

COPY

ARTICLES OF INCORPORATION

OF

CUMBERLAND ON LANIER OWNERS ASSOCIATION, INC.

2006 FEB 20 AM 9:48

SECRETARY OF STATE
CORPORATIONS DIVISION

-1-

The name of the corporation is "CUMBERLAND ON LANIER OWNERS ASSOCIATION, INC."

-2-

The street address of the initial registered office of the corporation is 4199 Cumberland Point Drive, Gainesville, Hall County, Georgia 30504, and the initial registered agent of the corporation at such address is Albert L. Gay, Jr.

-3-

The name and address of the incorporator is Ralph L. Taylor, III, 2160 Morningside Drive, Suite 200, Buford, Georgia, 30518.

-4-

The corporation shall have members as specified in the By Laws of the corporation.

-5-

The mailing address of the initial principal office of the corporation is 4199 Cumberland Point Drive, Gainesville, Hall County, Georgia 30504.

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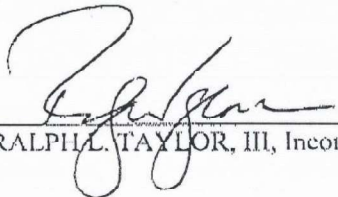
The corporation is organized pursuant to the Georgia Nonprofit Corporation Code.

-7-

No director of the corporation shall be personally liable to the corporation or its shareholders for monetary damages for breach of his duty of care or other duty as a director; provided that this

provision shall eliminate or limit the liability of a director only to the extent permitted from time to time by the Georgia Nonprofit Corporation Code or any successor law or laws.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation, this 16th day of FEBRUARY 2006.



RALPH L. TAYLOR, III, Incorporator

WEISSMAN, NOWACK, CURRY & WILCO, P.C.
2160 Morningside Drive
Suite 200
Buford, Georgia 30518
(770) 831-7770

BY-LAWS

OF

CUMBERLAND ON LANIER OWNERS ASSOCIATION, INC.

ARTICLE I

OFFICES

1. **Registered or Statutory Office, and Agent or Clerk.** The registered or statutory office of the Corporation in the State of incorporation is at 4199 Cumberland Point Drive, Gainesville, Hall County, Georgia 30504. The registered, statutory or resident agent of the Corporation at such office is Albert L. Gay, Jr.
2. **Other Places of Business.** Branch or subordinate offices or places of business may be established at any time by the Board of Directors at any place or places where the corporation is qualified to do business.

ARTICLE II

MEMBERS

1. **Membership.** All owners of lots within the Cumberland on Lanier Subdivision shall be members of the CUMBERLAND ON LANIER OWNERS ASSOCIATION, INC. by virtue of their ownership of a lot within the subdivision.
2. **Annual Meeting.** The annual meeting of members shall be held upon not less than ten nor more than fifty days' written notice of the time, place and purposes of the meeting at 10:00 o'clock a.m. on the third Tuesday of the month of January of each year at the principal office of the Corporation or at such other time and place as shall be specified in the notice of meeting, in order to elect directors and transact such other business as shall come before the meeting, including the election of any officers as required by law. If that date is a legal holiday, the meeting shall be held at the same hour on the next succeeding business day.
3. **Special Meetings.** A special meeting of members may be called for any purpose by the President or the Board of Directors or as permitted by law. A special meeting shall be held upon not less than ten nor more than fifty days' written notice of the time, place and purposes of the meeting.

4. **Action Without Meeting.** The members may act without a meeting if, prior or subsequent to such action, each member who would have been entitled to vote upon such action shall consent in writing to such action. Such written consent or consents shall be filed in the minute book.
5. **Quorum.** The presence at a meeting in person or by proxy of the holders of shares entitled to cast a majority of all shares issued and outstanding shall constitute a quorum.
6. **Record Date.** The record date for all meetings of members shall be as fixed by the Board of Directors or as provided by statute.

ARTICLE III

BOARD OF DIRECTORS

1. **Name and Term of Office.** The Board of Directors shall consist of three to five members. Each director shall be elected by the members at each annual meeting and shall hold office until the next annual meeting of members and until that director's successor shall have been elected and qualified.
2. **Regular Meetings.** A regular meeting of the Board shall be held without notice immediately following and at the same place as the annual members' meeting for the purposes of electing officers and conducting such other business as may come before the meeting. The Board, by resolution, may provide for additional regular meetings which may be held without notice, except to members not present at the time of the adoption of the resolution.
3. **Special Meetings.** A special meeting of the Board may be called at any time by the President or by one director for any purpose. Such meeting shall be held upon not less than seven days' notice if given orally, (either by telephone or in person,) or by telegraph, or upon not less than fourteen days' notice if given by depositing in the United States mails, postage prepaid. Such notice shall specify the time, place and purposes of the meeting.
4. **Action Without Meeting.** The Board may act without a meeting if, prior to such action, each member of the Board shall consent in writing thereto. Such consent or consents shall be filed in the minute book.
5. **Quorum.** A majority of the entire Board shall constitute a quorum for the transaction of business.
6. **Vacancies in Board of Directors.** Vacancies in the Board, whether caused by removal, death, mental or

physical incapacitation or any other reason, including vacancies caused by an increase in the number of directors, may be filled by the affirmative vote of a majority of the remaining directors, even though less than a quorum of the Board, or by a sole remaining director.

ARTICLE IV

WAIVERS OF NOTICE

Any notice required by these by-laws, the certificate of incorporation or the law of the State of incorporation may be waived in writing by any person entitled to notice. The waiver or waivers may be executed either before, at or after the event with respect to which notice is waived. Each director or member attending a meeting without protesting the lack of proper notice, prior to the conclusion of the meeting, shall be deemed conclusively to have waived such notice.

ARTICLE V

OFFICERS

1. **Election.** At its regular meeting following the annual meeting of members, the Board shall elect a President, a Treasurer and a Secretary or Clerk, except such officers as shall be elected by the members. It may elect such other officers, including one or more Vice Presidents, as it shall deem necessary. One person may hold two or more offices.
2. **Duties and Authority of President.** The President shall be chief executive officer of the Corporation. Subject only to the authority of the Board, he shall have general charge and supervision over, and responsibility for, the business and affairs of the Corporation. Unless otherwise directed by the Board, all other officers shall be subject to the authority and supervision of the President. The President may enter into and execute in the name of the Corporation contracts or other instruments in the regular course of business or contracts or other instruments not in the regular course of business which are authorized, either generally or specifically, by the Board. He shall have the general powers and duties of management usually vested in the office of president of a corporation.
3. **Duties and Authority of Vice President.** The Vice President shall perform such duties and have such authority as from time to time may be delegated to him by the President or by the Board. In the event of the

absence, death, inability or refusal to act by the President, the Vice President shall perform the duties and be vested with the authority of the President.

4. **Duties and Authority of Treasurer.** The Treasurer shall have the custody of the funds and securities of the Corporation and shall keep or cause to be kept regular books of account for the Corporation. The Treasurer shall perform such other duties and possess such other powers as are incident to that office or as shall be assigned by the President or the Board.

