
Return to: Weissman, Nowack, Curry & Wilco, P.C.
One Alliance Center
3500 Lenox Road, 4th Floor
Atlanta, Georgia 30326

STATE OF GEORGIA
COUNTY OF COBB

Instructions to Clerk:
Cross-Reference to Deed Books set forth below
Index each signatory in Grantor Index

Index Chestnut Creek Homeowners Association, Inc. in Grantor and Grantee Indexes

The Common Property (Exhibit "B") and all Lots are located in
Land Lots 405 and 460, 16th District,
2nd Section, Cobb County, Georgia

Cross-Reference:

Plat Book 71
Page 198
Plat Book 84
Page 7
Plat Book 75
Page 135
Plat Book 75
Page 171

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| <p>DECLARATION OF PROTECTIVE COVENANTS AND MEMBERSHIP</p> |
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WEISSMAN, NOWACK, CURRY, & WILCO, P.C.
Attorneys
Rebecca F. Drube, Esq.

One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, Georgia 30326
(404) 926-4500

www.wncwlaw.com

WHEREAS, final Plats for the Chestnut Creek Subdivision were recorded, respectively, as follows: (1) the Final Plat for Chestnut Creek Unit I was recorded in Plat Book 71, Page 198; (2) the Final Plat for Chestnut Creek Unit II was recorded in Plat Book 84, Page 7; (3) the Final Plat for Chestnut Creek Unit III-A was recorded in Plat Book 75, Page 135; and (4) the Final Plat for Chestnut Creek Unit III-B was recorded in Plat Book 75 Page 171 (hereinafter such Subdivision Plats being collectively referred to as the "Chestnut Creek Subdivision Plats"), each such Plat being recorded in the Cobb County, Georgia Records;

WHEREAS, Lot Owners at Chestnut Creek Subdivision in Cobb County, Georgia, who have executed this Declaration, are the Owners of that certain real property described in signature page(s) affixed hereto and as are listed on Exhibit "A" attached hereto and incorporated herein by reference and desire to subject their Lot and the Property to the terms and provisions of this Declaration of Protective Covenants and Membership ("Declaration"), and do hereby subject their Lot and the Property to continuing Membership in the Chestnut Creek Homeowners Association, Inc. ("Association") and authorize and direct the Board of Directors to subject the Common Property, as described in Exhibit "B" as attached hereto and incorporated herein by this reference, to the terms and provisions of this Declaration; and

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

WHEREAS, the Lot Owners who have executed this Declaration do hereby consent, on behalf of 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, and restrictions contained in this Declaration, as a Member (as defined in the Declaration) of the Association (with the classification set forth on the signatory pages attached hereto), 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 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. Each Owner does further consent to the submission of the Common Property (as defined in the Declaration) to this Declaration; and

WHEREAS, these preambles have been incorporated into the Declaration pursuant to Paragraph 1 of the Declaration.

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" and Exhibit "B" shall be held, sold and conveyed subject to this Declaration, which is for the purpose of enhancing and protecting the desirability and attractiveness of, and 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 PROTECTIVE COVENANTS AND MEMBERSHIP
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-LIST OF EXHIBITS -

LIST OF SUBMITTED LOTS“A”

DESCRIPTION OF COMMON PROPERTY“B”

CONSENT FORM (SAMPLES)“C”

BYLAWS“D”

1. **POAA AND PREAMBLES.**

The Property 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.* The preambles to this Declaration are incorporated herein by this reference.

2. **DEFINITIONS.**

Generally, terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Act or the Georgia Nonprofit Corporation Code. Unless the context otherwise requires, certain terms used in this Declaration shall be defined as follows:

(a) Act means the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, *et seq.*, as may be amended.

(b) Additional Property means all lots shown on the Chestnut Creek Subdivision Plats that have not submitted to the terms and provisions of this Declaration at the time of initial recording of this Declaration, but which shall, upon execution of a consent form in accordance with terms of this Declaration, become a portion of the Property.

(d) Articles or Articles of Incorporation mean the Articles of Incorporation of Chestnut Creek Homeowners Association, Inc., filed with the Secretary of State of the State of Georgia, as amended.

(e) Association means Chestnut Creek Homeowners Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

(f) Association Legal Instruments means this Declaration and all exhibits hereto, the Bylaws of the Chestnut Creek Homeowners Association, Inc. and the Chestnut Creek Subdivision Plats all as may be supplemented or amended.

(g) Board or Board of Directors means the elected body responsible for management and operation of the Association.

(h) Bylaws mean the Bylaws of Chestnut Creek Homeowners Association, Inc., as amended and restated, and as further amended from time to time in accordance with the provisions thereof.

(i) Civic Member means a Lot Owner whose Lot has been subjected to Civic Membership in the Association by signature hereto or by written consent recorded in the Cobb County, Georgia land records, as provided in this Declaration, and which Lot therefore is a portion of the Property.

(j) Common Expenses mean the expenses anticipated or actually incurred by the Association in maintaining, repairing, replacing, and operating the Common Property and otherwise for the benefit of all Member Lots.

(k) Common Property means all property owned, maintained or operated by the Association for the common benefit of the Members, including, but not limited to, tennis courts, playground, swimming pool, pavilion, parking areas, and associated facilities, shrubbery and landscaping.

(l) Domestic Partner means any adult who cohabitates with a Member, and who has been designated as the Member's Domestic Partner in a written statement, signed by the Member and filed with the Association's Secretary. A person shall no longer be a Domestic Partner upon the Secretary's receipt of a written termination notice, signed by either the Member or the Domestic Partner.

(m) Effective Date means the date as is further defined in Paragraph 4 hereof.

(n) Electronic Record means information created, transmitted, received, or stored by electronic means

and retrievable in human perceivable form.

(o) Electronic Signature means a signature created, transmitted received, or stored by electronic means and includes but is not limited to a secure electronic signature.

(p) Eligible Mortgage Holder means a holder of a first mortgage secured by a Member Lot who has submitted a written request to the Association to be deemed an Eligible Mortgage Holder. Such written notice must include the Mortgage holder's name and address and the Lot number or address of the Member Lot secured by such Mortgage.

