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**Instructions to Clerk: (1) Cross Reference to Deed Book 3686, Page 169
(2) Index each signatory in Grantor Index; (3) Index
Peachtree Plantation West Homeowners Association, Inc. in Grantor and Grantee Indexes**

**The Common Property (Exhibit "B") and all lots are
Located in District 6, Land Lot 333**

Declaration Of Covenants For Peachtree Plantation West

Prepared by:

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**WEISSMAN, NOWACK,
CURRY & WILCO, P.C.**
ATTORNEYS AT LAW

WHEREAS, Owners at Peachtree Plantation West Subdivision in Gwinnett County, Georgia, who have executed this Declaration, are the Owners of that certain real property described in signature page(s) affixed hereto and desire to subject their Lot and the Property to this Declaration of Covenants for Peachtree Plantation West ("Declaration"), and authorize and direct the Board of Directors to subject the Common Property, as described in Exhibit "B," to the terms and provisions of this Declaration; and

WHEREAS, the undersigned officers of the Peachtree Plantation West Homeowners Association, Inc. ("Association") desire to approve this Declaration and Lot Owners' membership in the Association on behalf of the Association;

WHEREAS, the Owners who have executed this Declaration do hereby consent, on behalf of such Owner, Owner's successors, successors-in-title, heirs, legal representatives, and assigns, that such Owner's Lot shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, covenants, and restrictions contained in this Declaration, and Owner shall be a Member (as defined in the Declaration) of the Association (with the classification set forth on the signatory pages attached hereto) or a Covenant Supporter, 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. Each Owner understands and acknowledges that, by submitting Owner's Lot to Membership or Covenant Support status in the Association, each Owner is hereby subjecting Owner's Lot to mandatory assessments (or future assessments) in favor of the Association, with lien rights afforded therefore, in accordance with the Declaration; and

WHEREAS, these preambles have been incorporated into the Declaration pursuant to Paragraph 11 of the Declaration; and

NOW, THEREFORE, the undersigned officers of the Association, and all Lot Owners who have executed this Declaration, hereby declare that all of the Property described herein and submitted hereto 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 the Association and each Owner of any portion of the Property, their heirs, legal representatives, successors, successors-in-title and assigns:

1. NAME

The name of the Community is Peachtree Plantation West Subdivision (hereinafter sometimes called "Peachtree Plantation West") 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. (Michie 1982).

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 in Exhibit "A" attached hereto.

3. LOCATION, PROPERTY DESCRIPTION, AND PLATS.

The Property subject to this Declaration and the Act is located in Land Lot 333 the 6th District of Gwinnett County, Georgia, being more particularly described in the signatory portion of this Declaration and in Exhibit "B" attached to this Declaration. For purposes of property description and submission of the Owner Lots referenced on the signature pages attached hereto, the Peachtree Plantation West Plats are incorporated herein by reference as fully as if the same were set forth in their entirety herein.

4. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.

(a) Effective Date. This Declaration shall not be recorded, until and unless:

(i) at least the Owners of twenty-two (22) Lots have executed this Declaration choosing to be Equity Members (the "Enrollment Period");

(ii) two (2) Association officers have executed the final page hereof certifying that the minimum number of required Owners has been obtained; and

(iii) the Association, acting by and through its Board of Directors has determined, in its discretion, to record this Declaration and the Exhibits thereto, such determination being conclusively illustrated by execution of this Declaration by two Association officers.

Any reduction in membership or error in the recording of this Declaration, for any reason whatsoever, shall not effect the recordability or validity of this Declaration. Upgrading (converting) of membership classification (other than as set forth in 4(b) below) and the addition of new Members or Supporters may be accomplished by the recording of a consent form at any time and from time to time subsequent to the recording of this Declaration, subject to the terms of this Declaration, provided, the Board shall accept such additional consent forms, if at all, on such terms and form as they determine in their discretion and such consent forms shall be valid only if executed by at least one officer of the Association and recorded by or on behalf of the Association. A sample consent form (which may be varied by the Association) is attached hereto as Exhibit "C" and incorporated herein by this reference.