5. **Duties and Authority of Secretary or Clerk.** The Secretary or Clerk shall cause notices of all meetings to be served as prescribed in these by-laws and shall keep or cause to be kept the minutes of all meetings of the members and the Board. The Secretary or Clerk shall have charge of the seal of the Corporation. The Secretary or Clerk shall perform such other duties and possess such other powers as are incident to that office or as are assigned by the President or the Board.

6. **Removal of Officers.** The Board may remove any officer or agent of the Corporation if such action, in the judgment of the Board, is in the best interest of the Corporation. Appointment or election to a corporate office shall not, of itself, establish or create contract rights.

7. **Vacancies in Office.** The Board, in its absolute discretion, may fill all vacancies in office, regardless of the cause of such vacancies, for the remainder of the terms of the offices.

ARTICLE VI

AMENDMENTS TO AND EFFECT OF BY-LAWS

FISCAL YEAR

1. **Force and Effect of By-Laws.** These by-laws are subject to the provisions of the law of the State of incorporation and the Corporation's certificate of incorporation, as it may be amended from time to time. If any provision in these by-laws is inconsistent with a provision in the State statutes or the certificate of incorporation, the provision of the State statutes or the certificate of incorporation shall govern.

2. Wherever in these by-laws references are made to more than one incorporator, director or member, they shall, if this is a sole incorporator, director or member corporation, be construed to mean the solitary person; and all provisions dealing with the quantum of majorities or quorums shall be deemed to mean the action by the one person constituting the Corporation.

3. **Amendments to By-Laws.** These by-laws may be altered, amended or repealed by the members or the Board. Any by-law adopted, amended or repealed by the members may be amended or repealed by the Board, unless the resolution of the members adopting such by-law expressly reserves to the members the right to amend or repeal it.
4. **Fiscal Year.** The fiscal year of the Corporation shall begin on the first day of January of each year.
5. **Restrictive Covenants.** The Declaration of Restrictive Covenants for CUMBERLAND ON LANIER OWNERS ASSOCIATION, INC., a copy of which are attached hereto, as may be amended from time to time, are by reference incorporated herein and made a part hereof.

APPENDIX A
Covenants / Articles Inc. / By-Laws

**DECLARATION OF PROTECTIVE AND RESTRICTIVE
COVENANTS FOR CUMBERLAND ON LANIER SUBDIVISION**

STATE OF GEORGIA COUNTY OF HALL

THIS DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS is made and published this _____ day of _____ 1999, by Shoreline Development Group, LLC as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner and developer of property forming a subdivision in Hall County, Georgia known as "Cumberland on Lanier", Phase One, the same being a subdivision of all those certain lots, tracts, or parcels of land, situate, lying, and being in Hall County, Georgia, shown and delineated by plats of survey of the same prepared by Don Williams and Associates Land Surveyors, Inc., Georgia registered land surveyors, Survey Date September 21, 1998, Plat Date April 28, 1999, recorded at Slide 774, Page 71A and Slide 774, Page 72A, Hall County, Georgia Plat Records, said plats being referred to and incorporated herein by reference for a complete description of Phase One of the subdivision (hereinafter said property shall be referred to as the "subdivision");

WHEREAS, Declarant desires to subject the subdivision to the provisions of this Declaration;

WHEREAS, it is to the best interest, benefit, and advantage of Declarant and of each and every person who shall hereafter purchase and acquire any lot in the subdivision that certain restrictive and protective covenants governing and regulating the use and occupancy of the subdivision be established, fixed, and set forth and declared to be covenants running with the land;

NOW, THEREFORE, for and in consideration of the premises and of the benefits and advantages to be derived by Declarant and each and every subsequent owner of every lot in the subdivision, Declarant hereby declares that the subdivision, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens (sometimes referred to herein collectively as "covenants" and/or "restrictions") hereinafter set forth, which are for the purpose of protecting the value and desirability of the subdivision and all lots therein, shall run with the land hereby or hereafter made subject hereto, and shall be binding upon and inure to the benefit of all persons having any right, title, or interest to any lot or portion of the subdivision, their respective heirs, legal representatives, successors, and assigns.

1. LAND USE: The subdivision shall be occupied and used only as follows:

- (a) Each lot shall be used as a residence for a single family and for no other purpose. (b) No business of any kind shall be conducted in the subdivision with the exception of the business of Declarant in developing and selling the lots in the subdivision.
- (c) No noxious or offensive activity shall be carried on or in the subdivision nor shall anything be done therein which may become an annoyance or nuisance to the neighborhood. Nothing set forth in this subparagraph, however, shall be deemed to prohibit the development of the subdivision including but not limited to the construction, protection, and maintenance of streets, utilities, common areas, and homes on or within the subdivision.
- (d) No sign of any kind shall be displayed to public view on a lot or in the common area without the prior written consent of the Association (hereinafter defined at paragraph 14), except for customary name and address signs, lawn signs of not more than four square feet advertising a property for sale or rent, or any sign which the Declarant may deem appropriate for purposes of marketing and advertising the subdivision and lots therein for sale.
- (e) Neither a temporary nor permanent residence shall be established on any lot in a trailer, mobile home, tent, shack, garage, barn, log cabin, or any outbuilding.
- (f) SEE AMENDMENTS

- 2. **BUILDING TYPE:** No structure shall be erected or placed on any lot other than one, detached, single-family dwelling, except erection of a separate garage is permitted. Declarant, however, is permitted to use a lot and any structure thereon as a model home and office for the sale of lots in the subdivision. All structures are subject to architectural control as provided in this Declaration.
- 3. **RESUBDIVISION OF LOTS:** No lot shall be resubdivided into a building plot of lesser size than the original lot.
- 4. **ARCHITECTURAL CONTROL:** No building, appurtenance, or driveway shall be erected, placed, or altered on any lot unless the building, landscape, and driveway design is approved in writing by the Architectural Control Committee. Declarant shall be the Architectural Control Committee and is empowered to approve or reject building, landscape, and driveway plans and specifications as to design, quality of workmanship, materials, and as to the location of same. Declarant has the right to assign in writing its authority and powers as the Architectural Control Committee to any entity or person it chooses, including the Cumberland on Lanier Owners Association or any committee designated by same. Lot owners desiring to locate and construct a dwelling shall first submit home, driveway, and landscape plans and specifications therefor to the Architectural Control Committee and obtain written approval from it prior to beginning construction of any improvement on said lot.

No gate(s), column(s), wall(s), or fence(s) (not attached to the dwelling) shall be constructed or placed upon the property unless approved by the Architectural Control Committee prior to construction. The Architectural Control Committee shall review and approve all fences prior to installation.

All mailboxes shall be of a uniform design and construction designated by the Architectural Control Committee.

