

*Jay C. Stephenson*

Jay C. Stephenson  
Clerk of Superior Court Cobb Cty. Ga.

After Recording     Bobbi Cher McLure  
Please Return to:     3254 Colquitt Trail NE  
                               Kennesaw, Georgia 30152

Instructions to Clerk:  
Please Cross-Reference to Deed Books set forth below;  
Please Index each signatory in Grantor Index;  
Please Index Signal Point Homeowners Association, Inc.  
in Grantor and Grantee Indexes

The Common Property (Exhibit "A") and all Lots are located in  
Land Lots 180, 201, 202, and 218  
20th District, 2nd Section, Cobb County, Georgia

Cross-Reference:

Plat Book 94, Page 75  
Plat Book 105, Page 5  
Plat Book 108, Page 93  
Plat Book 139, Page 57.

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STATE OF GEORGIA  
COBB COUNTY

**DECLARATION OF COVENANTS AND MEMBERSHIP  
FOR SIGNAL POINT**

DECLARATION OF COVENANTS  
AND MEMBERSHIP FOR SIGNAL POINT HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the following are the four (4) Plats for Signal Point Subdivision (collectively referred to as the "Signal Point Subdivision Plats"), each such Plat being recorded in the Cobb County, Georgia Records, with said records being incorporated herein by this reference:

- (a) Plat recorded on September 6, 1984, in Plat Book 94, Page 75;
- (b) Plat recorded November 27, 1985, in Plat Book 105, Page 5;
- (c) Plat recorded on or about June 18, 1986, Plat 108, Page 93;
- (d) Plat recorded on June 12, 1992, in Plat Book 139, Page 57.

WHEREAS, Lot Owners within Signal Point Subdivision in Cobb County, Georgia, who have executed this Declaration or otherwise consented hereto desire to subject their Lot and the Property to the terms and provisions of this Declaration of Covenants and Membership for Signal Point ("Declaration"), and do hereby subject their Lot and the Property to continuing Membership in Signal Point Homeowners Association, Inc. ("Association") and authorize and direct the Board of Directors of the Association to subject the Common Property, as described in **Exhibit "A"** 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; and

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

NOW, THEREFORE, the undersigned officers of the Association, and all Lot Owners who have executed or otherwise consented to this Declaration, hereby declare that all of the Property described herein, described in separate instruments consenting hereto and described in the attached Exhibits 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.

1. NAME.

The name of the Property is Signal Point Subdivision (hereinafter sometimes called "Signal Point"), which 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.

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 set forth below.

(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 Signal Point Subdivision Plats which 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 in accordance with terms of this Declaration, become a portion of the Property.

(c) Articles or Articles of Incorporation - mean the Articles of Incorporation of Signal Point Homeowners Association, Inc., filed with the Secretary of State of the State of Georgia, as amended.

(d) Association - means Signal Point Homeowners Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

(e) Association Legal Instruments - means this Declaration and all Exhibits hereto and the Signal Point Subdivision Plats, all as may be supplemented or amended.

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

(g) Bylaws - mean the Amended and Restated Bylaws of Signal Point Homeowners Association, Inc., which are attached hereto as **Exhibit "B"**.

(h) 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, club house, parking areas, and associated facilities, shrubbery and landscaping.

(i) Declaration or Declarations – This Declaration of Covenants and Membership for Signal Point Homeowners Association, Inc., as may be amended from time to time.

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

(k) Eligible Mortgage Holder - means a holder of a first mortgage secured by a Member's Lot who has requested, in writing, notice of certain items as set forth herein.

(l) 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.

(m) Member - means a Lot Owner whose Lot has been submitted to this Declaration by execution hereof or by written consent recorded in the Cobb County, Georgia land records, as provided herein, and which Lot therefore is a portion of the Property.

(n) Membership - means a membership in the Association which is permanent and mandatory and which cannot be separated from a Lot, but rather is appurtenant to and runs with title to a 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.

(o) 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.

(p) Mortgagee or Mortgage Holder - mean the holder of any Mortgage.

(q) Occupant - means any Person occupying all or any portion of a dwelling or other property located on a Member's Lot for any period of time, regardless of whether such Person is a tenant or the Owner of such property.

(r) 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.

(s) Owner - means the record titleholder of a Lot within the Signal Point Subdivision, but shall not include a Mortgage Holder of the Lot.

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

(u) 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 Members' Lots as submitted to this Declaration and any portion of the Additional Property as later submitted. The Property includes the Common Property. 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.

(v) Recreational Facilities – The portion of the Common Property that is the tennis courts, playground, swimming pool, clubhouse and associated appurtenances, including parking areas.

(w) Recreational Use Component – The portion of the Annual Assessment (refer to 7(c) below) which affords Members the privilege to use the Recreational Facilities, subject to this Declaration, the Bylaws and the rules and regulations of the Association.

(x) Seasonal Use Pass(es) – Revocable passes which impart the right to use the Recreational Facilities of the Association which may be held by person(s) that are not Lot Owners or their permitted designee(s), provided that such Seasonal Use Pass holder(s) pay the necessary fee set by the Board and meet all other conditions placed upon the issuance and validity of such Passes..

(y) Signal Point Subdivision - means all Lots, Common Property and roads shown on the Signal Point Subdivision Plats.

### 3. LOCATION, PROPERTY DESCRIPTION, AND PLATS.

The Property subject to this Declaration and the Act is located in Land Lots 180, 201, 202 and 218 in the 20<sup>th</sup> District, 2<sup>nd</sup> Section, Cobb County, Georgia, including all of that property referenced herein and described within the attached Exhibits and the Consent Instruments associated with and cross-referenced to this Declaration; said documents are specifically incorporated herein by this reference. For purposes of property description and submission of the Owners' Lots set forth herein only, the Signal Point Subdivision Plats referenced herein are incorporated herein by reference as fully as if the same were set forth in their entirety herein.

### 4. EFFECTIVE DATE.

(a) The membership in the Association that existed prior to the Effective Date of this Declaration. The Bylaws of Signal Point Homeowners Association, Inc. that were in effect prior to the Effective Date of this Declaration (herein referred to as "Original Bylaws") provide that membership in the Association shall be voluntary and shall include the following three classes of membership: (1) senior member, (2) junior member, (3) and associate members. This Declaration, and the Bylaws attached hereto replace such classes of voluntary membership with one class of Membership. Since the Original Bylaws provide that membership in the Association shall be voluntary, the Original Bylaws have been amended in order to replace all provisions allowing voluntary membership with provisions requiring Membership.

(b) Effective Date. This Declaration and the Bylaws attached hereto (Exhibit B) shall not be effective, whether or not recorded, until and unless the following three conditions have been satisfied: (1) at least five Owners have executed this Declaration or a Consent Form associated herewith; (2) two Association

officers have executed this Declaration; and (3) this Declaration has been recorded in the Cobb County, Georgia Records. A Consent Form which does not bind a given Owner and encumber such Owner's Property by and to this Declaration until the sale or transfer of such Owner's Property shall not be counted for purposes of the above stated condition regarding effect unless such sale or transfer of such Owner's Property has occurred. The date on which all of the above three conditions have been satisfied shall constitute the "Effective Date" of this Declaration and the Effective Date of the Bylaws attached hereto (Exhibit B).

The membership of members who have not submitted their Lots to this Declaration prior to the Effective Date shall terminate as of the Effective Date. Any Owner of a Lot within Signal Point may submit the Owner's Lot(s) to this Declaration after the Effective Date and thereby become a Member of the Association, as provided within Paragraph 4(c) below.

(c) Additional Property and Consents to this Declaration after the Effective Date. All Lots shown on the Signal Point Plats which have not been submitted to the terms and provisions of this Declaration as of the Effective Date shall be part of the Additional Property. Submission to this Declaration of a Lot within the Additional Property may be accomplished after the Effective Date by (1) a consent form being executed by the Owner of the Lot, (2) the consent form being executed by at least one officer of the Association, (3) the consent form being recorded by the Association within the Cobb County, Georgia Records; and (4) the Owner paying the initiation fee set forth within Paragraph 4(d) below initiation inapplicable if submission to this Declaration is made within six (6) months of the Effective Date. A sample consent form (which may be varied by the Association) is attached hereto as **Exhibit "C"** and incorporated herein by this reference.

(d) Initiation Fee. Beginning six months after the Effective Date, the Owner of a Lot shall be required to pay an initiation fee of \$500 to the Association as a condition to submitting the Owner's Lot to this Declaration. Thereafter each calendar year the Board of Directors shall determine the amount of the initiation fee (up to \$1,000.00) that will be charged during such calendar year.

