

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
BENT TREE**

**ARTICLE I
DEFINITIONS**

Section 1. Definitions. The following words, when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit), shall have the following meanings:

(a) "Bent Tree" shall mean and refer to that certain resort community known as Bent Tree which is being developed on real property now owned by Declarant in Pickens County, Georgia, together with such additions thereto as may from time to time be designated by Declarant.

(b) "Common Properties" shall mean and refer to those recreational and other common facilities in Bent Tree, such as a clubhouse complex, golf course, lake, stable and corral, parks, playgrounds, picnic areas, greenbelts, walkways, open spaces, and roads which are designated from time to time by Declarant for the common use and enjoyment of the residents of Bent Tree.

(c) "Lot" shall mean and refer to any numbered plot of land comprising a single dwelling site designated on any plat of survey recorded in the Office of the Clerk of the Superior Court of Pickens County, Georgia (or any adjoining county), now or hereafter made subject to this Declaration.

(d) "Property Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any lot, excluding, however, Declarant and those persons who shall have such interest merely as security for the performance of an obligation.

(e) "Person" shall mean and refer to a natural person, as well as a corporation, partnership, association, trust, or other legal entity.

(f) "Family Unit" shall mean a natural person, his or her spouse, and all their unmarried children under twenty-one (21) years of age.

(g) "Mortgage" shall include chattel mortgage, bill of sale to secure debt, deed to secure debt, deed of trust, and any and all other similar instruments given to secure the payment of an indebtedness.

(h) "Declarant" shall mean and refer to Bent Tree Community, Inc., a Georgia Corporation, its successors and assigns.

(i) The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

**ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION**

Section 1. Property Hereby Subjected To This Declaration. The lots which are, by the recording of this Declaration, subjected to the covenants, restrictions, easements,

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assessments, and liens hereafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration are all those lots submitted to Original Declarations as set forth in the preamble of this amended Declaration.

Section 2. Other Property. Only the lots described in Section 1 of this Article II are hereby made subject to this Declaration; provided, however, Declarant reserves the right to subject other real property in Bent Tree to covenants and restrictions as provided in Article VIII hereof.

**ARTICLE III
COMMON PROPERTIES**

Section 1. Ownership and Control. The ownership of all the Common Properties, including the facilities thereon, shall be exclusively in the Declarant and no other person shall, by the recording of this Declaration, by the recording of the aforementioned plats of survey, or by any permissive use, have any proprietary right, title, or interest in and to the Common Properties. Except as herein expressly provided to the contrary. Declarant shall have complete and sole control and authority to manage and operate the Common Properties in such manner as it sees fit, including, but not limited to, the right to formulate rules and regulations regarding the use thereof, and the right to determine the persons entitled to use the same.

Section 2. Use and Enjoyment.

(a) Privileges. Subject to the provisions of this Declaration and the payment of all assessments, fees and other charges provided for in this Declaration, all of which shall constitute a lien upon each respective Lot under Article IV hereof, the Property Owner of each Lot subject to assessments under Article IV hereof shall have the automatic privilege to designate one Family Unit to use and enjoy the Common Properties. Such automatic privilege to use and enjoy the Common Properties shall be exercisable by only one Family Unit for each such lot at any given time, and, regardless of the number of Property Owners who shall own an interest in any such lot at any given time, such automatic privilege shall not be otherwise construed. A Property Owner shall follow the procedures established from time to time by Declarant in designating the Family Unit which is to exercise the privilege of using and enjoying the Common Properties.

(b) Liability. Declarant shall be free and clear of any and all liability to or claims by all lot owners and all persons and entities, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on or in respect of the use and operation of the Common Properties or any of its improvements, fixtures, and facilities. It shall be the affirmative duty and responsibility of each lot owner, and user of the Common Properties and facilities to continually inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the Common Properties and its improvements and facilities shall use, enjoy, and visit the same at their own risk.

Section 3. Duration of Privilege. The automatic privilege to designate one Family

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Unit to use and enjoy the Common Properties shall run with the title to the lot. Therefore, in the event of the conveyance of a lot to another property owner, the privilege of the former Property Owner to designate the Family Unit which is to exercise the privilege of using and enjoying the Common Properties shall cease upon written notice of such event to Declarant by the New Property Owner, and the new Property Owner shall have such automatic privilege; provided, however, Declarant shall not be required to honor such written notice unless and until the new Property Owner shall furnish to Declarant a copy of his deed or other conveyance, as the same appears of record, evidencing his ownership of such lot.

Section 4. Suspension of Privilege. Declarant shall have the right to suspend the privilege to use and enjoy the Common Properties in respect to any lot for which any assessment is delinquent, whether the personal obligation to pay the same is that of the present Property Owner or a previous Property Owner, or for the infraction of Declarant's published rules and regulations.

Section 5. Charges Other Than Assessments. In addition to the assessments provided for in the Article IV hereof, the payment of which are not dependent on actual use of the Common Properties, Declarant, acting through its Board of Directors, reserves the right to charge, and change from time to time the following fees, either separately or in combination, for use of the amenities or portions of the Common Properties:

- a) "Annual General User Fee": an annual general user fee for use of one or more amenities or portions of the Common Properties (hereinafter referred to as the "Annual General User Fee").
- b) "Specific User Fee": specific user fees for actual use of a particular amenity or portion of the Common Properties.

**ARTICLE IV
ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each lot now or hereafter subjected to this Declaration is subject to a lien and permanent charge in favor of Declarant for the annual assessments, special assessments, and other assessments and charges provided for in this Declaration. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a permanent charge and continuing lien upon the lot against which it relates, and shall also be the joint and several personal obligation of each Property Owner of such lot at the time the assessment fell due, and each such Property Owner hereby covenants, and by acceptance of a deed or other conveyance therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the same to Declarant as and when due.

(a) In addition, notwithstanding Article III, Section 5 and Article IV, Section 2, the Declarant shall have the authority to charge a new home construction fee to offset the impact of the costs on Bent Tree Community, Inc. facilities. The initial new home construction fee shall be \$1,000.00 for new homes commenced during the calendar year in which this paragraph shall become effective and may be increased for each calendar year in an amount not greater than the percentage increase in the Consumer Price Index as set forth in Article IV, Section 2 (b) The new home construction fee must be submitted with the plans for the home as required above. No written approval of the plans and specifications may be

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issued until this fee is paid. In the event the plans and specifications are not approved, the new home construction fee shall be returned with the notice of the disapproval.

Section 2. Amount of Assessments:

(a) Definitions. For purposes of the payment of assessments set forth in this Section 2, lots shall be assigned to one of the three categories defined below.

(i) "Improved Lot" shall mean a Lot on which a residence has been constructed and which is connectable to the water supply furnished by Declarant to the residencies within Bent Tree.

(ii) "Unimproved Lot" shall mean a Lot which does not contain a residence and which is not connected to the water supply furnished by Declarant to the residencies within Bent Tree and has not qualified as unbuildable under the definition of Unbuildable Lot set forth in this Declaration. This shall include all such lots purchased after April 27, 1984.

