good repair all structures located on such Lot, including driveways and permitted fences, and shall keep all vegetation and landscaping in good and presentable condition, using, to the extent reasonably possible, only organic pesticides and fertilizers.

3.31 Hunting and Fishing. There shall be no hunting, trapping, unnatural harm to animals, game or water species, nor shall there be any target or trap shooting or

discharge of firearms upon any Lot or Common Properties. Fishing shall be permitted in accordance with rules and regulations imposed by the Board. In all events, all safety and licensing laws and regulations shall be adhered to by all Lot Owners and their guests.

3.32 Security Lights. No Owner shall place exterior security lights (whether in trees, on poles, or otherwise) higher than the roofline of the structure being protected.

3.33 Renting or Leasing. No residence or Lot in the Development shall be rented or leased without the prior written consent of the Board.

3.34 Approved Builders. Developer intends to manage and plan the aesthetics and construction of the Development. Accordingly, until residences are constructed on all Lots and unless specifically waived by the Developer, only Approved Builders shall be allowed to construct improvements on Lots in the Development.

3.34 Violations and Enforcement. In the event of the violation, or attempted violation, of any one or more of the provisions of this Declaration, the Developer, its successors or assigns, or the Association (acting through its Board), its successors or assigns, or any or all parties hereinafter becoming Owners of any one or more of the Lots to which provisions of this Declaration apply, may bring an action or actions against the Owner in violation, or attempting violation, and the said Owner shall be further liable for such damages as may accrue, including any court costs and reasonable attorneys' fees incident to any such proceeding, which costs and fees shall constitute liquidated damages. The Board may grant variances of the restrictions set forth in this Declaration, if such variances do not, in the sole discretion of the Board, adversely affect the purposes sought to be obtained hereby. The remedies afforded under this Section shall be in addition to those afforded the Association under Section 7.02 below.

By reason of the rights of enforcement of the provisions of this section being given unto Owners of Lots (subject to rights of variances reserved by the Developer and the Board), it shall not be incumbent upon the Developer or the Board to enforce the provisions of this Declaration or to prosecute any violation thereof. Developer shall not be responsible or liable for any violation of this Declaration by any person other than itself.

## ARTICLE IV
## ARCHITECTURAL CONTROL

4.01 Architectural and Design Review.

(a) In order to preserve, to the extent possible, the natural beauty of the Property and its setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the Development, and to promote and protect the value of the Property, the Board shall create a body of rules and regulations covering details of dwelling placements and designs, which shall be available for all Owners or prospective Owners of Lots.

(b) The Developer shall have sole architectural and design review authority for the Development until the Developer has transferred governing authority of the Development to the Board provided, however, that prior to calling the meeting of the Association to elect the Board to succeed the Developer as provided in the By-laws, the

Developer may execute a document stating that the Developer reserves unto itself, its successors or assigns, the architectural and design reviewing authority provided in this Article, and stating that said reservation, notice of which is thus provided, shall survive the election of the Board to succeed the Developer. Thereafter, the Developer shall continue to exercise the rights thus reserved to it until such time as it shall execute a document assigning these rights to the Board. Upon such occurrence, the Board shall establish a Design Review Committee as soon as is practicable, which shall consist of three members of the Association as shall be designated by the Board. When such Committee has been established, the Developer shall transfer reviewing authority to it.

(c) No buildings, fences, exterior lighting, walls, swimming pools, decks, porches, spas, hot tubs, children's play areas, decorative appurtenances, or structures of any type, shall be erected, placed, added to, remodeled, or altered and no trees or shrubs shall be planted, cut or removed and no grading or other improvement shall be commenced until the proposed building plans and specifications (including height, and composition of roof, siding, or other exterior materials and finish), site development plan (showing the proposed location of such building or structure, improvements, driveways, patios, decks, porches, and parking areas on the Lot), drainage plan, landscape plan, and construction schedule shall have been submitted to the Developer or the Architectural Review Committee for approval at least thirty (30) days prior to the proposed date of construction. In addition, any repainting of a portion of the exterior of any structure on any Lot, in a manner not previously approved by the Developer or the Architectural Review Committee, shall be subject to prior approval of the Developer or the Architectural Review Committee as provided in the preceding sentence. The Developer or the Architectural Review Committee shall give written approval or disapproval of the plans within 30 days of submission. However, if written approval or disapproval is not given within 30 days of submission, the plans shall be deemed to have been approved. Developer or the Architectural Review Committee may, by written notice given from time to time to the Owners of Lots, exempt certain matters of a non-essential nature from the review requirements subject to the terms and conditions and for the time periods established by Developer or the Architectural Review Committee. In the event of the completion of any residence on any Lot, without any proceedings having been instituted to enjoin the construction thereof, the said residence shall be conclusively presumed to have had such approval.

(d) The Developer or Architectural Review Board shall charge a fee for each application submitted for review. The amount of the fee shall be set by the Developer or Architectural Review Committee and shall be sufficient to cover any expenses incurred by the Developer or Architectural Review Committee, or any of its members, and to cover the expense incurred by the Association for any professional member of, or consultant to, the Architectural Review Committee or the Board. The initial fee shall be set at $250.00. Developer or the Architectural Review Committee may in their sole and absolute discretion from time to time adjust or waive this fee.

(e) The architectural and design review shall be directed toward preventing excessive or unsightly grading, indiscriminate clearing of property, removal of native trees and vegetation, introduction of non- native plants, disruption of natural

water courses, insuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the surrounding property and improvements thereon, and insuring that plans for landscaping provide visually pleasing settings for structures on the same Lot and on adjoining or nearby Lots.

4.02 Approval Standards. Approval of any proposed building plan, location, specifications or construction schedule submitted under this Article will be withheld unless such plans, location and specifications comply with the applicable provisions of this Declaration and unless such construction schedule complies with the provisions of this Article. Approval of the plans and specifications by the Developer or the Architectural Review Committee is for the mutual benefit of all Owners and is not intended to be, and shall not be construed as, an approval or certification that the plans and specifications are technically sound or correct from an engineering or architectural viewpoint. Each Owner shall be individually responsible for the technical aspect of the plans and specifications.

4.03 Licensing. All Approved Builders, contractors, landscape architects and others performing work on any Lot must be licensed as may be required by the State of Georgia or any other governmental authority having jurisdiction in order to construct improvements on a Lot or to perform services for an Owner.

## ARTICLE V
## ASSESSMENTS

5.01 Creation of the Lien and Personal Obligation of Assessments. Each Owner, by acceptance of a deed conveying a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all of the terms and provisions of this Declaration and shall pay to the Association annual assessments and special assessments for the purposes set forth in this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Owner of each Lot shall be personally liable, such liability to be joint and several if there are two or more Owners, to the Association for the payment of all assessments, whether annual or special, which may be levied while such party or parties are Owners of a Lot. The annual and special assessments, together with such interest thereon and costs of collection therefor as hereinafter provided, shall be a charge and continuing lien on the Lot and all of the improvements thereon against which each such assessment is made. Unpaid assessments shall bear interest from due date to date of payment at the rate set by the Board, and said rate can be changed from time to time so that the rate is reasonably related to the economic situation. In the event that two or more Lots are combined into a single Lot by an Owner, the assessments will continue to be based upon the number of original Lots purchased, and if any original Lot is subdivided, the assessment on such original Lot shall be prorated between the Owners based upon the square footage owned by each Owner. Neither the liability for assessments, nor the amount of assessments shall be reduced or avoided due to the fact that all or any option of the Common Properties, or other portions of the Development are not completed.

5.02 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the

Owners and for the improvement and maintenance of the Common Properties. The special assessments shall be used for the purposes set forth in Section 5.04 of this Article.

