
After Recording Return To:
Lueder, Larkin & Hunter, LLC
5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005
Attn: Joseph C. Larkin

STATE OF GEORGIA

COUNTY OF GWINNETT

DECLARATION OF COVENANTS, CONDITIONS

AND RESTRICTIONS FOR MAPLE RIDGE

WHEREAS; Maple Ridge Association, Inc., a Georgia nonprofit corporation (hereafter referred to as the "Association"), is the homeowners association existing and operating in the Maple Ridge subdivision;

WHEREAS, Lot Owners who have executed this Declaration are the Owners of that certain real property described in the signature page(s) affixed hereto and listed on Exhibit "A" attached hereto and incorporated herein by reference, desire to subject their Lot and the Property to the terms and provisions of this Declaration, and do hereby subject their Lot and the Property to continuing permanent Membership in the Association;

WHEREAS, the undersigned officers of the Association desire to approve this Declaration and permanent Membership in the Association on behalf of the Association;

WHEREAS, the Lot Owners who have executed this Declaration do hereby consent, on behalf of each such Owner, Owner's successors, successors-in-title, heirs, and assigns, that such Owner's Lot shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, covenants, easements, and restrictions contained in this Declaration, as a permanent Member of the Association, all of which shall run with the title to Owner's Lot and shall be binding upon all persons having any right, title, or interest in Owner's Lot, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Each Owner understands and acknowledges that, by submitting Owner's Lot to Permanent Membership in the Association, each Owner is hereby subjecting Owner's Lot to mandatory assessments in favor of the Association, with lien rights afforded therefor, in accordance with the Declaration;

WHEREAS, these preambles are incorporated into the Declaration; and

NOW, THEREFORE, the undersigned officers of the Association, and all Lot Owners who have executed this Declaration, hereby declare that all of the Property described herein and in Exhibit "A" shall be held, sold and conveyed subject to this Declaration, which shall run with, the Property, and be binding on all parties having any right, title or interest in the Property or any part thereof, and shall, subject to all limitations herein provided, inure to the benefit of each Owner of any portion of the Property, his heirs, grantees, distributees, successors, successors-in-title and assigns and to the benefit of the Association.

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR MAPLE RIDGE



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AMENDED AND RESTATED DECLARATION OF COVENANTS,

CONDITIONS AND ESTRICCTIONS FOR MAPLE RIDGE

ARTICLE I. GEORGIA PROPERTY OWNERS' ASSOCIATION ACT

Maple Ridge is a residential property owners' development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq., as may be amended or supplemented.

ARTICLE II. DEFINITIONS

2.1. Act means the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq., as may be amended or supplemented.

2.2. Association means Maple Ridge Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

2.3. Board or Board of Directors means the elected body responsible for the management and operation of the Association.

2.4. Bylaws mean the Bylaws of Maple Ridge Association, Inc., attached to this Declaration as Exhibit "C" and incorporated herein by this reference.

2.5. Common Property means any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners. Common Property shall additionally mean any entrance monument and sign for the Community, as well as any associated improvements and landscaping.

2.6. Community or Maple Ridge means all property subjected and annexed to this Declaration and the Original Declaration and all amendments thereto.

2.7. Community-Wide Standard means the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board.

2.8. Declaration means this Declaration of Covenants, Conditions and Restrictions for Maple Ridge.

2.9. Lot means a portion of the Community intended for ownership and use as a single-family dwelling site and as shown on the plats for the Community recorded in the Gwinnett County, Georgia land records.

2.10. Mortgage means any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation against a Lot.

2.11. Mortgagee or Mortgage Holder means the holder of any Mortgage.

2.12. Occupant means any Person occupying all or any portion of a dwelling or other property located within the Community for any period of time, regardless of whether such Person is a tenant or the Owner of such property.

2.13. Owner means the record title holder of a Lot, whether one or more Persons, but shall not include a Mortgage Holder.

2.14. Person means any individual, corporation, firm, association, partnership, trust, or other legal entity.

ARTICLE III. EFFECTIVE DATE AND PROPERTY SUBJECT TO DECLARATION

3.1. Property Subject to the Declaration. The Property subject to this Declaration and the Act is located in Gwinnett County, Georgia, being more particularly described in the signatory portion of this Declaration and in Exhibits "A" and "B" attached to this Declaration, which exhibits are specifically incorporated herein by this reference. For purposes of property description and submission of the Owners' Lots set forth herein only, the Maple Ridge Plats are incorporated herein by reference as fully as if the same were set forth in their entirety herein.