(b) Membership and Non-Membership (Supporter and User) Categories.

(i) Equity Member. Each Person who is the record owner of a fee or undivided fee interest in any Lot, and whose Lot is submitted to Equity Membership in the Association by execution hereof or by a consent form (as set forth above) recorded in the Gwinnett County, Georgia land records, shall be an

Equity Member of the Association and shall be entitled to vote as set forth herein and in the Bylaws of the Association and to be elected as a director or officer of the Association or as a Trustee on the Association Trustee Commission.. Equity Membership shall be appurtenant to and may not be separated from ownership of any such Member Lot.

(ii) Covenant Supporter. Each Person who is the record owner of a fee or undivided fee interest in any Lot, and whose Lot is submitted to Covenant Support status by execution hereof or by a consent form (as set forth above) recorded in the Gwinnett County, Georgia land records, shall be a Covenant Supporter of the Association. Covenant Support status shall be appurtenant to and may not be separated from ownership of any such Covenant Supporter Lot. Covenant Supporters are not Members and therefore are not entitled to any voting privileges, provided amendments to this Paragraph 4(b)(ii) shall not be effective unless consented to by at least two-thirds (2/3) of the Covenant Supporters.

NOTICE TO COVENANT SUPPORTERS: Upon any conveyance or transfer (except by deed to secure debt) of a Lot whose owner has executed this Declaration subjecting such lot to Covenant Support status, such Lot shall automatically convert, at the time of such conveyance or transfer, to Equity Membership and shall be subject to the rights, duties and obligations of Equity Membership. This Declaration shall serve as record notice of such conversion from Covenant Supporter to Equity Membership and no further notice shall be required. Within 30 days of such transfer or conveyance, the new Owner shall pay the then current Conversion Fee (see Paragraph 7(h) herein), but shall not be subject to an initiation fee. The Association may record a notice of such conversion if it desires.

(iii) HOA Civic Member. Each Person who is the record owner of a fee or undivided fee interest in any Peachtree Plantation West Lot, and whose Lot is submitted to HOA Civic Membership in the Association by execution hereof or by a consent form (as set forth above) recorded in the Gwinnett County, Georgia land records, shall be an HOA Civic Member of the Association and shall be entitled to vote solely on limited amendments to this Declaration as set forth in Paragraph 10 herein. HOA Civic Membership shall be appurtenant to and may not be separated from ownership of any such Member Lot.

Except as set forth below, a HOA Civic Member shall have the right, but not the obligation, to convert to Equity Membership in the manner described in subsection (a) above. An HOA Civic Member who converts to Equity Membership shall not be subject to payment of an initiation or conversion fee.

NOTICE TO HOA CIVIC MEMBERS: Upon any conveyance or transfer (except by deed to secure debt) of a Lot whose owner has executed this Declaration subjecting such lot to an HOA Civic Membership, such Lot shall automatically convert, at the time of such conveyance or transfer, to Equity Membership and shall be subject to the rights, duties and obligations of Equity Membership, but shall not be subject to an initiation or conversion fee. This Declaration shall serve as record notice of such conversion from an HOA Civic to Equity Membership and no further notice shall be required. The Association may record a notice of such conversion if it desires.

(iv) HOA Seasonal Swim/Tennis User (Peachtree Plantation West Homeowner Who Is Neither An Equity Or HOA Civic Member). Yearly use passes also may be offered in the discretion of the Board on a voluntary basis for Persons whose Lots have not been submitted to Permanent Membership in the Association (being HOA Seasonal Swim/Tennis Users). Seasonal User use passes shall be contingent upon payment of use fees in an amount established by the Board and compliance with applicable rules and regulations of the Association. Seasonal Use may be regulated, limited or discontinued by the Association in its discretion. HOA Seasonal Swim/Tennis Users are not Members and shall not be entitled to vote on any matter.

