

## DECLARATION OF ADDITIONAL COVENANTS FOR CHANDLER CREEK

1. NAME AND LOCATION:

The name of the property is Chandler Creek, which property is residential property owners development. The property is located in Land Lot 47 of the 7th District of Gwinnett County Georgia, and is more particularly described in Plat Book 56, Page 40 and 41, Book 59, Page 65.

2. DEFINITIONS:

Generally, terms used in this Declaration shall have their normal, generally accepted meanings or the meanings given in the Georgia Nonprofit Corporation Code. Unless the context otherwise require, certain terms used in the Declaration shall be defined as follows:

(a) Association means Chandler Creek Homeowners Association, a Georgia Nonprofit corporation, its successors or assigns.

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

(c) Common Expenses means the expenses anticipated or actually incurred by the Association in maintaining, repairing, replacing, improving, insuring, managing and operation of the Common Property and otherwise for the benefit of the Association and the Members.

(d) Common Property means all property owned, maintained or operated by the Association for the common benefit of the Members, which includes the Recreation Area, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

(e) Eligible Mortgage Holder means a holder of a First Mortgage secured by a Lot, which Lot is a portion of the Property, who has requested notice of certain items as set forth herein.

(f) Lot means a portion of the Chandler Creek Subdivision which is intended for ownership and use as single-family dwelling site.

(g) Member means a member of the Association.

(h) 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.

(i) Mortgagee or Mortgage Holder means a holder of any Mortgage.

(j) Owner means the record title holder of a Lot within the Property, but shall not include a Person who only holds a Mortgage on the Lot.

(k) Participating Member means a Lot Owner whose Lot has been subjected to Participating Membership in the Association by written Consent recorded in the Gwinnett County, Georgia land records and which Lot therefore is a portion of the Property.

(l) Participating Member Lot means a Lot subjected to Participating Membership in the Association hereunder.

(m) Participating 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 a written consent, recorded in the Gwinnett Country, Georgia land records.

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

(o) Property means that real estate which is submitted to the provisions of this Declaration, as described in one or more of the consents attached hereto and collectively identified as Exhibit "B", and incorporated herein by reference, or which is submitted to the terms hereof after the recording of the Declaration by a recorded written Owner Consent, in accordance with this Declaration. By recordation of this Declaration, the Common Property is hereby submitted to this Declaration and shall be deemed a part of the property.

(p) Chandler Creek Subdivision means that property described on those plats ("Plats") for Chandler Creek recorded in Plat Book 51, page 46, Gwinnett County, Georgia records, as may be amended or supplemented from time to time. The plats are incorporated herein by this reference.

(q) Voluntary Member means an Owner or occupant of a Lot who is a member of the Association, but whose Lot has not been subjected to Participating Membership in the Association by written Consent recorded in Gwinnett Country, Georgia land records.

### 3. DUES

\_\_\_\_\_ (a) General. The Association shall have the power to levy assessments or dues against all Participating Members as provided herein. The assessments for Common Expenses provided for herein shall be used for the general purposes of maintaining, repairing, replacing, insuring, managing, operating and, in the Board's discretion, improving the Common Property, otherwise operating the Property, enforcing this Declaration and other covenants upon the Property, paying for utility services serving the Common Property, maintaining a reserve fund for future Common Property maintenance, repairs or improvements, and promoting the recreation, health, safety welfare, common benefit, and enjoyment of the Owners and occupants of Lots in the Property and the Participating Members, as may be more specifically authorized from time to time by the Board.

(b) Participating Members: Creation of the Lien and Personal Obligation for Assessment. Each Owner of a Participating Member Lot, by executing a Consent, is deemed to covenant and agree to pay to the Association: (i) annual assessments (dues) 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 the Declaration.

All such assessments, together with charges, interest, cost, and reasonable attorney's fees actually incurred, in the maximum amount permitted under the law, shall be charge on such Participating Member Lot and shall be a continuing lien upon the Lot against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. Each Owner of a Participating Member Lot and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. 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 Owners upon ten (10) days written notice. If the Board authorizes payment of the annual assessment in installments, the Board may levy an additional charge on each installment, such amount not to exceed five percent (5%) of the amount of the installment payment.