(iii) "Unbuildable Lot" shall mean a Lot, purchased prior to April 27, 1984, which cannot be permitted for a septic tank as determined by the Pickens County Health Department or does not meet the requirement of minimum square footage of a house (as per Article V).

(b) Assessments. Commencing with the calendar year 2016, the annual general assessments (hereinafter referred to as the "General Assessments") payable to Declarant shall be \$1625 for each Improved Lot, \$500 for each Unimproved Lot and \$500 for each Unbuildable Lot. In succeeding years, the General Assessments payable to the Declarant may be increased by the Declarant, acting through its Board of Directors, as follows:

(i) for each Improved Lot, in an amount not greater than the percentage increase, plus 2% (rounded up to the nearest dollar) in the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the Bureau of Labor Statistics of the United States Department of Labor, Atlanta, Georgia; and

(ii) for each Unimproved Lot and each Unbuildable Lot, in an amount not greater than the percentage increase (rounded up to the nearest dollar) in the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the Bureau of Labor Statistics of the United States Department of Labor, Atlanta, Georgia.

All items (1967=100) ("CPI") or the local index as may from time to time cover the Atlanta metropolitan area, or if determined by the increase in the CPI from June 1 of the year prior to the preceding year to May 31 of the preceding year. In the event the CPI index is discontinued, any index selected by the Board of Directors of Declarant and published by a department or agency of the United States Government, or, in the event that no such index is published, such substituted prepared by an appropriate government, corporation or other entity as shall be chosen by the Board of Directors of the Declarant may be substituted. Unless otherwise increased by an amendment to this Declaration in the manner specified in Section 2 Article IX hereof, the General Assessment on any lot now or hereafter subject to this Declaration shall not be increased above the amounts herein specified.

(c) Capital Improvement Assessment. Commencing with the calendar year 2016, in addition to other assessments and charges provided for in this Declaration, there shall be an annual assessment for Capital Improvements (hereinafter referred to as the

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"Capital Improvement Assessment") payable to the Declarant to be placed in a reserve fund to be used specifically for improved or expanding the water system within Bent Tree. The Capital Improvement Assessment for the calendar year 2016 shall be \$150 per each Improved Lot and \$112 per each Unimproved Lot, except that, beginning in 2016, this assessment shall not be charged to Unbuildable Lots as defined in Article IV, Section 2(a) of this Declaration. The Capital Improvement Assessment may be increased by the Declarant subject to the same limitations imposed on General Assessments in Section 2(b) of this Article. These funds for capital improvements shall only be used for the water system unless use of the funds for other capital improvements is approved by resolution of the Board of Directors of the Declarant and is approved at an annual or special meeting of the Declarant by at least two-thirds (2/3) of the total vote present, either in person or by proxy.

(d) Capital Maintenance & Replacement Assessment. In addition to all other assessments and charges provided for in this Declaration or in Georgia law, beginning January 1, 2016, and continuing annually thereafter, there shall be an assessment against each Lot subject to this Declaration, except those owned by Declarant, a Capital Maintenance and Replacement Assessment. The Capital Maintenance and Replacement assessment shall be used by the BTCI specifically for capital maintenance and replacement of the Common Properties, as determined necessary or appropriate by the Board of Directors. The amount of the Capital Maintenance and Replacement Assessment for the calendar year following passage of this amendment shall be \$350 for Improved Lots and \$116 for Unimproved Lots. This assessment may be increased by the Board of Directors annually subject to the same limitations on General Assessments in Section 2(b) of this Article.

The Board of Directors shall deposit the Capital Maintenance and Replacement Assessments in three separate reserve funds to be distributed and used exclusively in accordance with the following formula:

Road Paving Reserve Fund	25%
Equipment Replacement Reserve Fund	30%
Buildings and Other Facilities Reserve Fund	45%

The Board of Directors may authorize use of Capital Maintenance and Replacement Funds outside the scope of their designation as set forth above temporarily to make emergency repairs to, or replacement of, the Common Properties or other Declarant property damaged by fire, windstorm, hail, vandalism, explosion, or other natural disaster, in which case the full amount of Capital Maintenance and Replacement Funds used for such emergency repairs or replacement must be replaced within six months.

(e) Special Assessments. In addition to all other assessments and charges authorized under this Declaration or Georgia law, and notwithstanding anything to the contrary in this Declaration, Declarant, by majority vote of its Board of Directors, may levy special assessments for the purpose of defraying in whole or in part the costs of any reconstruction, maintenance, repair and/or replacement of the Common Properties and capital improvements thereon, including but not limited to the necessary fixtures and personal property related thereto, or to provide for the necessary facilities and equipment to offer the services and amenities authorized herein and/or in the By-Laws of Declarant (hereinafter collectively "Capital Maintenance and Repair"). In accordance with the terms of this Declaration and the Bylaws, Declarant may borrow funds for Capital Maintenance and

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Repair and other purposes, and, by majority vote of its Board of Directors, Declarant may levy special assessments hereunder to repay any loan made to Declarant for Capital Maintenance and Repair hereunder.

Special assessments authorized under this Section for Capital Maintenance and Repair may only be levied if the Declarant's Board of Directors reasonably determines that:

(i) The Capital Maintenance and Repair results from unexpected circumstances, emergency occurrences, or natural disasters, including but not limited to fire, windstorm, hail, flood, explosions, vandalism, governmental directives or requirements, actions required by law, catastrophic failure of all or part of the Common Properties, or related causes, and the costs necessary to fund the Capital Maintenance and Repair are not fully reimbursed by proceeds paid or payable to the Declarant under any insurance policy maintained by the Declarant on the Common Properties and;

(ii) The aggregate costs for the Capital Maintenance and Repair special assessment is at least \$40,000.00, increased annually for inflation after the effective date of this Section 2(e), using the CPI calculation as set out in Section 2(b) above; and

(iii) Special assessments in any calendar year may not be greater than 10% of the General Assessment levied in that calendar year against all Property Owners as authorized in this Declaration; and

(iv) Special assessments for Capital Maintenance and Repair hereunder are not intended to be levied to supplement the Declarant's annual operating budget, which is derived by ordinary calculations for the revenues and costs involved in Declarant's normal operations and maintenance, but instead, may only be levied to address extraordinary circumstances identified above to provide additional funding to maintain the level of services and Common Properties contemplated by this Declaration.

In addition to the special assessments for Capital Maintenance and Repair which may be approved by Declarant's Board of Directors above, Declarant may levy special assessments for other purposes; however, any such other special assessments must first be approved by at least a majority of Declarant's Board of Directors and at least two thirds of the votes cast by eligible Property Owners who are voting either: (i) in person or by proxy at a duly called meeting of the Property Owners; or (ii) by action in lieu of a meeting in accordance with the Georgia Nonprofit Corporation Code, O.C.G.A. Section 14-3-1, *et seq.*

Section 3. Due Dates of Annual Assessments. All General Assessments and Capital Improvement Assessments shall be due on January 1st of each year commencing in 1990, but shall not be considered delinquent if paid in full by March 1st of each such year. However, the Board of Directors of the Declarant may by resolution provide for payment of one or both of these annual assessments by installment payments due on the date and in the amount set by the Board of Directors, which may include an additional, reasonable service charge for servicing the installment payments. Declarant shall, upon demand at any time, furnish to any Property Owner liable for any such assessment a certificate in writing signed by an officer of Declarant, setting forth whether the same has been paid. A reasonable

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charge, as determined by Declarant, may be made for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 4. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner: The Lien; Remedies of Declarant. If an assessment is not paid on the date when due, as hereinabove provided, then such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge and continuing lien on the lot to which it relates, and shall bind such property in the hands of the then Property Owner, his heirs, legal-representatives, successors, and assigns. The personal obligation of the then Property Owner shall nevertheless remain as fully obligated as before to pay to Declarant any and all amounts which he was obligated as before to pay immediately preceding the transfer; and such prior Property Owner and such successor-in-title assuming such liability shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such prior Property Owner and such successor-in-title creating the relation of principle and surety as between themselves or creating any relationship as between themselves other than one by virtue of which such prior Property Owner and such successor-in-title would be jointly and severally liable to pay such amounts.