(q) Enrollment Period means the time during which owners may submit their Lots to the terms of this Declaration without payment of an initiation fee pursuant to Paragraph 4 hereof.

(r) Lot means a portion of the Property or the Additional Property intended for ownership and use as a single-family dwelling site as permitted in this Declaration and as shown on the plats for the Property or the Additional Property, or amendments or supplements thereto, recorded in the Cobb County, Georgia land records.

(s) Member means a Lot Owner whose Lot has been either subjected to Recreation or Civic Membership in the Association by execution hereof or by written consent recorded in the Cobb County, Georgia land records, as provided herein, and which Member Lot therefore is a portion of the Property. Membership in the Association is permanent and mandatory and cannot be separated from a Member Lot, but rather is appurtenant to and runs with title to a Member Lot by virtue of submission or written consent, recorded in the Cobb County, Georgia land records as provided herein with such rights, duties and privileges as set forth in this Declaration.

(t) Member Lot means a Lot subjected pursuant to this Declaration to Recreation Membership or Civic Membership in the Association.

(u) 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, including, but not limited to, a transfer or conveyance of fee title for such purpose.

(v) Mortgagee or Mortgage Holder means the holder of any Mortgage.

(w) Chestnut Creek Subdivision means that property described on those plats for Chestnut Creek recorded in the following Plat Books: Plat Book 71, Page 198; Plat Book 84, Page 7; Plat Book 75, Page 135; and Plat Book 75 Page 171 (hereinafter such Subdivision Plats being collectively referred to as the "Chestnut Creek Subdivision Plats"), each such Plat being recorded in the Cobb County, Georgia Records, as may be amended and supplemented from time to time. The Chestnut Creek Subdivision Plats are incorporated herein by this reference.

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

(y) Off-Premises Subdivision and Off-Premises Subdivision Lot means any residential property located other than within the Chestnut Creek Subdivision.

(z) Officer means an individual who is elected by the Board to serve as President, Vice President, Secretary, or Treasurer, or such other subordinate officers as the Board may determine necessary.

(aa) Outside User means a Person who owns residential land and/or resides in an Off-Premises Subdivision.

(bb) Owner means the record titleholder of a Lot within the Chestnut Creek Subdivision, but shall not include a Mortgage Holder of the Lot. Associate Users and Outside Users are not "lot owners" as defined in the Act.

(cc) Person means any individual, corporation, firm, association, partnership, trust, or other legal entity.

(dd) Property means that real estate which is submitted to the Act and the provisions of this Declaration at the time of recording of this Declaration, being the Member Lots as submitted to this Declaration and the Property as described in Exhibit "B" attached hereto and incorporated herein by reference, and any portion of the Additional Property as later submitted. The Property is a residential property owners development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, *et seq.*, as may be amended. By recordation of this Declaration, the Common Property is hereby submitted to this Declaration and the Act and shall be deemed a part of the Property.

(ee) Recreation Member means a Lot Owner whose Lot has been subjected to Membership in the Association by signature hereto or by written consent recorded in the Cobb County, Georgia land records, as provided in this Declaration, and which Lot therefore is a portion of the Property.

(ff) Recreational Facilities means the swimming pool, tennis courts, playground, pavilion and all related property and area associated with the pool, tennis courts, playground and pavilion located on the Common Property.

(gg) Associate User means a non-member who owns a Lot and resides within the Chestnut Creek Subdivision. Associate User's use of the recreational facilities is contingent upon payment of the dues established by the Board for the use of the recreational facilities. .

3. LOCATION, PROPERTY DESCRIPTION, AND PLATS.

The Property subject to this Declaration and the Act is located in Land Lots 405 and 460, 16th District, 2nd Section, Cobb 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 Owner Lots set forth herein only, the Chestnut Creek Subdivision Plats are incorporated herein by reference as fully as if the same were set forth in their entirety herein. However, this Declaration shall not be limited by the Chestnut Creek Subdivision Plats and in case of any conflict between this Declaration and the Chestnut Creek Subdivision Plats, this Declaration shall control.

4. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.

(a) **Effective Date.** Owners may submit their Lots to the terms of this Declaration without payment of an Initiation Fee or Conversion Fee during the Enrollment Period, which period shall close on the date this Declaration is recorded in the Cobb County, Georgia records. This Declaration and attached Bylaws shall not be recorded until at least two-thirds (2/3ds) of the total eligible vote of the Chestnut Creek Homeowners Association, Inc. have executed this Declaration, with a minimum of sixty (60) of those executing this Declaration consenting to be Recreation Members, and shall not become effective, whether or not recorded, until March 31, 2014. Any reduction in membership after the recording of this Declaration, for any reason whatsoever, shall not affect the validity of this Declaration.

Submission of portions of the Additional Property and upgrading (converting) of membership classification may be accomplished by the recording of a consent form at any time after the Enrollment Period, subject to the terms of this Declaration, provided, the Board shall have the discretion to accept such additional consent forms, if at all, on such terms and form as they determine in their discretion and such consent forms shall be valid only if executed by at least one officer of the Association and recorded by the Association. A sample consent form (which may be varied by the Association) is attached hereto as Exhibit "D" and incorporated herein by this reference. For a period of two (2) years after the Effective Date, the Board may determine, in its discretion, to allow Owners who have not previously submitted to Recreational or Civic membership hereunder to submit to Civic Membership. Following two (2) years from the Effective Date, only Recreation Membership shall be offered; Owners will not be

able to submit to Civic Membership.

(b) Membership and User Categories and Rights.

(i) Membership Generally. The definition of Member is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate an Owner's Membership. There shall be no more than one (1) membership per Member Lot owned. In the event of multiple Owners of a Member Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws.

(ii) Recreation Member. Each Person who is the record owner of a fee or undivided fee interest in any Lot, and whose Lot is submitted to Recreation Membership in the Association by execution hereof or by a consent form (as set forth above) recorded in the Cobb County, Georgia land records, shall be a Recreation Member of the Association. Recreation Membership shall be appurtenant to and may not be separated from ownership of any such Member Lot.