3.2. Effective Date. This Declaration shall not be effective, whether or not recorded, until and unless the following two conditions have been satisfied: (1) two Association officers have executed this Declaration; and (2) this Declaration and the signature pages attached hereto have been recorded in the Gwinnett County, Georgia Records. The date on which all of the above three conditions have been satisfied shall constitute the "Effective Date" of this Declaration.

Any Owner of a Lot within Maple Ridge may submit the Owner's Lot to this Declaration after the Effective Date and thereby become a Member of the Association, as provided within Article IV, below

3.3. Consent to this Declaration after the Effective Date. All lots shown on the Plats which have not been submitted to the terms and provisions of this Declaration as of the Effective Date shall be part of the Additional Property. Submission to this Declaration of a lot within the Additional Property may be accomplished after the Effective Date by (1) a consent form being executed by the owner(s) of the lot and (2) the consent form being recorded by the Association within the Gwinnett County, Georgia property records. A sample consent form (which may be

varied by the Association) is attached hereto as Exhibit "B" and incorporated herein by this reference.

ARTICLE IV. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

4.1. Membership Categories.

a. Permanent Members. Each Person who is the record Owner of a fee or undivided fee interest in any Lot who subjects such Lot to Permanent Membership under this Declaration by execution of this Declaration or by written Consent shall be a Permanent Member of the Association. Except as set forth hereinbelow, Permanent Members shall be entitled to use all Common Property and to vote on all Association matters, as set forth herein and in the By-Laws. Permanent Membership shall be appurtenant to and may not be separated from ownership of any such Permanent Member Lot.

i. Facility Access. Except as set forth in Subsection ii, below, all Permanent Members shall be entitled to the use of all Association recreational facilities including the swimming pool, clubhouse, playground, tennis courts and related facilities, subject to this Declaration, the Bylaws and the rules and regulations of the Association. Any Member may delegate his or her right of use and enjoyment in and to the Common Property and recreational facilities located thereon to the members of his or her family living in the residence, his or her tenants a reasonable number of guests.

ii. Community Contributor. Any Permanent Member who provides written notification to the Association on or before October 31st that said Permanent Member does not wish to utilize the recreational facilities for the following calendar year shall convert to Community Contributor status. Community Contributors shall only be responsible for one fourth (1/4) of the annual assessment, and subject to the provisions of this Declaration and the Bylaws, shall not be entitled to use the recreational facilities on the Common Property; provided however, the Board, in its discretion, may allow Community Contributors to attend social functions scheduled for Permanent Members. Community Contributors status shall remain in effect until the Permanent Member provides written notification the Association that he/she wishes to regain access the recreational facilities, at which time the Association shall assess the remaining three-fourths (3/4) of the annual assessment in effect at the time of the request.

b. Planned Members. Each person who is the record owner or a fee or undivided fee interest in any Lot in the Community who desires to submit Owner's Lot to the Declaration with the effective date of such submission to the Declaration to be the date of Owner's conveyance of Owner's Property to any grantee shall be a Planned Member. The effective date of submission to the Declaration shall be the moment immediately before such conveyance of the Lot so that Owner shall not be subject to the Declaration or be a Member of the Association until immediately before such conveyance, at which time the Planned Members will convert to Permanent Members. Planned Members shall not be entitled to voting privileges and, except as expressly provided herein, shall not be entitled to use the recreational facilities on the Common

Property. A Planned Member also may elect on a voluntary basis to purchase a seasonal use pass for the recreational facilities, which shall be contingent upon payment of a seasonal pass assessment equal to one hundred twelve and 1/2 percent (112.5%) of the annual assessment in effect during the fiscal year in which a seasonal pass is issued. Seasonal use may be regulated, limited or discontinued by the Board in its discretion. Holders of season passes shall not be entitled to vote on any matter.

4.2. Voting. Except as otherwise provided herein, Permanent Members shall be entitled to one (1) equal vote for each Lot owned. When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners determine among themselves and advise the Secretary prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it.