(v) HOA Seasonal Supporter (Peachtree Plantation West Homeowner Who Is Neither An Equity nor HOA Civic Member). Person whose Lots have not been submitted to Permanent Membership in the Association may be offered, in the discretion of the Board, to be a HOA Seasonal Supporter. HOA Seasonal Supporters are not Members and shall not be entitled to vote on any matter. HOA Seasonal Supporters are making a voluntary contribution to assist the Association in its activities.

(vi) Associate User (A Homeowner Outside Peachtree Plantation West Or A Tenant Of A Peachtree Plantation West Homeowner). Any Person who owns a lot outside of the Peachtree Plantation West Subdivision or is a tenant of an Owner who has not become an Equity or HOA Civic Member may be offered yearly use passes, in the discretion of the Board (“Associate Users”). Associate User use passes shall be contingent upon payment of use fees in an amount established by the Board and compliance with the applicable rules and regulations of the Association. Associate Use may be regulated, limited or discontinued by the Association in its discretion. Associate Users are not Members and shall not be entitled to vote on any matter.

(c) Recreational Facilities. Except as provided herein, only Equity Members shall be entitled to the use of all Association Common Property and recreational facilities including the swimming pool, tennis court and related facilities, subject to this Declaration, the Bylaws and the rules and regulations of the Association. HOA Civic Members and HOA Seasonal Supporters shall be entitled to attend one or more yearly Board designated social functions for such Members. Otherwise, HOA Civic Members shall have no rights of use of the Common Property and recreational facilities except as specifically provided by the Board. The Board shall establish, in its discretion, Common Property and recreational facility use privileges available to HOA Seasonal Swim/Tennis Users and Associate Users.

(d) General Provisions. Persons who reside with the Member(s) have the same privileges to use the Common Property of the Association as the Member and shall be subject to all restrictions governing the Common Property.

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 (if any) shall be as provided in this Declaration and in the Bylaws. Any rights and privileges of membership, including the right to vote, may be exercised solely by Members or their spouses; provided only Equity Members or their spouses shall be eligible to be an Association director and/or hold an Association office.

(e) Voting. Equity Members shall be entitled to one (1) equal vote with each Equity Member for each Member Lot owned. HOA Civic Members shall be entitled to one (1) equal vote with each HOA Civic Member for each Member Lot owned to vote solely on matters as set forth in Paragraph 10. When more than one (1) Person holds an ownership interest in any such Member Lot, the vote for such Member Lot shall be exercised as those Owners determine among themselves and/or advise the Secretary prior to any meeting. In the absence of such advice, the Member Lot's vote shall be suspended in the event more than one (1) Person seeks to exercise it. Covenant Supporters, Associate Users and HOA Seasonal Swim/Tennis Users shall not be entitled to vote on any matter.

(f) Enrollment. Those persons who were members of the Association prior to the passage of this Declaration and who have not become Members during the Enrollment Period shall continue to be members of the Association with the rights, duties and privileges as existed prior to the passage of the Amended and Restated Bylaws and shall not be subject to this Declaration, provided that subsequent to the passage of the

Amended and Restated Bylaws, such individuals' voting rights shall be limited to the Bylaws, and provided further, however, the membership and any rights, duties and privileges shall, in any event, terminate as of the end of the current fiscal year.

5. 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 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 Lot.

(c) to control, manage, operate, maintain, replace and, in the Board's discretion, improve all portions of the Common Property owned by the Association and/or 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 and Associate Users.

(e) to grant permits, licenses, utility and other easements under, through, or over 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, including zoning and land use disputes;

(h) to purchase and dispose of tangible and intangible personal property and real property;

(i) to assess specially pursuant to this Paragraph and 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;

(j) to temporarily close all or portions of the Common Property for such periods deemed appropriate to the Board;

(k) upon obtaining a majority vote of the Equity Members, to permanently close, demolish, remove and/or change portions of the recreational facilities included on the Common Property including specifically, but not limited to, the pool, tennis court and playground.