Recreation Members shall be entitled to use all of the Association Recreational Facilities including, but not limited to, the swimming pool, tennis courts, playground, pavilion and related facilities, subject to this Declaration, the Bylaws and the rules and regulations of the Association.

Recreation Members shall be entitled to one (1) equal vote for each Member Lot owned. Such vote may be exercised in accordance with the Bylaws.

(iii) Civic Member. Each Person who is the record owner of a fee or undivided fee interest in any Lot, and whose Lot is submitted to Civic Membership in the Association by execution hereof or by a consent form (as set forth above) recorded in the Cobb County, Georgia land records, shall be a Civic Member of the Association. Civic Membership shall be appurtenant to and may not be separated from ownership of any such Member Lot.

Civic Members shall be entitled to use all Common Property, but shall have no right to use the Recreational Facilities. A Civic Member shall not be permitted to use the Recreational Facilities as a Civic Member or as a guest of any other Member except that Civic Members may use the Recreational Facilities if they have purchased an Associate Use Pass. (Associate Use Passes for the Recreational Facilities may be offered in the discretion of the Board to Civic Members at a cost to be determined in the sole discretion of the Board.) Also, a Civic Member may attend all Association sponsored social functions or events, including those which may be held at the Recreational Facilities, and shall be permitted access to the Recreational Facilities during such functions or events.

Civic Members shall be entitled to one (1) equal vote for each Member Lot owned; provided, however, Civic Members shall not be entitled to vote on any matter except: (1) amendments to this Declaration; (2) amendments to the Bylaws; and (3) the election of members to the Board of Directors.

A Civic Member shall have the right, but not the obligation, to convert to Recreation Membership in the manner described in subsection (a) above. A Civic Member who converts to Recreation Membership shall not be subject to payment of an Initiation Fee.

UPON CONVEYANCE OR TRANSFER OF A CIVIC LOT, SUCH LOT SHALL AUTOMATICALLY CONVERT, AT THE TIME OF SUCH CONVEYANCE OR TRANSFER AND WITHOUT PAYMENT OF ANY CONVERSION OR INITIATION FEE, TO RECREATION MEMBERSHIP AND SHALL BE SUBJECT TO THE RIGHTS, DUTIES AND OBLIGATIONS OF RECREATION MEMBERSHIP. THIS DECLARATION SHALL SERVE AS RECORD NOTICE OF SUCH CONVERSION FROM CIVIC TO RECREATION MEMBERSHIP AND NO FURTHER NOTICE SHALL BE REQUIRED.

(iv) Associate User. Associate Use Passes may be offered in the discretion of the Board on a voluntary basis to property owners in the Chestnut Creek Subdivision whose property has not been submitted to Recreation Membership. Associate Users shall be entitled to the use of all Association Recreational Facilities

including, but not limited to, the swimming pool, tennis courts, playground, pavilion and related facilities, subject to this Declaration, the Bylaws and the rules and regulations of the Association. Associate Use Passes shall be contingent upon payment of assessments in an amount established by the Board and compliance with the Declaration, Bylaws and rules and regulations of the Association. Associate Users may be regulated and limited by the Association in its discretion. Associate Users are not Members and shall not be entitled to vote on any matter.

(v) **Outside User.** Any Person who owns residential land and/or resides in an Off-Premises Subdivision may be offered yearly use passes, in the discretion of the Board. Outside Users shall be entitled to the use of all Association Recreational Facilities including, but not limited to, the swimming pool, tennis courts, playground, pavilion and related facilities, subject to this Declaration, the Bylaws and the rules and regulations of the Association. Outside User use passes shall be contingent upon payment of dues in an amount established by the Board and compliance with the Declaration, Bylaws and rules and regulations of the Association. Outside User use may be regulated, limited or discontinued by the Association in its discretion. Outside Users are not members and shall not be entitled to vote on any matter.

5. **ASSESSMENTS.**

(a) **General.** The Association shall have the power to levy assessments against all Members as provided herein and in the Bylaws. The assessments for Common Expenses provided for herein shall be used for the general purposes of maintaining, repairing, replacing, insuring, managing, operating and, in the Board's discretion, improving the Common Property and enforcing this Declaration, paying for utility services serving the Common Property, maintaining a reserve fund for future Common Property maintenance, repairs or improvements, and promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Members and Occupants of Member Lots in the Property, as may be more specifically authorized from time to time by the Board. Except as otherwise provided herein, each Recreation Member Lot is hereby allocated equal liability for Common Expenses with each other Recreation Member Lot, which need not be equal to that of other membership categories. Except as otherwise provided herein, each Civic Member Lot is hereby allocated equal liability for Common Expenses with each other Civic Member Lot, which need not be equal to that of other membership categories.

(b) **Creation of Member Lien and Personal Obligation For Assessments.** Each Member, by execution hereof or 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 or charges; (ii) special assessments, such assessments to be established and collected as hereinafter provided; and (iii) specific assessments against any particular Member Lot which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred, in the maximum amount permitted under the Act, shall be a charge on such Member Lot and shall be a continuing lien upon the Member Lot against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Member Lot at the time when the assessment fell due. Each Owner of a Member Lot and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance.

The lien provided for herein shall have priority as set forth in the Act. The sale or transfer of any Member Lot pursuant to foreclosure of a first Mortgage shall extinguish the lien for assessments as to payments coming due prior to such sale or transfer. No sale or transfer shall relieve such Member Lot from liability for any assessments thereafter coming due or from the lien thereof or shall relieve the selling or transferring Owner from personal liability for or otherwise withhold payment of assessments for any reason whatsoever.

(c) **Delinquent Assessments as to all Members and Users.** All assessments and related charges not paid on or before the due date established by the Board shall be delinquent, and the Member shall be in default.