All homes constructed herein and appurtenances thereto shall meet the following criteria:

- (a) The exterior surface of a residence or any other structure or improvements shall be wood, stone, stucco, cedar, shingle, brick, or synthetic stucco. Vinyl siding is prohibited. Any other type of siding must be first approved by the Architectural Control Committee. There shall be no exposed concrete block or poured wall; any exposed foundation must be covered with brick, stone, or stucco. No wooden stoop shall be allowed on the front of any house. (b) All structures shall be completed within one year of when construction commences unless otherwise approved by the Architectural Control Committee.
- (c) All homes throughout subdivision shall have side or rear entry double car garages accommodating at least two automobiles unless deemed impossible by the Architectural Control Committee. All garages shall have garage doors.
- (d) All plumbing stacks and roof vents shall be vented to the rear roof of all dwellings and painted the color of shingles.
- (e) Any electrical meter base installed on the side of any home is to be painted the same color of the exterior finish unless prohibited by the electrical utility providing service.
- (f) Air conditioning compressors located on side or rear of homes must be screened with shrubs.
- (g) The interior walls of all garages must be finished, painted, or stained.
- (h) All chimney tops shall be encased with shroud unless otherwise approved by the Architectural Control Committee.
- (i) At the time of the construction of improvements on a lot in said subdivision, said lot owner shall construct a driveway entrance which shall meet specifications of the Architectural Control Committee. The sidewalk shall be machine cut from the driveway and any L Back curb, and the driveway shall warp to the sidewalk and curb. There shall be no cut to a Rollback curb. The lot owner(s) shall repair any damage to the sidewalk, curb, and gutter due to construction of or on behalf of said lot owner(s).
- (j) The front and side yard to any dwelling calling for grass shall be sodded. Owner shall install ample plant material on elevations which face a street. All landscaping shall be approved by the Architectural Control Committee.
- (k) Any out building shall be constructed in like style and of like materials as the main residence and shall conform to the requirements set forth herein.

5. SIZE OF DWELLING:

(a) No dwelling shall be erected on any lot where the ground area thereof shall be less than 3000 square feet of heated space in the case of a one-story structure.

(b) In the case of a two-story structure, no dwelling shall be erected on any lot in said subdivision where the ground area thereof shall be less than 2000 square feet of heated space and where the total square footage of all stories shall be less than 3000 square feet.

(c) In the case of a split-level or split-foyer structure, no dwelling shall be erected on any lot in said subdivision where the finished and heated living area shall be less than 3500 square feet.

(d) In the case of a one-story structure with a finished basement, no dwelling shall be erected on any lot in said subdivision where the main floor shall be less than 3000 square feet of heated space.

(e) These minimum requirements of square footage shall be exclusive of porches, carports, patios, outside storage rooms, or any unheated areas.

6. BUILDING LOCATION: All dwellings or other buildings and appurtenances shall be erected within the building setback lines as delineated on the subdivision plat referred to above.

7. APPROVED BUILDERS LIST: NONE

8. OBLIGATION TO BEGIN CONSTRUCTION: NONE

9. RIGHT OF FIRST REFUSAL: NONE

10. RENTALS: ~~The erection of any duplex structure, commercial apartment house, boarding house, or other structure designed primarily or intended to be used for rental purposes is hereby prohibited. It is not intended by these restrictions, however, subject to zoning, to prohibit an owner from renting a room or an apartment in any dwelling located upon a lot in the subdivision, which dwelling is occupied by the owner at the time the renting or leasing is done, nor shall it prohibit the renting or leasing of an entire dwelling by the owner to a single family.~~ **SEE AMENDMENTS**

11. PROHIBITED STRUCTURES AND APPURTENANCES: No above-ground swimming pool, clothesline, mobile home, or dilapidated shed or similar structure shall be placed or permitted in the subdivision.

12. MISCELLANEOUS STRUCTURES AND APPURTENANCES:

- (a) All antennas shall be either in the rear of the home, in the attic, or on the rear roof and shielded from view to the extent practicable from all streets and adjoining lots. No antenna visible or partially visible from any street or other lot shall be installed without prior written approval of the Architectural Control Committee.
- (b) No satellite dish over 18 inches in diameter shall be permitted in the subdivision. Any satellite dish must be approved by the Architectural Control Committee prior to installation. Approved satellite dishes shall be located in the rear yard or rear roof, completely screened from view from any street, and shielded from view to the extent practicable from adjoining lots.
- (c) Playground equipment shall be kept in good maintenance and repair and placed to the rear of the home in a location which is not visible from any street if possible, and if not possible in a location least visible from all streets.
- (d) Garbage containers and wood piles shall be placed in a location so as not to be visible from any street, except garbage containers may be placed in the open any day that a pickup is made to provide access to the persons making such pickup in accordance with subparagraph 18(d) of this declaration.
- (e) No swimming pool or outdoor hot tub shall be constructed on any lot(s) in the subdivision absent prior written approval of the Architectural Control Committee.
- (f) No decorative appurtenance, gazebo, or fountain shall be placed upon any lot(s) in the subdivision without the prior written approval of the Architectural Control Committee.
- (g) No tennis court shall be constructed on any lot(s) in the subdivision without the prior written approval of the Architectural Control Committee.
- (h) No above-ground propane or similar fuel tank (excluding common small tanks for barbecue grills) shall be placed on any lot(s) within the subdivision.

- 13. AUTOMOBILES, OTHER VEHICLES, AND PARKING:** Each owner and/or occupant of a lot shall park automobiles and other vehicles only on such lot, and no owner, occupant, family member, or guest shall park any automobile on the streets or in any common area of the subdivision as a matter of course. No vehicle may be parked on any area other than a paved driveway or parking pad. Any vehicle which is inoperable shall be towed away. Trucks, campers, recreational vehicles, trailers of any kind, and boats shall not be parked or stored on any individual lot(s) unless totally shielded from vision from all streets and other lots and shall not be parked upon any portion of the common property.

No commercial, industrial, or junk vehicle or trailer, including but not limited to moving vans, work trucks, tractors, trailers, wreckers, hearses, compressors, concrete mixers, and buses, shall be regularly or habitually parked in any subdivision street or common area or on any lot unless totally shielded from vision from streets and other lots.

No motor vehicles are allowed in easement, common areas, or pedestrian walks but for streets and parking areas.

14. OWNERS ASSOCIATION: ~~There is hereby established an owners association (hereinafter sometimes referred to as "Association") known as "Cumberland on Lanier Owners Association". All incidents and rights of membership, including but not limited to all voting rights, shall be reserved and retained by the Declarant until the day (hereinafter "transition date") Declarant has sold 100% of the lots in Cumberland On Lanier Subdivision or until the Declarant voluntarily relinquishes its incidents of membership including voting rights, whichever first occurs. Declarant shall be the sole member of the Association until the transition date. Declarant reserves the right, but has no obligation, to incorporate the Association prior to the transition date, but said incorporation shall not be deemed a relinquishment of Declarant's incidents of membership and status as sole member. If the Association has not been incorporated upon said transition date, the Owners of the lots in the subdivision shall enter into an agreement among themselves to formalize as a Georgia nonprofit corporation the Association to be known as "Cumberland On Lanier Owners Association, Inc." to be governed by its charter and/or by laws as shall be adopted. The purposes of the Association shall include (a) enforcing the provisions of the protective and restrictive covenants set forth herein; (b) preserving the natural beauty and ensuring the best development of the subdivision; and (c) providing for the continuing maintenance and preservation of the common property serving the subdivision, including but not limited to street lights, landscaping, and fences. Immediately upon the transition date, the Association shall assume all functions theretofore performed by the Declarant providing for the maintenance of the common property of Cumberland On Lanier Subdivision. Voting rights and assessments as defined below shall be determined on a per lot basis, and the term "Lot(s)" means the lots as shown on the subdivision plat referred to above. For example, if an owner purchases two adjoining lots for one home site, said owner shall be entitled to two votes but is subject to assessments for two lots. SEE AMENDMENTS~~