## 5. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.

(a) Member. Each Person who is the record owner of a fee or undivided fee interest in any Lot, and whose Lot is submitted to this Declaration by execution hereof or by a consent form (as set forth within Paragraph 4(c) above) recorded in the Cobb County, Georgia land records, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any such Member's Lot. Membership shall be transferred automatically by conveyance of the Member's Lot and may be transferred only in connection with the transfer of title. 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 Lot owned. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Any rights and privileges of Membership, including the right to vote and to hold office, may be exercised by Members or their spouses, but in no event shall more than one (1) vote be cast for each Lot owned by a Member.

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

(c) Recreational Facilities. The Annual Assessment includes the Recreational Use Component, which affords the Member use of the Recreational Facilities for the fiscal year during which the Annual Assessment is paid. Owners of a Lot on the Effective Date who become a Member may refrain from paying the Recreational Use Component of the Annual Assessment; however, once ownership of such Member(s)'

Lot(s) changes, the Recreational Use Component shall not be optional, the Recreational Use Component will be a mandatory component of the respective Lot Owners' Annual Assessments. Members who pay the 'recreational use component' of the annual dues, shall be entitled to the use of all Association Recreational Facilities, subject to this Declaration, the Bylaws and the rules and regulations of the Association. Any Member may delegate his or her right of use and enjoyment in the Recreational Facilities to the members of his or her family, his or her tenants and guests; provided, however, any Owner of a Lot within Signal Point who has not submitted the Owner's Lot to this Declaration shall not be permitted to use the Common Property, including the recreational facilities.

(d) Seasonal Users. Those holding a Seasonal Use Pass. A Seasonal Use Pass may be offered in the discretion of the Board to persons who do not own a Lot within Signal Point. Such Seasonal Use Passes shall be contingent upon payment of an annual payment established by the Board, in its discretion, on a case by case basis. Persons holding Seasonal Use Passes hold such passes subject to the rules associated with the Recreation Facilities. Subject to existing agreement(s), Seasonal Use passes may be regulated, limited or discontinued by the Board in its discretion. Holders of Seasonal Use Passes are not Members.

## 6. ASSOCIATION RIGHTS AND RESTRICTIONS.

The Association, acting through its Board of Directors, shall have the right and authority, in addition to and not in limitation of all other rights it may have:

(a) to make and to enforce reasonable rules and regulations governing the use of the Common Property in accordance with this Declaration and the Bylaws;

(b) to enforce the provisions of this Declaration, the Bylaws, and any rules and regulations provisions concerning the Common Property, by imposing reasonable monetary fines, by using self-help and suspending use and voting privileges and services paid for as a Common Expense, as provided herein and in Section 44-3-223 of the Act and by any other legal or equitable means. Any fines imposed shall be considered an assessment against the Member's Lot.

(c) to control, manage, operate, maintain, replace and, in the Board's discretion, improve all portions of the Common Property and Association easements, if any, for which the Association is assigned maintenance responsibility under this Declaration;

(d) to determine, in its discretion, the terms of use of the Common Property by Seasonal Members and by the guests of Members;

(e) to grant permits, licenses, utility easements, and other easements, permits, public rights-of-way or licenses necessary for the proper maintenance or operation of the Common Property under, through, or over the Common Property, as may be reasonably necessary to or desirable for the ongoing development and operation of the Common Property;

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

(g) to represent the Members in dealing with governmental entities as to the Common Property and other matters;

(h) to acquire, hold and dispose of tangible and intangible personal property and real property;

(i) the Board of Directors shall have the power to assess pursuant to Section 44-3-225(a) of the Act as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Paragraph 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.

## 7. ASSESSMENTS.

(a) General. The Association shall have the power to levy assessments against all Members as provided herein. The assessments 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 Association easements, if any, enforcing this Declaration, paying for utility services serving the Common Property and easements, if any, maintaining a reserve fund for future Common Property, repairs or improvements, and promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Members and Occupants of Member, as may be more specifically authorized from time to time by the Board. Except as otherwise provided herein, each Member's Lot is hereby allocated equal liability for assessments.

(b) Creation of 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 Lot which are established pursuant to the terms of this Declaration and the Act.

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's Lot and shall be a continuing lien upon the Member's 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's Lot at the time when the assessment fell due. Each Owner of a Member's 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's 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 or Member's Lot from liability for any assessments thereafter coming due or from the lien thereof.

(c) Annual Assessment; Computation of Operating Budget. The Annual Assessment for the first fiscal year following the Effective Date of this Declaration shall be Forty-five and No/100 Dollars (\$45) plus Two-Hundred Fifty and No/100 Dollars (\$250) for the Recreational Use Component of the Annual Assessment. (See 5(c)). Prior to the beginning of each upcoming fiscal year thereafter, and subject to the limitations set forth within Paragraph 7(d) below, the Board of Directors shall (1) prepare a budget covering the expenses of the Association for the upcoming fiscal year and shall fix the amount of the Annual Assessment for each upcoming fiscal year, and (2) deliver a copy of the budget and notice of the Annual Assessment to each Member's Lot at least thirty days prior to the beginning of the upcoming fiscal year. If the Board fails for any reason to either (1) prepare a budget or fix the amount of the Annual Assessment for the upcoming fiscal year or (2) deliver the budget and notice of the Annual Assessment to each Member's Lot, the budget and Annual Assessment amount in effect for the current fiscal year shall continue for the upcoming fiscal year. The fiscal year of the Association may be set by Board resolution or, in the absence thereof, shall be the calendar year. The budget may reflect anticipated dues to be received from holders of Seasonal Use Passes as provided within Paragraph 5(d) of this Declaration.

(d) Maximum Annual Assessment Increase. The Board may increase the Annual Assessment for each upcoming fiscal year up to fifteen percent (15%) of the current fiscal year. The Board may alternatively state within the notice of the Annual Assessment for the upcoming fiscal year that the Board proposes to increase the Annual Assessment to an amount in excess of such fifteen percent (15%). Such proposed increase in excess of fifteen percent (15%) shall not become effective unless approved by a majority of the Members, by vote or written consent, within thirty days after the beginning of the upcoming fiscal year. If the proposed increase in excess of fifteen percent (15%) is not so approved by the majority of the Members, the Board shall, after such thirty day period, fix the assessment for that fiscal year (up to a maximum of fifteen percent (15%) of the previous fiscal year) and shall thereafter deliver to each Member's Lot a notice of Annual Assessment stating the assessment amount for that fiscal year.

(e) Special Assessments. 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.

(f) 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.

(g) Delinquent Assessments. 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, and interest at the highest rate permitted under the Act shall accrue from the due date.

(ii) The Association, acting through the Board, may suspend the Member's right to use the Common Property if amounts remain unpaid for more than thirty (30) days, and 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) 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 late charges, interest, 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.

(h) Statement of Account. Any Member, Mortgage holder, or a Person having executed a contract for the purchase of a Member's Lot, or a lender considering a loan to be secured by a Member's 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's 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's Lot as of the date specified therein.



(a) Association's Responsibility. The Association shall maintain and keep in good repair the Common Property and any easements of the Association. This maintenance shall include, without limitation, maintenance, repair, and replacement subject to any insurance then in effect, of all landscaping grass areas, paving and other improvements situated on the Common Property. The Association shall also maintain and keep in good repair all water and sewer pipes or facilities which serve the Common Property, to the extent that such pipes and facilities are not maintained by public, private, or municipal utility companies.

(b) Member's Responsibility. Each Member shall maintain and keep his or her Lot and dwelling in good repair, condition and order, including, but not limited to, mowing, edging, trimming and keeping planting beds in good condition. In addition, each Member shall maintain any public right of way located between the Member's Lot and the curb of the street(s) bordering such Lot.

If the Board determines that any Member has failed or refused to discharge properly his or her obligation with regard to the maintenance of the Member's Lot or the repair or replacement of items of which he or she is responsible hereunder, then, the Association shall give the Member written notice of the Member's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Member's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board.

Unless the Board determines that an emergency exists, the Member shall have ten (10) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days. If the Board determines that: (i) an emergency exists or (ii) that a Member has not complied with the demand given by the Association as herein provided; then the Association may provide any such maintenance, repair, or replacement at the Member's sole cost and expense, and such costs shall be an assessment and lien against the Member and the Lot. If, during the course of performing its maintenance responsibilities hereunder, the Association discovers that maintenance, repair or replacement is required of an item which is the Member's responsibility, and such maintenance, repair or replacement must be performed for the Association to properly complete its maintenance project, then the Association may perform such work on behalf of the Member and at the Member's expense, without prior notice to the Member, such being deemed an emergency situation hereunder.

The Board may alternatively enforce this Paragraph through monetary fines against the Member or Occupant of the Lot, and each day the maintenance, repair, or replacement is not completed shall constitute a separate violation for which fines may be assessed on a daily basis.

## 9. USE RESTRICTIONS.

Each Member shall be responsible for ensuring that the Member's family, guests, tenants and Occupants comply with all provisions of this Declaration, the Bylaws and the rules and regulations of the Association.