6. USE RESTRICTIONS.

Each Member shall be responsible for ensuring that their family, guests, tenants and Occupants comply with all provisions of this Declaration, the By-Laws and the rules and regulations of the Association. Furthermore, all Members and Occupants shall always endeavor to observe and promote the cooperative purposes for which the Association was established.

All Persons entitled to enforce any covenants, conditions or restrictions, including, but not limited to those use restrictions which existed prior to the recording of this Declaration shall be entitled to continue to do so.

Additional use restrictions regarding use of the Common Property are as follows:

(a) 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, an Equity Member may reserve portions of the Common Property for use for a period of time as set by the Board. Any such person who reserves a portion of the Common Property hereunder assumes, 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 Equity 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 or reserve the Common Property, including, but not limited to, the use of any and all recreational facilities.

(b) Prohibition of Damage, Nuisance and Noise. Noxious, destructive or offensive activity shall not be carried on upon the Common Property. Each Equity Member and user shall refrain from any act or use of the Common Property which could reasonably cause embarrassment, discomfort, nuisance or annoyance to other Members or their guests, tenants or invitees. No Equity Member (nor their family, tenants or guests) nor user may use or allow the use of the Common Property in any way or for any purpose which may endanger the health or unreasonably annoy or disturb Equity Members, their guests, tenants or invitees or in such a way as to constitute, in the Board's sole opinion, a nuisance. Nothing herein, however, shall be construed to affect the rights of an aggrieved Equity Member to proceed individually for relief from interference with his or her property or personal rights.

(c) Enforcement. Any construction, alteration, or other work done on the Common Property in violation of this Declaration, the By-Laws or the rules and regulations shall be deemed to be nonconforming. Upon written request from the Board, any Members or other person shall, at their own cost and expense, remove such construction, alteration, or other work and shall restore the Common Property to substantially the same condition as existed prior to the construction, alteration, or other work.

7. DUES.

(a) General. The Association shall have the power to levy dues (also referred to as assessments) against all Members as provided herein and in the Bylaws. The dues (assessments) for Common Expenses

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

(b) Equity and HOA Civic Members: Creation of the Lien and Personal Obligation For Assessments. Each Member (Equity and HOA Civic Member), by execution hereof or by acceptance of a deed therefore, 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 (dues) or charges; (ii) special assessments (applicable to Equity Members only), and (iii) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration; all such assessments to be established and collected as hereinafter provided

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

(ii) Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include acceleration of any unpaid portion of any annual or special assessment for delinquent Members thirty (30) days after written notice is sent.

(iii) The lien provided for herein shall have priority as set forth in the Act. The sale or transfer of any Member Lot pursuant to foreclosure of a first Mortgage (and secondary purchase money mortgage, to the extent provided in the Act) shall extinguish the lien for assessments as to payments coming due prior to such sale or transfer. No sale or transfer shall relieve such Member Lot from liability for any assessments thereafter coming due or from the lien thereof.

(c) Delinquent Assessments as to all Members. 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 or special assessment 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 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 sixty (60) 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) As is set forth in the Georgia Property Owner's Association Act, no Member may exempt himself or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever.

(d) Computation of Operating Budget and Assessment.

(i) HOA Civic Member Dues. The annual assessment for HOA Civic Members during January-December 2012 shall be sixty-five (\$65.00) dollars, and no further vote shall be required as to such assessment. Assessment increases shall be limited to a maximum of fifteen percent (15%) each year.. Should the Board reasonably determine the need to increase the assessment more than the allowed amount during any year, then the Board shall obtain the approval of at least a majority of the eligible HOA Civic Members voting, in person or by proxy, at a meeting of the Association.

