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DECLARATION OF

COVENANTS AND RESTRICTIONS

FOR

THE HEIGHTS AT CARVER HILLS

DEKALB COUNTY, GEORGIA

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**DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR THE HEIGHTS AT CARVER HILLS**

DEKALB COUNTY, GEORGIA

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made on this 22nd day of March, in the year Two Thousand Eighteen by CENTURY COMMUNITIES OF GEORGIA, LLC, a Colorado limited liability company (hereinafter referred to as the "Declarant") and Arroyo Cap I, LLC, a California limited liability company (hereinafter referred to as "Arroyo").

WITNESSETH:

WHEREAS, the Declarant and Arroyo are the owners of that certain real property located in DeKalb County, Georgia which real property is hereinafter identified as the "Carver Hills Property"; and

WHEREAS, the Declarant intends to develop a subdivision on the Carver Hills Property to be known as "Carver Hills", which subdivision shall include both attached and detached residential homes; and

WHEREAS, the Declarant desires to provide open spaces, green belts and other facilities and amenities for the benefit of the persons who shall reside in Carver Hills; and

WHEREAS, in order to insure the enjoyment of such open spaces, green belts and other facilities and amenities by the residents of Carver Hills, and in order to protect and enhance the value of the homes within Carver Hills, it is desirable to create an association to own, maintain and administer such open spaces, green belts and other facilities and amenities, and to administer and enforce the covenants and restrictions imposed by this Declaration on the individually owned properties, and to collect, hold and disburse the charges and assessments provided for in this Declaration; and

WHEREAS, it is intended that every owner of any home within Carver Hills automatically, and by reason of such ownership and this Declaration, become a member of the aforesaid association and be subject to its valid rules and regulations and the assessments and charges made by such association;

NOW, THEREFORE, the Declarant and Arroyo, by its written consent hereto, for themselves, their successors and assigns, do hereby subject and submit the Carver Hills Property to the provisions of this Declaration. The Declarant and Arroyo, for themselves, their successors and assigns, hereby further covenant that the Carver Hills Property shall hereafter be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration.

ARTICLE I
DEFINITIONS

As used in this Declaration, the following terms shall have the meanings ascribed to them in this Article I, such definitions being cumulative of those set forth elsewhere in this Declaration.

“Annual Assessment” shall have the meaning specified in Section 4 of Article V hereof, and shall constitute the assessments which, pursuant to the provisions of Article V hereof, shall be levied by the Association against the Lots each year for the purpose of raising the funds necessary to pay the **“Annual Expenses”** (as that term is defined in Section 3 of Article V hereof).

“Approved Fence Details” shall have the meaning specified in Section 3 of Article VI hereof.

“Articles of Incorporation” shall mean the Articles of Incorporation of the Association, as the same may be amended from time to time.

“Association” shall mean The Heights at Carver Hills Homeowners Association, Inc., a Georgia non-profit membership corporation.

“Association Property” shall mean all of the real and personal property which shall be conveyed and transferred to the Association pursuant to Section 1 of Article III of this Declaration. Association Property shall not include any Lot which shall be acquired by the Association through foreclosure of the lien in favor of the Association, as provided for in Article V of this Declaration.

“Board of Directors” shall mean the Board of Directors of the Association.

“Bylaws” shall mean the Bylaws of the Association, as the same may be amended from time to time.

“Century” shall mean Century Communities of Georgia, LLC, a Colorado limited liability company.

“Deck” shall mean any wooden deck that may be constructed as part of the original construction of each Townhome.

“Declarant” shall mean Century and shall include any successor or assign of Century (other than a person acquiring fewer than five (5) Lots) who shall acquire the entire interest in the Carver Hills Property which was owned by the immediate predecessor-in-title of such successor or assign.

“Declaration” shall mean this Declaration of Covenants and Restrictions for Carver Hills as the same may be amended from time-to-time in accordance with Article IX hereof.

“Driveway” shall mean the driveway that was constructed in connection with the original construction of each Townhome and is annexed to such Townhome.

“Exclusive Easement Area” shall mean each of those portions of the Association Property which are located in the rear of certain of the Townhomes which are either (a) shown and depicted on the Plat as “Exclusive Easement Area”, or (b) described as "Exclusive Easement Area" in an instrument filed of record in the Deed Records of DeKalb County, Georgia pursuant to Article III, Section 5(b) of this Declaration.

“Exclusive Utility Facilities” shall mean the utility facilities installed and annexed to each Townhome in connection with the original construction of such Townhome and serving only the individual Townhome to which such Exclusive Utility Facilities are annexed.

“Foreclosure Administration Fee” shall mean a fee assessed to the purchaser of a Home at foreclosure or deed in lieu thereof as more particularly described in Section 7 of Article V hereof.

“First Mortgage” shall mean a Mortgage conveying a first priority lien upon or security title to any Lot.

“Hardship Leasing Permit” shall mean a permit issued by the Board of Directors for the leasing of a Home under certain hardship conditions specified in Article VII Section 13 hereof.

“Home” shall mean either a Single Family Home or a Townhome, as the context shall indicate.

“Initiation Assessment” shall have the meaning set forth in Section 6 of Article V hereof.

“Leasing” shall have the meaning set forth in Section 14 of Article VII hereof.

“Leasing Permit” shall mean a permit issued by the Board of Directors for the leasing of a Home in accordance with Article VII, Section 14 hereof.

“Lot” shall mean either a Single Family Lot or a Townhome Lot.

“Carver Hills Property” shall mean the entirety of the real property described on Exhibit A, hereto attached and made a part hereof, together with such additional property located within one (1) mile of the exterior boundary of the original Carver Hills Property as Declarant may acquire from time-to-time and amend Exhibit A to include in accord and with the procedures set forth in Article IX, Section 2 hereof.

“Mortgage” shall mean a mortgage, deed to secure debt, deed of trust, or other instrument conveying a lien upon or security title to the property.

“Patio” shall mean any poured-concrete patio that may be laid down and installed within the Exclusive Easement Area annexed to each Townhome, as part of the original construction of such Townhome.

“Person” shall mean a natural person, corporation, trust, partnership or any other legal entity.

“**Portico**” shall mean any portico that may be constructed as part of the original construction of certain of the Townhomes, said portico being located in the front of, and extending across the front boundary of, such Townhome.

“**Rules and Regulations**” shall mean rules and regulations promulgated by the Association regarding the use of the Lots, the Association Property or any other portion of the Carver Hills Property as more particularly described in Article IV, Section 1 hereof.

“**Single Family Home**” shall mean a building intended for residential occupancy and use that is constructed as a free standing structure (i.e., not attached to any other building) on any Single Family Lot.

“**Single Family Lot**” shall mean a portion of the Carver Hills Property which has been subdivided for the construction of a Single Family Home thereon.

“**Specific Assessments**” shall have the meaning set forth in Article IV, Section 4 hereof.