(a) Residential Use. Each Member's Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Member's Lot, including business uses ancillary to a primary residential use, except that the Member may conduct such ancillary business activities within that dwelling so long as (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the dwelling; (2) the business activity does not involve frequent visitation of the Member's Lot by employees, clients, customers, suppliers or other business invitees; provided, however, this provision shall not preclude delivery of materials or items by United States Postal delivery or by other

customary parcel delivery services (U.P.S., Federal Express, etc.); (3) the business activity conforms to all zoning requirements for the Member's Lot; and (4) the business activity does not increase traffic or parking congestion in Signal Point.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Refer to Cobb County Ordinance Section 134-196(b).

(b) Number of Occupants. The maximum number of occupants in a dwelling on a Member's Lot shall be limited to two (2) people per bedroom in the dwelling. "Occupancy," for purposes hereof, shall be defined as staying overnight in a dwelling for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year. This occupancy restriction shall not apply to require the removal of any person lawfully occupying a dwelling on the Effective Date hereof. Upon written application, the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto. In the event an Owner intends to sell or lease such Owner's Lot, the Owner shall give to the Association, in writing, prior to entering any lease or sales contract, the name of the purchaser or lessee of the Lot and such other information as the Board may reasonably require. Upon acquisition of a Lot, each new Owner shall give the Association, in writing, the name and mailing address of the Owner and such other information as the Board may reasonably request.

(i) In order to assure a community of congenial Occupants and thus protect the value of Lots within the Subdivision, all leases and lessees are subject to the provisions of the Association Legal Instruments.

(ii) Required Lease Provisions. No dwelling situated upon the Property shall be leased for transient or hotel purposes, or, in any event, for a period less than 6 months. The Owner must make available to the prospective tenant a copy of the Association Legal Instruments prior to the entry of any lease. Any lessee, by occupancy of a Lot, agrees to abide by and be subject to the Association Legal Instruments (which includes all rules and regulations existing thereunder). Lessee shall control the conduct of his or her family, guests, licensees and invitees in order to assure compliance with the Association Legal Instruments and applicable law. Lessee shall, and by entering any lease of any Lot agrees to, indemnify and hold the Association harmless for any harm which occurs to any person or property on Common Property or in use of or any property owned or controlled by the Association.

(c) Subdivision of Lots and Outbuildings. No Lot owned by a Member may be subdivided into a smaller Lot and no structure of a temporary character, trailer, tent, shack, carport, garage, barn or other outbuilding shall be erected or used by any Member, at any time, either temporarily or permanently, except with written Board approval. Every Member agrees that he will not seek to change the zoning of any portion of his Lot in a manner inconsistent with this Declaration, the Bylaws and/or the Articles of Incorporation.

(d) 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 which may reserve portions of the Common Property for use for a period of time as set by the Board. Any Member or Members who reserve a portion of the Common Property hereunder assume, on behalf of

himself/herself/themselves and his/her/their 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.

Each Member transfers and assigns to any lessee who has exclusive use of the Member's home, for the term of the lease, any and all rights and privileges that the Member has to use the Common Property, including, but not limited to, the use of any and the Recreational Facilities, assuming that all assessments (including the Recreational Use Component) have been paid to the Association.

(e) Prohibition of Damage, Nuisance and Noise. Noxious, destructive, offensive or unsanitary activity shall not be carried on upon the Common Property or Members' Lots. No Member or Occupant may use or allow the use of the Member's Lot or the Common Property at any time, in any way, which may endanger the health or property of other Persons, unreasonably annoy, disturb or cause embarrassment or discomfort to other Members or Occupants, or, in the Board's discretion, constitute a nuisance. The intention of this provision is to grant the Association and aggrieved Members and Occupants a right of redress for actions, activities or conduct which unreasonably disturbs or impairs the peaceful and safe enjoyment. In this regard, specific unauthorized and unreasonable annoyances or disturbances shall include, but not be limited to, the following:

- (i) Any fighting, raucous behavior or insobriety either outside of a Member's Lot at any time or within a Member's Lot if such conduct can be heard in the normal course of activities in any other Lot(s)
- (ii) The use of any alarm, equipment, or devise, mechanical or otherwise, which creates or produces excessively loud sounds or any vibrations either outside of a Member's Lot at any time or within a Lot if such sounds can be heard or vibrations felt in the normal course of activities in any other Lot(s);
- (iii) Any conduct which, in the Board's reasonable discretion, creates any danger or risk of injury to others or damage to property within Signal Point or which creates any threat to health or safety of any other resident or pet;
- (iv) Any excessively loud play or playground activities either outside of a Member's Lot at any time or within the Lot if such conduct can be heard in the normal course of activities in any other Lot (s);
- (v) Any conduct which creates any noxious or offensive odor either outside of a Member's Lot at any time or within the Lot if such odors can be detected in the normal course of activities in any other Lot (s);
- (vi) Any similar action or activity outside of a Member's Lot, or which occurs inside the Lot but which interferes with the peaceful use and enjoyment of other Lots or the Common Area by any other Member, members of his or her family, guests, invitees, or Occupants of his or her Lot; or
- (vii) Any construction or similar activities on a Member's Lot which can be heard in other Lots between the hours of 9:00 p.m. and 7:30 a.m.

However, nothing herein shall be construed to affect the rights of an aggrieved Member to proceed individually against a violator hereof for relief from interference with his or her property or personal rights, and the Board may, in its discretion, require aggrieved individuals to seek redress personally for interference with their personal property rights before the Association intervenes and commences enforcement action hereunder. No claim for any loss, damage or otherwise shall exist by an aggrieved Member or Occupant against the Association for failure to enforce the provisions hereof if the aggrieved Member or Occupant has not personally pursued all available remedies against the violator for redress provided under Georgia law. Refer to Cobb County Ordinance Sections 50-256 to 50-258.

(f) Firearms and Fireworks. The display or discharge of firearms or fireworks on the Common Property is prohibited; provided, however, that the display of lawful firearms on the Common Property is permitted by law enforcement officers and also is permitted for the limited purpose of transporting the firearms across the Common Property to or from the Member's Lot. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. The term "fireworks" shall include those items as listed in O.C.G.A. Section 25-10-1.

(g) Pets. No Member or Occupant may keep any pets other than a reasonable number of generally recognized household pets on any portion of the Property, as determined in the Board's discretion.

Feces left by pets upon the Common Property, a Lot or in any dwelling must be removed promptly by the Member of the pet or the person responsible for the pet.

Any Member or Occupant who keeps or maintains any pet on any portion of the Properties shall be deemed to have indemnified and agreed to hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Properties. Refer to Cobb County Ordinance Sections 10 & 134-196 3 (d).

(h) Parking. No Member or Occupant may keep or bring onto the Property more than a reasonable number of vehicles per Lot at any time, as determined by the Board; provided, however, the Board may adopt reasonable rules limiting the number of vehicles which may be parked at the Property. Vehicles only may be parked in garages, designated parking spaces or other areas authorized in writing by the Board. Vehicles shall not be parked on any street within the community except for temporary visitor parking.

Disabled vehicles are prohibited from being parked on a Member's Lot, except in garages. For purposes of this subparagraph, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable.

Boats, trailers, golf carts, buses, trucks with a load capacity of one (1) ton or more, recreational vehicles (RV's and motor homes), vehicles used primarily for commercial purposes and containing visible evidence of commercial use (such as business decals or signs, or other visible business evidence), and vehicles with commercial writings on their exteriors are also prohibited from being parked on a Member's Lot for longer than 72 hours, except: (1) in garages or as otherwise approved by the Board, or (2), in the case of service vehicles, on a temporary basis during daytime business hours or during emergencies for the purpose of serving a Lot. The temporary removal of such vehicles from a Lot to break the continuity of the 72 consecutive hours shall not be sufficient to establish compliance with this restriction.

If any vehicle is parked on any portion of Member's Lot or 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 forty-eight (48) hours the vehicle may be towed. 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 Property stating the name and telephone

number of the person or entity which will do the towing and/or booting hereunder. If forty-eight (48) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within three (3) months of such notice, the vehicle may be towed in accordance with the notice, without further notice to the vehicle's owner or user.

If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Member's or Occupant's Lot or dwelling, is obstructing the flow of traffic, is parked on any grassy area, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed 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 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. Refer to Cobb County Ordinance Sections 118-145, 118-157 & 134-277.

(i) Abandoned Personal Property. Personal property, other than an automobile as provided for in subparagraph (h) of this Paragraph, 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 Member'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 which 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 Member; provided, however, in such case, the Board shall give the Member, 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.