(ii) Equity Member Dues: The annual dues for Equity Members for 2012 shall be \$500.00, based on the provisions of the Bylaws as executed prior to passage of this Declaration and the Amended and Restated Bylaws. Prior to the beginning of each subsequent fiscal year, the Board shall prepare a budget and shall establish the annual dues (assessment) and installments, if any, for the coming year. The Board shall cause the budget and notice of the assessment(s) to be delivered, sent or emailed to each Equity Member at least thirty (30) days prior to the due date for such assessment, or the first installment thereof. The budget and the assessment shall become effective unless disapproved at a duly called Association annual meeting by a vote of a majority of the total Association Equity Membership; provided, however, if a quorum is not obtained at the annual meeting, the budget shall become effective.

If the Equity Membership disapproves the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then, until a budget is determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. However, the Board may propose a new or adjusted budget at any time during the year by causing the proposed budget and assessment to be delivered to the Equity Members at least thirty (30) days prior to the proposed effective date thereof. A special meeting shall be called, as provided in the Bylaws for special meetings, and the new or adjusted budget and dues (assessment) shall take effect unless disapproved by a vote of at least a majority of the total Equity Membership.

The budget shall not operate as a limitation on expenditures by the Board, but, rather, the budget is merely an estimate of Common Expenses on which the Board may base the annual assessments.

The Equity Member assessment is assessed equally to all Equity Members. The Equity Member annual assessment is determined by calculating the pro-rata share of the budget for each Equity Member after taking into account anticipated dues from HOA Civic Members and Seasonal and Associate Users (if any). The HOA Civic Member annual assessment is assessed equally to all HOA Civic Members.

(iv) Associate User and Seasonal User Fee. The Board also shall establish, in its discretion, the user fee (assessment) chargeable to Associate Users and HOA Seasonal Swim/Tennis Users, which shall contribute to the Common Expenses of the Association. Each Associate User and Seasonal User shall be personally liable for all user fees, as well as for any Common Expenses occasioned by the conduct of such Person or such Person's guests, tenants or invitees. As to Seasonal and Associate Users, the

Association may additionally revoke and/or suspend such User's privileges upon ten (10) days written notice of any delinquency.

(e) Special Assessments. In addition to the annual dues (assessment) provided for above, the Board may at any time levy a special assessment for any purpose against all Equity 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 a majority of eligible Equity Members at a duly called meeting, notice of which shall specify that purpose, and/or by ballot or consent specifying that purpose. All special assessments shall be levied in the same manner as the annual assessment.

(f) Capital Budget and Reserve Contribution. As part of the annual budget and assessment, the Board may, based on information obtained by the Board, 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) Statement of Account. Any Member (as to their own Lot), Mortgage Holder (as to the Lot subject to a mortgage), or a Person having executed a contract for the purchase of a Member Lot (as to the Lot under contract), or a lender considering a loan to be secured by a Member Lot (as to the Lot to be secured by the loan), 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 the Member Lot. The Association shall respond in writing within five (5) days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten (\$10.00) dollars, or such higher amount unless disallowed by the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Member Lot as of the date specified therein.

(h) Initiation Fee/Conversion Fee. Subsequent to the Enrollment Period, the initiation fee may be up to One Thousand Five Hundred and No/100 Dollars (\$1,500.00), with the specific amount, if any, being set annually in the discretion of the Board. The Conversion Fee may be an amount up to Two Hundred and Fifty and No/100 Dollars \$250, with the specific amount set annually, if any, being in the discretion of the Board.

8. MAINTENANCE. - ASSOCIATION RESPONSIBILITIES. The Association shall maintain, keep in good repair and, in the Board's discretion, improve the Common Property and the recreational facilities thereon. This maintenance shall include, without limitation, maintenance, repair and replacement, subject to any insurance then in effect, of all structures, landscaping, grass areas, paving and other improvements situated on the Common Property. The Association shall have the right, but not the obligation, to maintain public rights of way adjacent to the Community, the entry features to the Community, and other property not owned by the Association if the Board determines that such maintenance would benefit the Members.