5.03 Amount of Annual Assessments.

5.03.1 The amount of the annual assessments shall be set by the Board of Directors subject to the provisions of this Declaration and the Bylaws in an amount it deems appropriate to promote the recreation, health, safety and welfare of its Members (as they are defined in the Bylaws). Each Lot shall be assessed equally with each other Lot in the Development.

5.03.2 Prior to the annual meeting, the Board shall prepare a budget for the upcoming year and establish the annual assessment for the Lots. The Board shall mail a statement to each Lot Owner informing him or her of the amount of the annual assessment for his or her Lot and the due date for payment thereof with the notice of the annual meeting.

5.03.3 The amount of the annual assessments established by the Board may be increased or decreased by the affirmative vote of at least seventy-five percent (75%) of the Members who are in attendance or represented by proxy at any annual or special meeting of the Association duly called for such purpose. At any such meetings, the Developer shall have the number of votes as provided in Section 4.02 of the Bylaws.

5.03.4 Whenever additional land is added to the Development pursuant to Section 2.02 hereof, or whenever the Developer creates new Lots by re-subdivision pursuant to Section 3.06 hereof, the new Lots shall be assessed equally with the other Lots in the Development.

5.04 Special Assessments.

5.04.1 In addition to the annual assessments authorized by Section 5.04 hereof, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, or the cost of any addition to the Common Properties, provided that any such assessment shall have the assent of seventy-five percent (75%) of the vote of the Members who are in attendance or represented at a duly called meeting of the Association, written notice of which shall be sent to all Members at least thirty (30) days in advance setting forth the purpose of the meeting. At any of such meetings, the Developer shall have the number of votes as provided in Section 4.02 of the Bylaws.

5.05 Property Subject to Assessment. Only land within the Property which has been subdivided into Lots, and the plats thereof filed for public record, shall constitute a Lot for purposes of these assessments.

5.06 Exempt Property. No Owner may exempt himself from liability for any assessment levied against his Lot by waiver of the use or enjoyment of any of the Common Properties or by abandonment of his Lot in any other way. The following property, individuals, partnerships or corporations, subject to this Declaration, shall be exempted from all assessments, charge and lien created by this Declaration:

(a) The Grantee of a utility easement

(b) All properties dedicated and accepted by a local public authority and devoted to public use

(c) All Common Properties

(d) All properties exempted from taxation by the laws of the State of Georgia upon the terms and to the extent of such legal exemptions. This exemption shall not include special exemptions, now in force or enacted hereafter, based upon age, sex, income levels or similar classifications of the Owners.

(e) Developer owned Lots and Approved Builder owned Lots, provided however, the assessments will be due once the Developer or Approved Builder transfers a Lot to a new Owner or upon a completed residence ready for occupancy being constructed on a Lot, whichever occurs first.

5.07 Date of Commencement of Annual Assessments.

5.07.1 The annual assessments provided for herein shall commence on the date on which a Lot is transferred to an Owner who is not a Developer or Approved Builder or upon a completed residence ready for occupancy being constructed on a Lot, whichever occurs first.

5.07.2 The amount of the first annual assessment on each Lot shall be based pro rata upon the balance of the calendar year and shall become due and payable on the closing of the Lot or upon a completed residence ready for occupancy being constructed on a Lot. The assessments for any year, after the first year, shall become due and payable the first day of January of said year; provided, however, that the Board may authorize payments of the annual assessments to be made in equal installments on a semi-annual, quarterly, or monthly basis, or the Board may set another date as the due date for annual assessments.

5.07.3 The due date of any special assessment under Section 5.04 hereof shall be fixed in the resolution authorizing such assessment.

5.07.4 The Board shall be authorized to charge a late fee of not more than One Hundred Dollars ($100.00) per occurrence to any Lot Owner who fails to pay any assessment, annual or special, on or before the due date thereof.

5.08 Lien. Recognizing that the necessity for providing proper operation and management of the Common Properties entails the continuing payment of costs and expenses therefor, the Association is hereby granted a lien upon each Lot and the improvements thereon as security for the payment of all assessments against said Lot, now or hereafter assessed, which lien shall also secure all costs and expenses, and reasonable attorney's fees, which may be incurred by the Association in enforcing the lien upon said Lot. The lien shall become effective on a Lot immediately upon the closing of that Lot. The lien granted to the Association may be foreclosed as other liens are foreclosed in the State of Georgia. Notwithstanding the Board's right to charge a late fee pursuant to Section 5.07.4 hereof, the failure by the Owner or Owners to pay any assessment, annual or special, on or before the due dates set by the Board for such payment shall constitute a default, and this lien may be foreclosed

by the Association.

5.09 Sale or Mortgage of Lot. Whenever any Lot may be sold or mortgaged by the Owner thereof, which sale or Mortgage shall be concluded only upon compliance with other provisions of this Declaration, the Association, upon written request of the Owner of such Lot, shall furnish to the proposed purchaser or Mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the Owner of such Lot; and such statement shall also include, if requested, whether there exists any matter in dispute between the Owners of such Lot and the Association under this Declaration. Such statement shall be executed by any officer of the Association, and any purchaser or Mortgagee may rely upon such statement in concluding the proposed purchase or Mortgage transaction, and the Association shall be bound by such statement.

In the event that a Lot is to be sold or mortgaged at the time when payment of any assessment against said Lot shall be in default, then the proceeds of such purchase or mortgage shall be applied by the purchaser or Mortgagee first to payment of any then-delinquent assessment or installments thereof due to the Association before payment of any proceeds of purchase or Mortgage to the Owner of any Lot who is responsible for payment of such delinquent assessment.

In any voluntary conveyance of a Lot, the grantee(s) shall be jointly and severally liable with the grantor(s) for all unpaid assessments against the grantor(s) and the Lot made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee(s) to recover from the grantor(s) the amounts paid by the grantee(s) therefor.

5.10 Transfer Fee. Upon the sale of a Lot with a completed residence on it, a selling Owner shall pay a transfer fee of one percent (1%) of the purchase price to the Association. This fee shall be due upon each transfer of a Lot with a completed residence to a new Owner in perpetuity, unless such transfer is to a related entity of the previous Owner and is done solely for tax or estate planning purposes. The transfer fee shall be placed in a capital reserve account and utilized for capital improvements.

## ARTICLE VI
## MORTGAGES, MORTGAGEES AND PROCEDURES AND RIGHTS RELATING THERETO

6.01 Register of Owners and Mortgages. The Association shall at all times maintain a register setting forth the names of the Owners, and, in the event of a sale or transfer of any Lot to a third party, the purchaser or transferee shall notify the Association in writing of his interest in such Lot, together with such recording information that shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any Lot. Further, the Mortgagee may, if it so desires, notify the Association of the existence of any Mortgage held by it, and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same. The Association may rely on such register for the purpose of determining the Owners of Lots and holders of Mortgages.

6.02 Subordination of Lien to First Mortgages. The liens provided for

in this Declaration shall be subordinate to the lien of a First Mortgage on any Lot if, and only if, all assessments, whether annual or special, with respect to such Lot having a due date on or prior to the date such Mortgage is recorded have been paid. In the event any such First Mortgagee (i.e., one who records a Mortgage on a Lot for which all assessments have been paid prior to recording) shall acquire title to any Lot by virtue of any foreclosure, deed in lieu of foreclosure, or judicial sale, such Mortgagee acquiring title shall only be liable and obligated for assessments, whether annual or special, as shall accrue and become due and payable for said Lot subsequent to the date of acquisition of such title. In the event of the acquisition of title to a Lot by foreclosure, deed in lieu of foreclosure, or judicial sale, any assessments, whether annual or special, as to which the party so acquiring title shall not be liable shall be absorbed and paid by all Owners as part of the Common Expense; provided, however, nothing contained herein shall be construed as releasing the party or parties liable for such delinquent assessments from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

## ARTICLE VII
## REMEDIES ON DEFAULT

7.01 Scope. Each Owner shall comply with the provisions of this Declaration and with the such rules and regulations applicable to the Property as may be adopted from time to time by the Board (collectively, the **"Governing Documents"**) as they presently exist or as they may be amended from time to time, and each Owner shall be responsible for the actions of his or her agents, representatives, family members, guests, invitees, tenants, contractors and employees.