Any such assessment not paid by the delinquency date, as herein above provided shall bear interest from the date of delinquency at the maximum rate allowable under Georgia law and Declarant may bring legal action against the Property Owner personally obligated to pay the same and/or foreclose its lien against the lot to which it relates. In any action by Declarant to collect any assessment, charge or fee owed hereunder, Declarant shall be entitled to recover from the delinquent Property Owner all costs of collection, including its reasonable attorneys' fees actually incurred. Each Property Owner, by his acceptance of a deed or other conveyance to a lot, vests in Declarant or his agent the right and power to bring all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien in any appropriate proceeding in law or in equity. Declarant shall have the power to bid in the lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Property Owner may be relieved from liability for the assessments provided for herein by non-use of the Common Properties or by abandonment of his lot, or otherwise.

Section 5. Subordination of the Charges and Liens to Mortgages. (a) The lien and permanent charge of the annual assessments, special assessments, and other assessments and charges provided for in this Declaration (together with interest thereon and costs of collection) authorized herein with respect to any lot is hereby made subordinate to the lien of any mortgage placed on such lot if, but only if, all such assessments with respect to such lot having a due date on or prior to the date such mortgage is filed for record have been paid. The lien and permanent charge hereby subordinated is only such lien and charge as relates to assessments authorized hereunder having a due date subsequent to the date such mortgage is filed for record and prior to the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the mortgaged property pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgaged property pursuant to a sale under power contained in such mortgage.

(b) Such subordination is merely a subordination and shall not relieve the Property Owner of the mortgaged property of his personal obligation to pay all assessments coming due at a time when he is the Property Owner; shall not relieve such property from the lien

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and permanent charge provided for herein (except to the extent a subordinated lien and permanent charge is extinguished as a result of such subordination as against a mortgagee or such mortgagee's assignee or transferee by foreclosure or by sale or transfer in any proceeding in lieu of foreclosure or by sale under power); and no sale or transfer of such property to the mortgagee or to any other person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure, or pursuant to a sale under power, shall relieve any existing or previous Property Owner of such property of any personal obligation, or relieve such property of the then and subsequent Property Owners from liability for any assessment provided for hereunder coming due after such sale or transfer.

(c) Notwithstanding the foregoing, Declarant may at any time, either before or after any mortgage or mortgages are placed on such property, waive, relinquish or quit-claim in whole or in part the right of Declarant to assessments provided for hereunder with respect to such property coming due during the period which such property is or may be held by a mortgagee or mortgagees pursuant to such sale or transfer.

Section 6. Exempt Property. Each lot which is now or hereafter made subject to this Declaration shall be exempt from the assessments, charges and liens created herein while owned by Declarant. All Common Properties, including any lot which may be designated for use as such by Declarant, shall be exempt for the assessments, charges and liens created herein.

**ARTICLE V
ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS**

The following architectural, maintenance, and use restrictions shall apply to each and every lot now or hereafter subjected to this Declaration.

Section 1. Purpose. The primary purpose of the architectural controls set forth herein is to protect and preserve property values in Bent Tree by maintaining architectural and aesthetic harmony and compatibility among the lots and the structures and improvements on the lots at Bent Tree. The architectural standards may be designed and applied to reflect that lots within Bent Tree and the dwellings constructed or to be constructed upon them are of varying sizes, values, topographies, and locations and that improvements and modifications suitable for one lot may be inappropriate for another lot. Therefore, the Architectural Committee (as described below) is authorized to adopt as appropriate, varying standards, sizes, values and layouts of lots and improvements located thereon within Bent Tree.

Section 2. Architectural Committee. The Board shall have the authority to direct the AC and appoint, remove, and replace members of the AC at will. Subject to the Board's right to establish or approve policies, regulations and/or guidelines and to review appeals hereunder, the Architectural Committee (hereinafter sometimes referred to as the "AC") shall have exclusive jurisdiction over:

- (a) all original construction of all dwellings and other structures and improvements (both above and below grade), and related clearing and grading on any lot or portion of the Common Properties;
- (b) all other exterior or visible modifications, additions, or alterations on lots or

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portions of the Common Properties, including those made on or to existing structures on lots; and

(c) all maintenance, repair or replacement of exterior portions of dwellings or other improvements on lots or the Common Properties, including but not limited to repainting in original colors or replacement of exterior building materials, to ensure that such materials, color and/or design continue to be in conformity with the standards set forth in this Declaration and the guidelines of the AC. Repainting of existing dwellings in exterior colors previously approved shall be permitted.

Section 3. Architectural. In an effort to protect the total community, no Property Owner, occupant, or any other person may commence, make or maintain any exterior alteration, improvement, or construction to a lot or the Common Properties, without first obtaining the written approval of the AC. Exterior alteration, improvement or construction shall include, but not be limited to, exterior painting, replacement of damaged or destroyed exterior building materials, installation of lighting (except for reasonable seasonal decorations), paving, clearing or grading, the construction of a dwelling and other improvements.

In considering the request for approval of such improvements, the AC may, in addition to the other factors set forth in this Article, consider any factor it deems necessary, including but not limited to aesthetic considerations, materials to be used, harmony with the external design of existing buildings, lots and structures within any geographic locale in Bent Tree deemed appropriate by the AC, the location in relation to surrounding lots and structures, and the surrounding topography. The AC may, subject to Board approval, publish standards and guidelines governing all such alterations, improvements and construction.

Section 4. Application for AC Approval. Applications to engage in or conduct any activity for which approval of the AC is required shall be in writing and shall provide such information as the AC may reasonably require. The type of information required by the AC may include without limitation complete copies of any governmental permits applicable and final plans and specifications showing the nature, kind, shape, height, materials, basic exterior finishes, colors, and location of improvements, site plans (including registered surveyor plat showing topographical lines) and floor plans thereof, and detailed drawings showing front, side and rear elevations thereof. Subject to the appeal rights in Section 7 below, the AC shall be the sole arbiter of such application, including aesthetic considerations.

Section 5. Approval or Disapproval. The AC or its designated representative shall approve or disapprove an application within forty-five (45) days after the application and all information as the AC may reasonably require have been submitted in full. However, even if the requirements of this Section are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Declaration, the By-Laws, or the Rules and Regulations of Bent Tree.