(i) If the annual assessments or any part or installment thereof is not paid in full within thirty (30) days of the due date, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid may be imposed without further notice or warning to the delinquent Member, Associate User or Outside User, and interest at the highest rate permitted under the Act (or the highest rate otherwise permitted under

Georgia law for Associate and Outside Users) shall accrue from the due date.

(ii) The Member's right to vote and to use the Common Property shall be automatically suspended if amounts remain unpaid for more than thirty (30) days. The Association, acting through the Board, also may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, and the Act, if the amounts remain unpaid for more than sixty (60) days.

(iii) The Outside or Associate User's right to use the Common Property shall be automatically suspended if amounts remain unpaid for more than thirty (30) days.

(iii) If part payment of assessments and related charges is made, the amount received shall be applied first to costs and attorneys fees, as applicable, and then, in order, to interest, late charges, delinquent assessments, and current assessments.

(iv) No Member may exempt himself or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever.

(d) **Maximum Assessments; Computation of Operating Budget and Assessment.**

(i) **Budget and Assessment Notices.** The annual assessment for Recreation Members shall be established pursuant to a budget created and adopted by the Board or Directors covering the estimated Common Expenses of operating, maintaining, repairing, improving and managing all of the Common Property, during the coming fiscal year, including, but not limited to, insurance, legal, accounting and other professional fees, landscaping costs, contingency fees, and a reserve or capital contribution related to maintenance, repair, improvement and operation of the Common Property. The annual assessment for Civic Members shall be established based on the same budget for Recreation Members, but shall not include the costs for operating the swimming pool and tennis courts.

The budget and notice of assessments shall be sent or delivered to each Member, Associate User and Outside User at least twenty-one (21) days prior to the due date of the annual assessment. The budget and assessments shall become effective unless disapproved at a duly called Association annual meeting by a vote of a majority of the Recreation Members; provided, however, if a quorum is not obtained at the annual meeting, the budget shall become effective.

If the Recreation Members disapprove the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then, until a budget is determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. However, the Board may propose a new or adjusted budget at any time during the year by causing the proposed budget and charge for assessments to be delivered to the Members, Associate Users and Outside Users at least twenty-one (21) days prior to the proposed effective date thereof. Unless the Members request a special meeting, as provided in the Bylaws for special meetings, the new or adjusted budget and assessments shall take effect without a meeting of the Members.

Notwithstanding anything to the contrary contained herein, the Board may not raise the annual assessment applicable to Recreation and/or Civic Members by more than 5% of the previous year's assessment without obtaining the approval of at least a majority of those eligible Recreation Members either voting by written consent or ballot pursuant to the Bylaws, or at least a majority of those Recreation Members present or represented by proxy at a duly called meeting of the members, notice of which shall specify the purpose of such meeting.

(ii) **Recreation Member Assessments.** During the fiscal year of April 1, 2014-March 31, 2015, the annual Recreation Member assessment shall be no more than four hundred and twenty (\$420.00) dollars. The exact amount of the annual Recreation Member assessments may be reduced at the discretion of the Board of Directors depending on the number of Lots that submit to Recreation Membership during the Enrollment Period. The annual Recreation Member assessment shall be assessed equally to all Recreation Members.

(iii) **Civic Member Assessments.** During fiscal year April 1, 2014- March 31, 2015 the annual Civic Member assessment shall be no more than one hundred and sixty (\$160.00) dollars. The exact amount

of the annual Civic Member assessments may be reduced at the discretion of the Board of Directors depending on the number of Lots that submit to Civic Membership during the Enrollment Period. The annual Civic Member assessment shall be assessed equally to all Civic Members.

(iv) **Associate and Outside User Assessment.** The Board also shall establish, in its discretion, the annual assessments chargeable to Associate and Outside Users, which shall contribute to the Common Expenses of the Association. Each Associate User and Outside User shall be personally liable for all annual assessments, as well as for any Common Expenses occasioned by the conduct of such Person or such Person's guests, tenants or invitees.

(e) **Special Assessments.** Notwithstanding anything in Paragraph 5(d) to the contrary, in addition to the annual assessment provided for above, the Board may at any time levy a special assessment for any purpose against all Members, notice of which shall be sent to such Members; provided, however, prior to becoming effective, any special assessment first shall be approved by the affirmative vote of at least two-thirds (2/3) of eligible Members present or represented by proxy at a duly called meeting, notice of which shall specify that purpose, and/or by ballot or consent specifying that purpose. The amount of all special assessments shall be charged equally against all the Members.

(f) **Specific Assessments.** Notwithstanding anything to the contrary provided herein, the Board of Directors shall have the power to levy specific special assessments pursuant to Section 44-3-225(a) of the Act as, in its discretion, it shall deem appropriate. Failure of the Board to do so shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to do so in the future. Fines levied pursuant to this Declaration and the costs of maintenance performed by the Association for which the Owner is responsible under this Declaration shall be specific assessments.

(g) **Capital Budget and Reserve Contribution.** As part of the annual budget and assessment, the Board may fix and establish an annual reserve or capital contribution, in an amount sufficient to permit meeting the projected capital and future needs of the Association.

(h) **Statement of Account.** Any Member, Mortgage holder, or a Person having executed a contract for the purchase of a Member Lot, or a lender considering a loan to be secured by a Member 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 a Member Lot. The Association shall respond in writing within five (5) days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten (\$10.00) dollars, or such higher amount as authorized by 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 Member Lot as of the date specified therein.

(i) **Initiation/Capital Fund Fee.** Subsequent to the Enrollment Period, the Board may require a onetime, non-refundable initiation/capital fund fee in an amount not to exceed 2 times the annual Recreation Member assessment at the time of submitting to membership or one thousand dollars (\$1,000.00), whichever is greater, in order to become a Member; provided, however, the successor in title to a Lot owned by a Civic Member whose Lot is submitted to Recreation Membership in accordance herein shall not be obligated to pay the Initiation/Capital Fund Fee. The Board shall have the right (in its sole discretion and subject to such restrictions as the Board may require), but not the obligation, to provide for variations in the initiation fee.