“**Stoop**” shall mean any front stoop that may be constructed as part of the original construction of each Townhome.

“**Subdivision Plat**” shall mean, collectively, all subdivision plats (including replats) filed in the plat book records of DeKalb County, Georgia with respect to the Carver Hills Property.

“**Townhome**” shall mean a building intended for residential occupancy and use that is constructed on a Townhome Lot and which shares a common party wall with one or more adjoining buildings.

“**Townhome Lot**” shall mean a portion of the Carver Hills Property which has been subdivided for the construction of a Townhome thereon.

“**Zoning Conditions**” shall mean the zoning conditions imposed on the Carver Hills Property by the applicable government authorities of the City of Doraville and DeKalb County, Georgia, including that certain Zoning Ordinance No. 2016-14 approved by the City of Doraville on September 6, 2016.

All pronouns used in this Declaration are intended to be gender neutral, and the use of the masculine gender shall be deemed to include the feminine and neuter genders.

ARTICLE II

LOTS

Section 1. Lots Subjected to this Declaration. Each Lot shall be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration as applicable to the Lots, including, but not limited to, the lien provisions set forth in Article V hereof. All of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration as applicable to the Lots shall be a permanent charge thereon, and shall run with the Lots.

Section 2. All Lots Bear the Burdens and Enjoy the Benefits of this Declaration. Every person who is a record owner of a fee or undivided fee interest in any Lot does, by acceptance of a deed or other conveyance thereto, and by acceptance of such ownership, and by taking record title to such Lot, agree to all of the terms and provisions of this Declaration. Each of the Lots is subject to all the burdens, and enjoys all the benefits, made applicable hereunder.

Section 3. Easements Over the Lots. The Lots shall be subjected to, and the Declarant does hereby grant to the appropriate grantees thereof, the following easements:

(a) Each Lot shall be subject to all easements which are shown and depicted on the Subdivision Plat as affecting and burdening such Lot;

(b) Each Lot shall be subject to an easement for slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity that might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow; and

(c) Each Lot shall be subject to an easement for the entry by the authorized agents and representatives of the Association to go upon such Lot under the circumstances, and for the purposes described in Article VIII of this Declaration;

(d) Each Lot on which a fence shall have been erected shall be subject to an easement for the connection to such fence of a fence which may be erected on an adjoining Lot with the approval of the Board of Directors, as provided for in Article VI, Section 3, paragraph (c) hereof.

(e) If any portion of a Townhome shall encroach upon an adjacent Lot, such adjacent Lot, upon which such encroachment lies, shall be subject to an easement for the encroachment of that portion of the adjacent Townhome.

ARTICLE III ASSOCIATION PROPERTY

Section 1. Association Property. The Declarant shall have the right to transfer and convey to the Association any portion of the Carver Hills Property. All portions of the Carver Hills Property which the Declarant shall so transfer or convey to the Association shall thereafter constitute Association Property. Said right may be exercised by the Declarant any time, and from time-to-time, prior to the date that is ten (10) years from and after the recording of this Declaration in the public records of DeKalb County, Georgia.

All portions of the Carver Hills Property which shall be transferred to the Association by the Declarant (a) shall be conveyed to the Association by limited warranty deed free of debt encumbrance, and (b) shall be conveyed to the Association subject to the rights, restrictions, and easements set forth in this Article III, irrespective of whether the deed of conveyance shall make a specific reference to such rights, restrictions, and easements.

By joining in the execution of this Declaration, the Association does hereby covenant and agree to accept all conveyances of the Association Property which may be made to it pursuant to, and in accordance with, the terms and provisions of this Section 1.

Section 2. Members' Rights in Association Property. Every owner of any Lot or any Townhome located thereon shall have a non-exclusive right and easement of enjoyment and use in and to the Association Property and such right and easement shall be appurtenant to, and shall pass with, the title to the Lot(s) owned by such owner. Such right and easement of enjoyment and use are and shall be subject to the easements which are described in this Article III and to the right of the Association to promulgate reasonable rules and regulations regarding the use of Association Property, and the right of the Association, as provided in the Bylaws, to suspend the enjoyment rights of the owner of any Lot during any period in which any assessment which is due to the Association from such owner remains unpaid, and such period as the Board of Directors may consider appropriate for any infraction of its published Rules and Regulations (as hereinafter defined). No such suspension, however, shall prohibit the owner of any Lot from using the Association Property to the extent necessary for such owner to have access to and from his Lot or the Townhome located thereon. In addition, the Board of Directors may permit other persons who are not residents of any Lots to use the Association Property upon such terms and conditions, and for the payment of such fees, as shall be determined by the Board of Directors. However, notwithstanding anything stated herein to the contrary, the pool located on the Association Property shall be exclusively for the use of the members of the Association and their guests.

There shall be no obstruction of the Association Property, nor shall anything be kept, parked or stored on, attached to, or removed from any part of the Association Property without the prior written consent of the Board of Directors, except as otherwise specifically provided herein. The foregoing prohibition shall include the planting or cultivation of any tree, grass, bush, flower or other ground cover or flora. The Association Property is subject to the limitations and restrictions thereon specifically set forth in this Declaration and, subject to such limitations and restrictions, are permitted to be used only for the purposes approved by the Board of Directors or for which the Association Property is designed, and not for any other activities.

Section 3. Easements Over Association Property. All Association Property shall be subject to, and Declarant and the Association do hereby grant, the following easements:

(a) An easement across, in, under, over and through the Association Property for the purposes of the construction, installation, repair, maintenance and use of all utility and drainage facilities as exist on the date of the conveyance thereof to the Association; and

(b) An easement in favor of Declarant for the exclusive use of such portions of the Association Property as may be reasonably desirable, convenient or incidental to the construction and installation of improvements on, and the sale of, any Lots or Townhomes, including, but not limited to, sales and business offices, model residences, storage areas, construction yards, signs and promotional activities. As part of the easement rights granted to Declarant hereunder, Declarant shall have a right of access, ingress and egress for vehicular and pedestrian traffic over, under and on the Association Property, the right to tie into any portion of the Association Property for driveways, parking areas and

walkways and the easement rights in respect of utility and drainage facilities as described in Section 3(a) of this Article III. Such easements shall be exercisable by any and all persons whom the Declarant shall authorize to exercise the same, including, without limitation, real estate sales agents and brokers and builders of residences upon the Lots, irrespective of whether such persons are affiliated with the Declarant. Such easements shall exist notwithstanding any provision of this Declaration which might be construed to the contrary, but shall terminate at such time as the construction on the Lots of residential buildings has been completed and all of the Lots and Townhomes shall have been conveyed to owners thereof who shall not have acquired the Lots for the purpose of immediate resale of the same. Such easements shall and do exist without affecting the obligation of the owner of any Lot to pay assessments or charges coming due during such period of time as portions of the Association Property shall be used by authorized persons pursuant to the exercise of the easements herein stated. Notwithstanding anything to the contrary herein and as part of Declarant's easement rights hereunder, for so long as Declarant has Homes for sale or otherwise owns any portion of the Carver Hills Property for development and/or sale, Declarant shall be permitted to keep any entry gates to the Carver Hills community unlocked and open including, but not limited to, during such periods that: (i) the sales office is open for operation, or (ii) Declarant is hosting promotional sales events including, but not limited to, grand opening celebrations and other special sales activities.