(c) Delinquent Assessments. All assessments and related charges not paid on or before the due date established by the Board shall be delinquent, and the Participating Member shall be in default:

i. if the annual 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 twenty (20%) percent of the amount not paid may be imposed without further notice or warning to the delinquent Participating Member, and interest at the highest rate permitted under Georgia law shall accrue from the due date.

ii. for Owners whose Lots are subject to Participating Membership in the Association hereunder, the Association, acting through the Board, may suspend the Owner's right to use the Common Property, upon ten (10) days written notice, if the amounts remain unpaid for more than thirty (30) days, and institute suit to collect all amounts due pursuant to the provisions of the Declaration if the amounts remain unpaid for more than sixty (60) days.

iii. for Voluntary Members, if assessments or other charges, or any part thereof, due from such Member remain unpaid more than thirty (30) days, the Association may revoke such Member's membership in the Association upon ten (10) days written notice.

iv. if partial payment of assessments and related charges is made, the amount received shall be applied first to cost and attorney's fees, as applicable, and then, in order, to late charges, interest, delinquent assessments, and current assessments.

(d) Maximum Assessment: Computation of Operating Budget and Assessment.

i. Participating Member Assessment. The annual assessment shall be established pursuant to a budget created and adopted by the Board, covering the estimated costs of maintaining and operating the Common Property and otherwise operating the Property during the coming year. The budget shall include amounts to cover anticipated Common Expenses of operating, maintaining, repairing, improving and managing all of the Common Property, including insurance, legal, accounting and other professional fees, landscaping cost, and a reserve or capital contribution related to maintenance, repair, improvement and operation of the Common Property. The budget may reflect anticipated income to be received from Voluntary Members, and the Participating Member assessment shall be determined from the budget prepared by the Board.

The Board shall cause the budget and notice of the assessments to be levied against each Participating Member Lot to be delivered to each Participating Member at least fourteen (14) days prior to the Association's annual meeting or a special called meeting. The budget and the assessment shall become effective unless disapproved at such meeting by a vote of a majority of the total Association Participating Membership provided, however, if a quorum is not obtained at such a meeting, the meeting will be adjourned and rescheduled within a period of not less than seven (7) days, and not more than fourteen (14) days, at which time the Members present shall constitute a quorum.

ii. Voluntary Member Assessment. The Board also shall establish the annual assessment chargeable to Voluntary Members, which shall contribute to the Common Expenses of the Association. The Board shall cause the budget and notice of the assessments to be levied against each Voluntary member for the following year to be delivered to each Voluntary Member. Annual assessments shall be determined in the same manner as the Participating Member assessments are determined, as stated in paragraph 3(d)i above. Each Voluntary Member shall be personally liable for all assessments, as well as for any Common Expenses occasioned by the conduct of such Member or such Member's guest or invitees.

(e) Initiation Fee. After this Declaration is recorded in the Gwinnett County land records, the Board in its discretion, may require a non-refundable initiation fee in order to become a Participating Member, not to exceed \$500.00. Notwithstanding anything to the contrary herein, the Board shall have the right to establish a lower initiation fee or waive the initiation fee for Owners who purchase a lot in Chandler Creek after this Declaration is recorded in the Gwinnett County land records if, within ninety (90) days of such purchase, such Owners execute a Consent substantially in the same form as the Consent attached hereto as Exhibit "C" and thereby become Participating Members of the Association. The Board shall have the right, but not the obligation, to provide for open enrollment periods subject to such restrictions as the Board may require.

(f) Special Assessments. In addition to the annual assessment provided for the above, the Board may at any time levy a special assessment for any purpose against all Participating and Voluntary 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 Participating members present or represented by proxy at a duly called meeting, notice of which shall specify that purposes, or by ballot specifying that purposes.

(g) Capital Budget and Reserve Contribution. As part of the annual budget and assessment, the Board may fix and establish an annual reserve capital.

4. ASSOCIATION RIGHTS AND RESTRICTIONS.

\_\_\_\_\_The Association, acting through its Board of Directors, shall have the right and authority, in addition to all other right it may have:

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

(b) to enforce the provision of the Declaration and rules and regulations concerning the Property and Common Property, and to enforce the Declaration of Covenants for Chandler Creek, recorded in Deed Book 6024, Page 36 through 42, Gwinnett County, Georgia records, by imposing reasonable monetary fines, suspending use and voting privileges of Participating Members, suspending or revoking Memberships of Voluntary Members, using any other legal or equitable means, including self-help, and any other legal means of enforcing the Declaration, By Laws and rules and regulations by either the Association or, in an appropriate case, by an aggrieved Owner. Any fines imposed shall be considered an assessment against a Participating Lot;

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

(d) to control, manage, operate, maintain, replace, and in the Board's discretion, improve all portions of the Common Property in accordance with the Declaration and By Laws;

(e) 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;

(f) to represent the Association in dealing with governmental entities regarding the Common Property;

(g) to acquire, hold and dispose of tangible and intangible personal property and real property.