(j) Signs. Except as may be required by legal proceedings, no signs, advertising posters or billboards of any kind shall be erected, placed, or permitted to remain on a Member's Lot without the prior written consent of the Board or its designee, except that two (2) professional security signs not to exceed six (6") inches by six (6") inches each in size may be displayed on the Lot and one (1) professionally lettered "For Rent" or "For Sale" sign not to exceed two (2') feet by two (2') feet in size may be displayed on a Lot being offered for sale or for lease. In no event during the approved construction/improvement of any structure shall more than one (1) contractor identification sign be placed, except building permit signs. Such sign placement shall be limited to the time of construction/improvement plus one (1) week. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association. The Board also shall have the authority to adopt regulations permitting temporary signs on Members' Lots announcing open houses, births, birthdays or other events for limited periods of time.

(k) Rubbish, Trash, and Garbage. All rubbish, trash, and garbage shall be regularly removed from a Member's Lot and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Property, temporarily or otherwise, except as provided herein. Rubbish, trash, and garbage shall be disposed of in appropriate sealed bags and placed in proper receptacles for collection. The Board may establish regulations regarding placement of trash cans for pick-up. All garbage cans, woodpiles, swimming pool pumps, filters, tanks, and other similar items shall be located or screened so as to be concealed from view of

neighboring Lots and streets; any such screening may require approval by the ACC (See *infra*). However, if rubbish, garbage or any other 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 the evening before a pick-up is to be made as necessary to provide access to Persons making such pick-up. All trash and garbage shall be regularly removed and shall not be allowed to accumulate. The Association hereby expressly reserves the right, but not the obligation, to dispose of trash and rubbish as it ordinarily does in the ordinary course of its business.

No Lot shall be used for the disposal of or a dumping ground for trash, garbage, rubble or debris of any type. No clippings/yard waste from any Lot may be disposed of on any Common Property, drainage areas, or storm sewer openings, waterways or retention areas. Further, such material shall not be disposed of in any drainage ditch or anywhere that it will impede water flow. Refer to Cobb County Ordinance Sections 102-9 to 102-15 & 102-18.

(l) Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including, but not limited to 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 except if kept in an enclosed garage or concealed from view of neighboring Lots, streets, and property located adjacent to the Lot. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the dwelling. Only appropriate outdoor items, such as neatly stacked firewood, patio furniture, grills, and bicycles may be kept on the patio or deck serving the Member's Lot.

(m) Architectural Standards and Controls. No Member may construct a dwelling upon the Member's Lot or make a substantial exterior change, alteration or construction on the Member's Lot (including painting, re-grading or significant landscaping modifications) without first obtaining written approval of the Board. The Board shall have the discretion to determine whether an exterior change, alteration or construction is substantial.

The standard for approval by the Board shall include, but not be limited to: (1) aesthetic consideration, (2) materials to be used, (3) harmony with the external design of the existing buildings, Lots and structures, and the location in relation to surrounding structures and topography, and (4) any other matter deemed to be relevant or appropriate by the Board.

Applications for approval of any such architectural modification shall be in writing and shall provide such information as the Board may reasonably require. If the Board fails to approve or to disapprove such application within forty-five (45) days after the application and such additional information as the Board may reasonably require shall have been submitted, its approval will not be required and this Paragraph will be deemed complied with, unless such structure or improvement otherwise is in violation of the Declaration, the Bylaws, the design standards, the Association's rules and regulations, or applicable zoning ordinances.

Each Member acknowledges that the directors on the Board of Directors will change from time to time and that interpretation, application and enforcement of architectural standards may vary accordingly. The approval of the Board of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval of the Board, shall not constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

All improvements approved by the Board hereunder must be commenced within one year from the date of approval and be completed in a professional and workmanlike manner compliant with all applicable law. If not commenced within such time, then such approval shall be deemed revoked by the Board, unless the Board gives a written extension for commencing the work. Additionally, except with written Board approval otherwise, and except for delays caused by strikes, fires, national emergencies, critical materials shortages or

other intervening forces beyond the control of the Member, all work approved by the Board hereunder shall be completed within ninety (90) days of commencement.

In administering and enforcing the Association's Architectural Guidelines, the Board may appoint an Architectural Control Committee comprised of existing Board Members ("ACC"). Until the Board appoints and ACC the Board shall constitute the ACC.

Without limiting the Board's powers and discretion, the following provisions are applicable; where the following conflict with subsequent ACC requirements, statements or provisions, such subsequent statements, requirements or provisions shall control:

(i) Exterior Brick, Siding, Stone, Etc.

Brick is permitted to be used on all four sides of a house on a Lot. All brick and stone must be kept in good repair including but not limited to: Visible mold, dirt and stains must be removed and mortar must be maintained. Loose, missing or discolored mortar must be replaced. Damaged brick and stone must be replaced or repaired. Repairs must match existing material. No brick or stone is to be painted. Brick and stone accent materials are allowed at the front entry of the house including porches walkways and patio area. Brick, river rock, stone, flagstone, slate are acceptable materials.

All types of siding and stucco are to be kept free of visible mold, dirt, grease, stains and discoloration. Siding, covered fascia, downspouts and eaves, privacy walls, steps, decks, etc. visible from the street must be maintained to this standard.

An ACC request Form is not needed when repairing or replacing exterior brick, stone, siding, trim, and other elements using matching house brick, stone, siding, siding type and color, or trim type and color.

All color/material changes to siding, trim, stone, brick or other exterior materials must have ACC approval. Among other items which the ACC will require, a change requires the submission to the ACC the following information: 1) A sample piece of the same brand and color of siding/brick/stone/etc. proposed for installation. 2) Description or photo of the area where the replacement will be installed.

(ii) Roofs.

All roofs on any structure on any Lot are limited to shingle roofs. Roof shingles must be kept in good repair. Any torn or missing shingles must be replaced. When repairing or replacing roofing shingles, a repair must match and must blend with the existing shingles. If the same shingle is not available the Owner may be required to replace all shingles.

Depending on the location, partial roof replacements may be approved by the ACC. Any change to the existing shingles must be approved by the ACC, and a sample piece of the material used for repair or installation must be submitted for approval.

(iii) Doors & Windows.

No silver or brushed aluminum finished doors or windows of any kind will be permitted. No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades or for any other purpose. Window and door screens must be in good repair, free of stains or

discoloration and free of holes or tears. All window/door hoods, bonnets, and awnings must be kept in good repair and consistent in color with other trim on the house. No mold, dirt, discoloration or rust is acceptable. Painted hoods must be free of chips, dents, holes and rust.

ACC approval is not required for the installation or replacement of existing exterior compliant doors, storm doors or windows replacement door or window is an exact match to that compliant door or window already installed.

(iv) Exterior Lighting.

Any exterior lighting or landscape lighting used on any portion of a lot or structure shall be tasteful, in harmony with the community, and must be approved by the ACC. The following are permitted without the need to seek ACC approval: 1) Street lights in conformity with an established street lighting program for the Subdivision; 2) Those decorative holiday lights and ornamentation used during the holiday season shall be acceptable from Thanksgiving through the 2<sup>nd</sup> Saturday in January; 3) Other holiday lights such as "Halloween bulbs that have figures and/or are colored" may be burned 2 weeks prior to the holiday and must be removed one week after the holiday.

(v) Antennas.

No exterior television or radio antennas including satellite television signal receiving equipment of any sort shall be placed, allowed or maintained upon any portion of a structure or Lot without prior written approval by the ACC. Refer to Cobb County Ordinance Sections 134-274.

(vi) Air-Conditioning Units.

No window air conditioning units may be installed except as may be permitted by the ACC, but in no event shall a window air conditioning unit be installed at any Lot so as to be visible from the front of any Lot or any adjoining street.

(vii) Solar Devices.

No artificial or man-made device which is designed or used for collection of or heating by, solar energy or other similar purposes shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure, as determined in the discretion of the ACC.

(viii) Roads and Driveways.

No road, driveway, or parking area shall be constructed or altered on any Lot without the prior written approval by the ACC of plans and specifications for such roads and driveways. A Form and site plan must be submitted for all proposed driveway, parking areas, and other items. Driveway extensions, walkways, and parking visible from the front of any Lot or any adjoining street must be paved with materials that are in harmony with the community and must be approved by the ACC.



(ix) Outbuildings and Similar Structures.

No structure of a temporary nature, unless approved in writing by the ACC, shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage, barn or other structure may be used as a residence, either temporarily or permanently. Requests to erect or install sheds or similar outbuildings must be submitted to the ACC, in writing and shall conform to the following guidelines: 1) Shed maybe no larger than 8' x 8'x 8'. 2) Sheds may only be located in the rear yard of the property within R-30 setbacks as required by Cobb County. (Refer to Cobb County Ordinance 134-191 & 134-196) 3) Shed style and materials be in harmony with the existing home on the Lot. 4) Shed color must be the same as or a close match to the house. 5) Roof shingles (if applicable) must match the house in style and color. 6) The shed must be level and secured. 7) Metal sheds are not allowed. 8) All sheds and similar buildings shall be landscaped or located so as to provide no or minimal visibility from public and community streets.