Section 4. Damage or Destruction. In the event that any improvements located on any Association Property shall be damaged or destroyed on account of the occurrence of any casualty, the Board of Directors shall proceed with the filing and settlement of all claims arising under any policy of insurance maintained by the Association with respect to such improvements and shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed improvements.

Any such damage or destruction shall be repaired or reconstructed unless it shall be decided, within ninety (90) days after the occurrence of the casualty, by a majority of the total vote of all then existing classes of membership of the Association. In the event that it shall be so decided not to repair or reconstruct any such damage or destruction, the proceeds of any insurance as may become payable to the Association as a result of such damage or destruction shall be applied to such purposes as may be determined by the Board of Directors.

Section 5. Transfer or Encumbrance. For so long as the Declarant is the owner of any lot or other portion of the Carver Hills Property, Declarant may elect to modify development plans for the Carver Hills Property in a manner that requires adjustments and modifications to the boundaries of the Association Property. In order to facilitate such adjustments and modifications, the Association shall, at Declarant's request, transfer and convey to the Declarant any portion of the Association Property included within a Lot on a proposed or recorded Subdivision Plat. Upon recording of a deed whereby the Association conveys Association Property to the Declarant, the property conveyed by such deed shall no longer constitute Association Property. No approval from the Association, or from anyone else whomsoever shall be required in order for the Association to transfer and convey Association Property to Declarant as described above. By joining in the execution hereof, the Association does hereby covenant and agree, upon Declarant's request as aforesaid, to transfer and convey to Declarant any portion of the Association Property included within a Lot on a proposed or recorded Subdivision Plat.

Except as specifically described in this Section 5, in no event shall the Association abandon, encumber, sell or transfer, directly or indirectly, any portion of the Association Property unless such abandonment, encumbrance, sale or transfer shall be first approved in writing by the owners of no fewer than sixty-seven percent (67%) of the Lots and the Townhomes constructed on any Lot. In no event shall the Association abandon, encumber, dedicate, sell or transfer any portion of the Association Property consisting of a Stoop, Deck, Patio, Portico, Exclusive Easement Area, Exclusive Utility Facilities, or Utility Easement Area if the Townhome annexed to such Stoop, Deck, Patio, Portico, Exclusive Easement Area, Exclusive Utility Facilities or Utility Easement Area has been conveyed by Declarant to a successor owner (unless the then-current successor owner consents in writing thereto).

Section 6. Exclusive Easement Areas and Utility Easement Areas.

(a) Each Townhome to which an Exclusive Easement Area is appurtenant shall have an easement for the exclusive use and enjoyment of the Exclusive Easement Area that is either (i) depicted on the Plat recorded in connection with the subjecting of such Townhome to the terms of this Declaration as being appurtenant to such Townhome, or (ii) described in an instrument recorded pursuant to Article III, Section 1 hereof as being appurtenant to such Townhome. The owner of each Townhome shall have the right to install shrubbery, plants, trees, flowers, bushes and other landscaping materials in and on the Exclusive Easement Area appurtenant to his Townhome, but only if the same shall have been approved by the Board of Directors. In no event shall the owner of any Townhome make any alteration to the Exclusive Easement Area that is appurtenant to his Townhome (including placing any ground materials on such Exclusive Easement Area, installing any landscaping on such Exclusive Easement Area, installing drainage pipes or structures on or in the Exclusive Easement Area, or placing any item or structure of any kind within such Exclusive Easement Area), unless the same shall have been approved by the Board of Directors. In connection with issuing its approval of any such alteration to any Exclusive Easement Area, the Board of Directors may require that the owner of the affected Townhome provide to the Board of Directors such drawings and descriptions of the proposed alteration as the Board of Directors shall request. In the event that the Board of Directors shall fail to approve or disapprove a written request made by the owner of any Townhome for the making of any alteration to the Exclusive Easement Area appurtenant to such Townhome within thirty days after the date on which such written request has been submitted to the Board of Directors, said request shall be deemed to have been denied by the Board of Directors.

(b) Each Townhome shall have certain exclusive and non-exclusive utility easements, as more particularly described herein, for the use and enjoyment of the Utility Easement Area that is depicted on the Plat recorded in connection with the subjecting of such Townhome to the terms of this Declaration as being annexed to such Townhome. The owner of each Townhome shall have an easement for the exclusive use of the Exclusive Utility Facilities serving such Townhome and the part of the Utility Easement Area over, under or through which such Exclusive Utility Facilities are located. The owner of each Townhome shall also have an easement for the non-exclusive use of the Utility Easement Area annexed to such Townhome for the repair, maintenance and replacement of the Exclusive Utility Facilities therein. The owner of each Townhome shall use the aforesaid exclusive and non-exclusive easements for the sole purpose of providing utility services to the Townhome to which such easements are annexed. Other than routine maintenance, repair and replacement of existing Exclusive Utility Facilities, in no event

shall the owner of any Townhome make any alteration to the Utility Easement Area or the Exclusive Utility Facilities (including, but not limited to, expansion, relocation or addition of utility facilities) that are annexed to his Townhome unless the same shall have been approved by the Board of Directors. In connection with issuing its approval of any such alteration to any Utility Easement Area or Exclusive Utility Facilities, the Board of Directors may require that the owner of the affected Townhome provide to the Board of Directors such drawings and descriptions of the proposed alteration as the Board of Directors shall request. In the event that the Board of Directors shall fail to approve or disapprove a written request made by the owner of any Townhome for the making of any alteration to the Utility Easement Area or Exclusive Utility Facilities appurtenant to such Townhome within thirty days after the date on which such written request has been submitted to the Board of Directors, said request shall be deemed to have been approved by the Board of Directors.

Section 7. Fences In Exclusive Easement Areas.

The owner of every Townhome to which an Exclusive Easement Area is annexed shall have the right to erect a fence to enclose such Exclusive Easement Area. If the owner of such a Townhome elects to erect such a fence, the fence must be located on the boundary lines of the Exclusive Easement Area (*i.e.*, no such fence may enclose an area that is smaller than the entirety of the Exclusive Easement Area, unless a variance is granted by the Board of Directors.) Any such fence that shall be so erected shall contain a gate providing access into said Exclusive Easement Area which shall not contain any lock or locking device. In no event shall the owner of any Townhome lock or otherwise secure said gate in such a way that it cannot be opened to permit access into said Exclusive Easement Area. No such fence may be erected outside the Exclusive Easement Area that is annexed to such Townhome, unless a variance is granted by the Board of Directors. It shall be the duty of the Board of Directors to maintain in effect a standardized design for the fence that may be so erected upon the Association Property.