5. DURATION.

\_\_\_\_\_The covenants and restrictions of the Declaration shall run with and bind the Property perpetually. Notwithstanding anything to the contrary herein, neither the foreclosure of Mortgages on one or more Participating Member Lots subsequent to the recording of this Declaration, shall affect the validity and enforceability of the Declaration as to all other Lots submitted hereto.

6. AMENDMENT.

This Declaration may be amended with the affirmative vote, written consent or any combination thereof, at least two-thirds (2/3) of the total eligible vote of the Participating Members. Notice of a meeting, if any, for consideration of any amendment hereto shall state the fact of consideration and subject matter of such proposed amendment. Any such amendment shall be certified by the President and Secretary of the Association and recorded in the Gwinnett County, Georgia land records.

In addition to the above, material amendments to this Declaration must be approved by Eligible Mortgage holders. Notwithstanding the above, the approval of any proposed amendment by an Eligible Mortgage Holder shall be deemed implied and consented to if the Eligible Mortgage Holder fails to submit a response to any written proposal for amendment within thirty (30) days after the Eligible Mortgage Holder receives notice of the proposed amendment sent by certified or registered mail, return receipt requested.

7. RESTRICTIVE COVENANTS.

\_\_\_\_\_ A Declaration of Covenants for Unit One (1) recorded in Deed Book 6024, Page 36 through 42, Gwinnett County, Georgia, also set forth certain restrictive covenants affecting the Lots. Such covenants shall run to the benefit of , and be enforceable by the Association, and, in an appropriate case, an aggrieved Lot Owner. Each Participating Member hereby consents to extension of such covenants in accordance with the provisions of O.C.G.A. 44-5-60 (d)(I).

8. 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, for himself or herself and his or her tenants, guests, licenses and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security on the Common Property. 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. 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) 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, sex, familial status or handicap.

(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 any suit or 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 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 office 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, 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) Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the By Laws, 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.

9. SEVERABILITY.

Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise, shall not invalidate any other provision(s), which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Lot Owner(s) at Chandler Creek, by execution of the Consent attached hereto do hereby submit the Property described in Exhibit "B" hereto and in such Consent to the terms of this Declaration and to Participating Membership in the Chandler Creek Homeowners Association, hereby certified that this Declaration was duly adopted by and consented to by the required majority of Lot owners and by the Board of Directors of the Association.

This \_\_\_\_\_ day of \_\_\_\_\_ 2003.

CHANDLER CREEK HOMEOWNERS ASSOCIATION

By: \_\_\_\_\_  
Don Devane, President

Attest: \_\_\_\_\_  
Joy Norman, Secretary

Sworn to and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

## EXHIBIT "A"

### COMMON PROPERTY

All property owned, maintained or operated by the Association for the common benefit of the members, as listed.

- I. Front Entrance
  - A. Lighting system
  - B. Irrigation system
  - C. Sign
  - D. Landscaping
  - E. Fence and brick wall
  
- II. Recreation Area (as defined in Plat Book 59, Page 65.)
  - A. Pool house, bathrooms and all equipment
  - B. Pool - decking, fence and equipment
  - C. Tennis courts and equipment
  - D. Tennis lighting system



- E. Play Ground / play area
- F. Parking lot

EXHIBIT "B"

CONSENT

I \_\_\_\_\_ and \_\_\_\_\_, Owner(s) of Lot \_\_\_\_\_, Block \_\_\_\_\_, Unit \_\_\_\_\_, in Chandler Creek, do hereby agree and consent that my/our Lot is hereafter a Participating Member Lot, as defined in the aforesaid Declaration of Additional Covenants for Chandler Creek. I understand that this Consent will permanently designate my Lot as a Participating Member Lot, and is a covenant and restriction upon my Lot which runs with the land.

This \_\_\_\_\_ day of \_\_\_\_\_ 2003.

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

\_\_\_\_\_  
Printed name

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

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Address

Lawrenceville, GA 30043

Sworn to and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_