(x) Decks and Retaining Walls.

A site plan, and floor plan for decks visible from the street and for retaining walls over 3 feet in height and 6 feet in length and visible from the street must be submitted for ACC approval. Before building a retaining wall, the following, without limitation, will be reviewed: location, size, conformity with design of the house, relationship to neighboring dwellings and proposed use. In addition to the above, the following information is requested: 1) A picture or a drawing of a representative deck or wall, built by the same contractor, if practical; 2) A retaining wall should not have exposed poured concrete; 3) A concrete block retaining wall of natural stone or brick is encouraged but these materials must compliment or match the existing home's exterior materials; 4) Masonry landscape planters must have a veneer of solid brick or river rock compatible with the materials and colors on the house; 5) Retaining walls constructed of timbers or other wooden materials must be left natural or stained an earth tone color that compliments the house. NOTICE: Owners are advised that a building permit, an engineering study, and/or county approval may be required for any deck or for a retaining wall over 3 feet in height.

(xi) Exterior Decorative Objects.

Any decorative appurtenance such as sculptures, bird baths, bird houses, fountains, flags or other decorative embellishments are to be tasteful harmonious with the standards of the community when visible from the front of any Lot or any adjoining street. Bird feeders, natural and constructed, including but not limited to, hummingbird feeders, butterfly houses, bird houses are to be tasteful harmonious with the standards of the community when visible from the front of any Lot or any adjoining street. All such feeders/birdhouses shall be maintained and kept free of debris to discourage rodent activity. Flags shall be in good condition without tears, rips, or faded areas. No oversized flags shall be permitted without prior written permission from the ACC. Front door and entry area decorations must be tasteful and in keeping with the style and colors of a house. Plants and flowerpots must be neat and healthy. Neatly maintained front porch flower pots are allowed and require no ACC Form. Artificial lawn vegetation or mulch such as artificial turf or artificial pine bark is prohibited. The use of artificial plants such as silk flowers in planting beds visible from the front of any Lot or any adjoining street is discouraged. If such artificial plants are used, they are to be tasteful harmonious with the standards of the community. The ACC and/or Board shall have the right to determine standards defining tasteful and harmonious in relation to the community.

(xii) Clotheslines.

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No exterior clotheslines of any type shall be permitted upon any Lot.

(xiii) Swimming Pools.

No swimming pool shall be constructed, erected or maintained upon any Lot without the prior written consent of the ACC, and in no event shall any above-ground swimming pool be permitted other than temporary children's wading pools. All pools shall be placed in the rear of any Lot and screened from the front of any Lot or any adjoining street.

(xiv) Mailboxes.

Mailboxes and their posts shall be harmonious with the standards of the community. A dented, scraped, rusted or broken mailbox or post may be required to be replaced as per United States Postal Service Domestic Mail Manual, Article D041 "Customer Mail Receptacles".

(xv) Drainage.

Catch basins, drainage areas, creeks, and detention ponds, are for the purpose of natural flow of water only. No obstructions, debris, trash of any sort, or yard waste shall be placed in these areas. Refer to Cobb County Ordinance Sections 50-191(a) & 102-92.

(xvi) Fences.

All requests for the installation of fences must be submitted to and approved by the ACC prior to any work beginning. No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any Lot, without the prior written consent of the ACC. If an owner wishes to proceed with constructing a fence, the following, without limitation, must be submitted for review and approval prior to the start of the project: 1) A picture or drawing of fence type, listing all materials being used; 2) Dimensions including height and post size; and a 3) A site plan denoting the location of the fence together with information as to existing fences erected on adjacent properties; 4) The finished side of the fence must face neighboring properties; 5) Fences shall not be located any closer to the street than the front edge of the house. On corner lots an application is evaluated on a case-by-case basis due to Lot configurations and house placement. Fence approval for corner lots may require more landscaping and set back distances to avoid a "stockade" appearance.

(xvii) Play Equipment.

All bicycles, scooters, skate boards, battery operated children's cars, etc. should be stored out of view of the road in a garage, behind the home, inside the home, or inside an ACC approved outbuilding. No play equipment (including, without, limitation, basketball goals) shall be constructed, erected or maintained upon any Lot unless the type and location thereof has been approved by the ACC.

- 1) All swing sets and play structures placed on any Lot shall be kept in good repair and free of rust, holes and mold etc.
- 2) Play structures and swing sets shall be located within the fenced area of the rear of the house, if the yard is fenced. If the yard is not fenced, the equipment shall be sized and located such that it will have minimal visual impact on adjacent properties and street.

- 3) All canopies on structures must be clean. If weathered, faded or torn, etc. the canopy must be replaced.
- 4) Trampolines must be kept in good repair without rips, must not sag or hold water and must be kept in an upright position.
- 5) ACC approval for play/doll houses, forts and tree houses follows the same guidelines as sheds, outbuildings and storage bins.
- 6) Location of basketball goals must be approved in advance. Fixed, installed, or attached basketball goals are prohibited from being attached to the house or garage. Basketball posts, rims, and backboards that are permanently mounted may be allowed; however, they must be approved by the ACC. Location of basketball goals may not be greater than 50% of the distance between the front of the dwelling and the road. Free-standing or portable basketball goals are allowed. Negative impact related to time of use, lighting, and noise on adjacent properties should be avoided.

(xviii) Landscaping

No construction or alteration of any structure shall take place without prior written approval by the ACC of plans and specifications for the landscaping to accompany such construction or alteration. The areas of the front and side lawns of each Lot are to be properly maintained. Planting beds shall orderly in appearance. Ditches and swales shall be subjected to regular maintenance. All Lots located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem. Refer to Cobb County Ordinance Sections 134-263.

10. EASEMENTS.

Provided that all assessments due have been paid, every Member shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to his or her 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 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 permits, licenses or easements across the Common Property, as authorized in this Declaration or the Bylaws;

(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.

(f) the requirement that all applicable assessments and components of assessments have been paid in full.

Any Member may delegate his or her right of use and enjoyment in and to the Common Property and recreational facilities located thereon to the members of his or her family, his or her tenants and guests the extent the Member has such rights.

# 11. 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 an 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 an Association 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.

# 12. 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 in accordance with the provisions herein for special assessments.

(a) Mortgagee Approval of Actions. Unless at least two-thirds (2/3) of either the holders of first Mortgages on Members' Lots or the Members give their consent, the Association shall not:

- i) by act or omission seek to abandon or terminate the Association;
- ii) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Property (the granting of utility or public easements or rights-of-way shall not be deemed a transfer within the meaning of this provision); or
- iii) use hazard insurance proceeds for losses to any portion of the Common Property for other than the repair, replacement, or reconstruction of such portion of the Common Property.

(b) Mortgagee Assessments Upon Foreclosure of Member Lot. Where the Mortgagee holding a first Mortgage of record on a Member's Lot or other purchaser of a Member's Lot obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable for the share of assessments chargeable to such Lot which became due prior to such acquisition of title.

(c) Mortgagee Notices. Upon written request to the Association, identifying the name and address of the holder and the Lot number or address, any Eligible Mortgage Holder of a Member's Lot will be entitled to timely written notice of:

- i) any condemnation loss or any casualty loss which affects a material portion of the Common Property or any Lot on which there is a first Mortgage held by such Eligible Mortgage Holder;
- ii) any delinquency in the payment of assessments or charges owed by Member subject to a first Mortgage held by such Eligible Mortgage Holder which remains unsatisfied for a period of sixty (60) days, and any default in the performance by a Member of any other obligation under this Declaration or Bylaws which is not cured within sixty (60) days;
- iii) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or
- iv) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders, as specified herein.

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

#### 14. ENFORCEMENT.

(a) Authority and Enforcement. Every Member and Occupant, shall comply with this Declaration, the 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 Members, to take action to enforce the terms of this Declaration, the Bylaws and/ or rules and regulations through any legal or equitable remedy.

The Board shall have the power to impose reasonable fines against Members, which shall constitute a lien upon the Member's Lot, and to suspend a Member's right to vote or 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 this Declaration, the Bylaws and/or Association rules and a fine is imposed, the fine may be imposed against the Member and/or Occupant. The failure of the Board to enforce any provision of this Declaration, the Bylaws, and/ or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

(b) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of this Declaration, the Bylaws, and/ or the rules and regulations by self-help (specifically including, but not limited to, the towing of vehicles 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 without the necessity for compliance with the procedure set forth in the Bylaws.

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

Each Member shall be responsible for ensuring that the Member's family, guests, tenants and occupants comply with all provisions of this Declaration, the Bylaws and/or 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.