In no event shall any fence be erected pursuant to the provisions of this Section 7 unless the design of such fence shall conform to the standardized design which shall be so maintained in effect by the Board of Directors.

In the event that the owner of any Townhome shall elect to erect any such fence pursuant to the provisions of this Section 7, the owner of the Townhome to which such fence is annexed shall be responsible for the repair, maintenance and replacement of such fence. In addition, in the event any Townhome owner shall erect a fence in his Exclusive Easement Area, said owner shall be thereafter responsible (and the Association shall be no longer responsible) for the maintenance of the portion of the Exclusive Easement Area which is enclosed by such fence.

In the event that the owner of any Townhome shall elect to erect any such fence pursuant to the provisions of this Section 7, the owner of the Townhome(s) located on either side of such Townhome shall have the right to connect a fence of his own to such fence. That is, the owner of each Townhome in regard to which a fence shall be erected pursuant to this Section 7 shall be deemed to have granted an easement for the common use of such fence in favor of the Townhome(s) located on either side of such Townhome.

Section 8. Porticos, Stoops, Decks, Driveways and Patios. There shall be appurtenant to each Townhome an easement for the exclusive use of that part of the Association Property which consists of the Stoop that is annexed to such Townhome, the Deck that is annexed to such Townhome, the Driveway that is annexed to such Townhome, any Patio that is annexed to such Townhome, and, for those Townhomes to which a Portico is attached, an easement for the exclusive use of that part of the Association Property over which such Portico is located and for the repair, maintenance and replacement of the columns supporting such Portico.

Section 9. Detention Ponds. The Association shall have the obligation to maintain any and all detention ponds or other drainage facilities located on the Association Property.

Section 10. Private Streets. The Association shall have the obligation to maintain all private streets as shown/labeled on the recorded Subdivision Plat(s); however, the Association shall not be responsible for maintaining any alleyways on the recorded Subdivision Plant(s) even if the alleyways are located on Association Property, said alleyways being maintained by a separate association for the Townhomes.

ARTICLE IV THE ASSOCIATION

Section 1. The Association. Prior to the date this Declaration has been filed for record with the Clerk of the Superior Court of DeKalb County, Georgia, the Declarant has caused the Association to be formed, and the Association does now exist, under its Articles of Incorporation and Bylaws.

The Association is and shall be responsible for the ownership, management and operation of the Association Property, the enforcement of the covenants and restrictions set forth in this Declaration, and the performance of such other duties and services as the Board of Directors shall deem to be in the best interests of the members of the Association. Certain portions of the streets within Carver Hills shall be Association Property. It shall be the specific duty and responsibility of the Association to maintain and repair all portions of the streets which shall be Association Property. The Association shall have the right to promulgate reasonable rules and regulations regarding the use of the Lots and Townhomes, the Association Property or any other portion of the Carver Hills Property (the "**Rules and Regulations**"). The Association may, but shall be under no obligation to, include in the Rules and Regulations design guidelines for the making of improvements or the placement of items on the Lots, and for the changing of the exteriors of the Homes. The Association may modify and amend the Rules and Regulations as frequently as the Board of Directors may elect to do so. Notwithstanding the inclusion of any design guidelines in the Rules and Regulations, no owner of any Lot may change the exterior of his Home or the landscaping on his Lot, unless the same has been approved by the Board of Directors, as provided for in Article VI, Section 3 of this Declaration.

The Declarant and/or the Association with Declarant's consent may form one or more sub-associations, each of which may or may not be a condominium association that conforms to the requirements of the Georgia Condominium Act (O.C.G.A. 44-3-70, et. seq.).

Section 2. Membership. Every person who is, or who becomes, a record owner of a fee or undivided fee interest in any Lot is and shall be a member of the Association; provided, however, that any such person who holds such interest merely as security for the performance of an obligation shall not be a member of the Association. The transfer of ownership of a fee or undivided fee interest in any Lot shall automatically transfer membership in the Association, and in no event shall such membership be severed from the ownership of such Lot.

Section 3. Classes of Membership; Voting Rights. The Association shall have two classes of voting membership: Class A and Class B.

(a) Class A. The Class A members shall be all those persons holding an interest required for membership in the Association, as specified in Section 2 of this Article IV, except for those persons who are Class B members. The Class A members shall be entitled to full voting privileges on the earlier of the following dates to occur: (i) the date which the Declarant may so designate by notice in a writing delivered to the Association, or (ii) the date on which the Declarant shall have conveyed all of the Lots to individual owners of Lots. Before the earlier of these dates to occur, the Class A members shall be entitled to vote only on (a) any proposal of merger, consolidation or dissolution of the Association; (b) any proposal to transfer or encumber any portion of the Association Property, except as specifically set forth in Article III, Section 5 of this Declaration; (c) any proposal pursuant to Article IX, Section 1 of this Declaration to amend this Declaration; and (d) any other matter for which it is herein specifically provided, or for which it is provided by law, that approval of each and every class of membership of the Association is required.

(b) Class B. The Declarant shall be the sole Class B member. Class B membership shall be a full voting membership and, during its existence, the Class B member shall be entitled to vote on all matters and in all events. At such time as the Class A members shall be entitled to full voting privileges, as provided in paragraph (a) hereof, the Class B membership shall automatically terminate and cease to exist, and the Class B member shall be and become a Class A member insofar as it may then hold any interest required for membership by Section 2 of this Article IV.

From and after the date at which the Class B membership automatically terminates and ceases to exist, such membership shall not be renewed or reinstated.

Section 4. Compliance; Suspension of Membership Rights; Specific Assessments.

(a) Each member shall comply with and abide by (and shall cause all persons occupying any Lot owned by such member to comply with and abide by) all provisions and restrictions set forth in this Declaration and all rules and regulations adopted by the Board of Directors regarding the use, occupancy or maintenance of the Lots or the use of the Association Property. The membership rights of any member of the Association, including the right to vote and to use the Association Property, may be suspended by the Board of Directors for violating the same in the manner provided for in the Bylaws. Any such suspension shall not affect such member's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien on the member's property in favor of the Association.

(b) In addition to the foregoing, the Board of Directors shall also have the authority to levy specific assessments ("Specific Assessments") against any member of the Association who shall fail to comply with or abide by any provision or restriction of this Declaration, or any rule or regulation adopted by the Board of Directors, regarding the use, occupancy or maintenance of the Lots or the use of the Association Property. Any Specific Assessments levied pursuant to this Section 4(b) shall be levied specifically against the member who, or whose Lot, shall not be in compliance with such provision, restriction, rule or regulation, and against all Lot(s) owned by such member, and such Specific Assessment shall be collected in the same manner as an Annual Assessment. Prior to assessing any Specific Assessments in accordance herewith, the Board of Directors shall deliver written notice to the noncompliant member of the specific nature of the violation and the action necessary by the member to cure the violation. Any member in receipt of such notice shall have ten (10) days thereafter or such longer time as the Board of Directors shall determine in its sole discretion, to cure the specified violation. After the expiration of the cure period described above, the member shall incur a Specific Assessment for each day that the violation has not been cured by the action described in the notice from the Board of Directors. In no event, however, shall the amount of each individual Specific Assessment total more than four percent (4%) of the amount of the Annual Assessments then in effect. Notwithstanding the foregoing per day limitation, each day that the applicable violation shall remain uncured shall constitute a separate violation and there is no limitation on the total number or amount of Specific Assessments that may be imposed against a member and such member's Lot(s) due to the continuation of such violation.