6. MAINTENANCE AND USE OF COMMON PROPERTY.

(a) **Maintenance.** The Association shall maintain, keep in good repair and, in the Board's discretion, improve the Common Property. This maintenance shall include, without limitation, maintenance, repair and replacement, subject to any insurance then in effect, of all structures, landscaping, grass areas, paving and other improvements situated on the Common Property.

(b) **Use of Common Property.** There shall be no obstruction of the Common Property, nor shall anything be kept, parked or stored on any part of the Common Property without prior written Board consent, except as specifically provided herein or in the Association's rules and regulations.

With prior written Board approval, and subject to any restrictions imposed by the Board, a Member may reserve portions of the Common Property for use for a period of time as set by the Board. Restrictions related to such reservation may differ based on membership level. Any such Member who reserves a portion of the Common Property hereunder assumes, on behalf of himself and his guests, Occupants and family, all risks associated with the use of the Common Property and all liability for any damage or injury to any person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees. Associate and Outside Users may not reserve any portion of the Common Property for exclusive use.

Each Member and Associate User transfers and assigns to any lessee who has exclusive use of the Member's or Associate User's home, for the term of the lease, any and all rights and privileges that the Member or Associate User has to use the Common Property, including, but not limited to, the use of any and all Recreational Facilities, subject to any restrictions described in the membership provisions above.

(c) **Parking.** Vehicles are prohibited from being parked on the Common Property unless the owner of the vehicle is using the Common Property at the time the vehicle is parked thereon. On the Common Property, vehicles may be parked only in designated parking spaces, or other areas authorized in writing by the Board. Vehicles may not be parked on any grass or landscaped areas on the Common Property.

Disabled and stored vehicles are prohibited from being parked on the Common Property. For purposes of this subparagraph, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains on the Common Property, other than in a garage, for seven (7) consecutive days or longer without prior written Board permission.

If any vehicle is parked on any portion of the Common Property in violation of this subparagraph or in violation of the Association's rules and regulations, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed or booted. The notice shall include the name and telephone number of a person to contact regarding the alleged violation. A notice also shall be conspicuously placed at the Common Property stating the name and telephone number of the person or entity which will do the towing and/or booting hereunder. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed or booted in accordance with the notice, without further notice to the vehicle owner or user.

If a vehicle is parked in a fire lane, is blocking another vehicle, is obstructing the flow of traffic, is parked on any grassy area, or otherwise creates a hazardous condition on the Common Property, no notice shall be required and the vehicle may be towed or booted immediately. If a vehicle is towed or booted in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing or booting activity. The Association's right to tow or boot is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

(d) **Abandoned Personal Property.** Personal property is prohibited from being stored, kept, or allowed to remain for a period of more than twenty-four (24) hours upon any portion of the Common Property without prior written Board permission. If the Board determines that a violation exists, then, not less than two (2) days after written notice is placed on the personal property and/or on the front door of the property owner's dwelling, if known, the Board may remove and either discard or store the personal property in a location which the Board may determine. The notice shall include the name and telephone number of the person or entity that will remove the property and the name and telephone number of a person to contact regarding the alleged violation.

The Board, in its discretion, may determine that an emergency situation exists and may exercise its removal rights hereunder without prior notice to the property owner; provided, however, in such case, the Board shall give the property owner, if known, notice of the removal of the property and the location of the property within three (3) days after the property is removed.

Neither the Association nor any officer or agent thereof shall be liable to any person for any claim of damage resulting from the removal activity in accordance herewith. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder.

7. **INSURANCE.**

(a) The Association's Board or its duly authorized agent shall have the authority to and, if reasonably available, shall obtain insurance for all insurable improvements on the Common Property. This 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.

(b) 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.

(c) 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.

(d) All such insurance coverage obtained by the Board shall be written in the name of the Association, as trustee, for the benefit of the Association and its members.

(e) The Board, in its reasonable discretion, also may maintain as a Common Expense a fidelity bond or similar coverage on directors, officers, employees or other Persons handling or responsible for the Association's funds, in an amount determined in the Board's business judgment.

8. **REPAIR AND RECONSTRUCTION.**

In the event of damage to or destruction of all or any part of the Common Property as a result of fire or other casualty, unless eighty (80%) percent of the Members 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 structure.

(a) **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 thereon 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.

(b) **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 Members without the necessity of a vote of the Members or compliance with Paragraph 5 above, provided Civic Members shall pay the same percentage of the special assessment as they pay of the Recreation Members' annual assessment, which percentage is set forth in Paragraph 5(d)(iii) 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.

(c) **Plans and Specifications.** Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Common Property was originally constructed, except where changes are necessary to comply with current applicable building codes.

(d) **Construction Fund.** The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against Members on account of such casualty shall constitute a

construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Paragraph to be disbursed by the Association in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Board.

9. ENFORCEMENT.

The Common Property shall be used only for those uses and purposes set out in this Declaration. Copies of all such rules and regulations shall be furnished to all Members, Occupants of Member Lots, Associate Users and Outside Users. Any rule or regulation may be repealed by the affirmative vote or written consent of a majority of the total Association vote at an annual or special meeting of the membership.

Every Member, Associate User, Outside User and Occupant, shall comply with the Declaration, Bylaws and rules and regulations of the Association, and any lack of compliance shall entitle the Association and, in an appropriate case, one or more aggrieved Member Lot Owners, to take action to enforce the terms of the Declaration, Bylaws or rules and regulations through any legal or equitable remedy.