15. MEMBERSHIP AND ASSOCIATION: Upon the transition date, every owner of a lot by virtue of owning property subject to this Declaration shall be a member of the Association, except any person or entity holding any interest merely as security for the performance of any obligation shall not be entitled to membership. Membership shall be appurtenant to and may not be separated from ownership of a lot, and membership is transferred upon conveyance of a lot. Each lot is entitled to one vote only to be cast by its owner(s). Only owners present at the Association meeting where a vote is being taken or who submit a properly executed proxy to the Association prior to the vote shall be entitled to vote, and all other owners shall be deemed to have waived their vote.

When more than one person holds an interest in a given lot, all such persons shall be members. If only one of said lot owners is present at a meeting of the Association, that person shall be entitled to cast the vote pertaining to that lot which shall be deemed the vote of that lot. If more than one owner of a given lot is present, the vote for the lot shall be exercised as they may determine and agree between or among themselves; absent an agreement, the vote for the lot shall be exercised in accordance with the vote of the majority of the owners of said lot present at the meeting; in the event that there are an even number of owners of said lot present at the meeting, and their vote is evenly split, and they are unable to mutually resolve how the vote will be cast, then the vote for the lot shall be deemed an abstention, neither for nor against the measure being voted upon, and the owners of said lot shall be deemed to acquiesce, ratify, and assent to any action taken according to the majority vote. In no event shall more than one vote be cast with respect to any lot.

The Association may suspend an owner's voting rights upon written notice for failure of said owner(s) to pay any assessment within sixty (60) days of delivery of the notice of assessment to said owner(s).

16. ASSESSMENTS: ~~Declarant covenants for each lot within the subdivision, and each owner of a lot is deemed to covenant by acceptance of the owner's deed for the lot, whether or not it shall be so expressed in the deed, to pay to the Association all annual assessments and any special assessments declared by the Association. Assessments may be made before and after the transition date, provided that prior to the transition date the total of annual and special assessments shall not exceed \$1,150.00 per year per lot. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Annual and special assessments shall be used to promote the health, safety, welfare, appearance, atmosphere, and recreation of the residents in the subdivision; for the improvement and maintenance of common areas; for payment of any necessary utility or other services for the common area; for capital improvements to the common area as may be necessary or appropriate; for any insurance necessary to cover the common area; and for any other purposes deemed necessary by the Association for the common good of the subdivision and its residents. Declarant until transition date and thereafter the Board of Directors of the Association may fix annual assessments and declare any special assessments. All annual assessments must be fixed at a uniform rate for all lots. Special assessments generally shall be fixed at a uniform rate for all lots, except any common expenses occasioned by the conduct of less than all of those entitled to occupy all of the lots or by the licensees or invitees of any such lot or lots shall be specially assessed against the lot or lots, the conduct of any owner, occupant, licensee, or invitee of which occasioned any such common expense.~~

~~Any assessment not paid within sixty (60) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner or owners personally obligated to pay such assessment,~~

~~foreclose the lien against the property, and/or take such further action authorized by law to enforce and collect said assessment. No owner or owners may waive or otherwise escape liability for assessments provided for in this declaration by non-use of the common area or abandonment of his or her or their lot.~~

~~The assessment lien shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. The sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu of such foreclosure, however, shall extinguish the assessment lien as to payments that become due prior to the sale or transfer. No sale or transfer shall relieve the lot from liability for any assessments thereafter becoming due or from the lien of the assessments. It shall be incumbent upon the purchaser of any parcel to ascertain whether the parcel to be acquired is subject to a lien held by the Association for the nonpayment of any such assessment, and the failure of any such purchaser to make such inquiries shall not affect the validity of any such lien. The Association shall respond promptly to any inquiry by a prospective purchaser, and any such purchaser shall be authorized to rely upon a written response from the Association to the extent of the information stated therein.~~

SEE AMENDMENTS

17. ANIMALS AND PETS: No stable, poultry house or yard, rabbit hutch, or 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. However, household pets shall be permitted, provided they are not raised for commercial purposes, and further provided that such household pets are not allowed by owners to become a nuisance, whether by being allowed to run loose, because of aggressive or excessively noisy conduct, or because of hygiene habits or bodily wastes. Structures for the care, housing, or confinement of any pets shall be approved by the Architectural Control Committee. All pet structures shall be placed so as not to be seen from the street or adjoining neighbors' residences. In addition, the possibility of noise and odors shall be taken into consideration by the Architectural Control Committee in allowing pet structures to be placed on a lot.

18. SOLID WASTE:

- (a) No person shall dump rubbish, garbage, or any other form of solid waste on any lot or on common property.
- (b) Except during approved construction, no person shall burn rubbish, garbage or any other form of solid waste on any lot or on common property.
- (c) Except for building materials employed during the course of construction of any structure approved by the Architectural Control Committee, no lumber, metals, bulk materials, or solid waste of any kind shall be kept, stored, or allowed to accumulate on any lot unless screened.

(d) If rubbish, garbage, or any form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed in the open on any day that a pickup is to be made in order to provide access to persons making such pickup. At all other times such containers shall be screened or enclosed.

- 19. ONGOING MAINTENANCE:** All lots, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective property owners. Such maintenance shall include, but is not limited to, painting, repairing, replacing and caring for roofs, gutters, down spouts, building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Upon the failure or refusal of any lot owner to maintain his lot and the exterior of all improvements located thereon in a neat and sound condition, the Association may, after fourteen (14) days' notice to such owner, enter upon such lot and perform such exterior maintenance as the Association, in the exercise of its sole discretion, may deem necessary or advisable. Such lot owner shall be personally liable to the Association for the direct and indirect cost of such maintenance and shall reimburse the Association for all costs within thirty (30) days of receipt of written notice of said costs, after which the balance shall accrue interest at the rate of 12% per annum. The liability for such cost shall be a permanent charge and lien upon such lot enforceable by the Association by any appropriate proceeding in law or in equity. Although notice given as herein provided shall be sufficient to give the Association the right to enter upon such lot and perform such maintenance, entry for such purposes shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday.
- 20. UNSIGHTLY OR UNKEMPT CONDITIONS:** The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any portion of the common properties or on any lot in a location visible to a street or any other lot.
- 21. EASEMENTS, RESERVATIONS, AND RIGHTS OF WAY:** Easements for the installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain that may damage or interfere with the installation, function, and maintenance of the utilities, or that may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements on the lot shall be continuously maintained by owners of the lot, except for improvements for maintenance for which a public authority or utility company is responsible. No dwelling unit or other structure of any kind shall be built, erected, or maintained on any easement, reservation, or right-of-way, and such easements, reservations, and rights-of-way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall be open and accessible to Declarant, and Declarant's contractors,

successors, and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which the easements, reservations, and rights-of-way are reserved.