Section 6. Conditional Approval or Disapproval of Application by AC. The AC may approve or disapprove any application to the AC either (1) outright or (2) subject to such conditions (restrictive or affirmative) as the AC may determine will enhance, preserve, and protect Bent Tree property values, be consistent with the spirit and integrity of these architectural controls, and minimize disturbances from such approved construction. Such conditions of approval and restrictions on approval shall run with the land and be binding upon successor Property Owners. Property Owners and contract purchasers may, upon at

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least five (5) days written request, review any letters of approval and/or plans and specifications for approved improvements maintained in the AC's records.

Section 7. Appeal. If the AC or its designated representative disapproves any application or part thereof for the construction of an original dwelling on a lot, the Property Owner shall have the right to appeal the AC's decision to the Board of Directors. The Board of Directors shall rule on the appeal within forty-five (45) days of receiving written notice requesting an appeal from the Property Owner. In ruling on the appeal, the Board shall consider all relevant materials presented to it by either the Property Owner or the AC, including the decision of the AC and the application of the Property Owner to the AC. The Board of Directors shall have the final authority to approve, disapprove or conditionally approve the application of the Property Owner. If the Board does not receive written notice by certified mail requesting an appeal within forty-five (45) days from the date of the AC's notice to the Property Owner of its decision, the decision of the AC shall become final and all rights of appeal shall terminate and thereafter be void.

Section 8. Approval of Builders by AC. Any builder must, before beginning construction on any lot, be approved by the AC as to financial stability, history of compliance, if applicable, with the Declaration in performing other construction work at Bent Tree, building experience, ability to build houses or other structures of the class and type approved by the AC for such lot, and such other factors as may be determined by the Board or AC to be reflective of the builder's quality or ability. Financial data, as deemed necessary by the AC, must be submitted to the AC. Each builder performing any work within Bent Tree shall be responsible and liable to Bent Tree Community, Inc. for its actions and the actions of its agents, subcontractors and employees within Bent Tree. Each such builder shall ensure full compliance by its agents, subcontractors and employees, with this Declaration and all rules, regulations or guidelines of Bent Tree Community, Inc.

Section 9. Architectural Standards May Change Over Time. Each Property Owner acknowledges that the membership on the Board and the AC and their views on how to best protect and enhance Bent Tree may change over time. Accordingly, the type, nature, interpretation, application and enforcement of the architectural standards may vary over time. The approval of either the Board or the AC of any proposals, plans, specifications, or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board or the AC shall not be deemed to limit or constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans, specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

Section 10. Limitation of Liability Regarding Architectural Approval. Review and approval of any application pursuant to this Article may be made on any basis, including solely the basis of aesthetic considerations, and neither the Board nor the AC shall bear any responsibility for ensuring the quality, design, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither Bent Tree Community, Inc., the Board, the AC or any member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any lot.

Section 11. Commencement of Construction. No construction on any lot (including clearing or grading) shall be commenced without first obtaining an impact permit

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from BTCI. Outside construction shall be between the hours of 7:30 a.m. and 6:30 p.m. weekdays and 8:00 a.m. through 4:00 p.m. Saturday. There shall be no outside construction on Sundays or Holidays. This provision shall include, but not be limited to, the cutting of trees - except as provided in section 21, paragraph 4.

Section 12. Completion of Construction and Occupancy of Dwelling. All construction of the exterior of a dwelling and other related improvements on a lot, including but not limited to driveways, walkways and retaining walls shall be completed within twelve (12) months from the date on which the permit is issued by the AC, and the AC may require that alterations or modifications to existing structures or improvements be completed within six (6) months of the date on which the permit is issued by the AC. As a prerequisite to approval of the construction for each house, the AC may require the builder or Property Owner to provide a letter of credit against which Bent Tree Community, Inc. may draw funds to complete any approved dwelling or other exterior improvements which are not completed within the required time period hereunder. All costs thereof exceeding any funds provided under the letter of credit shall be an assessment against the Property Owner and lien against the Property Owner's lot. Before any dwelling may be occupied, the exterior thereof must be completed and an occupancy permit must be obtained from Bent Tree Community, Inc.

Section 13. Resolution. Any construction, alteration or other work done in violation of this article shall be deemed non-conforming and shall authorize Bent Tree Community, Inc. to enjoin such violation and to recover damages therefrom, including attorney's fees incurred in enforcing the Declaration, in addition to such other remedies as provided herein. Upon written request from the Board, the Property Owner shall, at its own cost and expense, remove such construction, alteration, or other work and shall restore the lot to substantially the same condition as existed prior to the construction, alteration, or other work. Should a Property Owner fail to remove and restore as required hereunder, the Board or its designees shall have the right, in addition to the other rights set forth in this Declaration, to enter the lot, remove the violation, and restore the lot to substantially the same condition as existed prior to the construction, alteration or other work. All costs thereof, including reasonable attorney's fees may be assessed against such lot and collected as an assessment pursuant to this Declaration. Additionally, all costs incurred by Bent Tree Community, Inc., in compelling any Property Owner to make required repairs or remove debris hereunder, or costs incurred by Bent Tree Community, Inc., in performing such work if the Property Owner fails to do so, shall be an assessment against such Property Owner and lot.

Any contractor, subcontractor, agent, employee or other invitee of a Property Owner who fails to comply with the terms and provisions of this Article and the architectural guidelines and standards issued by the AC may be excluded by the Board from Bent Tree. In such event, neither Bent Tree Community, Inc., its officers, directors or agents shall be held liable to any person for exercising the rights granted by this Article.

No Property Owner, occupant, contractor, subcontractor, agent, employee or other invitee shall make any exterior change, alteration, or construction upon the Common Properties in violation of this Article, and he or she does so at his or her sole risk and expense and may be required by the AC or Board to remove and restore the property to its previous condition. The Board may require that the change, alteration, or construction remain on the Common Properties without reimbursement to the Property owner or occupant for any expense he or she may have incurred in making the change, alteration, or

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construction, or the Board may remove such construction at any time without notice to such Property owner or occupant. The cost of repair of any damage caused by the Property Owner, its agents, contractors, subcontractors, employees or invitees in connection with construction hereunder and justifiable monetary damages as may be assessed against the Property Owner for violations hereof shall be an assessment and lien against the Property Owner and the Property Owner's lot.

In addition to the foregoing, the Board of Directors shall have the authority and standing, on behalf of Bent Tree Community, Inc., to impose monetary fines and to pursue all legal and equitable remedies available to enforce the provisions of this Article and its decisions or those of the AC. A schedule of penalties as herein referred to shall be developed and approved by the Board of Directors.

Section 14. Dwelling Requirements. Except with the prior written permission of the AC, **the main floor living area** (exclusive of garages, carports, porches, attics, terraces, bulk storage and unfinished and/or unheated areas) of all dwellings shall not be less than (1) 1,600 square feet for all lake front lots and lots across the street from lake front lots, (b) 1,450 square feet for all golf course lots and lots across the street from golf course lots, and (c) 1,250 square feet for all other lots. Notwithstanding the above, there shall be a **total requisite square footage** (exclusive of garages, carports, porches, terraces, bulk storage and unfinished and/or unheated areas) for all dwellings in Bent Tree of 2,000 square feet, including, but not limited to those dwellings which are only one (1) story. All measurements of the square footage of dwellings shall be from the outside wall to the outside wall. However, notwithstanding the above, damage or destroyed dwellings may be replaced in kind. Notwithstanding the above, this provision shall not apply to any dwellings approved for construction by the AC or constructed prior to the date of recording of this Agreement in the Pickens County, Georgia records.