(a) **Authority and Enforcement.** The Board shall have the power to impose reasonable fines against Members, Associate Users and Outside Users, which fines shall constitute a lien upon a Member Lot. The Board also shall have the authority to suspend a Member's right to vote and suspend a Member's, Associate User and Outside User's right to use the Common Property for violation of any duty imposed under this Declaration, the Bylaws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Member Lot. If any Occupant violates the Declaration, Bylaws or Association rules and a fine is imposed, the fine may be imposed against the Occupant and/or the relevant Member, Associate User or Outside User. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

(b) **Fining and Suspension Procedure.** The Board shall not impose a fine, suspend the right to vote or suspend the right to use the Common Property, unless and until the Association has sent or delivered written notice to the violator as provided in subsection (i) below. However, compliance with this subparagraph shall not be required for the following: (i) late charges and interest on delinquent assessments; (ii) suspension of voting rights if a Member is shown on the Association's records to be more than thirty (30) days delinquent in any payment due the Association, in which case suspension of the right to vote shall be automatic; and (iii) suspension of the right to use the Common Property if a Member, Associate User or Outside User is shown on the Association's records to be more than thirty (30) days delinquent in any payment due the Association, in which case suspension of the right to use the Common Property shall be automatic.

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

(ii) **Hearing.** If a written request for hearing is received from the violator within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a hearing affording the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The 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.

(c) **Additional Enforcement Rights.** Notwithstanding anything to the contrary herein contained, the

Association, acting through the Board, may elect to enforce any provision of the Declaration, the Bylaws, or the rules and regulations by self-help (specifically including, but not limited to, the towing or booting of vehicles from the Common Property that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both.

The Association or its duly authorized agent shall have the power to enter upon any portion of the Common Property to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the Bylaws, or the rules and regulations. All costs of self-help or of otherwise enforcing the Declaration, Bylaws or Association rules, including reasonable attorney's fees, shall be assessed against the violating Member, Associate User or Outside User.

Each Member, Associate User and Outside User shall be responsible for ensuring that the Member's, Associate User's and Outside User's family, guests, tenants and occupants comply with all provisions of this Declaration, the Bylaws and the rules and regulations of the Association. In addition to any rights the Association may have against the Member's family, guests, tenants or occupants, the Association may take action under this Declaration against the Member as if the Member committed the violation in conjunction with the Member's family, guests, tenants or Occupants.

(d) Failure to Enforce. Notwithstanding the above, no right of action shall exist against the Association for failure of enforcement where: (i) the Board determines that the Association's position is not strong enough to justify taking enforcement action; (ii) a particular violation is not of such a material nature as to be objectionable to a reasonable person or justify the expense and resources to pursue; or (iii) the Owner or party asserting a failure of enforcement possesses an independent right to bring an enforcement action therefore at law or in equity and has failed to do so.

10. EASEMENTS.

Every Member shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property that shall be appurtenant to and shall pass with the title to his or her Member 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 Members 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 a Member, his or her family, tenants, guests, and invitees;

(b) the right of the Association to suspend the voting rights of any Member and the right of a Member to use any portion of the Common Property for any period during which any assessment against his or her Member Lot which is provided for herein remains unpaid and for a reasonable period of time for an infraction of the Declaration, Bylaws, or rules and regulations;

(c) the right of the Association to borrow money as may be set forth in the Bylaws;

(d) the right of the Association to grant Associate and Outside Use Passes and other permits, licenses or easements across the Common Property, as authorized in this Declaration or the Bylaws; and

(e) the right of the Association to dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the members of the Association.

Any Member may delegate his or her right of use and enjoyment in and to the Common Property and facilities located thereon to the members of his or her family, his or her tenants and guests; provided such guests may not be residents of Chestnut Creek Subdivision who are not Members. Each Member shall be deemed to have made a delegation of all such rights to the Occupants of his or her Member Lot, if leased.

11. GENERAL PROVISIONS.

(a) **SECURITY.** THE ASSOCIATION MAY, BUT SHALL NOT BE REQUIRED TO, FROM TIME TO TIME, PROVIDE MEASURES OR TAKE ACTIONS WHICH DIRECTLY OR INDIRECTLY IMPROVE SECURITY AT THE PROPERTY; HOWEVER, EACH OWNER & OUTSIDE USER, FOR HIMSELF OR HERSELF AND HIS OR HER TENANTS, GUESTS, LICENSEES, AND INVITEES, ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION IS NOT A PROVIDER OF SECURITY AND THE ASSOCIATION SHALL NOT HAVE A DUTY TO PROVIDE SECURITY. FURTHERMORE, THE ASSOCIATION DOES NOT GUARANTEE THAT NON-OWNERS AND NON-OCCUPANTS WILL NOT GAIN ACCESS TO THE PROPERTY AND COMMIT CRIMINAL ACTS ON THE PROPERTY NOR DOES THE ASSOCIATION GUARANTEE THAT CRIMINAL ACTS ON THE PROPERTY WILL NOT BE COMMITTED BY OTHER OWNERS OR OCCUPANTS. IT SHALL BE THE RESPONSIBILITY OF EACH OWNER & OUTSIDE USER TO PROTECT HIS OR HER PERSON AND PROPERTY AND ALL RESPONSIBILITY TO PROVIDE SUCH SECURITY SHALL LIE SOLELY WITH EACH OWNER & OUTSIDE USER. THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF MEASURES UNDERTAKEN.

(b) **Submission of Common Property.** The Common Property owned by the Association shall be deemed submitted to this Declaration pursuant to execution of this Declaration by the Association.

(c) **Dispute Resolution.** All Members must give written notice to the Board requesting a hearing with the Board and attend such hearing to discuss amicable resolution of any dispute and submit the dispute to formal mediation before the Member files any lawsuit against the Association, the Board, any officer or director, or the property manager of the Association. The Member shall, in such notice and at the hearing and the mediation session, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Member's grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the person requesting the hearing. The Board shall schedule this hearing for a date not less than seven (7) or more than twenty-one (21) days from the date of receipt of the notice of hearing from the person requesting the hearing.

(d) **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 (except to the extent that such officers or directors may also be members 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.

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

(f) **Implied Rights.** The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule, 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.

(g) **Amended and Restated Bylaws.** Each Person who executes this Declaration also agrees and consents to the Amended and Restated Bylaws for Chestnut Creek Homeowners Association, Inc. ("Bylaws"), attached hereto and incorporated herein as Exhibit "D". The Bylaws adopted by the Board of Directors and approved by the signatories hereto shall be effective as provided in Paragraph 4(a) hereof.