4.3. Non-Member Seasonal Users. Seasonal use passes for non-members (neither Permanent nor Planned Members) for to use the recreational facilities, may be offered in the discretion of the Board. Non-Member Seasonal use passes shall be contingent upon payment of a non-member seasonal pass assessment equal to one hundred thirty-seven and 1/2 percent (137.5%) of the annual assessment in effect during the fiscal year in which a seasonal pass is issued. Non-Member Seasonal use passes may be regulated, limited or discontinued by the Board in its discretion. Holders of non-member seasonal use passes are not Members and shall not be entitled to vote on any matter. If the holder of a non-member seasonal use pass shall fail to pay a non-member seasonal assessment by the date owed, the Board may revoke and/or suspend such person's use of the Common Property without notice.

4.4. Entity Members. In the event a member is a corporation, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary, or other designated agent of such trust, or manager of such other legal entity shall be eligible to represent such entity in the affairs of the Association. Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity which is the member of the Lot. The membership rights of an Owner which is a corporation, partnership, or other legal entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

ARTICLE V. ASSOCIATION RIGHTS AND RESTRICTIONS.

5.1. Association Rights and Restrictions. The Association, acting through its Board of Directors, shall have the right and authority, in addition to and not in limitation of any other right it may have, to:

(a) make and to enforce reasonable rules and regulations governing the use of the Lots and of the Common Property;

(b) enforce the Declaration, Bylaws, and rules and regulations of the Association by imposing reasonable monetary fines and suspending use and voting privileges. These powers, however, shall not limit any other legal means of enforcing such documents or provisions by either the Association or, in an appropriate case, by an aggrieved Owner;

(c) grant permits, licenses, utility easements, and other easements, permits or licenses under, through or over the Common Property;

(d) convey all or a portion of the Common Property to any Person upon the written approval of at least two-thirds (2/3) of the total vote of the Association membership;

(e) control, manage, operate, maintain, replace and, in the Board's discretion, alter or improve all portions of the Community for which the Association is assigned maintenance responsibility under this Declaration;

(f) deal with the Common Property in the event of damage or destruction as a result of casualty loss, condemnation, or eminent domain, in accordance with the provisions of this Declaration; and

(g) represent the Owners in dealing with governmental entities on matters related to the Common Property.

ARTICLE VI. ASSESSMENTS

6.1. Purpose of Assessment. The Association shall have the power to levy assessments as provided herein. Assessments shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Association and the membership, and for expenses of the Association as provided within the Declaration, and as otherwise authorized by the Board.

6.2. Creation of the Lien and Personal Obligation For Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments and charges.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred (including post-judgment attorney fees from any prior judgment, if any), shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. Each Owner and the Owner's grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board. The Board of Directors may, but is not obligated to, permit assessments to be paid in monthly, quarterly, or semi-annual installments. No Owner may be exempted from liability, or otherwise withhold payment of assessments, for any reason whatsoever.

The lien provided for herein shall have priority as provided in the Act. The Association, in the Board's discretion, may, but shall not be obligated to, record a notice of such lien in the Gwinnett County, Georgia land records evidencing the lien created under the Act and this Declaration.

6.3. Rate of Assessments. Annual assessments shall be fixed at a uniform rate for all Lots; provided however, the annual assessment for Permanent Members in Community Contributor status shall be an amount equal to one fourth (1/4) of the annual assessment.

6.4. Computation of Operating Budget and Assessments. Prior to the beginning of each new fiscal year, the Board of Directors shall (1) prepare a budget covering the estimated expenses of the Association for the upcoming new fiscal year and shall fix in the budget the amount of the annual assessment for the upcoming new fiscal year, and (2) deliver a digital or hard copy of the budget to each Permanent Member at least sixty (60) days prior to the beginning of the new fiscal year. The budget shall not operate as a limitation on expenditures by the Board, but, rather, the budget is merely an estimate of expenses on which the Board may base the annual assessment. The Board may, but is not obligated to, permit the annual assessment to be paid in monthly, quarterly, or semi-annual installments. The budget and the assessment shall become effective unless disapproved by the majority of the total vote of the Association membership at a meeting of the membership held at least thirty (30) days prior to the beginning of the new fiscal year. Said meeting may be the annual meeting of the members if the annual meeting is held at least thirty (30) days prior to the beginning of the new fiscal year or may be at a special meeting requested in accordance with the Bylaws.