The Board shall have the power and right to adopt and amend rules and regulations for the purpose of governing the details of the operation and use of the Common Properties and setting forth restrictions on, and requirements respecting the use and maintenance of the Common Properties. Copies of the Rules and Regulations shall be furnished to each Owner prior to the time the same shall become effective.

7.02 Enforcement by the Association. The Association, acting by and through its Board, at all times shall have the right to enforce the provisions of the Governing Documents.

(a) In the event of a violation or breach of any provision of the Governing Documents by any Owner, or by an agent or representative of an Owner, (the **"Responsible Party"**) or by any of their family members, guests, invitees, tenants, contractors or employees, the Developer, and the Board, on behalf of the Association, may provide the Responsible Party with a written notice of the violation or breach and request that the violation or breach cease or be cured immediately (the **"Initial Notice of Violation"**). The Initial Notice of Violation or any subsequent notice may establish a period of time within which the violation shall cease or be cured without any fine or action being taken by the Board on behalf of the Association.

(b) If the violation or breach is not ceased or cured, or if it should reoccur, the Developer, or the Board, on behalf of the Association, may charge the Responsible Party a fine in the amount of One Hundred Dollars ($100.00) per day beginning on the

first day that the violation continues or reoccurs, and the Association may increase such daily fine at the rate of Five Dollars ($5.00) per day for each day thereafter that the violation continues or reoccurs. The Developer or the Association shall provide the Responsible Party with a written notice stating its intention to assess a fine, the amount of the fine to be assessed daily, and the date upon which the fine shall begin to be assessed. Thereafter the Developer or the Board, on behalf of the Association, may alter or suspend the fine at any time without further notice. All fines shall be due and payable to the Association on the day assessed. All fines shall accrue interest from the date of notice thereof until paid, at the maximum rate of interest allowed by law.

(c) The Developer, or the Board, on behalf of the Association, shall have the right, but not the obligation, to take any action deemed necessary or desirable to correct, remove or abate any violation of the Governing Documents, and the Responsible Party shall be liable for paying any costs and expenses incurred by the Developer or the Association in exercising this remedy. This remedy may be exercised without any notice to the Responsible Party being required other than an Initial Notice of Violation. The Developer, or the Association and its agents and representatives may enter upon any Property of the Responsible Party for the purpose of correcting, removing or abating any violation or breach of the Governing Documents. Any fine, cost, expense or other amount owed by a Responsible Party under this Article shall be due and payable immediately, and the Developer or the Association shall be entitled to recover interest thereon from the date such amount is due and payable until payment is made at the maximum rate of interest allowed by law.

(d) All fines, costs, expenses or other amounts owed to the Association hereunder shall be treated as an assessment against the Responsible Party and shall be a charge and continuing lien upon the real property and improvements of the Responsible Party to the same extent as assessments under Article V hereof. In addition, any other amount owed hereunder that is not paid when due shall be recoverable as an assessment in the manner provided for under Article V hereof.

(e) The Developer or the Association, at the direction of the Board, at any time (there being no requirement for a waiting period) shall have the right to bring a legal action against the Responsible Party, either at law or in equity, to compel compliance with the Governing Documents or to prevent the continued, future or anticipated violation thereof; and the Developer or Association, as the case may be, shall be entitled to recover a judgment for all penalties, costs, expenses or other amounts to which it is entitled to hereunder or otherwise under applicable law. The Developer, or the Association, at the direction of the Board, may engage legal counsel or other expert assistance in connection with the exercise of its rights hereunder, the costs and expenses of which the Responsible Party shall be required to reimburse the Association.

7.03 Judgment Interest and Recovery of Expenses. In any proceeding arising because of an alleged default by an Owner, the Developer or the Association, if successful, shall, in addition to the relief provided for in Section 7.02, be entitled (1) to charge and collect pre and post-judgment interest upon the amount of the judgment (including any awarded expenses) at the highest rate allowed by law, and (2) to recover the costs of the proceeding and such reasonable attorneys' fees as may be allowed by the court, but in no event shall the

Owner be entitled to such attorneys' fees from the Developer, the Association or the Board.

7.04 Waiver. The failure of the Developer, the Board, the Association or any Owner to enforce any right, provision, covenant or condition which may be granted herein or the receipt or acceptance by the Association of any part payment of an assessment shall not constitute a waiver of any breach of this Declaration, nor shall same constitute a waiver to enforce the Declaration in the future.

7.05 Election of Remedies. All rights, remedies and privileges granted to the Developer, the Board, the Association or the Owners pursuant to any term, provision, covenant or condition of this Declaration shall be deemed to be cumulative and in addition to any and every other remedy given herein or otherwise existing, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to any such party at law or in equity.

## ARTICLE VIII
## OWNER COMPLAINTS

8.01 Scope. The procedures set forth in this Article for Owner complaints shall apply to all complaints of Owners regarding the use and enjoyment of the Property or any portion thereof or regarding any matter within the control or jurisdiction of the Association, including without limitation, decision of the Association or another Owner without first complying with the procedures for complaints established in this Declaration.

8.02 Form of Complaint. All complaints shall be in writing and shall set forth the substance of the complaint and the facts upon which it is based. Complaints are to be addressed to the Board and sent in the manner provided for in Section 10.03.

8.03 Consideration by the Board. Within 20 days of receipt of a complaint, the Board shall consider the merits of the same and notify the complainant in writing of its decision and the reasons therefor. Within 10 days after notice of the decision, the complainant may proceed under Section 8.04 or 8.05; but if complainant does not, then the decision shall be final and binding upon the complainant.

8.04 Hearing Before the Board. Within 10 days after notice of the decision of the Board, the complainant may, in writing, request a hearing before the Board. Such hearing shall be held with 20 days of receipt of complainant's request. The hearing may be adjourned from time to time as the Board, in its sole discretion deems necessary or advisable. The Board shall render its decision and notify the complainant in writing of its decision and the reasons therefor within 10 days of the final adjournment of the hearing.

8.05 Further Relief. After complying with the provisions of this Article, an Owner may pursue additional relief at law or equity as he deems himself to be entitled.

## ARTICLE IX
## EMINENT DOMAIN

9.01 Board's Authority. If all or any part of the Common Properties (excluding

personalty) is taken or threatened to be taken by eminent domain, the Board, on behalf of the Association, or the Developer is authorized and directed to proceed as follows:

(a) To obtain and pay for such assistance from such attorneys, appraisers, architects, engineers, expert witnesses and other persons, as the Board in its discretion deems necessary or advisable, to aid and advise it in all matters relating to such taking and its effect, including (i) determining whether or not to resist such proceedings or convey in lieu thereof, (ii) defending or instituting any necessary proceedings and appeals, (iii) making any settlements with respect to such taking or attempted taking and (iv) deciding if, how and when to restore the Common Properties;

(b) To negotiate with respect to any such taking, to grant permits, licenses and releases and to convey all or any portion of the Common Properties and to defend or institute, and appeal from, all proceedings as it may deem necessary or advisable in connection with the same; and

(c) To have and exercise all such powers with respect to such taking or proposed taking and such restoration as those vested in Boards of Directors of corporations with respect to corporate property, including purchasing, improving, demolishing and selling real estate.