(h) **Protective Covenants and Restrictions.** The plats of survey related to the Property and recorded in the Cobb County, Georgia land records set forth certain restrictions and protective covenants affecting the Lots. This Declaration shall not affect such restrictions and covenants in any way whatsoever and the provisions thereof shall be enforceable as set forth therein.

(i) **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(s), which shall remain in full force and effect.

(j) **Duration.** The covenants and restrictions of this Declaration shall run with and bind the Property perpetually to the extent provided in the Act. Notwithstanding anything herein to the contrary, neither (1) the foreclosure of one or more Member Lots subsequent to the recording of this Declaration, nor (2) the execution of one or more consents in a defective manner, nor (3) that as a result of foreclosure and/or defective execution, there are less than sixty (60) Recreation Members at any time or from time to time, shall affect the validity and enforceability of this Declaration.

(k) **Preparer.** This Declaration was prepared by Rebecca F. Drube, Weissman, Nowack, Curry & Wilco, P.C., 3500 Lenox Road, 4th Floor, Atlanta, Georgia 30326.

12. **AMENDMENTS.**

Except where a higher vote is required for action under any other provisions of this Declaration, in which case such higher vote shall be necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the Members of the Association holding sixty-six and two-thirds (66 2/3%) percent of the total eligible vote thereof; provided, as to any matter which materially alters or increases the percentage assessment obligation of the Civic Members, then such amendment requires the affirmative vote, written consent or any combination thereof of at least sixty-six and two-thirds (66 2/3%) percent of the total eligible vote of the Civic Members. 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 recorded in the Cobb County, Georgia land records.

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the Owners, may amend this Declaration:(a) if such amendment is necessary to bring any provision hereof into compliance with the Act, any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith, (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Member Lots subject to this Declaration, (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA"), to enable such lender or purchaser to make or purchase Mortgage loans on the Member Lots subject to this Declaration, or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure or guarantee Mortgage loans on the Member Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing.

Any action to challenge the validity of an amendment adopted under this Paragraph must be brought within one (1) year of the effective date of such amendment. No action to challenge such amendment may be brought after such time.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Board of Directors and undersigned Owners of Lots as set forth below have approved recording of this Declaration of Protective Covenants and Membership and the signature pages to follow:

Signed, sealed, and delivered this
____ day of _____, 200__.

Witness

Notary Public
My Commission Expires:

[NOTARY SEAL]

**CHESTNUT CREEK HOMEOWNERS
ASSOCIATION, INC.**

By: _____
President

Attest: _____
Secretary

[CORPORATE SEAL]

[SIGNATURES CONTINUED ON FOLLOWING PAGES]

[ADDITIONAL SIGNATORY TO DECLARATION]

The undersigned owner(s) is/are the record owner and holder of title in fee simple to a Lot within the Chestnut Creek Subdivision in Cobb County, Georgia, located at the address described below, and more particularly shown as Lot _____, Unit _____ as located in Land Lot(s) _____, of the 16th District, 2nd Section, Cobb County, Georgia records and as shown on the plat of survey for Chestnut Creek Subdivision recorded in Plat Book _____, Page _____, Cobb County, Georgia records such plat being incorporated herein by this reference. Owner(s) also consent to passage of the Amended and Restated Bylaws of the Chestnut Creek Homeowners Association, Inc.

Owner(s) shall be a **RECREATIONAL or CIVIC** [circle one] Member of the Association.

Signed, sealed and delivered

this ____ day of _____, 20____

Signature of Owner

Witness

Print or Type Full Name of Owner

Notary Public
[NOTARY SEAL]

Street Address

Signed, sealed and delivered

this ____ day of _____, 20____

Signature of Owner

Witness

Print or Type Full Name of Owner

Notary Public
[NOTARY SEAL]

Street Address

EXHIBIT "B"

Description of Common Property

TRACT I:

All that tract or parcel of land lying and being in Land Lot 405, 16th District, 2nd Section, Cobb County, Georgia, and being known as "Recreation Area, 1.6390 acres" of CHESTNUT CREEK SUBDIVISION, Unit I, as per plat of survey appearing in Plat Book 71, page 111, Cobb County Records, said plat being incorporated herein by reference and said property being more particularly described as follows:

BEGINNING at an iron pin located at the northwest corner of Land Lot 405; thence north 88 degrees 49 minutes 24 seconds east along the north line a distance of 247.21 feet to a point; thence south 42 degrees 08 minutes 34 seconds east a distance of 255.50 feet to an iron pin; thence south 65 degrees 49 minutes 45 seconds west a distance of 11.05 feet to an iron pin; thence south 49 degrees 19 minutes 47 seconds east a distance of 15.36 feet to an iron pin; thence south 41 degrees 05 minutes east a distance of 162.0 feet to an iron pin located on the north side of Saddle Back Mtn. Road; thence south 74 degrees 55 minutes west a distance of 56.7 feet; thence north 13 degrees 51 minutes 31 seconds west a distance of 78.64 feet to a point; thence north 41 degrees 04 minutes 30 seconds west a distance of 128.7 feet to a point; thence south 69 degrees 55 minutes 06 seconds west a distance of 36.4 feet; thence south 13 degrees 52 minutes east a distance of 25.6 feet to a point; thence south 89 degrees 24 minutes west a distance of 397.8 feet to a point; thence north 00 degrees 44 minutes west a distance of 203.2 feet to an iron pin located at the northwest corner of Land Lot 405, the same being the point of beginning.