(c) In no event shall the failure by the Board of Directors to suspend the membership rights of any member of the Association, or to levy any Specific Assessment against such member, on account of the occurrence of any violation by such member (or for which such member is responsible) of any provision or restriction of this Declaration, or any rule or regulation adopted by the Board of Directors, be deemed to constitute a waiver by the Association of its power or authority to do so thereafter on account of the continuation of such violation or the occurrence of any subsequent violation.

Section 5. Meetings of the Membership. All matters concerning the meetings of members of the Association, including the time at which and the manner in which notice of any said meeting shall be given to members, the quorum required for the transaction of business at any meeting, and the vote required on any matter, shall be as specified in this Declaration, or in the Articles of Incorporation or the Bylaws, or by law.

Section 6. Association Acts Through Its Board of Directors. Whenever approval of, or action or inaction by, the Association is referred to or called for in this Declaration, such action, inaction or approval shall be by the Board of Directors of the Association, unless it is specifically stated in this Declaration, the Articles of Incorporation or the Bylaws with respect to such action, inaction or approval that the members of the Association must vote. No member of the Board of Directors of the Association or any officer of the Association (including, without limitation, any such individual who shall have been elected by a vote of the Class B member) shall be personally liable to any owner of any Lot for any mistake of judgment or for any other act or omission of any nature whatsoever, except for any acts or omissions found by a court of competent jurisdiction to constitute gross negligence or fraud.

Section 7. Professional Management. The Association may, but shall not be obligated to, obtain and pay for the services of any person or other entity to manage the affairs of the Association, or any part thereof, and may enter into such agreements for the management of the Association Property as the Board of Directors deems to be in the best interests of the Association.

Section 8. Safety of Owners of Lots. The Association shall not be responsible for the safety of the owner of a Lot or their lessees, guests or invitees. The Association may, but shall not be obligated, to provide security services within Carver Hills.

ALL OWNERS, OCCUPANTS, GUESTS, LICENSEES, AND INVITEES, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS DO NOT REPRESENT OR WARRANT THAT ANY SAFETY OR SECURITY MEASURES WILL BE IMPLEMENTED IN THE CARVER HILLS SUBDIVISION OR, IF IMPLEMENTED, THAT SUCH SAFETY OR SECURITY MEASURES MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT ANY SUCH SAFETY OR SECURITY MEASURES WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THEY ARE DESIGNED.

EACH OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION AND THE BOARD OF DIRECTORS ARE NOT INSURERS AND THAT EACH OWNER, OCCUPANT, GUEST, LICENSEE, AND INVITEE ASSUMES ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION AND THE BOARD OF DIRECTORS HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SAFETY OR SECURITY MEASURES IMPLEMENTED OR APPROVED.

ARTICLE V ASSESSMENTS

Section 1. Assessments; Lien Therefor. Each person other than the Declarant who shall own any Lot, by acceptance of a deed or other conveyance thereto, and by acceptance of such ownership, and by taking record title thereto, shall be deemed to covenant and agree to pay to the Association all assessments and charges which are levied by the Association against the Lot(s) owned by such person in accordance with the terms and provisions of this Declaration.

All sums lawfully assessed by the Association against any Lot and the owner thereof, shall, from the time the sums became due and payable, be the personal obligation of the owner of such Lot and constitute a lien in favor of the Association on such Lot prior and superior to all other liens whatsoever, except:

- (a) liens for ad valorem taxes on the Lot;

(b) the lien of any First Mortgage or the lien of any prior Mortgage recorded in the Deed Records of DeKalb County, Georgia prior to the recording of this Declaration; or

(c) the lien of any secondary purchase money Mortgage covering the Lot, provided that neither the grantee nor any successor grantee on the Mortgage is the seller of the Lot.

Section 2. Personal Obligation of Members. Each member of the Association other than the Declarant, by acceptance of a deed or other conveyance to the Lot(s) owned by such member, irrespective of whether it shall be so expressed in any such deed or other conveyance, and by acceptance of ownership of such Lot (s), and by taking record title to such Lot(s), shall be deemed to covenant and agree to pay to the Association:

(a) His share of the Annual Assessments which shall be levied by the Association in accordance with Section 4 hereof; and

(b) When properly authorized in accordance with Section 5 hereof, special assessments, such annual and special assessments to be fixed, established and collected from time to time as hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be the personal obligation of the person who is the owner of the Lot against which such assessments are levied at the time such assessments become due and payable. The covenant to pay assessments herein stated is and shall be a covenant running with the land.

Section 3. Purposes of Assessments. The assessments levied by the Association pursuant to this Article V shall be used to pay the costs and expenses which the Association shall incur in connection with the performance of its duties and responsibilities pursuant to this Declaration, the Articles of Incorporation and the Bylaws (such costs and expenses being herein referred to as the "**Annual Expenses**"). Without limiting the generality of the foregoing, the Annual Expenses shall include the costs of: repair and maintenance of all Association Property; payment of all governmental charges, taxes and assessments which shall be levied against all Association Property; payment of all costs and expenses incurred by the Association in connection with its operations, including, without limitation, the payment of electricity charges for all lighting located on the Carver Hills Property which does not serve a particular Lot; the payment of all charges for water and sewer service that is provided through meters that are not for only one Home or Townhome; payment of the premiums for all policies of property and liability insurance maintained by the Association with respect to Association Property; payment of the premiums for all fidelity bonds which shall be obtained by the Association; the maintenance of reserves for the repair and replacement of improvements located on the Association Property and for such other purposes as the Board of Directors shall determine, in all cases in such amounts as the Board of Directors shall determine; the payment of the fees of such management firms as the Board of Directors shall employ; and payment of the fees for the provision of such professional services as the Board of Directors shall determine to be required by the Association, including legal, accounting and architectural services; and, if applicable, trash pick-up expenses pursuant to Article VII, Section 4 hereof.