22. ACCESS TO COMMON AREAS: The common areas shall be open to owners of a lot, their family members residing with them, and guests from time to time for which right of enjoyment shall pass with title to the lot, subject to the following restrictions and rights of the Association:

- (a) The right to maintain the common areas;
- (b) The right to suspend use of recreational facilities and voting rights of any owner for periods during which assessments against said owner's lot remain unpaid, and the Association's right to suspend an owner's rights for temporary periods for any infraction of these covenants or the published rules and regulations of the Association; and
- (c) The right to dedicate or transfer any or any part of the common area to any municipality, public agency, authority, county, or utility for purposes and subject to conditions as may be designated by the Association. Notice of such dedication or transfer shall not be effective unless an instrument executed by two-thirds of members agreeing to the dedication or transfer has been recorded.

23. DOCKS: Declarant makes no representation as to the ability of any lot owner to obtain, maintain, or renew a permit to construct or maintain a dock on the waters of Lake Lanier. It shall be a lot owner's or purchaser's sole responsibility to determine for itself whether it may construct and/or maintain a dock and to seek proper permits therefor from the United States Corps of Engineers (hereinafter "Corps") and any other necessary entity. It is Declarant's intent to maximize the number of lake lots amenable to docks for the benefit of the maximum number of lot owners. The placement of a dock on a portion of shoreline close to an adjoining lot has the potential for removing another lot owner's ability to obtain a dock permit. Accordingly, all lots in the subdivision are conveyed subject to and conditioned upon Declarant's right to approve or reject the location of any dock on property abutting, adjoining, or surrounding the subdivision. The location of any dock must be approved by Declarant prior to placement of the dock, and by accepting an ownership deed each lot owner agrees that it shall not place a dock in any area abutting, adjoining, or surrounding the subdivision not approved by Declarant even if said location is approved by the Corps or any entity other than Declarant. Declarant shall have the right to be present at any meeting among any lot owner or purchaser and the Corps regarding a dock permit, lot owner or purchaser shall provide Seller reasonable notice of same, and lot owner or purchaser shall schedule said meeting at a time when Declarant may be present.

24. **NO DISCRIMINATION:** No owner or person authorized to act for an owner shall refuse to sell or rent, after receiving a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make available or deny the purchase or rental of any lot to any persons because of race, color, religion, sex, age, or national origin. Anything in this Declaration to the contrary notwithstanding, this covenant shall remain in effect without any limitation in time. Nothing in this paragraph shall be construed to diminish the restrictions on rental of property as stated in this Declaration specifically including but not limited to paragraph 10.
25. **ENFORCEMENT:** ~~Declarant, the Association, or any owner of any lot shall have the right to enforce, by any method authorized by law including a proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, the Association, or by any owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so at a later date or as a result of a later breach of any provision hereof. SEE AMENDMENTS~~
26. **SEVERABILITY:** Invalidation of any of the covenants or restrictions contained in this Declaration by judgment or court order shall in no way affect any other provisions hereof, and all other provisions shall remain in full force and effect.
27. **AMENDMENTS:** ~~Declarant retains until the transition date the right and privilege to alter, change, or amend any provision of this Declaration or waive restrictions stated herein if deemed advisable for the best interest of the subdivision in Declarant's discretion by duly recording an instrument setting forth the alterations, changes, amendments, and/or waivers or duly recording revised and restated restrictive and protective covenants for the subdivision. After the transition date, covenants and restrictions of this declaration may be changed or amended by duly recording of an instrument executed and acknowledged by not less than three quarters of all members of the Association. No change or amendment which imposes a greater restriction on the use or development of a lot than set forth herein, however, will be enforced unless agreed to in writing by the owner of the affected lot at the time such change or amendment is made. SEE AMENDMENTS~~
28. **EFFECTIVE DATE AND DURATION:** ~~The covenants and restrictions contained herein and all provisions hereof shall be effective immediately upon recording of this instrument in the office of the Clerk of the Superior Court of Hall County, Georgia, and shall run with and bind the land, and inure to the benefit of and be enforceable by the Association or any member thereof for a period of twenty years from and after the date this Declaration is recorded, and thereafter shall automatically renew for successive twenty year terms unless the Declaration is terminated by the Association as provided herein, and there shall be no limit on the number of times such~~

~~covenants shall be automatically renewed. Any or all of the protective covenants provided herein shall terminate at the end of any twenty year term during which at least 51% of the then-existing members shall execute and record, no sooner than but within two years prior to the expiration of the then-existing twenty year term, a document containing a legal description of the subdivision, a list of the names of all record owners of lots in the subdivision, and description and designation of the covenant(s) to be terminated, all in accordance with the provisions of Official Code of Georgia Annotated Section 44-5-60 (d)(2) (Ga. Laws 1993, page 782, section 1) as it now exists, the same being referred to and incorporated herein by reference.~~

SEE AMENDMENTS

29. **NO LIABILITY:** In the event that this Declaration or any provision thereof shall be deemed unenforceable by any owner or any other person for any reason, Declarant shall have no liability of any kind due to such unenforceability, and each and every owner by accepting a deed conveying ownership of any lot acknowledges that Declarant shall have no such liability and hereby releases Declarant from any liability for same.
30. **CONFLICT AMONG COVENANTS:** In the event of a conflict among the provisions of this Declaration, the more restrictive provision(s) shall control.
31. **SEE AMENDMENTS**

IN WITNESS WHEREOF, the undersigned on behalf of Declarant have hereunto set their hands and seals the day and year above written.

Signed, sealed, and delivered in the presence of:

SHORELINE DEVELOPMENT GROUP, LLC

Witness

By: _____ (Seal)
Timothy Boleman, Manager and Member

Notary Public

Witness

By: _____ (Seal)
Philip Boleman, Member

Notary Public

Witness

By: _____ (Seal)
Patsy Bailey, Member

Notary Public

Witness

By: _____ (Seal)
Tommy Bailey, Member

Notary Public

ed DATE: 07/18/2022 TIME: 10:46 AM
DEED BOOK: 9163
PAGE: 700 - 743 FILING FEES: \$25.00
PARTICIPANT ID: 2028400475
PARTICIPANT ID: 0848497841
RECORDED BY: EAR
CLERK: Charles Baker, C.S.C Hall County, GA

After Recording Return To:
Lueder, Lark.in & Hunter, LLC
5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005
Attention: Cynthia C. Hodge, Esq.

Cross Reference:
Deed Book 3562, Page 1
Deed Book 3774, Page 230

STATE OF GEORGIA

COUNTY OF HALL

**AMENDMENT TO THE DECLARATION OF PROTECTIVE AND RESTRICTIVE
COVENANTS FOR CUMBERLAND ON LANIER SUBDIVISION**

This Amendment to the Declaration of Protective and Restrictive Covenants for Cumberland on Lanier Subdivision (hereafter referred to as "Amendment") is made on the date set below.