TRACT II:

All that tract or parcel of land lying and being in Land Lots 405 and 460, 16th District 2nd Section, Cobb County, Georgia, and being shown as "Recreation Area, 0.951 acres" according to plat of survey for CHESTNUT CREEK SUBDIVISION, Unit I, recorded in Plat Book 71, page 111, Cobb County Records, said plat being incorporated herein by reference and said property being more particularly described as follows:

BEGINNING at a point on the southerly right of way of Staghorn Court, said point being located a distance of 509.6 feet easterly and southeasterly from the intersection of the southerly right of way of Staghorn Court with the east right of way of Chestnut Creek Drive; from said point thence south 53 degrees 53 minutes east a distance of 164.9 feet to a point; thence south 89 degrees 25 minutes east a distance of 47 feet, more or less, to a point; thence south 00 degrees 35 minutes west a distance of 153.1 feet to a point located on the northerly side of Davis Road; thence south 89 degrees 25 minutes east a distance of 346.6 feet to a point; thence north 50 degrees 06 minutes west a distance of 203.9 feet to a point; thence north 74 degrees 37 minutes west a distance of 94 feet; thence north 19 degrees 02 minutes west a distance of 12.5 feet, more or less; thence north 89 degrees 25 minutes west a distance of 140.4 feet to a point; thence north 53 degrees 53 minutes west a distance of 148.2 feet to a point located on the southerly right of way of Staghorn Court; thence in a westerly direction a distance of 20 feet, more or less to a point and the point of beginning.

TRACT III:

All that tract or parcel of land lying and being in Land Lot 405, 16th District, 2nd Section, Cobb County, Georgia, and being shown on plat of survey for CHESTNUT CREEK SUBDIVISION, Unit II, as recorded in Plat Book 73, page 151, Cobb County Records, and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, begin at an iron pin located at the intersection of the north side of Davis Road and the east line of Land Lot 460; thence north 89 degrees 24 minutes 31 seconds west a distance of 132.52 feet to an iron pin; thence north 50 degrees 06 minutes 24 seconds west a distance of 198.85 feet to an iron pin, the same being the point of beginning; thence north 50 degrees 06 minutes 24 seconds west a distance of 5.01 feet to an iron pin; thence north 44 degrees 34 minutes 17 seconds east a distance of 133.78 feet to a point located on the southerly right of way of Woodleaf Way; thence in a southerly direction along the westerly side of Woodleaf Way a distance of 5.33 feet to a point; thence south 44 degrees 34 minutes 17 seconds west a distance of 131.54 feet to an iron pin, the same being the point of beginning.

Description of Common Property - Continued

All that tract or parcel of land lying and being in Land Lots 405 and 460, 16th District, 2nd Section, Cobb County, Georgia, and being a portion of Lot 2, Block Q, Chestnut Creek, Unit I, as per plat of survey prepared for Chestnut Creek Homeowners Assoc., Inc. by Rodenberger & Associates, Inc., Mack R. Price, Georgia Registered Land Surveyor No. 2020, dated July 26, 1983, and being more particularly described as follows:

BEGINNING at an iron pin located on the northerly side of Davis Road (having a 60 foot right-of-way), said iron pin being located 646.92 feet easterly, as measured along the northerly side of Davis Road, from the intersection of the easterly side of Chestnut Creek Drive (having a 50 foot right-of-way) with the northerly side of Davis Road; running thence north $02^{\circ} 19' 43''$ east for a distance of 153.19 feet to an iron pin and corner; running thence south $89^{\circ} 24' 31''$ east for a distance of 46.67 feet to an iron pin and corner; running thence south $00^{\circ} 35' 29''$ west for a distance of 153.12 feet to an iron pin located on the northerly side of Davis Road; running thence north $89^{\circ} 24' 31''$ west for a distance of 51.31 feet to an iron pin and the point of beginning.

EXHIBIT "C" CHESTNUT CREEK

**STATE OF GEORGIA
COUNTY OF COBB**

Index in Grantor Index Owner's Name(s): _____

**Index in Grantor and Grantee Index Also Under:
Chestnut Creek Homeowners Association, Inc.**

**Cross Reference to Owner's Deed: Deed Book _____
Page _____**

**Cross Reference to Chestnut Creek Declaration: Deed Book _____
Page _____**

**CONSENT FORM TO THE DECLARATION OF PROTECTIVE COVENANTS AND MEMBERSHIP AND OWNER
SUBMISSION TO MEMBERSHIP IN CHESTNUT CREEK HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the undersigned owner(s) (hereinafter referred to as "Owner") is the record owner and holder of title in fee simple to a Lot within the Chestnut Creek Subdivision in Cobb County, Georgia, located at the address described below, and more particularly shown as Lot ____, Unit ____, as located in Land Lot(s) _____, 16th District, 2nd Section, as shown on the plat of survey for Chestnut Creek Subdivision recorded in Plat Book ____, Page ____, Cobb County, Georgia records (hereinafter "Owner's Property") such plat being incorporated herein by this reference; and

WHEREAS, Owner desires to submit and/or convert Owner's Property to the Declaration of Protective Covenants and Membership as recorded at Deed Book ____, Page ____ *et seq.* ("Declaration") as a Member of the Association, as defined in the Declaration in the category shown below;

NOW, THEREFORE, Owner does hereby consent, on behalf of Owner, Owner's successors, successors-in-title, heirs, and assigns, that from and after the date of this Consent, Owner's Property shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, covenants, and restrictions contained in the Declaration, as a RECREATIONAL Member of the Association, all of which shall run with the title to Owner's Property and shall be binding upon all persons having any right, title, or interest in Owner's Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Owner understands and acknowledges that, by submitting Owner's Property to such membership in the Association, Owner is hereby subjecting Owner's Property to mandatory assessments in favor of the Association, with lien rights afforded therefor, in accordance with the Declaration.

Owner does further consent to the submission of the Common Property (as defined in the Declaration) to the Declaration.

Signed, sealed and delivered
this ____ day of _____, 20 ____

Signature of Owner

Witness

Print or Type Full Name of Owner(s)

Notary Public
[NOTARY SEAL]

Signature of Co-Owner

Street Address

THIS PORTION TO BE COMPLETED BY ASSOCIATION UPON RETURN FROM OWNERS:

Signed, sealed, and delivered
This ____ day of _____, 20__

Approved by:
CHESTNUT CREEK HOMEOWNERS ASSOCIATION, INC.

By: _____
President

Witness

[CORPORATE SEAL]

Notary Public [NOTARY SEAL]

[For Subsequent Additions and Conversion]