If either (1) the membership disapproves the budget at least thirty (30) days prior to the beginning of the new fiscal year as provided herein, or (2) the Board fails for any reason to either (a) prepare a budget and fix the amount of the annual assessment for the new fiscal year or (b) deliver the budget to the members, as provided herein, then the budget and annual assessment in effect for the current fiscal year shall continue for the upcoming new fiscal year.

6.5. Fiscal Year. The fiscal year of the Association may be set by Board resolution or, in the absence thereof, shall be the calendar year.

6.6. Reserve Budget and Reserve Account. The Board may prepare an annual or multi-year reserve budget which shall take into account the number and nature of replaceable assets, the expected life of such assets, and the expected repair or replacement costs of the assets. The Board may establish a reserve account for such expected repair or replacement costs, and may fund the reserve account from collected assessments. The reserve budget shall not operate as a limitation on the expenditures of funds in the reserve account, but, rather, the Board may spend funds in the reserve account as deemed reasonable by the Board.

6.7. Special Assessments. The Board may levy a special assessment against all Lots to pay the costs of any improvement or repair on the Common Property, or for any other purpose as

determined by the Board; provided, however, prior to becoming effective, any special assessment which would cause the total of special assessments levied in one fiscal year to exceed two hundred, fifty dollars (\$250.00) must be approved by a majority of the Association's Permanent Members present in person or by proxy at a duly called meeting of the members of the Association at which a quorum is obtained. Special assessments may be required to be paid during the fiscal year, or alternatively, in the discretion of the Board of Directors, may be paid over a set number of years.

6.8. Capital Contribution Assessments (Initiation Fee). Upon the conveyance of ownership of a Lot, including all resales, a capital contribution assessment (an initiation fee) shall become due and payable to the Association by each new Owner. The amount of the capital contribution assessment shall be one-third (1/3) of the Permanent Member annual assessment in effect for the fiscal year in which the conveyance of ownership occurs. The capital contribution assessment shall not be deemed to be an advance payment of any assessment and may not be paid in lieu of any assessment. The capital contribution assessment shall be the personal obligation of the new Owner and shall constitute a lien against the Lot. Notwithstanding anything to the contrary herein, no capital contribution assessment shall be due as a result of a conveyance of a Lot to an Owner's spouse, child, or a corporation, partnership, company, or legal entity in which the Owner is a principal; no capital contribution assessment shall be due from any Person who takes title through foreclosure upon the lien of any first priority Mortgage covering the Lot or the lien of any secondary purchase money Mortgage covering the Lot; and no capital contribution assessment shall be due from any Owner who has owned a Lot in the Community and who obtains title to a different Lot in the Community.

6.9. Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

(a) If any assessment, fine, or charge is not paid in full within thirty (30) days of the due date, a late charge equal to the greater of ten dollars (\$10.00) or ten percent (10%) of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner, and interest at the rate of ten percent (10%) per annum, or such higher rate as permitted by the Act, shall accrue from the due date.

(b) If partial payment of an assessment, fine, or charge is made, the amount received may be applied by the Board, in respective order, to post-judgment attorney's fee from any prior judgment, if any, then to costs and attorney's fees not reduced to a judgment, then to interest, then to late charges, then to delinquent assessments and then to current assessments.

(c) If an assessment, fine, or charge due from an Owner remains delinquent for more than sixty (60) days from the date due, and if the Board of Directors has permitted the assessment to be paid in monthly, quarterly, or semi-annual installments, then a notice of delinquency may be given to that Owner stating that if the unpaid assessment or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board may accelerate and declare immediately due all of that owner's unpaid installments of the assessment.

If the Owner fails to pay all amounts currently due within ten (10) days of the date of the notice of delinquency, the Board may then accelerate and declare immediately due all installments of the assessment without any further notice being given to the delinquent Owner. Upon acceleration, that Owner shall thereby lose the privilege of paying the assessment in installments, unless reinstated in the Board's discretion. The notice of acceleration provided herein may be included in a collection litigation complaint filed against an owner for unpaid assessments and charges.

(d) If an assessment, fine, or charge remains unpaid more than ninety (90) days after the due date, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Act, the Declaration, the Bylaws, and Georgia law, including reasonable attorney's fees actually incurred (and including post-judgment attorney's fees from any prior judgment, if any).

(e) A member's right to vote shall automatically be suspended during any period in which a member is more than thirty (30) days delinquent on any assessment or charge, and the member shall be ineligible to vote on any matter until the member's account balance has been paid in full.