9.02 Notice to Owners and Mortgagees. Each Owner and each First Mortgagee on the records of the Association shall be given reasonable written advance notice of all final offers before acceptance, proposed conveyances, settlements and releases, contemplated by the Developer or the Board, legal proceedings and final plans for restoration, and shall be given reasonable opportunity to be heard with respect to each of the same and to participate in and be represented by counsel in any litigation and all hearings, at such Owner's or Mortgagee's own expense.

9.03 Reimbursement of Expenses. The Developer and/or Board and Association shall be reimbursed for all attorneys', engineers', architects' and appraisers' fees, and other costs and expenses paid or incurred by it in preparation for, and in connection with, or as a result of, any such taking out of the compensation, if any. To the extent that the expenses exceed the compensation received, such expenses shall be deemed a Common Expense.

## ARTICLE X
## GENERAL PROVISIONS

10.01 Duration. The covenants of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, the Developer or Owner, their respective legal representatives, heirs, successors and assigns.

10.02 Amendments. Except as otherwise provided herein, this Declaration may be amended only in accordance with the following procedure:

(a) An amendment to this Declaration may be considered at any annual or special meeting of the Association; provided, however, that, if considered at an annual meeting, notice of consideration of the amendment and a general description of the terms of such amendment shall be included in the notice of the annual meeting provided for

in the Bylaws, and, if considered at a special meeting, similar notice shall be included in the notice of the special meeting provided for in the Bylaws. Notice of any meeting to consider an amendment shall also be sent to each Mortgagee listed upon the register of the Association.

(b) At any such meeting of the members of the Association, the amendment must be approved by an affirmative seventy-five percent (75%) vote of those Owners who are in attendance or represented at the meeting by proxy. At any such meeting, the Developer shall have the number of votes as provided in Section 4.02 of the Bylaws.

(c) An amendment adopted under Subsection (b) of this Section shall become effective upon its recording with the Recorder, and the President of the Association and Secretary of the Association shall execute, acknowledge and record the amendment and the Secretary shall certify on its face that it has been adopted in accordance with the provisions of this Section; provided, that in the event of the disability or other incapacity of either, the Vice President of the Association shall be empowered to execute, acknowledge and record the amendment. The certificate shall be conclusive evidence to any person who relies thereon in good faith, including any Mortgagee, prospective purchaser, tenant, lienor or title insurance company that the amendment was adopted in accordance with the provisions of this Section.

(d) The certificate referred to in Subsection (c) of this Section shall be in substantially the following form:

CERTIFICATE

I, _____ do hereby certify that I am the Secretary of Adohi Owners' Association, Inc. and that the within amendment to the Declaration of Covenants and Restrictions of Adohi Preserve was duly adopted by the Owners of said Association and the Mortgagees, if applicable, in accordance with the provisions of Section 10.02 of said Declaration.

Witness my hand this___ day of _____ 20____

_____

Secretary, Adohi Owners' Association, Inc.

(e) Notwithstanding any other provisions of this Section 10.02, until such time as the Developer has sold 100% of the Lots owned by it to a third party and Developer has assigned its interest therein to the Association as prescribed under the Bylaws, or until such other time as is prescribed by the Developer, Developer shall have the sole ability to amend this Declaration without the consent or approval of any other person.

10.03 Notices. Any notice required to be sent to any Owner or Mortgagee under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to the last known address of the Owner or Mortgagee on the records of the Association at the time of such mailing. Notice to one of two or more co-owners of a Lot shall constitute notice to all co-owners. It shall be the obligation of every Owner to immediately notify the Secretary in writing of any change of address. Any notice required to be sent to the Board, the Association or any officer thereof, or the Developer under the provisions of this Declaration shall likewise be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to such entity or person at the following address:

Lookout Forest, LLC
285 Tucker Branch Rd.
Rising Fawn, GA 30738

The address for the Board, the Association, or any officer thereof may be changed by the Board and the Board shall register the change of address with the Georgia Secretary of State.

10.04 Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

10.05 Captions. The captions herein are inserted only as a matter of convenience and for reference and are in no way intended to define, limit or describe the scope of this Declaration nor any provision hereof.

10.06 Use of Terms. Any use herein of the masculine shall include the feminine, and the singular the plural, when such meaning is appropriate. The term "including" herein means "including, without limitation,".

10.07 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

10.08 Law Governing. This Declaration is made in the State of Georgia, and any question pertaining to its validity, enforceability, construction or administration shall be determined in accordance with the laws of that State.

10.09 Effective Date. This Declaration shall become effective upon its recording in the Office of the Clerk of Superior Court of Dade County, Georgia.

## ARTICLE XI
## NON-LIABILITY OF THE DEVELOPER

The Developer shall not be liable to the Lot Owners for any mistake or judgment or for any other acts or omissions of any nature whatsoever as the Developer, except for any acts or omissions found by a Court to constitute a fraud. The Developer shall not be liable to any Lot Owner for the acts or omissions of any other Lot Owner or any third party.

**IF, NOTWITHSTANDING THE PROVISIONS ABOVE, DEVELOPER IS FOUND TO BE LIABLE TO ANY LOT OWNER, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS DECLARATION OR ANY AGREEMENT WITH A LOT OWNER, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE DEVELOPER AND THE DEVELOPER'S OFFICERS, MEMBERS AND EMPLOYEES, AND ANY OF THEM TO THE LOT OWNER AND ANYONE CLAIMING BY OR THROUGH THE LOT OWNER, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS AND EXPERT WITNESS FEES AND**

**COSTS OF ANY NATURE WHATSOEVER RESULTING FROM OR IN ANY WAY RELATED TO THE DEVELOPMENT FROM ANY CAUSE OR CAUSES SHALL NOT EXCEED THE TOTAL PROFIT RECEIVED BY THE DEVELOPER FROM THE SALE OF THE LOT OWNED BY THE LOT OWNER. IT IS INTENDED THAT THIS LIMITATION SHALL APPLY TO ANY AND ALL LIABILITIES, CLAIM OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW.**

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed this the 15 day of January, 2026.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public, State of ~~Georgia~~ Tennessee

(Seal)

County: Hamilton

my comm. exp. 8/9/2027

ASHLEY SWEENEY STATE OF TENNESSEE NOTARY PUBLIC HAMILTON COUNTY

Lookout Forest, LLC, as Developer

By:

Name: JAY MARTIN

Title: MANAGER

**SUBORDINATION OF DEED OF TRUST**
**WESBANCO BANK, INC.**

Wesbanco Bank, Inc. (the "***Lender***") hereby subordinates the (i) security deed dated January 16, 2025, and recorded on February 18, 2025 at Book 632, Page 149, in the Superior Court Clerk's Office of Dade County, Georgia; and (ii) any other security deed effective on or prior to the date of the Declaration and that encumbers a Lot or Lots in the Development (as each may be amended or modified from time to time, collectively, the "***Security Deeds***"), to the foregoing Declaration, and all future amendments, modifications, restatements, or supplemental declarations to the Declaration (collectively, the "***Declaration***").

The Security Deeds shall be subordinate to the Declaration, as fully as if the Declaration had been recorded prior to the Security Deeds. The lien of each Security Deed is junior and inferior to that of the Declaration, and notwithstanding any foreclosure of such Security Deeds, the Declaration shall continue to encumber the property described in such Security Deeds.

The priorities specified herein are applicable irrespective of the time or order of the attachment or perfection of any liens described herein or the time or order of recording the Security Deeds or Declaration described herein or the granting of or failure to give notice hereof.