#### 15. AMENDMENTS.

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 two-thirds (2/3) of the total vote thereof. 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.

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.

#### 16. 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 safety on the Property; however, each Member, for himself or herself and his or her Occupants, tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security on the Property or elsewhere. It shall be the responsibility of each Member to protect his or her person and property and all responsibility to provide security shall lie solely with each Member and/or Occupant. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

(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) 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.

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

(e) 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.

(f) Status of Holders of Seasonal Use Passes. The holders of seasonal use passes and Owners who have not submitted their Lots to this Declaration are not "lot owners" as defined in the Act.

(g) 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) nor more than twenty-one (21) days from the date of receipt of the notice of hearing from the person requesting the hearing. If mediation is required, the mediation shall be conducted in accordance with the Mediation Rules of the Superior Court of Cobb County and the parties shall share the costs equally.

(h) Preamble. The preambles to this Declaration are incorporated herein by this reference

## 17. 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.

18. 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 Members at any time or from time to time, shall effect the validity and enforceability of this Declaration.

19. BYLAWS.

Each Person who executes this Declaration also agrees and consents to the Amended and Restated Bylaws for Signal Point Homeowners Association, Inc. attached hereto as **Exhibit "B"** ("Bylaws") in the event such person is a member of the Association at the time of such execution. It is acknowledged and reaffirmed that the Bylaws, upon becoming effective, completely supplant, amend and displace all prior bylaws of the Association.

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

**SIGNAL POINT HOMEOWNERS  
ASSOCIATION, INC.**

By: \_\_\_\_\_

President

[CORPORATE SEAL]

Signed, sealed, and delivered this  
26 day of may, 2006.

Sabrina M. Manly  
Witness

[Signature]  
Notary Public

My Commission Expires:

Attest: \_\_\_\_\_

Secretary

**EMILIE S. GARTH**

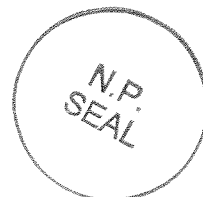
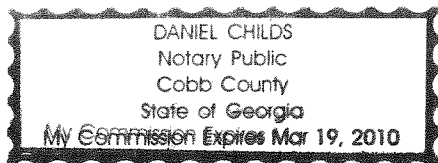
**NOTARY PUBLIC**  
**STATE OF GEORGIA**  
Signed, sealed, and delivered this  
10th day of May, 2006.

Carmi Richardson  
Witness

[Signature]  
Notary Public

My Commission Expires:

**Notary Public, Cherokee County, Georgia**  
**My Commission Expires January, 7th 2007**





## **EXHIBIT "A"**

Deed Book 14336 Pg 3005

### **Common Property**

#### **I.**

ALL THAT TRACT OR PARCEL OF LAND, and all improvements thereon, lying and being in Land Lot 201 of the 20<sup>th</sup> District, 2<sup>nd</sup> Section of Cobb County, Georgia, and being more particularly described as the "Recreation Area" on those certain plats of survey for Signal Point, recorded in Plat Books 139, Page 57 and 108, Page 93 Cobb County Georgia property records; said records being incorporated herein and made apart hereof by this reference. The Recreation Area Common Property shall include all property and easements which are not depicted on said plat which have accrued over time.

#### **II.**

ALL THAT TRACT OR PARCEL OF LAND described within that certain Warranty Deed dated June, 1987, from Hermitage Properties to Signal Point Homeowners Association, Inc., recorded at Deed Book 4652, Page 421, Cobb County, Georgia, property records; said records are incorporated herein and made apart hereof by this reference.

#### **III.**

ALL THAT TRACT OR PARCEL OF LAND described within that certain known as tax parcel 114 Cobb County Tax Assessor's Records. Said records being incorporated herein by this reference.

## **EXHIBIT "B"**

### **Bylaws of the Association**

EXHIBIT "C"

Deed Book 14336 Pg 3006

Clerk of Court, please cross reference to:

Please return after recording to:

Deed Book \_\_\_\_\_, Page \_\_\_\_\_; (vesting Deed)

Deed Book \_\_\_\_\_, Page \_\_\_\_\_; (Declarations & Covenants)

STATE OF GEORGIA

COBB COUNTY

CONSENT FORM TO THE DECLARATION OF COVENANTS AND  
MEMBERSHIP FOR SIGNAL POINT SUBDIVISION AND OWNER SUBMISSION TO MEMBERSHIP IN  
SIGNAL POINT HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the undersigned owner(s) (hereinafter referred to as "Owner") is/are the record owner(s) and holder(s) of title in fee simple to a Lot within the Signal Point Subdivision in Cobb County, Georgia, located at the address described below, and more particularly shown as Lot \_\_\_\_\_, Unit \_\_\_\_\_ as located in Land Lot(s) \_\_\_\_\_, \_\_\_\_\_ District \_\_\_\_\_, Section \_\_\_\_\_, as shown on the plat of survey for Signal Point Subdivision recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Cobb County, Georgia records (hereinafter "Owner's Property"), said records being incorporated herein by this reference; and

WHEREAS, Owner desires to permanently submit Owner's Property to the Declaration of Covenants and Membership for Signal Point as recorded at Deed Book \_\_\_\_\_, Page \_\_\_\_\_ et seq. ("Declaration") as a Member of the Association;

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 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 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 \_\_\_\_\_, 2006

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Print or Type Full Name of Owner(s)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Co-Owner

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Street Address

[NOTARY SEAL]

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

*Approved by:*

*Signed, sealed, and delivered*  
*this \_\_\_\_\_ day of \_\_\_\_\_, 2006*

**SIGNAL POINT HOMEOWNERS ASSOCIATION, INC.**

*By:*

\_\_\_\_\_  
Witness

\_\_\_\_\_  
President

\_\_\_\_\_  
Notary Public [NOTARY SEAL]

[CORPORATE SEAL]

**AMENDED AND RESTATED BYLAWS  
OF  
SIGNAL POINT HOMEOWNERS ASSOCIATION, INC.**

Article I.  
General

Section 1. Applicability. These Amended and Restated Bylaws provide for the self-government of Signal Point Homeowners Association, Inc., in accordance with the Georgia Property Owners' Association Act ("Act"), the Articles of Incorporation filed with the Secretary of State and the Declaration of Covenants and Membership for Signal Point, recorded in the Cobb County, Georgia land records ("Declaration"). Upon these Bylaws taking effect, they act to entirely amend, supplant and replace all prior Bylaws of the Association.

Section 2. Name. The name of the corporation is Signal Point Homeowners Association, Inc., ("Association").

Section 3. Definitions. The terms used herein shall have their generally accepted meanings or, if defined, such meanings as are specified in Paragraph 2 of the Declaration. The Declaration is incorporated herein by this reference.

Section 4. Membership. Each Person who is the record owner of a fee or undivided fee interest in any Lot, and whose Lot is submitted to the Declaration by execution thereof or a consent form recorded in the Cobb County, Georgia Records, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any such Member's Lot. Membership shall be transferred automatically by conveyance of the Member's Lot and may be transferred only in connection with the transfer of title. 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 Lot owned. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Any rights and privileges of membership, including the right to vote and to hold office, may be exercised by Members or their spouses, but in no event shall more than one (1) vote be cast or office held for each Lot owned by a Member. (See Article I, Section 6).

Section 5. Entity Members. In the event a Member is a corporation, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust, or manager of such other legal entity shall be eligible to represent such entity in the affairs of the Association. Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity which is the Member, which will create a vacancy in any elected or appointed position within the Association in which such person may have been serving, to be filled by the Board.

Section 6. Voting. Members shall be entitled to one (1) equal vote for each Lot owned. When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners determine among themselves and advise the Secretary prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it.

Section 7. Majority. As used in these Bylaws, the term "majority" shall mean those votes, Members, or other group as the context may indicate totaling more than fifty (50%) percent of the total number of votes, Members, or other group, respectively. Unless otherwise specifically stated, the words "majority vote" mean more than fifty (50%) percent of those voting in person or by proxy. Except as otherwise specifically provided in the Declaration or these Bylaws, all decisions shall be by majority vote.

Section 8. Purpose. The Association shall have the responsibility of administering the Common Property, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Common Property and performing all of the other acts that may be required to be performed by the Association pursuant to the Act, the Georgia Nonprofit Corporation Code and the Declaration. Except as to those matters which the Declaration, the Act or the Georgia Nonprofit Corporation Code specifically require to be performed by the vote of the Association membership, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth below.

Section 9. Status of Members. The membership of those Persons who have not become Members prior to the Effective Date of these Amended and Restated Bylaws of the Association shall terminate as of the Effective Date and such individuals shall have no voting rights within the Association; provided, however, owners of Lots located within the Additional Property may thereafter submit their Lots to the Declaration and become Members as provided within Paragraph 4(c) of the Declaration.