(f) If an assessment, fine, or charge remains unpaid more than thirty (30) days after the due date, the Association, acting through the Board, may suspend the right of an Owner to use the Common Property within the Community for any period during which any assessment against the Owner or the Owner's Lot remains unpaid.

6.10. Statement of Account. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against such Lot. The Association shall respond in writing within ten (10) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein.

ARTICLE VII. LEASING

In order to protect the equity of the individual Owners within the Community, to carry out the purpose for which the Community was formed by preserving the character of the Community as a residential property of predominantly owner occupied homes, to prevent the Community from assuming the character of a renter occupied complex, and to comply with any eligibility criteria for mortgages, including mortgages on the secondary mortgage market, insofar as such criteria provide that the Community be substantially owner occupied, leasing of Lots shall be governed by the restrictions imposed by this Article.

7.1. Prohibition. Except as provided herein, the leasing of Lots is hereby prohibited. Notwithstanding anything to the contrary herein, short-term rentals, transient tenants, and any

other service utilized to temporarily rent Lots as accommodations to guests or tenants (for example, Airbnb, VRBO, or other similar services) are expressly prohibited.

7.2. Definition. “Leasing,” for purposes of the Declaration, is defined as the regular, exclusive occupancy of a Lot by any person or persons other than the Owner; provided, however, leasing shall not include occupancy by the spouse, child or parent of an Owner and shall not include the occupancy by a roommate of an Owner who occupies the Lot as such Owner’s primary residence.

If the Owner of a Lot is a corporation, limited liability company, partnership, trust, or other legal entity not being a natural person, the entity shall designate in writing to the Board of the Directors the name(s) of the natural person(s) who will occupy the Lot.

7.3. General. Any Owner who desires to lease such Owner’s Lot may do so only if the Owner has applied for and received from the Board of Directors either a “Leasing Permit” or a “Hardship Leasing Permit.” Such a permit, upon its issuance, will allow an Owner to lease his or her Lot provided that such leasing is in strict accordance with the terms of the permit and this Article. All permits shall be valid only as to a specific Lot Owner and Lot and shall not be transferable between either Lots or Lot Owners.

7.4. Leasing Permits. An Owner’s request for a Leasing Permit shall be approved if current, outstanding Leasing Permits have not been issued for more than ten percent (10%) of the total number of Lots. A Leasing Permit shall be automatically revoked upon the sale or transfer of the Lot to a third party (excluding sales or transfers to an Owner’s spouse or a person cohabitating with the Owner, or a corporation, partnership, company, or legal entity in which the Owner is a principal).

If current Leasing Permits have been issued for ten percent (10%) of the total number of Lots, no additional Leasing Permits shall be issued (except for Hardship Leasing Permits, as set forth below) until the number of outstanding current Leasing Permits falls below ten percent (10%) of the total number of Lots. Owners who have been denied a Leasing Permit shall automatically be placed on a waiting list for a Leasing Permit and shall be issued a Leasing Permit if they so desire when the number of current outstanding Leasing Permits issued falls to less than ten percent (10%) of the total number of Lots. The issuance of a Hardship Leasing Permit to an Owner shall not cause the Owner to be removed from the waiting list for a Leasing Permit.

7.5. Hardship Leasing Permits. If the failure to lease will result in a hardship, an Owner may seek to lease on a hardship basis by applying to the Board of Directors for a Hardship Leasing Permit. The Board of Directors shall have the sole authority to issue or deny requests for Hardship Leasing Permits in its discretion. In making such a determination, the Board may take any factor into account, including: (1) the nature, degree, and likely duration of the hardship, (2) the number of Hardship Leasing Permits which have been issued to other Owners, (3) the Owner’s ability to cure the hardship, and (4) whether previous Hardship Leasing Permits have been issued to the

Owner. Hardship Leasing Permits shall be valid for a term not to exceed one year. Owners may apply for additional Hardship Leasing Permits.

7.6. Leasing Provisions. Leasing of Lots shall be governed by the following provisions:

(a) Notice. At least seven (7) days prior to entering into the lease of a Lot, the Owner shall provide the Board of Directors with a copy of the proposed lease and such other information as the Board may reasonably require.

(b) General. Lots may be leased only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Lots or assignment of leases unless approved in writing by the Board.