Section 15. Building Location. Except with prior written permission of the AC, no dwelling or portion thereof, garage, carport, playhouse, outbuilding or other structure, other than driveways, walkways, fences, retaining walls or physical devices to control runoff or drainage of surface water, shall be erected closer than ten (10) feet from the side of any lot, forty (40) feet from the rear line of any lot, and twenty (20) feet from the front line of any lot. For the purpose of this provision, the front line of a lot shall be deemed to be the lot line (or lines) which is contiguous to a street or road.

Section 16. Subdividing Lots. No lot shall be subdivided, combined, or its boundary lines changed, except with prior written consent of the Board of Directors. The covenants and restrictions set forth herein shall apply to each lot so created thereby and the owners of any subdivided or combined lots shall pay assessments in accordance with a schedule of rates by Bent Tree Community, Inc., under Article IV hereof.

Section 17. Accessory Structures. With the approval of the AC, detached accessory structures may be placed on a lot to be used for a playhouse, tool shed, garage, or other approved use. A garage may also be an attached accessory structure. Such accessory structures shall conform in exterior design and quality to the dwelling on the lot. With the exception of a garage, an accessory structure placed on a lot shall be located only behind the dwelling as such dwelling fronts on the street abutting such lot or in a location approved by the AC. Such accessory structures shall also be located within established setback lines.

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Section 18. Sight Distance At Intersections. No obstruction shall be permitted on a lot that will limit adequate sight distance at an intersection for safe vehicular traffic.

Section 19. Compliance with Declaration and Rules and Regulations. Each Property Owner shall be responsible for ensuring that the Property Owner's family, guests, tenants and Occupants comply with all provisions of this Declaration, and rules governing the Common Properties or lots which may be adopted by the Board. The Board shall be authorized to adopt and enforce reasonable rules and regulations regarding the Common Properties and lots. Such rules shall be furnished to all Property Owners. Each Property Owner and occupant shall always endeavor to observe and promote the cooperative purposes for which Bent Tree was established. In addition to any rights Bent Tree Community, Inc. may have against the Property Owner's family, guests, tenants or occupants, Bent Tree Community, Inc. may take action under this Declaration against the Property Owner as if the Property Owner committed the violation in conjunction with the Property owner's family, guests, tenants or occupant.

Section 20. General Requirements.

(a) All construction shall be carried out in compliance with the laws, codes, rules, regulations and orders of all applicable governmental agencies and authorities.

(b) Concrete, concrete block, or cinder block shall not be used as a building material for the exposed exterior surface of any dwelling or accessory structure constructed or placed on any lot. All fences shall be compatible with the standards and guidelines issued by the AC and require approval of the AC.

(c) No mailbox or newspaper box shall be installed on any lot without AC approval.

(d) No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices, or any other materials or devices used for building purposes shall be stored on any lot outside of a dwelling or approved accessory structure, except for purposes of construction of a dwelling or accessory structure on such lot, nor shall any such building materials or devices be stored on any lot except in neat order and for no longer than the length of time reasonably necessary for the construction of the dwelling or accessory structure in which such materials or devices are to be used.

(e) No exposed above-ground tanks for the storage of fuel or water or any other substance shall be located on any lot except as may be approved by the AC and subject to any requirements of the AC.

(f) Adequate off-street parking on the lot shall be provided by the Property Owner unless AC approval for an exception is properly obtained.

(g) Any window air conditioner unit, (as of the effective date of this document) to be installed in any part of a dwelling or accessory structure and that will be visible from a street or another lot, requires AC approval. All exterior compressor units shall be ground mounted.

(h) Any screened porch which is a part of any dwelling or accessory structure must have screens of a dark color. No screens with a bright colored, or silver finish may be used on any structure within the Property.

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(i) Any construction on a lot shall be at the risk of the Property Owner, and the Property Owner shall be responsible for any damage to, or dirt or debris left on, any curbing, street, or other lot or other portion of the Common Property resulting from construction on such lot. Repairs of such damage and removal of such debris must be made promptly by such Property Owner. If the Property Owner fails to do so, Bent Tree Community, Inc. may perform such repairs or removal and assess the cost against such Property Owner.

(j) Colors of roofs and all other exterior improvements on lots must be approved by the AC.

(k) Containers for garbage or other refuse shall be underground or in a screened sanitary enclosure which must be compatible in appearance and location to the previously constructed house. Any such screened sanitary enclosure must exceed in height by at least one (1) foot any garbage containers placed or to be placed therein. Incinerators for garbage, trash or other refuse shall not be used.

(l) Outside clotheslines will not be permitted.

(m) No sign shall be erected or maintained on any property without written AC approval. For Sale signs must be of a standard color and size approved by the AC.

(n) No trailer, boat, camper, mobile home, RV, bus, tent or temporary building shall be permitted on any lot except in an enclosed garage or such other location approved by the AC if screened so as not to be visible from any other lot. An exception shall be any lake lot owner may place a canoe, jon boat and other similar size boat on the lot near the water's edge and not on the green belt area. No temporary building shall be permitted on any lot except for construction purposes during the construction period of a dwelling with AC approval. No garage, outbuilding, or other appurtenant structure shall be used for residential purposes. Horse trailers may be stored at the stable parking areas if space is available.

Campers, motor homes, RVs and trailers shall be permitted to enter Bent Tree Community for a period not to exceed forty-eight (48) hours for the purpose of servicing, loading and unloading. However, such vehicles shall not be permitted on Common Properties, nor shall they be used for living accommodations while in Bent Tree Community.

Trucks in the category of moving vans, dump trucks, tractor and/or tractor trailer trucks shall not be parked on any lot except for loading and unloading.

(o) Except with the express written permission of Bent Tree Community, Inc., first had and obtained, no water well shall be sunk or drilled on any lot. Bent Tree Community, Inc. reserves the right to locate wells, pumping stations and tanks within residential areas on any open space, or on any residential lot designated for such use on any recorded plat. Further, a right-to-access fee of One Thousand and Thirty Dollars (\$1030), which may be increased as provided below, will be charged by Declarant on a per lot basis before any Property Owner shall be entitled to connect to any water supply furnished by Declarant to the residents within Bent Tree.

The right-to-access fee shall be in addition to any actual costs incurred by Declarant in connecting the lot to Bent Tree water system. The right-to-access fee may be increased

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by the Declarant subject to the same limitations imposed on General Assessments in Article IV, Section 2 (b) of this Declaration. The right-to-access fee shall be placed in the Capital Improvement Reserve Fund referred to in Article IV, Section 2 (c).