## Article II. Meetings of Members

Section 1. Annual Meetings. The regular annual meeting of the members shall be held during April of each year with the date, hour, and place to be set by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Members may be called for any purpose at any time by the President, the Secretary, or by request of any two (2) or more Board Members, or upon written petition of twenty-five (25%) percent of the Owners of Member Lots. Any such written petition by the Members must be submitted to the Association's Secretary. The Secretary shall then verify that the required number of Members have joined in the petition and shall submit all proper petitions to the Association's President. The President shall then promptly call a special meeting for the purpose stated in the petition, and the Secretary shall send notice of the meeting in accordance with these Bylaws. See Article II, Section 3.

Section 3. Notice of Meetings. It shall be the duty of the Secretary to mail or deliver to each Member including each Nonresident Member, a notice of each annual or special meeting of the Association at least twenty-one (21) days prior to each annual meeting and at least seven (7) days prior to each special meeting. The notice shall state the purpose of any special meeting, as well as the time and place where it is to be held. The notice of an annual meeting shall state the time and place of the meeting. If any Member wishes notice to be given at an address other than his or her Member Lot, the Member shall designate such other address by written notice to the Secretary. The mailing or delivering of a meeting notice as provided in this Section shall constitute proper service of notice.

Section 4. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any Association meeting, either before or after such meeting. Attendance at a meeting by an Member, whether in person or represented by proxy, shall be deemed waiver by such Member of notice of the time, date, and place thereof unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

Section 5. Quorum. Except as may be provided elsewhere, the presence, in person or by proxy at the meeting, of Members entitled to cast one fifth (20%) of the eligible vote of the Association shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. Members whose voting rights have been suspended pursuant hereto shall not be counted as eligible votes toward the quorum requirement.

Section 6. Adjournment. Any meeting of the Members may be adjourned for periods not exceeding ten (10) days by vote of the Members holding the Majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business which could be transacted properly at the original session of the meeting may be transacted at a reconvened session, and no additional notice of such reconvened session shall be required.

Section 7. Proxy. Any Member entitled to vote may do so by written proxy duly executed by the Member setting forth the meeting at which the proxy is valid. To be valid, a proxy must be signed, dated, and filed with the Secretary prior to the opening of the meeting for which it is to be used. Proxies may be delivered to the Board by personal delivery, U.S. mail or telefax transmission to any Board Member or the property manager. Proxies may be revoked only by written notice delivered to the Association, except that the presence in person by the proxy giver at a meeting for which the proxy is given shall automatically invalidate the proxy for that meeting. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy.

Section 8. Action Taken Without a Meeting. In the Board's discretion, any action that may be taken by the Association Members at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a written consent form or written ballot to every member entitled to vote on the matter

(a) Ballot. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting.

All solicitations for votes by written ballot shall: a) indicate the number of responses needed to meet the quorum requirements; b) state the percentage of approvals necessary to approve each matter other than election of directors; and c) specify the time by which a ballot must be received by the corporation in order to be counted. A written ballot may not be revoked. The Association shall maintain such ballots in its file for at least three (3) years.

(b) Written Consent. Approval by written consent shall be valid only when the number of written consents received equals or exceeds the requisite majority of the voting power for such action. Executed written consents shall be included in the minutes or filed with the Association's records. If an action of the Members is approved by written consent hereunder, the Board shall issue written notice of such approval to all Members who did not sign written consents. Membership approval shall be effective ten (10) days after written notice is issued; provided, however, if the consent is to an amendment to the Declaration or Bylaws which must be recorded, the effective date shall be no earlier than the date of recording of such amendment.

Section 9. Order of Business. At all meetings of the Association, Roberts Rules of Order (latest edition) shall govern when not in conflict with the Declaration, these Bylaws or the Articles of Incorporation.

Article III.  
Board of Directors

A. Composition and Selection

Section 1. Composition. The affairs of the Association shall be governed by a Board of Directors composed of five (5) directors; provided, however, the number of directors on the Board may be increased by the majority of the then serving directors so long as there shall always be an odd number of directors. The directors shall be Members or spouses of such Members; provided, however, no Member and his or her spouse or co-Owner may serve on the Board at the same time.

Section 2. Term of Office. Those directors serving on the Effective Date of these Bylaws shall remain in office until the terms for which they were elected expire. Successor directors shall be elected by the vote of those Members present or represented by proxy, at the annual or other meeting of the membership of the Association, a quorum being present. At the first election of directors after the Effective Date of these Bylaws, the terms of successor directors shall be two years.

Section 3. Removal of Members of the Board of Directors. At any valid regular or special Association meeting, any one or more Board members may be removed with or without cause by a Majority of the Members and a successor may then and there be elected to fill the vacancy created. Moreover, any director who has had three (3) consecutive unexcused absences from regularly scheduled Board meetings or is more than sixty (60) days past due in the payment of any assessment may be removed by the vote of a Majority of the other directors. Any director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting to consider his or her removal and the purpose thereof and shall be given an opportunity to be heard at the meeting.

Section 4. Vacancies. Vacancies in the Board caused by any reason, except the removal of a director by vote of the membership, shall be filled by a vote of the Majority of the remaining directors, even though less than a quorum, at any Board meeting. The successor selected shall hold office for the remainder of the term of the director being replaced.

Section 5. Compensation. Directors shall not be compensated for services as such unless and only to the extent that compensation is authorized by a Majority vote of the Members. Directors may be reimbursed for the expenses incurred in carrying out their duties as directors upon Board approval of such expenses. Directors also may be given nominal gifts or tokens of appreciation by the Association for recognition of services performed not to exceed a value of \$100.00 per calendar year. For purposes hereof, reasonable food and beverages purchased for Board meetings shall not be considered compensation.

Section 6. Director Conflicts of Interest. Nothing herein shall prohibit a director from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as director, provided that the director's interest is disclosed to the Board and the contract is approved by a Majority of the directors who are at a meeting of the Board of Directors at which a quorum is present, excluding the director with whom the contract is made. The interested director shall not count for purposes of establishing a quorum of the Board. The interested director shall be entitled to be present at the meeting at which the proposed contract is discussed, but the director must leave the room during the discussion on such matter.

Section 7. Nomination. Nomination for election to the Board shall be made from the floor at the meeting. Nominations also may be made by a nominating committee, if appointed by the Board.

Section 8. Elections. All Association Members eligible to vote shall be entitled to cast their entire vote for each directorship to be filled. There shall be no cumulative voting. The directorships for which elections are held shall be filled by that number of candidates receiving the most votes. Voting for election of Board members shall be by secret written ballot (unless dispensed by unanimous consent at the meeting at which such voting is conducted).

B. Meetings.

Section 9. Regular Meetings. Regular Board meetings may be held at such time and place as determined by the Board, but at least once every three (3) months. The newly elected Board shall meet within ten (10) days after each annual Association meeting.

Section 10. Special Meetings. Special Board meetings may be called by the President on three (3) days' notice to each director given by mail, in person, by telephone, by electronic mail ("e-mail") or by facsimile transmission, which notice shall state the time, place, and purpose of the meeting. Special Board meetings shall be called by the President, Vice President, Secretary, or Treasurer in like manner and on like notice on the written request of at least two (2) directors.

Section 11. Waiver of Notice. Any director at any time, in writing, may waive notice of any Board meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any Board meeting shall also constitute a waiver of notice by him or her of the time and place of such meeting. If all directors are present at any Board meeting, no notice shall be required and any business may be transacted at such meeting.

Section 12. Conduct of Meetings. The President shall preside over all Board meetings, and the Secretary shall keep written minutes recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. The presence of directors entitled to cast one-half of the votes of the Board shall constitute a quorum for the transaction of business. One or more directors who participate in a meeting by means of telephone or electronic communication shall be deemed present and in attendance for all purposes at such meeting, provided all persons participating in the meeting can hear each other.

Section 13. Open Meetings. Board meetings need not be open to all Members. However, if the Board permits Members to attend Board meetings, then Members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board. Notwithstanding the above, the Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session. The Board may order the removal of any meeting guest who, in the Board's opinion, either disrupts the conduct of business at the meeting or fails to leave the meeting upon request after an announcement of reconvening in executive session.

Section 14. Action Without a Meeting. Any Board action required or permitted to be taken at any meeting may be taken without a meeting if a Majority of the directors consent in writing to such action. The written consents must describe the action taken and be signed by no fewer than a Majority of the directors. The written consents shall be filed with the minutes of the Board.