(c) Liability for Assessments and Compliance with Declaration, Bylaws, and Rules and Regulations. Any lease of a Lot shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner covenants and agrees that any lease of a Lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into a lease by existence of this covenant on the Lot.

(i) Liability for Assessments. Lessee shall be personally obligated to pay to the Association all late charges, fines, interest, and costs of collection, including, but not limited to, reasonable attorney's fees actually incurred, to the same extent lessee would be required to make such payments to the Association if lessee were the Owner of the premises during the term of the agreement.

(ii) Compliance with Declaration, Bylaws, and Rules and Regulations. Lessee shall abide by and comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other occupants and guests in order to insure compliance with the foregoing. Lessee acknowledges that the violation by lessee or any occupant living with lessee of any provision of the Declaration, Bylaws, or rules and regulations adopted thereunder shall constitute a default under this lease. Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and is responsible for all violations and losses caused by such occupants, notwithstanding the fact that such occupants of the Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto. If the lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule and regulation for which a fine is imposed, such fine may be assessed against the lessee and/or the Owner; provided, however, if a fine is not paid by the lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Board of the lessee's failure to do so. Unpaid fines shall constitute a lien against the Lot. Any lessee charged with a violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto is entitled to the same procedure to which an Owner is entitled prior to the imposition of a fine or other sanction.

(iii) Use of Common Property. Except with written Board approval, the Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property, if any, including, but not limited to, the use of any and all recreational facilities and other amenities.

7.7. Applicability of this Article (Grandfathered Owners). Except as provided herein, the leasing restrictions within this Article shall not apply to any Owner who is an Owner of a Lot on the date this Amendment is recorded in the Gwinnett County, Georgia land records if the Owner is leasing the Lot on such date pursuant to a lease for an initial term of six months or longer in accordance with the terms of the Declaration (a “Grandfathered Owner”). The Grandfathered Owner may continue to lease the Lot in accordance with the terms of the Declaration as it existed prior to the date this Amendment is recorded in the Gwinnett County, Georgia land records; provided, however, upon the conveyance of ownership of the Lot for value, all leasing restrictions of this Article shall apply. The expressed purpose of this grandfathering provision is to allow Owners who own, and who are leasing, Lots as of the date this Amendment is recorded in the Gwinnett County, Georgia land records (the “Effective Date”) to continue to lease their Lots without a Leasing Permit or Hardship Leasing Permit, but to thereafter restrict leasing upon conveyance of ownership of the Lots (e.g., resales).

Grandfathered Owners shall, within ninety (90) days of the Effective Date, shall provide a copy of a fully executed lease evidencing that the Owner’s Lot was leased as of the Effective Date. Failure to provide such lease shall create a presumption that the Lot was not leased on the Effective Date, and thus, does not create a Grandfathered Owner.

Any and all leases entered into by a Grandfathered Owner must comply with Section 9.6 of this Article.

Leasing pursuant to this Article shall be counted when calculating the total number of Lots issued Leasing Permits.

ARTICLE VIII. MAINTENANCE RESPONSIBILITY

8.1. Association’s Responsibility. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping, grass areas, paving and other improvements situated on the Common Property. The Association shall also maintain and keep in good repair all water and sewer pipes or facilities which serve the Common Property and the entry features that serve the Community. Such maintenance shall be performed consistent with this Declaration and the Community-Wide Standard established pursuant hereto.

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed by an Owner or Occupant on or to the Common Property or any other area within the Community which is the Association’s responsibility hereunder shall be performed at the sole

expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Lot, or any other Person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Community or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to the Owner of any Lot or such Owner's Occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of portion of the Community. The Association shall not be liable to any Owner, or any Owner's Occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Article where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

If the Board determines that the need for maintenance or repair is in the Common Property or any other area within the Community which is the Association's responsibility hereunder, and is caused through the actions or inactions of any Owner or Occupant, or his or her family, guests, lessees or invitees, then the Association may assess the cost of any such work against the Owner's Lot.

8.2. Maintenance Standards and Interpretation. The Board of Directors, in its discretion, may determine schedules of maintenance and repair for the Common Property and any other property within the Community which the Association is responsible to maintain hereunder, and may do so based on the availability of funds for performance of such projects. The Board shall attempt to determine and prioritize schedules based on its opinion of severity of damage and need for corrective work or maintenance. Maintenance and repairs which are part of the Association's responsibility need not be made upon Owner request if, in the Board's discretion, an emergency condition does not exist and such maintenance or repair is included or is to be included within the Board's schedule of maintenance or repairs.