WITNESS ETH:

WHEREAS, Shoreline Development Group, LLC, a Georgia limited liability company (hereafter referred to as the "Declarant"), recorded that certain Declaration of Protective and Restrictive Covenants for Cumberland on Lanier Subdivision on September 24, 1999, in Deed Book 3562, Page 1 *et seq.*, of the Hall County, Georgia land records, and subsequently recorded the Declaration for Protective Covenants and Restrictions for Cumberland on Lanier Subdivision on November 28, 2000 at Deed Book 3774, Page 230 *et seq.*, of the aforesaid records (these documents as amended, supplemented or otherwise modified from time to time, hereafter referred to as the "Declaration");

WHEREAS, Cumberland on Lanier Owners Association, Inc. (hereafter referred to as the "Association") is the association defined and identified in the Declaration;

WHEREAS, the transition date so specified in the Declaration has taken place prior to the date of this Amendment;

WHEREAS, pursuant to Article 27 of the Declaration. the Declaration may be amended upon agreement of at least three-quarters (3/4) of all members of the Association and by duly recording an instrument executed and acknowledged by such members;

WHEREAS, as of the date of this Amendment and to the best of the Association's knowledge, the Declarant's consent is no longer required;

WHEREAS, the following Amendment has been approved by at least three-quarters (3/4) of the Association members by way of consent forms, and the consent forms are incorporated herein by reference and will be recorded contemporaneously with this Amendment; and

NOW, THEREFORE, the Declaration is hereby amended as follows:

1.

The Preamble of the Declaration is amended by adding the following WHEREAS provision immediately preceding the NOW, THEREFORE clause:

THIS INSTRUMENT ESTABLISHES A MANDATORY MEMBERSHIP HOMEOWNERS ASSOCIATION AND SUBMITS THIS DEVELOPMENT TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. § 44-3-220, *ET SEQ.*

2.

Article I of the Declaration is amended by adding thereto the following as a section (f):

(f) Cumberland on Lanier is a residential property owners' development which has submitted to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, *et seq.*, as may be amended or supplemented. The Declaration and all property subject to the Declaration are accordingly submitted to the Act, and any provision in the Declaration to the contrary shall be null and void.

3.

Article 10 of the Declaration is amended by striking in its entirety and replacing it with the following:

10. LEASING AND SHORT TERM RENTALS: In order to protect the equity of the Owners within the Cumberland on Lanier Community, to carry out the purpose for which the Cumberland on Lanier was formed by preserving the character of the Cumberland on Lanier as a residential property of predominantly owner-occupied homes, to prevent the Cumberland on Lanier 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 Cumberland on Lanier be substantially owner-occupied, leasing of Lots shall be governed by the restrictions imposed by this Article 10.

(a) Except as provided herein, the leasing of Lots for short term rentals of less than six (6) months shall be prohibited, as further addressed in Section (g) below. Furthermore, the erection of any duplex structure, commercial apartment house, boarding house or other structure designed primarily or intended to be used for rental purposes is hereby prohibited.

(b) Definition. "Leasing," for purposes of this Article is defined as the regular, exclusive occupancy of a Lot by any person or persons other than the Owner for periods of six (6) months or longer; provided, however, leasing shall not include occupancy by the spouse, child or parent of an Owner and shall not include the occupancy of up to one roommate of an Owner who occupies the Lot as such Owner's primary residence.

(c) Leasing Provisions. Such leasing shall be governed by the following provisions:

1. Notice. At least fourteen (14) days prior to entering into the lease of a Lot, the Owner shall provide the Board with a copy of the proposed lease form and such other information as the Board may reasonably require. The Board shall approve or disapprove the form of said lease. In the event a lease form is disapproved, the Board shall notify the Owner of the requisite action to be taken to obtain approval of the lease form. Within ten (10) days from the execution of the approved lease form by both parties, a copy of the lease, signed by the lessor and lessee, shall be submitted to the Board. All leases must be signed by the Owner (the lessor) and the tenant (the lessee).

11. General. Lots may be leased only in their entirety; no fraction or portion may be rented; provided that an Owner occupying the Lot with a roommate does not constitute leasing. There shall be no subleasing of Lots or assignment of leases unless approved in writing by the Board. Short-term rentals and transient tenants are prohibited. All leases shall be for a period of at least one (1) year (Grandfathered owners will refer to Section (e)). The Owner must provide the tenant a copy of the Declaration.

111. Liability for Assessments and Compliance With Declaration, Bylaws, and Use Restrictions. Any lease of a Lot in the Cumberland on Lanier 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. Any lessee, by

occupancy of a Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(A) · Liability for Assessments. Lessee agrees to be personally obligated for the payment of all assessments and all other charges against the Lot which become due during the term of the lease and any other period of occupancy by the lessee or which become due as a consequence of lessee's activities, including, but not limited to, activities which violate provisions of the Declaration. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which the Owner would otherwise be responsible.

When an Owner who is leasing his or her Lot fails to pay any assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rental payments from the lessee during the period of delinquency, and, upon demand by the Board to the lessee, the lessee shall pay to the Association all unpaid annual and special assessments and other charges; provided, however, except for the additional amounts provided in this subsection due to lessee's failure to pay the Association, lessee shall not be obligated to pay more than the monthly rental payments. All such payments made by lessee to the Association shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's demand to pay assessments or other charges to the Association, lessee shall (i) be personally liable (jointly and severally with the Owner), from the date of the demand for payment from the Board, for all costs of collection, including reasonable attorney's fees actually incurred, and (ii) be personally liable to the Association for all rental payments made to the lessor following the date of the demand for payment from the Board.

(B) Compliance with Declaration. Lessee shall abide by and comply with all provisions of the Declaration adopted pursuant thereto and shall control the conduct of all other occupants and guests in order to ensure compliance with the foregoing. Lessee acknowledges that the violation by lessee or any occupant living with lessee of any provision of the Declaration adopted thereunder shall constitute a default under the lease. Owner shall cause all occupants of his or her Lot to comply with the Declaration 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 adopted pursuant thereto. If the lessee, or a person living with the lessee, violates the Declaration 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, 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 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.

Any violation of the Declaration by lessee, any occupant, or any person living with lessee is deemed to be a violation of the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the irrevocable power and authority of enforcement against the lessee for breaches resulting from the violation of Declaration, including the irrevocable power and authority to evict the lessee on behalf and for the benefit of the Owner, in accordance with the terms hereof, or to require the Owner to do so. In the event the Association proceeds to evict the tenant, any costs, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the Lot and the Owner thereof, such being deemed hereby as an expense which benefits the leased Lot and the Owner thereof.

(C) Use of Common Area. 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 Areas.

i. Applicability of this Section (Grandfathering of Existing Leases). Leases existing on the effective date of this Amendment shall not be subject to the terms of this Article, except Section (c)(2) of this Article, and such leases may continue in accordance with the terms of the Declaration as it existed prior to the effective date of this Amendment; provided, however, any Owner of a Lot which is leased on the effective date of this Amendment must, within ninety (90) days of such date, notify the Board in writing that the Owner's Lot is leased and provide a copy of the lease agreement in effect to the Board. Failure to provide such notice and written lease agreement to the Board may disqualify the Owner from this grandfathering provision.