9. 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 Common Property; however, each Member and User, 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 and User to protect his or her person and property and all responsibility to provide security shall lie solely with each Member, User and/or other person. 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 and the recording hereof.

(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, sexual orientation, familial status 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. Except to the extent otherwise expressly provided herein, the powers inherent in or expressly granted to the association may be exercised by the board of directors, acting through the officers, without any further consent or action on the part of the lot owners.

(f) Covenant Supporters, Associate Users, HOA Seasonal Swim/Tennis Users and HOA Seasonal Supporters are not "lot owners" as defined in the Act.

(g) The Amended and Restated Bylaws for the Peachtree Plantation West Homeowners Association, Inc., as voted upon by the membership during the Enrollment Period, shall not be effective until the recording of this Declaration.

10. AMENDMENTS.

Except where a higher vote is required for action under any other provisions of this Declaration, in which case such higher vote shall be necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the Equity Members of the Association holding at least two-thirds (2/3) of the total eligible vote thereof; provided, as to any amendment which materially alters or increases the assessment obligation of any HOA Civic Members, then such amendment shall also require the affirmative vote, written consent or any combination thereof of at least two-thirds (2/3) of the total eligible vote of HOA Civic Members. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Gwinnett County, Georgia land records.

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

Any action to challenge the recording of the Declaration and/or the validity of an amendment adopted under this Paragraph must be brought within one (1) year of the effective date of the recording of the Declaration or the applicable amendment. No action to challenge may be brought after such time. The preambles to this Declaration as well as any exhibits attached hereto are incorporated herein by this reference.

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 a Common Expense of the Association. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

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

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

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 Equity Members vote not to proceed with the reconstruction and repair of the structure (such vote taking place after the estimated costs of reconstruction and repair are obtained), 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 may be made against all of the Equity Members without need for compliance with Paragraph 7 above. If after repair and reconstruction is completed there is a surplus of funds, such funds shall be returned to the Equity Members..

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

(d) Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against Equity Members on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Paragraph to be disbursed by the Association in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Board.

13. ENFORCEMENT.

(a) Authority and Enforcement. The Common Property shall be used only for those uses and purposes set out in this Declaration. Copies of all such rules and regulations shall be furnished to all Equity Members. Any rule or regulation may be repealed by the affirmative vote or written consent of a Majority of the total Equity Member vote at an annual or special meeting of the membership.

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

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

(b) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Declaration, the Bylaws, or the rules and regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of Common Property 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.

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. 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.

14. MORTGAGEE ASSESSMENTS UPON FORECLOSURE OF MEMBER LOT.

Where the Mortgagee holding a first Mortgage of record on a Member Lot or other purchaser of a Member Lot obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Lot which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all Members, including such acquirer, its successors and assigns. Additionally, such acquirer shall be responsible for all charges accruing subsequent to the passage of title, including, but not limited to, a pro-rata portion of all charges for the remainder of the fiscal year in which title is passed.

15. 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.

16. DURATION

The covenants and restrictions of this Declaration shall run with and bind the Property perpetually to the extent provided in the Act.

17. PREPARER

This Declaration was prepared by Robert S. Stein, Weissman, Nowack, Curry & Wilco, P.C., One Alliance Center, 4th Floor, 3500 Lenox Road, Atlanta, Georgia 30326; (404) 926-4503; robstein@wncwlaw.com.

[EXECUTION PAGE FOLLOWS]

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

**PEACHTREE PLANTATION WEST
HOMEOWNERS ASSOCIATION, INC.**

By: _____
Its: President

Attest: _____
Its: Secretary

[CORPORATE SEAL]

Signed, sealed, and delivered this
_____ day of _____, 20__.