The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary from one term of the Board to another. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this Article. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board.

ARTICLE IX. EASEMENTS

9.1. Easements for Use and Enjoyment. Unless otherwise provided herein, every Permanent Member shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property, which shall be appurtenant to and shall pass with the title to the Owner's Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any portion of the Common Property, to limit the number of guests of Lot Owners and tenants who may use the Common Property, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, the Owner's family, tenants, guests, and invitees;

(b) the right of the Board of Directors to make and to enforce reasonable rules and regulations governing the use of the Common Property;

(c) the right of the Association to suspend the right of an Owner to use the Common Property in the Community for any period during which any assessment against the Owner or Owner's Lot which is provided for herein remains unpaid;

(d) the right of the Association to grant permits, licenses, or easements across the Common Property; and

(e) the right of the Board of Directors to convey all or a portion of the Common Property to any Person upon the written approval of at least two-thirds (2/3) of the total vote of the Association membership.

Any Permanent Member may delegate the Owner's right of use and enjoyment in and to the Common Property and facilities located thereon to the members of the Owner's family, or to the Owner's tenants and guests.

9.2. Easement for Entrance Sign and Landscaping. The Association shall have an easement over any portion of a Lot on which any entrance feature, including, but not limited to, any perimeter wall, fence and/or landscaping, and the Community sign and landscaping, are located. The Association shall be solely liable for the maintenance, repair and replacement of the entrance features, landscaping, and annual flowers, if any. Any and all entrance features and landscaping shall remain the personal property of the Association and shall not be realty. The Association shall additionally have an easement for the installation and maintenance of utility and water lines across the Lot to the entrance features.

ARTICLE X. INSURANCE

10.1. Hazard Insurance on Common Property. The Association's Board or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable

improvements on the Common Property. The insurance shall include fire and extended coverage, including coverage for vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase “all-risk” coverage in like amounts.

10.2. Association Liability and Directors’ and Officers’ Liability Insurance. The Board shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents in their capacities as such, and, if reasonably available, directors’ and officers’ liability insurance. The public liability policy shall have a combined single limit of at least one million (\$1,000,000.00) dollars.

10.3. Premiums and Deductible on Association Policies. Premiums for all insurance obtained by the Association shall be a common expense of the Association. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

10.4. Policy Terms. All such insurance coverage obtained by the Board shall be written in the name of the Association. Such insurance shall be governed by the following provisions:

(a) All policies shall be written with a company licensed to do business in Georgia.

(b) All policies on the Common Property shall be for the benefit of the Association and its members.

(c) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

ARTICLE XI. REPAIR AND RECONSTRUCTION

11.1. Common Property. In the event of damage to or destruction of all or any part of the Common Property insured by the Association as a result of fire or other casualty, unless eighty percent (80%) of the Lot Owners vote not to proceed with the reconstruction and repair of the structure, the Board or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the damaged part of the Common Property.

11.2. Cost Estimates. Immediately after a fire or other casualty causing damage to the Common Property, the Board shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures (including any damaged Lot) to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary.

11.3. Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, a special assessment shall be made against all of the Lot Owners without the necessity of a vote of the members or compliance with Article VI, Section 6.7 above. If, after repair and reconstruction is completed, there is a surplus of funds, such funds shall be common funds of the Association to be used as directed by the Board.

ARTICLE XII. MORTGAGEE'S RIGHTS

12.1. Foreclosure. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Lot obtains title pursuant to judicial or nonjudicial foreclosure of the first priority Mortgage, it shall not be liable for assessments or charges by the Association chargeable to such Lot which became due prior to such acquisition of title. Such acquirer shall be responsible for all charges accruing subsequent to the passage of title.

12.2. Financial Statement. Any holder of a first Mortgage shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting.

12.3. Non-Impairment. Notwithstanding anything to the contrary herein contained, the provisions of this Declaration governing sales and leases shall not apply to impair the right of any first Mortgagee to: (i) foreclose or take title to a Lot pursuant to remedies contained in its Mortgage; (ii) take a deed or assignment in lieu of foreclosure; or (iii) sell, lease, or otherwise dispose of a Lot acquired by the Mortgagee.