Section 4. Determination of Annual Assessment. Prior to the commencement of each fiscal year of the Association (said fiscal year being specified in the Bylaws), the Board of Directors shall estimate the total amount of the Annual Expenses which are anticipated to be incurred by the Association during such fiscal year and shall determine the amount which will be deposited during such fiscal year into reserve funds maintained by the Association. The Board of Directors shall thereupon adopt a budget for the Association's expenditures and reserve funds based upon such estimate and providing for the total annual assessment to be levied against the members of the Association for such fiscal year (the total assessment which shall be so determined and levied against all of the members of the Association for any fiscal year is herein referred to as the "**Annual Assessment**"). The amounts so determined by the Board of Directors shall be levied against all of the members of the Association other than the Declarant and all Lots not owned by the Declarant. The amount of the Annual Assessment levied against each Lot shall be the same as the amount levied against every other Lot. Each Lot not owned by the Declarant shall be liable for that share of every Annual Assessment which is so determined by the Board of Directors. The Board of Directors shall send a copy of the budget so adopted by it, together with a written notice of the amount of the Annual Assessment so determined for such fiscal year and the amount of such Annual Assessment which shall be levied against each Lot, to the owner of every Lot prior to the commencement of the fiscal year during which such Annual Assessment is to be paid. The amount of such Annual Assessment which shall be levied against each Lot shall be due and payable to the Association in such installments the Board of Directors shall determine, and after notice of the same shall have been given to all of the members of the Association by the Board of Directors, and shall be paid to the Association when due without further notice.

Section 5. Special Assessments. If for any reason, including non-payment of any assessments to the Association by the persons liable therefor, the budget adopted by the Board of Directors for any fiscal year shall prove to be inadequate to defray the Annual Expenses for such fiscal year, or if the Board of Directors shall determine that it is in the best interests of the Association to levy a special assessment to pay the costs of any capital improvements or capital repairs, the Board of Directors shall have the authority to levy a special assessment against the Lots and the owners thereof (other than the Declarant) to raise such needed funds. Any special assessment levied by the Board of Directors pursuant to the provisions of this Section 5 shall be payable at such times and such installments as the Board of Directors shall determine. Each Lot not owned by the Declarant shall be liable for the payment of an equal share of every special assessment which shall be levied by the Association pursuant to the provisions of this Section 5.

Section 6. Initiation Assessments. At the time the fee title to any Lot shall be conveyed by the owner thereof (including by the Declarant) to a successor owner, there shall be levied against such Lot a one-time initiation assessment (an "**Initiation Assessment**"). Until such time as the Class B membership shall terminate and cease to exist, as provided for in Article IV, Section 3 of this Declaration, the Initiation Assessment shall be an amount to be determined annually by the Board of Directors, but in no event more than one hundred eighty percent (180%) of the Annual Assessment per Lot for that year. After the termination of the Class B membership, the Initiation Assessment shall be equal to one hundred percent (100%) of the amount of that portion of the Annual Assessment which is in effect against such Lot at the time of the conveyance. The Initiation Assessment shall be due and payable to the Association at the time of the closing of the conveyance of the Lot in question and shall be secured by the lien of the Association on such Lot. In addition, the Initiation Assessment shall be the personal obligation of both the grantor and the

grantee of such Lot, both of whom shall be jointly and severally liable for the payment of the same. The Association shall use the amounts received by the Association from the payment of Initiation Assessments for any such purposes as the Board of Directors deems appropriate, including, without limitation, the payment of operating expenses.

Notwithstanding the foregoing, no Initiation Assessment shall be due in connection with inheritance of any Lot on account of the death of the owner thereof or in connection with the subjecting of any Lot to any Mortgage.

Section 7. Foreclosure Administration Fee. It is recognized that foreclosures of mortgages on Homes and/or Lots create substantial administrative and other burdens on the Association. These additional burdens on the Association include, but are not limited to, having to monitor the status of mortgages and legal periodicals to determine when foreclosures occur, searching the DeKalb County, Georgia land records to determine the names of the purchasers at foreclosure sales, contacting the foreclosure purchasers/owners regarding foreclosure-purchaser responsibilities and assessment obligations and updating Association records multiple times to deal with just a single Home and/or Lot. Pursuant to this Declaration, the Association is authorized to assess individual owners certain fees and expenses occasioned by and benefiting just those owners or those owners' Homes and/or Lots. In accordance with these provisions, and in addition to annual assessments, special assessments, and other charges provided for in this Declaration, except as otherwise specifically set forth in this Declaration provided below, any Person who acquires a Home and/or Lot at a foreclose sale of the mortgage on such Home and/or Lot, or by deed in lieu of a foreclosure, will be required to pay the Association a "**Foreclosure Administration Fee**" of \$925.00 at the time the foreclosure deed or deed in lieu of foreclosure is recorded in the DeKalb County, Georgia records. The Foreclosure Administration Fee shall constitute a specific assessment as described in this Declaration.

Section 8. Lots Owned by Declarant. Notwithstanding any term or provision of this Declaration which may be construed to the contrary, no Lot owned by the Declarant shall be subject to any assessment provided for in this Article V. Rather, all Lots owned by the Declarant shall be exempt from the payment of all assessments for so long as such Lots are owned by the Declarant. At such time as any Lot which is owned by the Declarant shall be conveyed or transferred away by the Declarant, all liens and assessments provided for in this Article V shall become immediately levied against such Lot and the owner of such Lot shall immediately become liable for the payment of all such assessments. The amount of each Annual Assessment which shall become so payable with respect to any Lot shall be prorated according to the respective portions of the fiscal year that such Lot was owned by the Declarant and by such successor owner.

Section 9. Effect of Non-Payment of Assessments; Remedies of the Association.

(a) In the event that any member of the Association shall fail to pay, within ten (10) days after the date the same is due and payable, any annual or special assessment, or any installment of any annual or special assessment which is payable by him to the Association, the entire amount of such assessment, including the portion thereof which would otherwise be payable in installments, may be declared by the Board of Directors to be immediately due and payable in full to the Association. All such amounts so declared by the Board of Directors to be due and payable in full to the Association shall be secured by the lien

of the Association on every Lot owned by the delinquent member, which lien shall bind such Lot or Lots in the hands of then owner, and his heirs, devisees, successors and assigns.

(b) All amounts which the Board of Directors shall declare to be due and payable pursuant to this Section 8 shall bear interest from the date of delinquency at the lower of the rate of ten (10%) percent per annum or the highest rate permitted by law, and the Association may bring legal action against the member of the Association personally obligated to pay the same, or foreclose its lien upon the Lot or Lots of such member, in either of which events such member shall also be liable to the Association for all costs and attorneys' fees which the Association shall incur in connection with the collection of such delinquent amounts.

Section 10. Budget Deficits Prior to Termination of Class B Membership.

(a) Prior to the Termination of the Class B Membership, Declarant shall have the right, but not the obligation, to pay a subsidy to the Association in order to reduce the Annual Assessment for any fiscal year. Declarant shall have the right to pay such subsidy on the terms, conditions and under such circumstances as Declarant, in its sole and absolute discretion, deems appropriate. Any such Declarant subsidy shall be disclosed as a line item in the income portion of the Association annual budget. If the Declarant elects to pay a subsidy, the amount of the subsidy shown on the annual budget shall be an estimate only, and the Declarant's obligation to fund such subsidy shall be limited to the difference, if any, between the actual operating expenses of the Association and the sum of Annual Assessments, Special Assessments, and Initiation Assessments collected by the Association in such fiscal year. Declarant's election to pay a subsidy in one (1) year shall not, under any circumstances, obligate the Declarant to pay a subsidy in future year(s).