Lender hereby warrants and represents to Declarant that Lender has not assigned, sold or transferred any of the Security Deeds or any interest therein, to any person or entity.

*[Signature Page Follows]*

The subordination granted herein shall be continuing, irrevocable and binding on Lender and its successors and assigns.

**WESBANCO BANK, INC.**

By: _____

Title: AVP Commercial Banker

STATE OF TENNESSEE )
)
COUNTY OF HAMILTON )

Before me personally appeared Michael Feher, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself or herself to be a vp commercial banker of WESBANCO BANK, INC., the within named bargainor, and that he or she has executed the foregoing instrument for the purposes therein contained, by personally signing the name of Wesbanco Bank, Inc.

Witness my hand and seal, at Office in Hamilton County, Tennessee, this 6th day of January, ~~2025~~ 2026

Maddie C. Steuer
Notary Public

My Commission Expires:

March 22, 2026

MADDIE C. STEUER
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY
My Commission Expires Mar. 22, 2026

## EXHIBIT A

Lots 1-20, 22-23 and 25-41 and the Community Lot of Adohi Subdivision, as shown on the Revised Plat Adohi Subdivision of record in Plat Book 4125, Page 79 in the Date Court Superior Court Clerk's Office.

E-Filed By: 01/28/2026 02:15 PM
Dade County Clerks Office Deed Book: 00648
Clerk of Courts Kathy D. Page Page: 0430

# EXHIBIT B

# BYLAWS FOR ADOHI OWNERS' ASSOCIATION, INC.

## ARTICLE I
## NAME

The following provisions shall constitute the Bylaws of ADOHI OWNERS' ASSOCIATION, INC. (the "**Bylaws**"), a Georgia nonprofit corporation (the "**Association**") which shall, along with the provisions of the Declaration of Covenants and Restrictions for Adohi Preserve, as the same may be amended from time to time (the "**Declaration**") and the rules and regulations adopted by the Board of Directors of the Association (the "**Board**"), govern the administration of Adohi Reserve, a residential development (the "**Development**"). The terms in these Bylaws (unless otherwise defined) shall have the same meaning as the terms defined in the Declaration for this Development.

## ARTICLE II
## OFFICES

The principal office of the Association shall be located at:

Adohi Owners' Association, Inc.
285 Tucker Branch Rd.
Rising Fawn, GA 30738

or at such other place either within or without the State of Georgia, as shall be lawfully designated by the Association, or as the affairs of the Association may require from time to time.

## ARTICLE III
## PURPOSES

The purpose for which the Association is organized is to operate, manage, maintain and administer the affairs of Adohi Preserve allowing to update to affairs of the Development, to be established pursuant to the Declaration, and any and all amendments thereto, and to exercise all powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration and these Bylaws, and any and all amendments thereto.

## ARTICLE IV
## ASSOCIATION

4.01 **Membership**. The Developer and every person or entity who is a record Owner of a fee simple interest or an undivided fee simple interest in any Lot which is subject to the Declaration shall be a Member of the Association, provided that any such person or entity who holds such title or interest merely as a security for the performance of an obligation shall not be a Member of the Association. Membership shall be automatically transferred to the new Owner upon the conveyance of any Lot and recording of the deed of conveyance in the Office of the Clerk of Superior Court of Dade County, Georgia. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

4.02 **Voting Rights**. (a) Except as hereinafter provided in Section 4.02(b), Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 4.01. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. When one or more co-owners signs a proxy or purports to vote for his or her co-owners, such vote shall be counted unless one or more of the other co-owners is present and objects to such vote, or if not present, submits a proxy or objects in a written instrument delivered to the Secretary of the Association before the vote is counted. If co-owners disagree as to the vote, the vote shall be split equally among the co-owners.

(b) The Developer shall be entitled to three (3) votes for each Lot owned by it.

## ARTICLE V
## THE BOARD OF DIRECTORS

5.01 **Board of Directors.** Subject to Section 5.02 of this Article hereinbelow, the administration of the Property on behalf of the Association shall be conducted by a Board of Directors ("Board") which shall consist of three (3) natural persons of legal age, each of whom shall be an Owner or a member of the household of an Owner at all times during membership on the Board. However, no Owner or member of the same household representing a Lot shall serve on the Board at the same time. If a Member is not a natural person, any officer, director, partner or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member. However, no Member may have more than one such representative on the Board at a time, except in the case of directors appointed by the Developer.

5.02 **Developer Performs Functions.** The rights, duties and functions of the Board shall be solely exercised by Developer or by a board of three (3) natural persons appointed by the Developer ("Developer's Appointed Board") until such time as the Developer in its sole and absolute discretion determines to call a special meeting of the Association to elect a Board to succeed Developer or Developer's Appointed Board pursuant to Section 5.03 hereof. Any person appointed to Developer's Appointed Board need not be an

Owner or member of the household of an Owner, and each person appointed to Developer's Appointed Board shall serve for such term as Developer in its sole discretion shall determine and at the pleasure at the Developer.

5.03 **Election.** At each annual meeting, subject to the provisions of Section 5.02 hereof, the Association shall elect those members of the Board as required under Section 5.01 who shall serve the terms set out in Section 5.04; provided, however, the members of the Board elected to succeed the Developer or Developer's Appointed Board shall be elected at a special meeting duly and specifically called for that purpose by the Developer. The Board elected at that special meeting shall serve until the next annual meeting of the Association held thereafter. The Board shall prescribe the opening date and the closing date of a reasonable filing period in which each and every eligible person who has an interest in serving as a Director may file as a candidate for any position. The Board may also establish such other rules and regulations as it deems appropriate to conduct a nomination of Directors in a fair, efficient and cost-effective manner. The Board may establish a nominating committee for the purpose of making nominations for election to the Board as it shall in its discretion determine. Nominations may also be permitted from the floor. Nomination for a position on the Board may also be made by petition filed with the Secretary of the Association at least three (3) days prior to the annual meeting of the Association.

5.04 **Term.** Members of the Board shall serve for a term of two (2) years; provided, however, that two (2) members of the first Board elected by the Association at the annual meeting thereof shall be elected and shall serve for a term of one (2) years and the other member shall be elected and serve for a term of one (1) year. Thereafter, all Board members elected each year shall serve for a term of two (2) years. The members of the Board shall serve until their respective successors are duly elected and qualified, or until their death, resignation or removal. At the time of the initial election, the two candidates receiving the most votes shall be elected for an initial term of two (2) years and the candidate receiving the third most votes shall serve for a one (1) year term. Members shall have the right to cast the number of votes equal to the number of Director spaces available. Cumulative voting is not permitted.

5.05 **Resignation and Removal.** Any member of the Board may resign at any time by giving written notice to the President, the remaining Board members or the Manager. Any member of the Board may be removed from membership on the Board by the approval of sixty-seven percent (67%) of the votes of those Members of the Association who are in attendance or represented at any annual or special meeting duly called for such purpose, except that a vacancy on the Board shall be deemed to exist in the event of the death of a Director, the disability of a Director which, in the opinion of a majority of the Board, renders such member incapable of performing Board duties, or in the event a Director shall cease to be an Owner. Whenever there shall occur a vacancy on the Board for any reason, the remaining Directors shall elect a successor Director to serve until the next annual meeting of the Association or until a special meeting is called for filling vacancies, at which time said vacancy shall be filled by the Association for the unexpired term, if any.

This Section shall not apply to Directors appointed by the Developer. The Developer shall be entitled to appoint a successor to fill any vacancy on the Board resulting

from the death, disability, or resignation of a Director appointed by or elected as a representative of the Developer.