(t) Entity Owners. 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 the name(s) of the natural person(s) who will occupy the Lot. To constitute a valid designation in accordance with this subsection, the natural person must have a substantial relationship to the legal entity, including being a shareholder, director, or officer of the corporation, being a member of the limited liability company, being a partner in the partnership, or being a beneficiary of the trust. In no event shall the natural person(s) designated to occupy the Lot be changed more frequently than once every twelve (12) months.

If the entity Owner receives any consideration or benefit, including, but not limited to, rent, a fee, service, or gratuity from or on behalf of the designated person(s) occupying the Lot, then such arrangement shall be considered leasing, and the Owner shall be required to comply with the entirety of this Article 10. Entity Owners that are receiving any consideration or benefit shall be eligible to be a Grandfathered Owner in the event any entity Owner complies with the grandfathering provisions within Section (e) hereinabove.

(g) Short Term Rentals as Business Use.

Short-term rentals of any Lot, the accommodation of Transient Tenants in any Lot, and the utilization of any other service to temporarily rent Lots as accommodations to guests or tenants (for example, Airbnb, HomeAway, VRBO, or other similar services) are expressly prohibited. For purposes of this Section, Transient Tenants are considered any transient tenants, transients, or transient occupants, which terms are interchangeable. These terms are used to describe a person who is not a result or permanent occupier of the Lot and who, for consideration or some other non-monetary benefit, occupies the Lot on a daily, weekend or weekly basis.

In the event any Owner has an existing short-term rental agreement or a reservation as of the effective date of this Amendment that would be in violation of this Section (g), the Owner shall be permitted to complete such existing short-term rental agreement or reservation; provided, however, the Owner complies with the following conditions: Within thirty (30) days of the effective date of this Amendment, the Owner must provide written notice to the Board that the Owner has an existing short-term rental agreement or a reservation and must provide the Board a written copy of the existing short-term rental agreement or reservation (failure to provide such notice and existing short-term rental agreement or reservation to the Board within such thirty (30) day period shall disqualify the

Owner from this grandfathering provision)_ An existing short-term rental agreement or reservation eligible for this grandfathering provision shall not include an agreement entered into with a service provider utilized to temporarily rent Lots as accommodations to guests or tenants (for example, Airbnb, HomeAway, VRBO, or other similar services). Rather, a short-term rental agreement or reservation eligible for *this* grandfathering provision shall only include an agreement entered into between the Owner and the individual or individuals that will occupy the Lot for a stated period of time.

4.

Article 14 of the Declaration is amended by striking in its entirety and replacing it with the following:

14. OWNERS ASSOCIATION: There has been established a mandatory membership owners association (hereinafter sometimes referred to as "Association") known as "Cumberland on Lanier Owners Association, Inc." The Association has been incorporated and registered as a Georgia nonprofit corporation to be governed by its articles of incorporation and/or bylaws as previously adopted. The purposes of the Association shall include (a) enforcing the provisions of the protective and restrictive covenants set forth herein; (b) preserving the natural beauty and ensuring the best development of the subdivision; and (c) providing for the continuing maintenance and preservation of the common property serving the subdivision, including but not limited to street lights, landscaping, and fencing. The Association has submitted to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, *et seq.*, as may be amended or supplemented. The Declaration and all property subject to the Declaration are accordingly submitted to the Act, and any provision in the Declaration to the contrary shall be null and void. Voting rights and assessments as defined below shall be determined on a per lot basis, and the term "Lot(s)" means the lots as shown on the subdivision plat referred to above. For example, if an owner purchases two adjoining lots for one home site, said owner shall be entitled to two.

(2) votes and is subject to payment of assessments for two (2) lots.

5.

Article 16 of the Declaration is amended by striking the same in its entirety and replacing it therefore with the following:

16. ASSESSMENTS:

(a) 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, and for those purposes described in Article 14 hereinabove.

(b) 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: (i) annual assessments and charges; (ii) special assessments pursuant

to Section (f) of this Article; and (iii) specific assessments pursuant to Section (c) of this Article.

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 Hall County, Georgia land records evidencing the lien created under the Act and this Declaration.

(c) Uniform Rate of Assessment and Specific Assessments. Annual assessments and special assessments shall be fixed at a uniform rate for all Lots. The Board shall have the power to levy specific assessments as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Fines levied pursuant to this Declaration and the costs of maintenance performed by the Association for which the Owner is responsible shall be specific assessments. Notwithstanding the above, the Board of Directors shall have the power to levy specific assessments as follows:

1. Except for expenses incurred for maintenance and repair of items which are the Association's maintenance responsibility hereunder, any common expenses benefiting less than all of the Lots or significantly disproportionately benefiting all Lots may be specifically assessed equitably among all of the Lots which are benefited according to the benefit received.

11. Any common expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the licensees or invitees of any Lot may be specifically assessed against such Lot, including all reasonable attorney's fees actually incurred by the

Association in enforcing the Declaration, regardless of whether or not an enforcement lawsuit has been filed.

m. Reasonable fines as may be imposed in accordance with this Declaration.

(d) Computation of Operating Budget and Assessment. 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 copy of the budget to each Owner at least thirty 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 Association Vote at a meeting of the membership. Said meeting may be the annual meeting of the members if the budget has been prepared and delivered with the notice of the annual meeting, or it may be at a special meeting. There shall be no obligation to call such a special meeting unless a petition for a special meeting is presented to the Board within fourteen (14) days of the delivery of the notice of assessment. If either (1) the membership disapproves the budget as provided herein, or (2) the Board fails for any reason to either (a) prepare a budget and fix the amount of the annual assessment for the new fiscal year or (b) deliver the budget to the members, as provided herein, then the budget and annual assessment in effect for the current fiscal year shall continue for the upcoming new fiscal year.

In the event the annual assessment is insufficient to cover the actual common expenses of the Association during any fiscal year, the Board of Directors, upon ten days' notice to the members, may increase the annual assessment during such fiscal year to cover the shortfall. The fiscal year of the Association may be set by Board resolution or, in the absence thereof, shall be the calendar year.

(e) 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 within the Common areas, 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

(f) Special Assessments. The Board may levy a special assessment against all Lots to pay the costs of any improvement or repair on the Common areas or for any other purpose as determined by the Board; provided, however,

prior to becoming effective, any special assessment must be approved 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 Association Vote. Special assessments shall be paid as determined by the Board. The Board may permit a special assessment to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

(g) 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 initiation fee shall be the same amount as one hundred percent (100%) of the annual assessment in effect for the fiscal year in which the conveyance of ownership occurs.

The initiation fee shall be deposited into a capital reserve account of the Association and disbursed by the Association in such manner and at such times as determined by the Board for maintenance of any property which the Association is required or permitted to maintain in its sole discretion.