Witness

Notary Public
My Commission Expires:

[NOTARY SEAL]

[Additional signatory to Declaration]

The undersigned Owner(s) is/are the record owner and holder of title in fee simple to a Lot within the Peachtree Plantation West Subdivision in Gwinnett County, Georgia, located at the address described below, and have submitted their Lot as a _____ (choose Equity Member, HOA Civic Member or Covenant Supporter).

Bylaws and Articles of Incorporation: The Owner(s) also vote/consent on the Amended and Restated Bylaws and the Amendment to the Articles of Incorporation as follows:

In favor: _____

Against: _____

Lot Information: Owner(s) Lot is listed below and shown on the plat of survey for Peachtree Plantation West Subdivision recorded in the Gwinnett County, Georgia records.

Street Address: _____

Lot #: _____

Plat Book: _____ Page: _____

Signed, sealed and delivered this _____ day of _____, 20__.

Signature of Owner

Witness

Print or Type Full Name of Owner

Notary Public

[NOTARY SEAL]

Signed, sealed and delivered this _____ day of _____, 20__.

Signature of Co-Owner

Witness

Print or Type Full Name of Co-Owner

Notary Public

[NOTARY SEAL]

[Signatures continue on following page]

EXHIBIT "A"

DEFINITIONS.

- (a) Act means the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as may be amended.
- (b) Additional Property means all lots shown on the Peachtree Plantation West Plats which have not submitted to the terms and provisions of this Declaration at the time of initial recording of this Declaration.
- (c) Articles or Articles of Incorporation mean the Articles of Incorporation of Peachtree Plantation West Homeowners Association, Inc., filed with the Secretary of State of the State of Georgia, as amended.
- (e) Associate User means a homeowner outside Peachtree Plantation West or a tenant of a Peachtree Plantation West Owner who has not become an Equity or HOA Civic Member.
- (f) Association means Peachtree Plantation West Homeowners Association, Inc., a Georgia nonprofit corporation, its successors or assigns.
- (g) Association Legal Instruments means this Declaration and all exhibits hereto, and the Peachtree Plantation West Plats, all as may be supplemented or amended.
- (h) Board or Board of Directors means the five person elected body responsible for management and operation of the Association. (The term does not refer to the Association Trustee Commission.)
- (i) Bylaws mean the Amended and Restated Bylaws of Peachtree Plantation West Homeowners Association, Inc.
- (j) HOA Civic Member or HOA Civic Membership means a Lot Owner whose Lot has been subjected to Permanent Membership in the Association by signature hereto or by written consent recorded in the Gwinnett County, Georgia land records, as provided in this Declaration, and which Lot therefore is a portion of the Property.
- (k) Common Property means all property owned, maintained and/or operated by the Association for the common benefit of the Members, including, but not limited to, tennis court, swimming pool, parking areas, and facilities, and the shrubbery and landscaping associated with such areas.
- (l) Common Expenses mean the expenses anticipated or actually incurred by the Association in maintaining, repairing, replacing, operating and (improving where determined by the Board) the Common Property and otherwise for the benefit of Member Lot(s).
- (m) Community shall have the same meaning as "Property"
- (o) Eligible Mortgage Holder means a holder of a first mortgage secured by a Member Lot who has requested, in writing to the Association, notice of certain items as set forth herein.

(p) Equity Member or Equity Membership means a Lot Owner whose Lot has been subjected to Permanent Membership in the Association by signature hereto or by written consent recorded in the Gwinnett County, Georgia land records, as provided in this Declaration (or by conversion pursuant to Paragraph 4 of the Declaration), and which Lot therefore is a portion of the Property.

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

(r) Majority means those eligible votes, Owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total eligible number.

(s) Member each means a Lot Owner whose Lot has been either subjected to Equity or HOA Civic Membership in the Association by execution hereof or by written consent recorded in the Gwinnett County, Georgia land records, as provided herein, and which Lot therefore is a portion of the Property.

(t) Member Lot or Equity or HOA Civic Member Lot means a Lot subjected to Equity Membership or HOA Civic Membership in the Association hereunder and is a Permanent Member.