(p) No activity which may create drainage, erosion, or siltation problems shall be undertaken on any lot until a written request, accompanied with letters of approval from all lot owners affected thereby, has been submitted to and approved by the AC. The written request must be accompanied by complete plans, including maps showing problem areas, and specifications. The AC may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include, by way of example and not of limitation, physical devices for controlling the run-off and drainage of water, special precautions in grading, and requiring landscaping as provided for herein.

(q) Recreational and playground equipment are permitted with concurrence in location by the AC.

Section 21. Maintenance of Lots

(a) Property Owner's Responsibility. All maintenance of the lot and the structures on the lot, if any, shall be the responsibility of the Property Owner(s). Each Property Owner shall keep and maintain all portions of the lot and the exterior of any and all structures and improvements located on the lot in a neat, attractive and safe condition which is consistent with this Declaration and with any standards or guidelines established by the AC and/or the Board of Directors.

This maintenance shall include, but shall not be limited to, painting of all exterior building surfaces, if applicable; repairing, replacing and caring for the roofs, gutters, down spout and exterior building surfaces of all structures on the lot; repairing and replacing all exterior lighting; caring for all trees, shrubs, grass and all other landscaping and plant materials present on the lot(s) and preventing the accumulation of weeds, trash, downed trees and debris on any lot. Any maintenance which involves an exterior change, including, without limitation, repainting of the exterior of improvements shall require prior approval of the AC.

No trees, shrubs, bushes or other vegetation having a diameter of four inches or more shall be cut, destroyed or mutilated except with written approval of the AC; provided, however, that dead or diseased trees, shrubs, bushes or other vegetation shall be cut and removed promptly from any lot by the Property Owner thereof after such dead or diseased condition is brought to the attention of the AC and AC approval has been obtained.

Trees that are in immediate danger of creating damage or harm to the lot owner or others may be removed without the prior written approval of the AC; however, written explanation must be submitted to the AC promptly thereafter. The AC shall have the authority to require replanting of trees removed without written explanation or request for approval.

(b) Failure to Maintain. If the Board or its designee determines that any Property Owner has failed or refused to discharge properly his or her obligation with regard to the exterior maintenance, repair, or replacement of items for which he or she is responsible, the

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Board or its designee shall give the Property Owner written notice of the Property Owner's failure or refusal and of the Board's right to provide necessary maintenance, repair, or replacement at the Property Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary by the Board or its designee.

Unless the Board or its designee determines that an emergency exists, the Property Owner shall have forty-five (45) days within which to complete the maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within forty-five (45) days. If the Board or its designee determines that: (1) an emergency exists, or (2) that a Property Owner has not complied with the demand given by Bent Tree Community, Inc., as herein provided, then Bent Tree Community, Inc. may provide any such maintenance, repair or replacement at the Property Owner's sole cost and expense, and such costs shall be an assessment and lien against the Property Owner and the lot.

If the Board determines that the need for maintenance or repair of any portion of the Common Properties is caused through the willful or negligent act of any Property Owner or occupant or their family, guests, or lessees, then Bent Tree Community, Inc. may assess the cost of any such maintenance, repair or replacement against the Property Owner's lot. This assessment shall become a lien against the lot (s) and shall be collected as provided for the collection of assessments.

In addition to the foregoing, the Board shall have the authority and standing, on behalf of Bent Tree Community, Inc. to impose reasonable monetary fines and to pursue all legal and equitable remedies available to enforce the provisions of this Section.

Section 22. Residential Use. Unless otherwise designated by Declarant on a recorded plat, each lot shall be used only for single family residential purposes.

Section 23. Hobbies and Activities. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any part of any lot.

Section 24. Animals and Pets. No stable, poultry house or yard, rabbit hutch or other similar structure shall be constructed or allowed to remain on any lot, nor shall livestock of any nature or classification whatsoever be kept or maintained on any lot without the express written permission of Declarant first had and obtained. However, household pets shall be permitted, provided they are not raised for commercial purposes.

Section 25. Prohibited Activities. Noxious or offensive activities shall not be carried on upon any lot; except for Declarant's sales office, no house or other structure on any residential lot shall be used for office or business purposes. Each Property Owner shall refrain from any act or use of his lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood.

Section 26. Governmental Regulations. All governmental building codes, health regulations, zoning restrictions and the like applicable to the property now or hereafter made

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subject to this Declaration shall be observed. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

**ARTICLE VI
EASEMENTS**

Section 1. General. Each lot now subjected to this Declaration is and shall be subject to those easements, if any, shown or set forth on the aforementioned recorded plats. Each lot hereafter subjected to this Declaration shall be subject to those easements, if any, shown or set forth on the recorded plat delineating such lots.

Section 2. Access. Without further assent or permit from Declarant or any other person, the ownership of any lot now or hereafter subjected to this Declaration shall include automatically the right to such use of the roads and streets within Bent Tree as shall be reasonably necessary for ingress and egress to and from any such lot and to and from the Common Properties.

Section 3. Common Driveways. Driveways designated as "common driveways", if any, on the aforementioned plats, and all driveways similarly designated, if any, on any other plat of survey depicting additional property hereafter made subject to this Declaration shall be used in common by the Property Owners of the lots served by such common driveways for ingress to and egress from such lots, said driveways from such lots, said driveways to be used for the passage of motor and other vehicles and for all other lawful purposes in common with the owners of such lots, provided that such use shall not interfere with the passing in and out of vehicles over such driveways. The Property Owner of any lot upon which any portion of such a common driveway is now or hereafter located shall, at his own expense, maintain and repair that portion of such common driveway as may be located upon his lot. Maintenance and repair of any such common driveway shall be the responsibility of the Property Owners of the lots served thereby and not in any manner the responsibility of the Declarant.

Section 4. Utilities. There is hereby reserved to Declarant, without further assent or permit, the right, title and privilege of a perpetual, alienable, assignable and releasable easement to construct, install and maintain and repair utilities, including but not limited to water, sewers, telephone and electricity, with the right of entry for purposes of inspection and repair, over, through, upon, across and under each and every lot now or hereafter subjected to this Declaration. With respect to distribution lines and facilities, this easement shall run an even width of ten (10) feet along all front, rear and side lines of all such lots. Further, this easement shall be a blanket easement with respect to service lines and facilities so as to permit the location of such service lines and facilities where necessary to serve improvements on any such lot. By acceptance of a deed or other conveyance to any such lot in respect to which this easement is reserved, the Property Owner, for himself, his heirs, legal representatives, successors and assigns, shall be deemed to have waived any and all claims for damages, if any, by virtue of the construction, installation, maintenance and repair thereof, or on account of temporary or other inconvenience caused thereby. The exercise of this easement for the construction and installation of any given utility shall not bar the further exercise of this easement for the construction and installation of other utilities.

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Section 5. Other. There is hereby reserved, without further assent or permit, a general easement to Declarant, its agents, and employees, and to all policemen, firemen, ambulance personnel and all similar persons to enter upon the property or any portion thereof which is now or hereafter made subject to this Declaration in the proper performance of their respective duties.

**ARTICLE VII
SALE OF LOTS**

Section 1. Notice of Transfer of Lots. A Property Owner making a transfer or sale of a Lot or any interest in a Lot shall give the Declarant written notice of such transfer within seven (7) days after execution of the transfer or sales documents. The Property Owner shall furnish the Declarant, as part of the notice, the name and address of the grantee and such other information as the Declarant may reasonably require. This Article shall not be construed to create a right of first refusal in the Declarant or in any third party.