ARTICLE XIII. AMENDMENTS

This Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent, of the Association members holding at least two-thirds (2/3) of the total vote of the Association. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and filed in Gwinnett County, Georgia land records.

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the owners, may amend the Declaration to comply with any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association (“Fannie Mae”), the Department of Housing and Urban Development (“HUD”) and the Veterans Administration (“VA”).

Any action to challenge the validity of this Declaration or an amendment adopted under this Article must be brought within one (1) year of the recording of same in the Gwinnett County, Georgia land records. No action to challenge this Declaration or any such amendment may be brought after such time.

ARTICLE XIV. GENERAL PROVISIONS

14.1. Enforcement. In addition to any other enforcement right set forth within the Declaration or Bylaws, the Association, acting through the Board of Directors, shall have the right to enforce any violation of the Declaration, Bylaws or rules and regulations of the Association by a proceeding at law or in equity, or as otherwise provided herein. Owners may enforce the Declaration against other Owners by a proceeding at law or in equity.

(a) Suspensions of Use. The Board shall have the power to suspend the use of any Common Property for any violation of the Declaration, Bylaws, or any Association rules and regulations. In the event an Owner’s right to use the Common Property is suspended for any reason, such Owner, and his or her guests, family members, licensees, and invitees shall not be authorized to access the Common Property as a guest of another Owner or Occupant. The Board shall not suspend the right to use the Common Property, unless and until the Board has sent or delivered written notice to the Owner or Occupant as provided herein; provided, however, an Owner’s right to use the recreational facilities shall automatically be suspended without notice during any period in which an Owner is more than thirty (30) days delinquent on any assessment or charge, and the Owner shall be ineligible to use the recreational facilities until the Owner’s account balance has been paid in full.

(b) Suspension of Voting. A member’s right to vote shall automatically be suspended during any period in which a member is more than thirty (30) days delinquent on any assessment. The Association shall not be required to provide any notice to such member that the member’s voting rights have been automatically suspended.

14.2. Duration. The covenants, conditions, restrictions, and easements within the Declaration shall run with and bind the property subject to this Declaration perpetually or as otherwise provided by Georgia law.

14.3. Security. The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety in the Community; however, each Owner, for itself, himself or herself and its, his or her tenants, guests, licensees, and

invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security in the Community. It shall be the responsibility of each Owner to protect its, his or her person and property and all responsibility to provide security shall lie solely with each Lot Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

14.4. Dispute Resolution. Any Lot Owner or Occupant must give written notice to the Board requesting a hearing with the Board and attend such hearing to discuss amicable resolution of any dispute against the Association before that Owner or Occupant files any lawsuit against the Association, the Board, or any officer or director, or any agent of same. The Owner or Occupant shall, in such notice and at the hearing, make a good faith effort to explain the grievance and resolve the dispute in an amicable fashion, and shall give the Association a reasonable opportunity to address the Owner's or Occupant's grievance before filing suit.

14.5. No Discrimination. No action shall be taken by the Association or the Board of Directors which would discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status, or handicap.

14.6. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

14.7. Eminent Domain. If all or any part of the Common Property shall be taken or conveyed in lieu of or under threat of condemnation by any authority having power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. If the taking involves a portion of the Common Property on which improvements have been constructed, then, unless within one hundred and eighty (180) days after such taking at least seventy-five percent (75%) of the total number of Owners shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining Common Property to the extent land is available therefor.

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

14.9. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise shall in no way affect the application of such provision to other circumstances or affect any other provision, which shall remain in full force and effect.

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

14.11. Preparer. This Declaration was prepared by Joseph C. Larkin, Lueder, Larkin & Hunter, LLC, 5900 Windward Parkway, Suite 390, Alpharetta, Georgia 30005.

IN WITNESS WHEREOF, the undersigned hereby certify that the agreement of the required parties was lawfully obtained.

This _____ day of _____, 20__.

[SIGNATURES ON FOLLOWING PAGE]

MAPLE RIDGE ASSOCIATION, INC.

Signature of President
Print Name: _____

Sworn to and subscribed before me
this ____ day of _____, 20__.

Witness: _____

Notary Public

Signature of Secretary
Print Name: _____

Sworn to and subscribed before me
this ____ day of _____, 20__.

Witness: _____

Notary Public