The initiation fee shall not be deemed to be an advance payment of any assessment and may not be paid in lieu of any assessment. The initiation fee shall be the personal obligation of the new Owner and shall constitute a lien against the Lot. Notwithstanding anything to the contrary herein, no initiation fee shall be due as a result of a conveyance of a Lot to an Owner's spouse, Owner's child, or Owner's parent, and no initiation fee shall be due from any person or entity 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.

(h) 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.

1. If any assessment, fine, or charge is not paid in full within ten (10) 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.

11. 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.

iii. If an assessment, fine, or charge due from an Owner remains delinquent and unpaid for more than thirty (30) 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 thirty (30) 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 thirty (30) 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.

1v. If an assessment, fine, or charge remains unpaid more than sixty (60) 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) and/or to foreclosure its lien.

v. A member's right to vote shall automatically be suspended during any period in which a member is more than sixty (60) 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.

(i) 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 five (5) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten dollars (\$10.00) or such higher amount as may be authorized under the Act, 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 25 of the Declaration is amended by striking in its entirety and replacing it with the following:

25. ENFORCEMENT: In addition to any other enforcement right set forth within the Declaration or Bylaws, the Association, acting through the Board, shall have the right to enforce the Declaration 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) Fines and Suspensions of Use. The Board shall additionally have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Lot, for any violation of the Declaration. The Board shall further have the power to suspend the use of any Common areas for any violation of the Declaration. If any occupant violates the Declaration, and a fine is imposed, the fine may be imposed against the Owner and/or occupant. The Board may establish and promulgate a fining schedule. The Board shall not impose a fine or suspend the right to use the Common areas, unless and until the Board has sent or delivered written notice to the Owner or occupant as provided herein.

(i) Notice. If any provision of the Declaration is violated, the Board shall send the violating Owner or occupant written notice identifying the violation and fine and/or suspension being imposed and advising the Owner or occupant of the right to request a hearing before the Board to contest the violation or the fine and/or suspension or to request reconsideration of the fine and/or suspension. Fines and suspensions may not become effective until at least fourteen (14) days from the date of the notice (which time shall be extended as provided below in the event the Owner or occupant requests and attends a hearing of the Board). 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 Owner or occupant.

(ii) Hearing. If a written request for a hearing is received from the Owner or occupant within fourteen (14) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a Board meeting as a hearing affording the Owner or occupant a reasonable opportunity to be heard within forty-five (45) days of receipt of the Owner's written request, and no fines shall be imposed until after the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing. After the Board has rendered a decision, fines or suspension may become effective fourteen (14) days from the date that the Board notifies the Owner of its decision from the hearing. The Board 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 or

suspension.

(b) Suspension of Voting and Use of Common areas. An Owner's right to vote shall automatically be suspended during any period in which an Owner is more than sixty (60) days delinquent on any assessment, late charge, fine or other charge or during any period in which the Owner is in violation of the Declaration. An Owner's right to use Common areas shall automatically be suspended during any period in which a member is more than sixty (60) days delinquent on any assessment or charge. If the owner or occupant is in violation of the Declaration, the Board shall not suspend the right to use the Common areas, unless and until the Board has sent or delivered written notice to the owner or occupant as provided herein.

(c) Abatement and Self-Help. The Board or its designee may exercise self-help (which includes towing of vehicles on Common areas) in order to remove or abate any violation of the Declaration; provided, however, the Board shall first provide the owner of the Lot fourteen (14) days' notice of the Board's intention to exercise self-help and provide the Owner with an opportunity to remove or abate the violation, provided further, such notice shall not be required if the Board determines that an emergency exists. All costs of self-help or of otherwise enforcing the Declaration, including reasonable attorney's fees actually incurred, shall be assessed against the owner, occupant and/or Lot subject to the violation.

(d) Notice of Violation. The Association shall have the authority to record in the Hall County, Georgia land records a notice of violation identifying an uncured violation of the Declaration regarding a Lot.

(e) Enforcement Costs. The Owner responsible for a violation of the Declaration shall be liable for all costs incurred in enforcement, including reasonable attorney's fees actually incurred, whether or not a legal proceeding in law or equity is filed in connection with the violation. The costs shall become a lien against the owner's Lot. If any occupant is responsible for a violation of the Declaration, all costs incurred in enforcement, including reasonable attorney's fees actually incurred, whether or not a legal proceeding in law or equity is filed in connection with the violation, may be imposed against the owner and/or occupant.

(f) Waiver. The failure of the Board to enforce any provision of the Declaration shall not be deemed a waiver of the right of the Board to do so thereafter.

Article 27 of the Declaration is amended by striking in its entirety and replacing it with the following:

27. AMENDMENTS: The transition date retained by the Declarant has since expired. The Declaration may be amended by an agreement or agreements signed by at least two-thirds (2/3) of the Owners and incorporated by reference into the amendment. The agreement or agreements signed by at least two-thirds (2/3) of the Owners may be, but shall not be required to be, submitted to the Owners for approval in the form of written consent, written ballot, or affirmative vote, or any combination thereof

Notice of a meeting, if any, at which a proposed amendment will be considered shall state the facts 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 the Office of the Clerk of the Superior Court of Hall County, Georgia. The matters set forth in such instrument shall be presumed to be true and accurate and the amendment which is set forth in such instrument shall be effective, unless it shall be determined by a court of competent jurisdiction that the matters certified to in such instrument are not true and accurate.

Article 28 of the Declaration is amended by striking in its entirety and replacing it with the following:

28. EFFECTIVE DATE AND DURATION: The covenants, agreements, easements, charges and liens within the Declaration, inclusive of this Amendment, shall be effective immediately upon recording of this instrument in the office of the Clerk of the Superior Court of Hall County, Georgia and shall run with and bind all property subject to the Declaration perpetually to the extent provided in the Act and Georgia law.

The Declaration is hereby amended by adding the following as a new Article, specifically Article 31 hereto:

31. GEORGIA PROPERTY OWNERS' ASSOCIATION ACT:

Cumberland on Lanier 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.

Any action to challenge the validity of this Amendment must be brought within one (1) year of the recording of same in the Hall County, Georgia land records. No action to challenge this Amendment may be brought after such time.

Except as herein modified, the remaining provisions set forth within the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the undersigned hereby certify that this Amendment was properly approved.

Dated this 11 day of hi, 2024

CUMBERLAND ON LANIER OWNERS ASSOCIATION, INC.

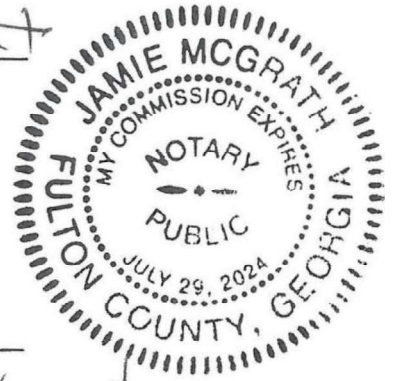
Sworn to and subscribed before me this 11 day of hi, 2024

day of XI

[Signature]
Signature of President
Print Name: Ken Specht

Witness: [Signature]

[Signature]
Notary Public



Sworn to and subscribed before me this 11 day of hi, 2024

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[Signature]
Signature of Secretary

Witness: [Signature]

[Signature]
Notary Public