(u) Mortgage means any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation, including, but not limited to, a transfer or conveyance of fee title for such purpose.

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

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

(x) Off-Premises Subdivision and Off-Premises Subdivision Lot mean any residential property located other than within the Peachtree Plantation West Subdivision.

(y) 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.

(z) Owner means the record titleholder of a Lot within the Peachtree Plantation Subdivision, but shall not include a Mortgage Holder of the Lot.

(aa) Permanent Members shall mean the Equity and HOA Civic Members.

(bb) Permanent Membership or 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 Gwinnett County, Georgia land records as provided herein with such rights, duties and privileges as set forth in this Declaration.

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

(dd) Property means that real estate (Member Lots and the Common Property) which is submitted to the Act and the provisions of this Declaration at the time of recording of this Declaration and any portion of the Additional Property as later submitted.

(ee) Seasonal User means a non-member who owns a Lot and resides within the Peachtree Plantation West Subdivision.

(ff) Peachtree Plantation West Plats means the final Plats for Peachtree Plantation West subdivision as recorded in the Gwinnett County Land Records: Located in District 6, Land Lot 333, Plat Book 29, Page 234, Plat Book 30, Page 56, and Plat Book 31, Pages 47, 48, 112, 125 and 126.

(gg) Peachtree Plantation West Subdivision means all lots shown on the Peachtree Plantation West Plats.

(hh) Trustee means a duly elected member of the Association Trustee Commission who has limited responsibilities as further set forth in the Articles and the Bylaws.

EXHIBIT "B"

[Description of Common Property]

The Common Property is further described at Deed Book 3686, Page 169, et seq.

EXHIBIT "C"

[FOR SUBMISSION AFTER THE ENROLLMENT PERIOD]

STATE OF GEORGIA
COUNTY OF GWINNETT

Index in Grantor Index Owner's Name(s): _____
Index in Grantor and Grantee Index Also Under:
Peachtree Plantation West Homeowners Association, Inc.
Cross Reference to Declaration For Peachtree Plantation West
Deed Book ____ Page ____

**CONSENT FORM TO THE DECLARATION OF COVENANTS FOR PEACHTREE PLANTATION
WEST AND OWNER SUBMISSION TO MEMBERSHIP IN PEACHTREE PLANTATION WEST
HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the undersigned owner(s) (hereinafter referred to as "Owner") is the record owner and holder of title in fee simple to a Lot within the Peachtree Plantation West Subdivision in Gwinnett County, Georgia, located at the address described below, and more particularly shown as: Lot ____, as shown on a plat of survey for Peachtree Plantation West Subdivision recorded in Plat Book ____, Page ____, Gwinnett County, Georgia records (hereinafter "Owner's Property") such plat being incorporated herein by this reference; and

WHEREAS, Owner desires to submit Owner's Property (or convert/upgrade, if applicable) to the Declaration of Covenants for Peachtree Plantation West as recorded at Deed Book ____, Page ____ et seq. ("Declaration") as a _____ Member or _____ Supporter of the Association, as defined in the Declaration;

NOW, THEREFORE, Owner does hereby consent, on behalf of Owner, Owner's successors, successors-in-title, heirs, legal representatives 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 the above-referenced Member or Covenant Supporter 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 Equity or HOA Civic Membership category indicated above (and as defined in the Declaration), 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. As a Covenant Supporter, Owner agrees that his Lot will be subject to mandatory assessment upon transfer or conveyance of the Lot, as further set forth in the Declaration.

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

Signature of Owner

Print or Type Full Name of Owner(s)

Witness

Signature of Co-Owner

Notary Public
[NOTARY SEAL]

Street Address

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

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

*Approved by:
PEACHTREE PLANTATION WEST HOMEOWNERS
ASSOCIATION, INC.*

Witness

By: _____
Its: President

Notary Public [NOTARY SEAL]

[CORPORATE SEAL]

[For Subsequent Additions and Conversions]