C. Powers and Duties.

Section 15. Powers and Duties. The Board of Directors shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Property and may do all such acts and things as are not by the Act, the Declaration, the Articles of Incorporation, or these Bylaws directed to be

done and exercised exclusively by the Members. In addition to the duties imposed by these Bylaws, the Board of Directors shall have the power to and shall be responsible for the following, in way of explanation, but not limitation:

- (a) preparation and adoption of an annual budget, in which there shall be established the contribution of each Member to the Common Expenses;
- (b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment;
- (c) providing for the operation, care, upkeep, and maintenance of the Common Property;
- (d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, repair, and replacement of the Common Property, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;
- (e) collecting the assessments, depositing the proceeds thereof in a financial depository or institution which it shall approve, or otherwise investing the proceeds in accordance with any limitations set forth in O.C.G.A. Section 14-3-302, and using the proceeds to administer the Association;
- (f) making and amending rules and regulations and imposing sanctions for violation thereof, including reasonable monetary fines;
- (g) opening of bank or other financial accounts on behalf of the Association and designating the signatories required;
- (h) making or contracting for the making of repairs, additions, and improvements to, or alterations of the Common Property in accordance with the other provisions of the Declaration and these Bylaws, after damage or destruction by fire or other casualty;
- (i) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the Members concerning the Association;
- (j) obtaining and carrying insurance against casualties and liabilities, as provided in the Act and the Declaration, and paying the premium cost thereof;
- (k) paying the costs of all services rendered to the Association or its members and not directly chargeable to specific Members;
- (l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred; and
- (m) contracting with any Person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with trusts, condominium associations, or other associations or corporations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.
- (n) requiring companies and individuals providing contract services for a fee to provide the Association a certificate of insurance. The certificate must include Commercial General Liability, Commercial Automobile Liability (including hired and non-owned liability) and Workers' Compensation coverage.



Landscaping and other contractors that provide services on a regular basis must always provide such certificates.

Section 16. Management Agent. The Association may, but shall not be required to, hire a professional management agent or agents, at a compensation established by the Board, to perform such duties and services as the Board of Directors shall authorize. The Board shall use reasonable efforts in any management contract to provide for termination of such contract with or without cause and without penalty, upon no more than thirty (30) days written notice, and for a term not in excess of one (1) year.

Section 17. Borrowing. The Board shall be authorized to borrow money for any Association purpose; provided, however, the Board shall obtain Membership approval in the same manner as provided in the Declaration for special assessments if the total amount of such borrowing exceeds or would exceed ten thousand (\$10,000.00) dollars outstanding debt at any one time.

Section 18. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and director member against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon such person in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which he or she may be made a party by reason of being or having been an officer or director, whether or not such person holds such position at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such person in the performance of his or her duties, except for his or her own individual willful misfeasance or malfeasance. 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, director, former officer or former director may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and, if obtainable, officers' and directors' liability insurance to fund this obligation, and the insurance shall be written as provided in the Declaration.

#### D. Committees.

Section 19. Nominating Committee. The Board may, in its discretion, establish a Nominating Committee, which Committee shall be composed of at least three (3) Members appointed by the Board of Directors. Board members may serve as the members of the committee.

Section 20. Other Committees. There shall be such other committees as the Board shall determine with the powers and duties that the Board shall authorize.

Section 21. Service on Committees. Unless otherwise provided in these Bylaws or in the resolution authorizing a particular committee, the members of any committee shall be appointed by the President and shall serve at the pleasure of the Board of Directors. Any committee member may be removed with or without cause at any time and with or without a successor being named.

### Article IV.

#### Officers

Section 1. Designation. The principal officers of the Association shall be the President, Vice President, Secretary, and Treasurer. The President, Vice President, Secretary and Treasurer must be Board members. The Board may appoint one or more Assistant Treasurers, Assistant Secretaries, and such other subordinate

officers as in its judgment may be necessary. Any assistant or subordinate officers shall not be required to be Board members. Except for the offices of Secretary and Treasurer, which may be held by the same person, no person may hold more than one (1) office.

Section 2. Election of Officers. The Association officers shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the Members and shall hold office at the pleasure of the Board and until a successor is elected.

Section 3. Removal of Officers. Upon the affirmative vote of a Majority of the Board members, any officer may be removed, either with or without cause, and a successor may be elected.

Section 4. Vacancies. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

Section 5. President. The President shall be the chief executive officer of the Association and shall preside at all Association and Board meetings. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code, including, but not limited to, the power to appoint committees from among the members from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 6. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 7. Secretary. The Secretary shall keep the minutes of all Association and Board meetings and shall have charge of such books and papers as the Board may direct, and shall, in general, perform all duties incident to the office of the secretary of a corporation organized under Georgia law.

Section 8. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board. The Treasurer shall be responsible for the preparation of the budget as provided in the Declaration. The Treasurer may delegate all or a part of the preparation and notification duties associated with the above responsibilities to a management agent.

Section 9. Other Officers. Other offices may be created by the Board, and the Board members which hold such offices shall have such titles and duties as are defined by the Board.

Section 10. Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases, checks, promissory notes, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by Board resolution.

## Article V.

### Rule Making and Enforcement

Section 1. Authority and Enforcement. The Property shall be used only for those uses and purposes set out in the Declaration. Rule making and enforcement authority is further set forth in the Declaration.

Section 2. Fining and Suspension Procedure. The Board shall not impose a fine or suspend the right to vote or to use the Common Property, unless and until the Association has sent or delivered written notice to the violator as provided in subsection (a) below. However, compliance with this Section 2 shall not be required for

the following: (i) late charges on delinquent assessments, or (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 and use the Common Property shall be automatic.

(a) 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 suspensions. Fines and 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.

(b) 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.

## Article VI. Miscellaneous

Section 1. Notices and Delivery. All notices, demands, bills, statements, or other communications or documents under these Bylaws or the Declaration shall be in writing and shall be deemed to have been duly delivered if delivered personally or if sent by United States mail, first class postage prepaid:

(a) If to a Member, at the address which the Member has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Member's Lot;

(b) If to an Occupant of a Member's Lot, at the address of the Member's Lot so occupied; or

(c) If to the Association, the Board or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary.

Section 2. Severability. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws or the Declaration.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

Section 4. Gender and Grammar. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 5. Fiscal Year. The fiscal year of the Association may be set by Board resolution or, in the absence thereof, shall be the calendar year.

Section 6. Financial Review. A financial review of the accounts of the Association shall be performed annually in the manner provided by the Board. However, after having received the Board's financial review at

the annual meeting, the Members may, by a Majority of all Members' vote, require that the Association accounts be audited as a Common Expense by an independent accountant.

Section 7. Conflicts. The duties and powers of the Association shall be those set forth in the Act, the Georgia Nonprofit Corporation Code, the Declaration, these Bylaws, and the Articles of Incorporation, together with those reasonably implied to affect the purposes of the Association. If there are conflicts or inconsistencies between such, then the provisions of the Act, the Georgia Nonprofit Corporation Code (as may be applicable), the Declaration, the Articles of Incorporation and these Bylaws, in that order, shall prevail, and each Member with voting rights, by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

Section 8. Amendment. These Bylaws 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 two-thirds (2/3) of the total submitted votes of the Association. Notice of a meeting, if any, at which an amendment will be considered shall state that fact and the subject matter of the proposed amendment. No amendment shall become effective until it is certified by the President and Secretary of the Association and filed in the Cobb County, Georgia land records. Any amendment so certified and recorded shall be conclusively presumed to have been duly adopted in accordance with the Declaration and Bylaws

If legal action is not instituted to challenge the validity of an amendment within one (1) year of the recording of the amendment in the Cobb County, Georgia land records, then such amendment shall be presumed to be validly adopted. No action to challenge any such amendment may be brought after such time.

Section 9. Books and Records. All Members of the Association may inspect the books and records of the Association in accordance with the Georgia Nonprofit Corporations Code.

IN WITNESS WHEREOF, these Amended and Restated Bylaws of Signal Point Homeowners Association, Inc. were approved by the requisite number of Association members.

Dated this 11<sup>th</sup> day of May, 2006.

SIGNAL POINT HOMEOWNERS ASSOCIATION, INC.

By:

President

Attest:

Secretary

EMILIE S. GARTH

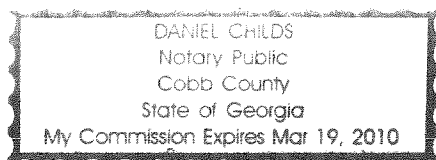
[CORPORATE SEAL]

Signed, sealed, and delivered this  
26 day of May, 2006.

Danica M. Marley  
Witness

Notary Public

My Commission Expires:

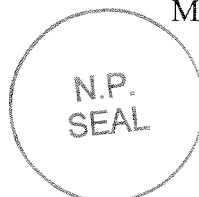


Signed, sealed, and delivered this  
10 day of MAY, 2006.

Camie Richardson  
Witness

Notary Public

My Commission Expires:



Notary Public, Cherokee County, Georgia  
My Commission Expires January, 7th 2007

NOTARY PUBLIC  
STATE OF GEORGIA