5.06 **Compensation.** The members of the Board shall receive no compensation for their services unless expressly provided for by the Association but shall be reimbursed for reasonable expenses incurred by them in the performance of their duties.

5.07 **Powers and Authority of the Board.** The Board, for the benefit of the Property and the Association, shall have the power and authority to enforce the provisions of the Declaration, these Bylaws, and the rules and regulations governing the Property and such powers as provided by law. The Board may do or cause to be done on behalf of the Association all acts and things except those the Declaration, Bylaws or Tennessee law require to be done and exercised exclusively by the members or membership generally. Subject to any provision herein, the Board shall have the power and authority to acquire and pay for the following, which shall be deemed Common Expenses of the Association:

A. Water, sewer, garbage collection, electrical, telephone and gas and other necessary utility services for the Common Properties.

B. The services of a person or firm to manage its affairs (herein called "Manager"), to the extent deemed advisable by the Board, as well as such other personnel as the Board shall determine shall be necessary or proper for the operation of the Property, whether such personnel are employed directly by the Board or are furnished by the Manager, and to provide for compensation of such Manager and personnel where the Board deems appropriate. All persons employed to manage or assist in the management or maintenance of the Property shall be employed at the will of the Board; provided, that a manager may be employed for successive periods not exceeding a three (3) year term in each period, the Board may delegate any of its duties, powers or functions relating to the daily administrative affairs of the Association to any person or firm designated by the Board to act as Manager.

C. The services of a person or firm to provide security for the Development to the extent and in such manner (fixed or roving or a combination thereof) as allowed by law and as determined by the Board to be necessary or proper.

D. Legal and accounting services necessary or advisable in the operation of the Property and the enforcement of the Declaration, these Bylaws, and any rules and regulations made pursuant thereto.

E. Officers and Directors Liability Insurance covering the Officers and Directors of the Association acting in such capacity.

F. A fidelity bond naming the Manager, and such other persons as may be designated by the Board as principals and the Board, Association and Owners as obligees, in an amount to be determined from time to time by the Board.

G. Painting, maintenance, repair, replacement and landscaping of the Common Properties. The Board shall also have the exclusive right from time to time to acquire and dispose of by sale or otherwise and without the necessity of approval by any Owner, furnishings and equipment and other personal property for the Common Properties and to provide maintenance, repair and replacement thereof.

H. Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments that the Board is required to secure or pay for pursuant to the terms of the Declaration, these Bylaws or any Rules or Regulations promulgated hereunder or which, in its opinion, shall be necessary or advisable for the operation of the Property or for the enforcement of the Declaration, these Bylaws, or the rules and regulations.

I. The Board shall have the exclusive right to contract for all goods, services, including security personnel, and insurance, payment for which is to be made a Common Expense. The provision shall not be construed to prohibit the Board from delegating such authority to the Manager as it deems proper.

J. The Board shall prepare and adopt, in accordance with the Declaration, an annual budget establishing each Owner's share of the Common Expenses; levying and collecting such assessments from the Owners; provide for the operation, care, upkeep, and maintenance of the Common Properties; depositing all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association; provided any reserve funds may be deposited, in the Board's best judgment, in depositories other than bank; making and amending use restrictions and rules in accordance with the Declaration; opening bank accounts on behalf of the Association and designating the signatories required; making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Properties in accordance with the Declaration and these Bylaws; enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided the Association's obligation in this regard shall be conditioned in the manner provided in the Declaration; paying the cost of all services rendered to the Association; keeping books with accounts of the Association's receipts and expenditures; making available to any prospective purchaser of a Lot, any Owner, and the holders, insurers, and guarantors of any mortgage on any Lot, current copies of the Governing Documents, and all other books, records, and financial statements of the Association; permitting utility suppliers to use portions of the Common Properties reasonably necessary to the ongoing development or operation of the Property; indemnifying a director, officer, committee member, or former director, officer or committee member of the Association to the extent such indemnity is required by Georgia law, the Articles of Organization, or the Declaration; and assisting in the resolution of disputes between Owners and others without litigation, as set forth in the Declaration.

5.08 **Violations, Hearing, Sanctions**. The Association may impose sanctions for any violation of the Declaration or these Bylaws. To the extent specifically required by the Declaration, the Board shall comply with the following procedures prior to imposition of sanctions:

(a) Notice. The Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than 10 days within which the alleged violator may present a written request for a hearing to the Board; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within 10 days of the notice. If a timely request for a hearing is not made, the sanction stated in the notice shall be imposed; provided the Board may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 10-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(b) Hearing. If a hearing is requested within the allotted 10-day period, the hearing shall be held before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction under these Bylaws, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(c) Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article 5, the Board may elect to enforce any provision of the Governing Documents by self-help (specifically including, but not limited to, towing vehicles that violate parking rules) or, following compliance with the dispute resolution procedures set forth in the Declaration, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred. Any entry onto a Lot for purposes of exercising this power of self-help shall not be deemed a trespass.

5.09 **Additional Powers of the Board.** The Board shall have the right to acquire, operate, lease, manage, mortgage and otherwise trade and deal with the Common Properties as may be necessary or convenient in the operation and management of the Common Properties, and in accomplishing the purposes set forth herein. The Board or any managing agent or entity designated by the Board shall be deemed the agents of the Owners and as such shall manage, maintain and improve the Common Properties and also collect, conserve, allocate and expend money received from the Owners in a manner consistent with such agent's relationship and in conformity with the Declaration, these Bylaws and the rules and regulations.

5.10 **Meetings of the Board.** Meetings of the Board shall be held at such places within or without the State of Georgia as the Board shall determine. Two (2) members of the Board shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Board, unless otherwise specifically provided in these Bylaws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved

by at least a majority of the required quorum for that meeting. If any Board meeting cannot be held because a quorum is not present, a majority of the Directors present at such meeting may adjourn the meeting to a time certain. If a quorum is present at the reconvened meeting, any business which might have been transacted at the meeting originally called, may be transacted without further notice. Meetings of the Board shall be chaired by the President of the Association and the minutes shall be recorded by the Secretary of the Association, whether said Secretary is a member of the Board or not. The Board shall annually elect all of the officers set forth in Section 6.05 hereof. The meeting for the election of officers shall be held at a meeting of the Board to be held immediately following the annual meeting of the Association. Any action required to be or which may be taken by the Board may be taken without a meeting of the Board pursuant to a written consent, setting forth the action so taken, signed by all members of the Board.

Members of the Board may participate in a meeting of the Board by means of conference, telephone, or similar communications equipment, by means in which all persons participating in the meeting can hear each other. Participation in the meeting pursuant to this subsection shall constitute presence in person at such meeting.

5.11 **Special Meetings.** Special meetings of the Board may be called by the President of the Association or by any two (2) Board members.

5.12 **Notice of Meetings.** Regular meetings of the Board may be held without call or notice. The person or persons calling a special meeting of the Board shall, at least three (3) days before the meeting, give notice thereof to each of the other Board members by any usual means of communication. Such notice need not specify the purpose for which the meeting is called. If an agenda is prepared for such a meeting, the meeting need not be restricted to discussions of those items listed on the agenda.

5.13 **Waiver of Notice.** Any members of the Board may, at any time, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting thereof shall constitute a waiver of notice of such meeting unless a Board member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called and does so object by delivering a written document to that effect.

5.14 **Notice of Election.** After the election of the Board to succeed the Developer or Developer's Appointed Board, the Secretary of the Association shall execute and, where desirable, acknowledge and record a certificate stating the names of all of the members of the then Board, provided, that, in the event of the disability or other incapacity of the Secretary, the President of the Association shall be empowered to execute the aforesaid certificate. The certificate shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

5.15 **Fiscal Year.** The fiscal year of the Association shall be determined by the Board.