Within seven (7) days after receiving title to a Lot, the purchaser of the Lot shall give the Declarant written notice of his or her ownership of the Lot. Upon failure of a Property Owner to give the required notice within the seven-day time period provided herein, the Declarant may levy fines against the Lot and Property Owner thereof, and assess the Property Owner for all costs incurred by the Declarant in determining his or her identity. Any and all costs, if assessed, shall be deemed an assessment and collected as such in accordance with Article IV of the Declaration. Additionally, Declarant may refuse access to the Common Properties, including roads and streets, to any person who fails to demonstrate that he or she is a Property Owner or authorized guest of a Property Owner.

Section 2. Natural Person Liability with Entity Owners. Nothing in this Declaration shall prohibit ownership of Lots by legal entities that are not natural persons, including but not limited to corporations, limited liability companies, partnerships or trusts (for purposes of this Section 2, hereinafter referred to as an "Entity Owner"). However, to prevent fraud, or avoidance or circumvention of assessment obligations hereunder, each Entity Owner who becomes the Property Owner of a Lot after the date of recording of this Amendment in the Pickens County, Georgia land records (the "Effective Date") shall be jointly and severally liable with a designated natural person as provided herein (the "Entity Owner Legal Representative") for all assessments and charges provided for in this Declaration, and for compliance with this Declaration, notwithstanding any protections from personal liability afforded under Georgia law to owners or key persons of legal entities.

The Entity Owner Legal Representative must be a living, natural person at least 18 years of age and must be a shareholder of the corporation, member of the limited liability company, trustee or beneficiary of the trust, partner of the partnership, or legal owner of the other legal entity that is the Property Owner of the Lot. Within 10 days of acquiring title to a Lot, the Property Owner must designate to the Declarant, in writing as provided herein, the name, physical residence address, contact telephone number and email address for the Entity Owner Legal Representative. The Entity Owner Legal Representative may not be changed more frequently than annually, and may be changed only with written notice to the Declarant within 10 days of such change. If an Entity Owner fails to comply with the requirements of this Section 2, then every shareholder of the corporation, member of the

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limited liability company, trustee and beneficiary of the trust, partner of the partnership, or owner of the other legal entity that is the Property Owner of the Lot, or of a subsidiary of such Property Owner, shall be jointly and severally liable with the Property Owner for payment of all assessments and charges levied against the Lot or Property Owner under this Declaration and for compliance with this Declaration, notwithstanding any protections from liability afforded under Georgia law to owners or key persons of legal entities.

Notwithstanding the above, this Section 2 shall not apply, as to such respective Lot, to: (i) an institutional Mortgage holder who becomes a Lot Owner by foreclosure of a first priority Mortgage on such Lot; or (2) Pickens County, Georgia, as to any Lot acquired by it through tax sale or foreclosure by it to collect unpaid County ad valorem taxes.

**ARTICLE VIII
OTHER PROPERTY**

Section 1. Supplementary Declarations. Without further assent or permit, Declarant, for itself, its successors and assigns, hereby reserves the right, exercisable from time to time, to extend the scheme of this Declaration to other real property developed as a part of Bent Tree by filing for record a supplemental declaration in respect to the property to be then subjected to this Declaration.

Section 2. Other Declarations. Without further assent or permit, Declarant, for itself, its successors and assigns, hereby reserves the right, exercisable from time to time, to subject other real property developed as a part of Bent Tree to other declarations of covenants and restrictions, which other declarations may provide for supplemental declarations thereto.

Section 3. Provisions of Supplemental and Other Declarations. Any such supplemental declaration to this Declaration, or any such other declaration (including any supplemental declaration thereto) may set forth and/or provide for the same covenants and restrictions set forth in this Declaration; provided, however, any such supplemental declaration to this Declaration, or any such other declaration (including any supplemental declaration thereto) may contain such modifications of the covenants and restrictions set forth in this Declaration and such additional provisions as may be necessary to reflect the different character, if any, of the property subjected thereto; provided further, unless effected by amendment in the manner provided in Section 2 of Article IX hereof, any such instrument shall not revoke, modify or add to the covenants and restrictions hereby made applicable to the lots described in Section 1 of Article II hereof.

**ARTICLE IX
GENERAL PROVISIONS**

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by Declarant or the Property Owner of any lot now or hereafter subjected to this Declaration, their respective heirs, legal representatives, successors and assigns from its date of recordation for a period of twenty (20) years. Said covenants and restrictions shall be automatically renewed and extended beyond said period for successive periods of ten

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(10) years each unless a majority of Property Owners whose lots are then subject thereto vote to terminate the covenants and restrictions. Every purchaser or grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Section.

Section 2. Amendment This Declaration may be amended with the approval of: (i) the Declarant; and (ii) two thirds of the votes cast by Lot owners in person or by proxy at a duly called meeting of the Lot owners or by action in lieu of a meeting in accordance with the Georgia Nonprofit Corporation Code, O.C.G.A. Section 14-3-1, *et seq.*

Lot owners shall be entitled to one vote per Lot owned, unless such Lot and/or Lot owner is delinquent in the payment of any assessment or other charge to the Declarant, in which case the Lot owner's right to vote automatically shall be suspended until such delinquency is paid in full. Any such delinquent Lot/Lot owner shall not be counted for any purpose under this Section, including, but not limited to, establishing the quorum or two-thirds vote required under this Section. The Declarant shall not be entitled to vote as a Lot owner for purposes of this Section 2, but Declarant's approval is required for any amendment as provided in subsection (i) above. Declarant's vote shall be determined by a resolution of a majority of the Board of Directors.

Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact for consideration and the subject matter of the proposed amendment. Notice shall be sent to all Lot owners at least thirty (30) days prior to the meeting or the due date for any ballot or written consent in lieu of a meeting, via regular mail to the last known address of each Lot owner. The Notice must contain: (1) the date, time and location of any such meeting; (2) a copy of the proposed amendment(s) and an explanation from the Board of the purpose and benefits of such proposed amendment(s); and (3) either a directed proxy for any meeting at which a vote will be conducted on the amendment(s), or a ballot or written consent if voting is to be conducted by action in lieu of a meeting in accordance with the Georgia Nonprofit Corporation Code.

A copy of the proposed amendment(s), explanation letter and Notice shall also be posted on the Community Bulletin Board and on the Community Web Site at least thirty (30) days prior to such meeting or voting deadline. To satisfy the quorum for any voting under this Section, Lot owners owning at least thirty-three percent (33%) of the eligible Lots must either be present or represented by proxy at any meeting at which an amendment is being voted upon, or vote by the voting instrument supplied by the Board of Directors in any vote conducted by action in lieu of a meeting in accordance with the Georgia Nonprofit Corporation Code. No Amendment shall be effective until certified by the President and Secretary of Bent Tree Community, Inc. and recorded in the Pickens County, Georgia land records.

Every purchaser or grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided in this Section. No person shall be permitted to bring any legal action to challenge the validity of an amendment to this Declaration more than one year after the recording thereof in the Pickens County, Georgia land records.