(b) Declarant may pay a subsidy in cash, or by "in kind" contributions of services or materials, or a combination thereof. The fair market value of such services and/or materials, as agreed upon by Declarant and the Association, shall constitute the amount of the subsidy resulting therefrom. If the Association and Declarant cannot agree upon the fair market value of any services and/or materials provided as a subsidy, then Declarant shall supply the Association with a detailed explanation of the services performed and materials furnished, and the Association shall acquire a bid for performing like services and furnishing like materials from an independent contractor, which independent contractor is in the business of providing such services and materials and has been approved by Declarant. Absent manifest error, such bid shall constitute the fair market value of such services and/or materials and the amount of Declarant's subsidy resulting therefrom.

(c) Declarant, in its sole and absolute discretion, may elect to characterize all such subsidized amounts that are used to offset any actual operating deficit of the Association as loans to the Association. At Declarant's request, such loans shall be evidenced by a promissory note(s) from the Association to Declarant, due and payable upon demand, with interest at the rate of ten percent (10%) per annum after demand, unless otherwise negotiated and agreed to by the Association and the Declarant. Failure of a subsidy to be evidenced by a promissory note, however, shall not diminish or otherwise negatively impact Declarant's characterization thereof as a loan.

ARTICLE VI
ARCHITECTURAL CONTROL

Section 1. Architectural Restrictions.

(a) Pursuant to the Zoning Conditions, the exterior facades of all buildings shall include brick, stone, stucco (not EFS type) or fiber-cement siding or a combination of such materials. In no event shall any vinyl, aluminum or metallic siding be used on any building within Carver Hills.

(b) Pursuant to the Zoning Conditions, each Townhome shall have a two-car garage and the driveway in front of such garage shall be a minimum of twenty feet (20') in length in order to accommodate two additional cars. Such garages shall be used for parking and storage of vehicles only. In no event shall the garages or driveways be enclosed to provide for additional residential space.

(c) Only one (1) building may be constructed on any Lot.

(d) No structure other than a fence shall be constructed, placed or installed upon any Lot, in a location which encroaches beyond any front, side or rear building set-back line which is depicted on the Subdivision Plat.

Section 2. Combination of Lots. Excluding any Lot developed for the construction of a Townhome thereon, the owner of any two or more contiguous Lots shall have the right to cause such Lots to be combined together by furnishing the Board of Directors with a notice of his intent to do so. Upon the receipt by the Board of Directors of any such notice, the Lot created by such combination shall thereafter be deemed to be a single Lot for all purposes of this Declaration, except as hereinafter provided. Notwithstanding the foregoing, the amount of assessments for which such single Lot shall be thereafter liable pursuant to the provisions of Article V of this Declaration shall be equal to the total assessments for which all of the Lots which were so combined would have been liable had such combination not taken place.

Section 3. Architectural Control.

(a) No building, fence, wall, garage, patio, carport, playhouse, swimming pool, mail-box or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to, change in (including, without limitation, any change in the type of roofing material or in the color of the paint, stain or varnish), or alteration of, any of such structures or any landscaping be made until complete and final plans and specifications, setting forth the information hereinafter described, shall have been submitted to, and approved in writing by, the Board of Directors as to the harmony of the exterior design and general quality with the existing standards of the improvements located on the other Lots, and as to location in relation to surrounding structures and topography. In the event the Board of Directors fails to approve or disapprove such design and location within thirty (30) days after said plan and specifications have been submitted to it, said plans and specifications shall be deemed denied pursuant to this Section 3(a) of Article VI.

(b) The plans and specifications which must be submitted to the Board of Directors prior to the commencement of any structure upon any Lot, as hereinabove provided, shall contain at least the following information:

(i) A site plan showing the shape and size of the proposed structure and its location on the Lot on which the same is proposed to be constructed; and

(ii) Building plans of the proposed structure which shall include an exterior elevation drawing of the proposed structure; and

(iii) In the case of any change or improvement that is addressed in the design guidelines that are part of the Rules and Regulations, a statement regarding the extent to which the same complies with such design guidelines; and

(iv) In the case of any fence proposed to be erected on any Lot, a site plan showing the location of the proposed fence and a statement of which of the "Approved Fence Details" (as that term is defined in paragraph (c) herein below) said proposed fence shall conform to.

(c) It shall be the duty of the Board of Directors to maintain in effect a series of standardized designs of fences that may be erected upon any Lot. Said standardized fence designs which shall be so maintained by the Board of Directors are hereinafter referred to as the "**Approved Fence Details**". The Board of Directors may modify and change the Approved Fence Details, and adopt additional Approved Fence Details, at any time, and from time to time, as the Board of Directors believes to be in the best interests of the owners of the Lots. The Board of Directors shall furnish the owner of any Lot with a copy of the then existing Approved Fence Details upon such Lot owner's request. In no event shall any fence be erected on any Lot unless the design of such fence shall conform to the then existing Approved Fence Details.

The owner of any Lot who shall erect a fence on his Lot shall have the right to connect such fence to any fence which then exists on any adjoining Lot, if the Board of Directors shall approve such connection. That is, if the Board of Directors shall approve the connection of a fence to a fence located on an adjoining Lot, then the owner of the adjoining Lot shall be obligated to allow such connection to take place. In addition, the Board of Directors may condition its approval of any proposed fence on the same being connected to an existing fence on an adjoining Lot. It is the intent of this paragraph to enable the Board of Directors to minimize the number of fences that shall be erected on the Carver Hills Property if the Board shall determine that said minimization of fences is in the best interests of the community from an aesthetic point of view.

(d) The Association shall upon demand at any time, furnish to any member of the Association a certificate in writing signed by an officer of the Association, stating that any building, fence, wall, garage, patio, carport, playhouse, swimming pool, mail-box or other structure erected upon such owner's Lot, or any exterior addition to, change in, or alteration of any structure owned by such member on a Lot or the landscaping located thereon, is in

compliance with the provisions of this Section 3 of Article VI and the Rules and Regulations, and such certificate shall be conclusive as to whether the same is in such compliance.