5.16 **Special Committees.** Upon transfer of the Architectural Review Committee by the Developer to the Association, the Board, by resolution duly adopted, may designate one or more special committees, including an Architectural Review Committee, each committee to consist of two (2) or more Owners appointed by the Board, which, to the extent provided in said resolution, shall have and may exercise the powers set forth in said resolution. The Board may also rescind any such resolution by a further resolution duly adopted. The Developer shall perform the functions of all Special Committees until such time as provided in Section 5.02 hereof. Such Special Committee or Committees shall have such name or names as may be determined from time to time by the Board. Such Special Committees shall keep regular minutes of their proceedings and report the same to the Board when required. The Board may appoint Owners to fill vacancies on Special Committees.

5.17 **Rules and Regulations.** The Board shall have the power and right to adopt and amend rules and regulations for the purpose of governing the details of the operation and use of the Common Properties and setting forth restrictions on, and requirements respecting the use and maintenance of the Common Properties. Copies of the Rules and Regulations shall be furnished to each Owner prior to the time the same shall become effective.

5.18 **Limitation on Capital Additions, Etc.** With the exception of the Developer's Appointed Board, the Board shall authorize no structural alterations, capital additions to, or capital improvements of the Common Properties, any of which require an expenditure in excess of Twenty-Five Thousand Dollars ($25,000.00) without approval of a majority of the votes of those Members who are present or represented at any annual or special meeting of the Association duly called for such purpose; provided, however, that the Board shall have the power to make any such structural alterations, capital additions to, or capital improvements of, the Common Properties as are necessary, in the Board's reasonable judgment, to preserve or maintain the integrity thereof without obtaining such approval, if in the opinion of the Board an emergency exists which should be corrected before a meeting of the Association could be reasonably called and held.

5.19 **Failure to Insist on Strict Performance Not Waiver.** The failure of the Board or its agents to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions in the Declaration or these By-Laws, or the Rules and Regulations or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition or restriction, right, option or notice; but such term, covenant, condition or restriction, right, option or notice shall remain in full force and effect.

5.20 **Compensation.** The Association shall not compensate any Director for acting as such unless approved by the Members. Any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors. Nothing in these Bylaws shall prohibit the Association from compensating a Director, or any entity with which a Director is affiliated, for services or supplies furnished to the Association in a capacity other than as a Director pursuant to a contract or agreement with the Association, provided that such Director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board, excluding the interested Director.

Notwithstanding the above, Directors appointed by the Developer may be employed by or otherwise transact business with the Association or its contractors.

5.21 **Rights of the Developer**. So long as there is a Developer's Appointed Board, the Developer shall have a right to disapprove any proposed action to be considered at a meeting, policy or program of the Association, the Board and any committee which, in the sole judgment of the Developer would tend to impair the rights of the Developer under the Declaration or these Bylaws, or interfere with development or construction of any portion of the Property, or diminish the level of services being provided by the Association.

(a) Notice. The Association, the Board, and each committee shall give the Developer written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting). Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Association's Secretary, and which notice shall, except in the case of the regular meetings held pursuant to the Bylaws, set forth with reasonable particularity the agenda to be followed at such meeting; and

(b) Opportunity to Be Heard. The Association, the Board, and each committee shall give the Developer the opportunity at any meeting to join in or to have its representatives or agents join in discussion from the floor of any perspective action, policy, or program which would be subject to the right of disapproval set forth in these Bylaws.

(c) No action, policy, or program subject to the right of disapproval set forth in these Bylaws shall become effective or be implemented until and unless the rights of subsections (a) and (b) have been met.

(d) The Developer, its representative, or agents, shall make its concerns, thoughts and suggestions known to the Board and/or the Members of the subject committee. The Developer may exercise its right to disapprove at any time within the ten (10) days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within ten (10) days following receipt of written notice of the proposed action. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction on behalf of any committee, the Board, or the Association. The Developer shall not use its right to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

## ARTICLE VI
## THE ASSOCIATION; MEETINGS, OFFICERS, ETC.

6.01 **Quorum.** The presence in person or by proxy at any meeting of the Association of either fifty percent (50%) of the Owners of Lots subject to assessment under the Declaration or Owners (including the Developer) entitled to cast at least twenty-five (25) votes, in response to notice to all Owners properly given in accordance with Sections 6.02 or 6.03 of these Bylaws, as the case may be, shall constitute a quorum. Unless otherwise expressly

provided herein, any action may be taken at any meeting of the Association upon the affirmative vote of persons entitled to cast a majority of the votes which are represented at such meeting.

6.02 **Annual Meeting.** There shall be an annual meeting of the Association on the first Monday of October at 6:00 P.M. at such reasonable place or such other time as may be designated by written notice by the Board delivered to the Owners not less than ten (10) days nor more than sixty (60) days prior to the date fixed for said meeting. Annual meetings may be conducted electronically (i.e. via the internet, or teleconference) if, and to the extent, permitted by law. At or prior to the annual meeting, the Board shall furnish to the Owners: (1) a budget for the coming fiscal year that shall itemize the estimated Common Expenses of the coming fiscal year with the estimated allocation thereof to each Owner; and (2) a statement of the Common Expenses itemizing receipts and disbursements for the previous and, if then available, for the current fiscal year, together with the allocation thereof to each Owner.

6.03 **Special Meeting.** Special meetings of the Association may be held at any time and at any reasonable place to consider matters which, by the terms hereof, require the approval of all or some of the Owners, or for any other reasonable purpose. Special meetings shall be called by a majority of the Board, or by at least twenty-five percent (25%) of the Owners by written notice, delivered to all Owners not less than thirty (30) days prior to the date fixed for said meeting. The notice shall specify the date, time and place of the meeting, and the matters to be considered. No business shall be transacted at a special meeting except as stated in the notice.

6.04 **Parliamentary Rules.** Robert's Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with these Bylaws or other such rules adopted by the Board.

6.05 **Officers.** The officers of the Association shall be a President, Secretary, and Treasurer. The Developer shall, in its sole discretion, designate individuals to fill these positions during the period that the Developer or Developer's Appointed Board is performing the functions of the Board pursuant to Section 5.02 hereof. Such officers designated by the Developer need not be Owners, and may be removed and replaced by the Developer at will. The Developer shall determine the scope of the authority of each such designated officer.

A. **President.** The President shall preside at all meetings of the Association and of the Board and may exercise the powers ordinarily allocable to the presiding officer of an association, including the appointment of committees.

B. **Secretary.** The Secretary shall keep the minutes of all proceedings of the Board and of the meetings of the Association and shall keep such books and records as may be necessary and appropriate for the records of the Association and the Board, including the minute book wherein the resolutions shall be recorded.

C. **Treasurer.** The Treasurer shall be responsible for the fiscal affairs of the Board and the Association, but may delegate the daily handling of funds to the Manager and accounting to accountants selected by the Board.

6.06 **Notice of Meetings**. Written or printed notice stating the place, date and hour of any meeting of the Members shall be posted or delivered either personally or by mail to each Owner entitled to vote at such meeting, not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. Posted notice shall be in a conspicuous place within the Property, which the Association establishes for the posting of notices relating to the Association. If mailed, the notice shall be deemed to be delivered when deposited in the United States Mail addressed to the Owner at his/her address as it appears on the Association's records, with postage prepaid. Any owner may waive, in writing, notice of any meeting to that Member, before or after such meeting. Attendance at a meeting by an Owner shall be deemed waiver by such Owner of notice of the time, date and place of such meeting, unless such Owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted at such meeting unless as to a particular item of business an objection on the basis of lack of proper notice is raised before the particular item of business is put to a vote.