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Section 3. Authority and Enforcement. Every Property Owner and all tenants, occupants, invitees and guests of a Property Owner shall comply with the Declaration and rules and regulations of the Declarant adopted pursuant thereto, and any lack of compliance shall entitle the Declarant and, in an appropriate case, one or more aggrieved Property Owners, to take action to enforce the terms of the Declaration or Declarant rules and regulations. The Declarant shall have the power to impose reasonable fines, which shall constitute a lien upon the Property Owner's Lot and shall be collected in the same manner as assessments provided for in this Declaration and under Georgia law and suspend a Property Owner's right to use the Common Properties for violation of any duty imposed under the Declaration or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Declarant to deny ingress and egress to or from a Lot by a Property Owner. If any tenant, occupant, invitee or guest of a Property Owner violates the Declaration or Declarant rules adopted pursuant thereto and a fine is imposed, the fine may be imposed against the Property Owner and/or the tenant, occupant, invitee or guest. The failure of the Declarant to enforce any provision of the Declaration or any rule or regulation shall not be deemed a waiver of the right of the Declarant to do so thereafter.

(a) Fining and Suspension Procedure. The Declarant shall not impose a fine or suspend the right to use the Common Properties, unless and until the Declarant has sent or delivered written notice to the violator or the Property Owner as provided in subsection (i) below. However, compliance with this Section (a) shall not be required for the following: (A) late charges on delinquent assessments, or (B) suspension of voting rights if an Owner is shown on the Declarant's records to be more than thirty (30) days delinquent in any payment due the Declarant, in which case suspension of the right to vote shall be automatic.

(i) Notice. If any provision of the Declaration or any rule adopted by Declarant hereunder is violated, the Declarant shall send the violator written notice identifying the violation and fine(s) being imposed and advising the violator of the right to request a hearing before the Declarant to contest the violation or fine(s) or to request reconsideration of the fine(s). Fines may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the violator's right to request a hearing before the Declarant to challenge the fine(s). In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

(ii) Hearing. If a written request for hearing is received from the violator within ten (10) days of the date of the violation notice provided above, then the Declarant shall schedule and hold in executive session of its Board of Directors a hearing affording the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Declarant may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time. Failure to request a timely hearing as provided herein shall result in loss of the right to challenge and request reconsideration of the fines.

Section 4. Delegation and Assignability. Declarant shall at all times and from time to time have the right to delegate any and all functions herein reserved to Declarant. Further, notwithstanding any other provision contained herein to the contrary, Declarant shall have the right at all times and from time to time to fully transfer, convey and assign all or any part of its right, title and interest under this Declaration, provided however, that any

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such transferee, grantee or assignee shall take such rights subject to all obligations of Declarant also herein contained in respect thereto and such transferee, grantee or assignee shall be deemed to have assumed the same.

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

Section 6. Captions. The captions of each Section hereof as to the contents of each Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Sections to which they refer.

**ARTICLE X
PROHIBITION OF TIMESHARES**

Section 1. General Intent and Purpose. The purpose of this Article is to prohibit the use of any Lot, Common Properties, improvement, single-family dwelling, multiple-family dwelling, or any other property or land within Bent Tree, for Timeshare programs, taking into account the impact of the development of such a program on the existing development within Bent Tree and the impact on the use and enjoyment of property within Bent Tree by the development of Timeshare Programs at Bent Tree. In addition, the further intent of this Article is to preserve the character of Bent Tree as a residential community of low intensity use with minimum disturbance from move-in and move-out of Property owners and use by Property Owners.

Section 2. Definitions. For the purpose of this Article, the following words shall have the meanings ascribed herein:

(a) "Accommodations" means any apartment, condominium or cooperative unit, cabin, lodge, hotel or motel room, single-family dwelling, living unit, or any other private or commercial structure designed for occupancy by one or more individuals or any lot or parcel of property.

(b) "Offer to Sell", "Offered for Sale", "Offer", or "Offering" means any offer to sell, solicitation, inducement, taking of reservations, advertisement, whether by radio, television, newspaper, magazine or by mail, or any other method of solicitation of Purchasers, whereby a person is given an opportunity to acquire a Timeshare Interval or participate in a Timeshare Program.

(c) "Person" means one or more natural persons, corporations, partnerships, associations, trusts, other entities, or any combination thereof.

(d) "Purchaser" means any person who is buying, who has bought, or who acquires an interest in a Timeshare Interval or Timeshare Program.

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(e) "Timeshare Estate" means an ownership or leasehold interest in real property divided into measurable chronological periods or subject to a Timeshare Program, including tenants-in-common, interval ownership, time span ownership, or any other type of ownership or leasehold Timeshare Program.

(f) "Timeshare Interval" means a Timeshare Estate or Timeshare Use.

(g) "Timeshare Program" means any arrangement, plan, scheme or similar device, whether by membership, agreement, tenancy-in-common, sale, lease, deed, rental agreement, license, right to use agreement, or by any other means, whereby a Timeshare Interval is created and whereby the use, occupancy or possession of an Accommodation, Lot Improvement, multiple-family dwelling, single-family dwelling, Common Property or any other land or property within Bent Tree, has been subject to a Timeshare Interval whereby such use, occupancy or possession circulates among purchasers of the Timeshare Interval according to a fixed or floating time schedule on a period basis occurring annually over any period of time in excess of one (1) year in duration.

(h) "Timeshare Use" means any contractual right of exclusive occupancy, whether fixed for a specific time period or not, which does not fall within the definition of a "Timeshare Estate", including, without limitation, a vacation license, prepaid hotel reservations, club membership, limited partnership, trust agreement, or vacation bond.

Section 3. Prohibition of Timeshare Program. Timeshare Programs are expressly prohibited in any respect within the development of Bent Tree. This section expressly prohibits timeshare programs in Bent Tree as provided for in Section 44-3-165(a) of the Georgia Timeshare Act (O.C.G.A. Section 44-3-165 (a)).

Section 4. Miscellaneous.

(a) No Time Share Estate, Timeshare Interval, Timeshare Program or Timeshare Use shall be nor is intended to be considered as a single-family dwelling nor multiple-family dwelling, but instead shall be considered solely in accordance with the terms of this Article.

(b) No Timeshare Estate, Timeshare Interval, Timeshare Program or Timeshare Use shall be nor is intended to be considered as a "residential use" under the terms of this Declaration, but instead shall be considered solely in accordance with the terms of this Article.

(c) No participant, owner, user, occupant, tenant or other person involved in a Timeshare Estate, Timeshare Interval, Timeshare Program or Timeshare Use shall be considered a "Property Owner" as defined under the Declaration, but instead shall solely be considered in accordance with the terms of this Article.

(d) Notwithstanding any other provisions of the Declaration, no person shall have any right whatsoever to annex to Bent Tree any real property used or to be used as Timeshare Estate, Timeshare Interval, Timeshare Program or Timeshare Use.

(e) Invalidity of any one of these covenants, restrictions or provisions by judgment or court order or otherwise shall in no way affect the application of such provision to other circumstances or any other provision of this Article which shall remain in full force and effect.