6.07 **Adjournment of Meeting.** If the Association cannot hold a meeting because a quorum is not present, a majority of the Members who are present at such meeting may adjourn the meeting to a time certain. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken is approved by at least the votes required to constitute a majority vote of the previous quorum present at the meeting.

6.08 **Proxies**. Members are entitled to cast a vote for his or her Lot, such vote may be cast in person or by proxy, subject to the limitations of Georgia law relating to the use of general proxies and subject to any specific provisions to the contrary in the Declaration or these Bylaws. Every proxy shall be in writing specifying the Lot for which it is given, signed by the Member or his duly authorized attorney-in-fact, dated, and filed with the Association's Secretary prior to the meeting for which it is to be effective. Each proxy shall be revocable and shall automatically cease upon: (a) conveyance of any Lot for which it was given, (b) receipt by the Secretary of written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who is a natural person, from the date of the proxy, unless a shorter period is specified in the proxy.

6.09 **Action without a Meeting**. Any action that may be taken at any annual, regular, or special meeting of Members may be taken without a meeting if the Association delivers a ballot in writing or by electronic transmission to every Member entitled to vote on the matter. A ballot in writing or by electronic transmission shall:

(a) Set forth each proposed action; and

(b) Provide an opportunity to vote for or against each proposed action.

Approval by ballot in writing or by electronic transmission shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

All solicitations for votes by ballot in writing or by electronic transmission shall:

(a) Indicate the number of responses needed to meet the quorum requirements;

(b) State the percentage of approvals necessary to approve each matter other than election of directors; and

(c) Specify the time by which a ballot must be received by the Association in order to be counted.

A ballot in writing or by electronic transmission may not be revoked.

## ARTICLE VII
## LIABILITY AND INDEMNIFICATION

7.01 **Liability of Members of the Board and Officers.** The members of the Board, the officers and any agents and employees of the Association shall: (i) not be liable to the Owners or Association as a result of their activities as such for any mistake of judgment, or otherwise, except for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (ii) have no personal liability to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Owners in their capacity as such; (iii) have no personal liability in tort to an Owner or any other person or entity direct or imputed by virtue of acts performed by them as Board members and/or officers except for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; and (iv) have no personal liability arising out of the use, misuse or condition of the Common Properties, or which might in any other way be assessed against or imputed to them as a result or by virtue of their capacity as such Board members and/or officers, provided this does not eliminate or limit the liability of a Director for any breach of the Director's duty of loyalty to the corporation or its members or under Sections 14-3-860 and 14-3-864. If Georgia law is amended or modified to authorize corporate action eliminating or further limiting the personal liability of Directors, the liability of

a Director of the corporation shall be eliminated or limited, without the necessity of further amendment of this Charter, to the fullest extent permitted by Georgia law. Any repeal or modification of the provisions of this Article VII shall not adversely affect any right or protection of a Director of the Association existing at the time of such repeal or modification.

7.02 **Indemnification by Association.** To the extent now or hereafter permitted by applicable law, the Association shall indemnify and hold harmless any person, his heirs and personal representatives, from and against any and all personal liability, and all expenses, including counsel fees and court costs, incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative instituted by any one or more Owners or any other persons or entities, to which he shall be or shall be threatened to be made a party by reason of the fact that he is or was a member of the Board or an officer or agent or employee of the Association; provided, in the case of any settlement, that the Board shall have approved the settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or by vote of the Association of the Board, or otherwise. The indemnification by the Association set forth in this Article VII shall be paid by the Board on behalf of the Association and shall constitute a Common Expense.

7.03 **Costs of Suit in Actions Brought by One or More Owners on Behalf of All Owners.** No suit shall be brought by one or more but less than all Owners on behalf of all Owners without approval of a majority of Owners and, if approval is obtained, the plaintiffs' expenses, including reasonable counsel's *fees* and court costs, shall be a Common Expense unless such suit is brought by one or more Owners against other Owners, the Association or against the Board, the officers, employees, or agents thereof, in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all Owners as defendants, in which event the plaintiffs' expenses, including counsel's fees and court costs, shall not be charged as a Common Expense.

7.04 **Notice of Suit and Opportunity to Defend.** Suits brought against the Association, or the Board, or the officers, employees or agents thereof, in their respective capacities as such, or the Property as a whole, shall be directed to the President of the Association, who shall promptly give written notice thereof to the other members of the Board and any Mortgagees, and shall be defended by the Board, and the Association and all Owners shall have no right to participate other than through the Board in such defense. Suits against one or more, but less than all Owners shall be directed to such Owners, who shall promptly give written notice thereof to the Board and to the Mortgagees of the Lots affected, and shall be defended by such Owners at their expense.

## ARTICLE VIII
## GENERAL PROVISIONS

8.01 **Businesses.** Nothing contained in these Bylaws shall be construed to give the Board the authority to conduct any business for profit on behalf of the Association or any Member.

8.02 **Amendment.** These Bylaws may be amended, modified, or revoked in any respect from time to time by Developer prior to the election of the first Board and thereafter by not less than sixty-seven percent (67%) of the votes of those Members of the Association who are present or represented at a meeting duly called for that purpose, PROVIDED, HOWEVER, that the contents of these Bylaws shall always contain those particulars which are required to be contained herein by the laws of the State of Georgia. At any such meeting the Developer shall have the number of votes as provided in Section 4.02 hereof. Notwithstanding the foregoing, after the election of the first Board, amendments to change the address of the principal office of the Association as stated in Article II and/or to change the address to which notices may be sent to the Board, the Association, or any officer thereof as stated in Section 8.03 may be made by the Board without the necessity of a vote by the Members of the Association. In the event of any such amendment by the Board to change the address of the principal office of the Association and/or the address to which notices may be sent to the Board, the Association, or any officer thereof, the Secretary shall send a copy of the amendment to each of the Owners within a reasonable time after the adoption of the amendment. Amendments to these Bylaws shall not be required to be recorded with the Recorder's office but must be kept on file with the Developer or the Secretary and available to all Owners upon written request.

8.03 **Notices.** Any notice required to be sent to any Owner under the provisions of these Bylaws shall be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to the last known address of the Owner on the records of the Association at the time of such mailing. Notice to one of two or more co-owners of a Lot shall constitute notice to all co-owners. It shall be the obligation of every Owner to immediately notify the Secretary in writing of any change of address. Any notice required to be sent to the Board, the Association or any officer thereof, under the provisions of these Bylaws shall likewise be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to such entity or person at the following address:

Adohi Owners' Association, Inc.
285 Tucker Branch Rd.
Rising Fawn, GA 30738

8.04 **Conflict.** In the event of any conflict between these Bylaws and the provisions of the Charter, the Charter shall control and govern. In case of any conflict between the Declaration and these Bylaws, the Declaration shall control and govern.

8.05 **Nonwaiver of Covenants.** No covenants, restrictions, conditions, obligations or provision contained in the Declaration or these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

8.06 **Agreements Binding.** All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and these Bylaws shall be deemed to be binding on all Owners, their heirs, successors and assigns.

8.07 **Severability.** The invalidity of any covenant, restriction, condition, limitation or any other provisions of these Bylaws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these Bylaws.

8.08 **Books and Records.** The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Charter and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable costs.

## ADOPTION OF BYLAWS

The undersigned, as the Developer of the Property, hereby adopts the foregoing Bylaws of the Association this 16 day of January, 2026.

**Lookout Forest, LLC,** a Georgia limited liability company

By: _____
Jay Martin, as its President