(e) In the event that any construction or alteration work is undertaken or performed upon any Lot without application having been first made and approval obtained as provided in paragraph (a) of this Section 3, said construction or alteration work shall be deemed to be in violation of this covenant, and the person upon whose Lot said construction or alteration work was undertaken or performed may be required to restore to its original condition, at his sole expense, the property upon which said construction or alteration was undertaken or performed. Upon the failure or refusal of any person to perform the restoration required herein, the Board of Directors, or their authorized agents or employees, may, after ten (10) days' notice to such person, enter upon the property upon which such unauthorized construction or alteration work has been performed, and make such restoration as the Board of Directors, in the exercise of its discretion, may deem necessary or advisable. The person upon whose Lot such restoration work shall have been so performed shall be personally liable to the Association for all direct and indirect costs which the Association shall incur in the performance of such restoration work, and the liability for such cost shall be secured by all the liens, and shall be subject to the same means of collection, as the assessments provided for in Article V of this Declaration. Such costs shall be paid to the Association by the person liable for the same at the same time as the next due Annual Assessment payment, as provided in Section 4 of Article V of this Declaration, or at such earlier time, and in such installments, as the Board of Directors shall determine.

Section 4. Declarant Exemption. Notwithstanding anything stated to the contrary herein, nothing contained in this Article VI shall be construed as prohibiting any construction by the Declarant upon any Lot while such Lot is owned by the Declarant, provided, however, that such construction is in compliance with the requirements specified in Article VI, Section 1 of this Declaration. Any new construction performed by the Declarant upon any Lot while such Lot is owned by the Declarant shall be exempt from the provisions of Section 3 of this Article VI.

Section 5. Architectural Advisory Committee. The Board of Directors shall be authorized to appoint an architectural advisory committee to advise it and assist it in connection with its performance of its responsibilities under Section 3 of this Article VI. The functions which may be performed by any such architectural advisory committee shall include reviewing plans and specifications which are submitted to the Board of Directors in connection with proposals to construct or alter improvements upon the Lots and to make recommendations to the Board of Directors with respect to such plans and specifications.

ARTICLE VII RESTRICTIONS

In order to provide for the maximum enjoyment of the Lots by all of the residents thereof and to provide protection for the value of the same, the use of the Lots shall be restricted to, and shall be only in accordance with, the following provisions:

Section 1. Single-Family Use. All of the Lots shall be restricted exclusively to single-family residential use. The term "single-family" shall include one or more related or unrelated

adults, as well as the children of any such adults. No Lot shall at any time be used for any commercial, business or professional purpose. Notwithstanding the foregoing, however, nothing set forth in this Section 1 shall prohibit: (a) the Declarant from conducting such sales, leasing and promotional activities on any Lot as said Declarant shall determine; or (b) the owner of any Lot from using a portion of a building located on such Lot as an office, provided that such use does not create regular customer or client traffic to and from such Lot and no sign, logo, symbol or nameplate identifying such business is displayed anywhere on such Lot.

Section 2. Prohibited Activities. No noxious or offensive activity shall be conducted on any Lot. Each owner of any Lot, his family, tenants, guests and invitees, shall refrain from any act or use of his property which could reasonably cause embarrassment, discomfort, annoyance or nuisance to any other resident or residents of any other Lot.

Section 3. Nuisances. No nuisance shall be permitted to exist upon any Lot. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot, or any portion thereof.

Section 4. Trash. No portion of any Lot shall be used as a dumping ground for rubbish, trash or garbage, nor shall any rubbish, trash or garbage be permitted to accumulate upon any Lot. Garbage containers shall be stored in a garage or screened on each Lot so that the same shall not be visible from the street or from any part of any other Lot. All rubbish, trash and garbage shall be regularly removed. The Association may contract with a private trash collection company to pick up all usual and customary household trash on a regular basis. In the event the Association contracts with a private trash collection company, the owner of each Lot shall be obligated to use such company. The expense for trash pick-up may be collected from each individual Lot owner as part of the Annual Assessments or Special Assessments under Article V hereof, or the garbage provider may bill the owner of each Lot individually. Trash and recycling receptacles shall be placed at the curb no earlier than 5:00 p.m. the day before pick up and shall be removed within twenty-four (24) hours. Trash pick-up shall also be subject to such reasonable rules and regulations as the Board of Directors may adopt.

Section 5. Animals. No Lot shall be used for the keeping or breeding of livestock animals or poultry of any kind, except that a reasonable number of household pets, as determined by the Board of Directors, may be kept, provided that they are neither kept for breeding nor maintained for any commercial purpose, and provided that none of such pets are permitted to be a source of annoyance to any other resident or residents of any other Lot.

Section 6. Signs. No sign of any kind or character shall be erected on any portion of any Lot, or displayed to the public on any portion of any Lot, without the prior written consent of the Board of Directors, except for customary name and address signs and one "for sale" sign advertising a Lot for sale. The restriction herein stated shall include the prohibition of placement of any sign within a building located on any Lot in a location from which the same shall be visible from the outside and the placement of any sign in or upon any motor vehicle.

Section 7. Antennas; Aerials; Satellite Dishes. No antennas, aerials, satellite dishes or other reception devices having a diameter or diagonal measurement greater than one meter shall

be installed on any Lot. So long as reception of an acceptable quality is not precluded, the antenna, aerial, satellite dish or other reception device of appropriate size shall be located only on that portion of the Lot which is least visible from public view and shielded so as to minimize any risk and to ensure a nuisance is not created or as otherwise specified in the Rules and Regulations.

Section 8. Clotheslines. No clothesline shall be erected on any portion of any Lot.

Section 9. Flags, Decorative Signs, and Banners. Any flag, decorative sign, or banner to be erected or displayed on a Lot shall require the prior written approval of the Board of Directors which approval may or may not be given in the sole discretion of the Board of Directors. Notwithstanding the foregoing, approval of the Board of Directors shall not be required to display the flag of the United States of America on a Lot in accordance with the provisions of the U.S. Flag Code (36 US Code 10). No stand-alone flagpoles shall be allowed on a Lot. No more than one flag may be flown on a Lot at any given time. Any flag displayed on a Lot, whether the United States flag or a seasonal/decorative flag, shall: (a) be displayed by a bracket attached to the Home, (b) be on a removable pole no longer than 5', and (c) not exceed a maximum size of 3' x 4'. Proper flag etiquette must be observed, and the flag may not be torn, tattered, faded or of a controversial type as determined in the sole discretion of the Board of Directors. The Board of Directors may promulgate additional reasonable rules and regulations with respect to the display of any flag, banner, or decorative sign.

Section 10. Window Air-Conditioners. No air-conditioner shall be installed in any window of any building located on any Lot, nor shall any air-conditioner be installed on any building located on any Lot so that the same protrudes through any exterior wall of such building.

Section 11. Temporary Structures. Subject to the right of the Declarant to promote the sale of Lots, no structure of a temporary character, including, without limitation, any trailer, tent, shack, garage or other building, shall be permitted on any Lot at any time, whether temporarily or permanently, except with the prior written consent of the Board of Directors; provided, however, that temporary structures may be erected or placed upon a Lot for use in connection with the repair or construction of structures upon such Lot.

Section 12. Parking; Vehicles; Trailers; Boats; Automobiles.

(a) No vehicles or any portions of vehicles shall park, protrude or otherwise encroach into any alleyway shown on any plat depicting the Carver Hills Property or any portion thereof. The Association shall maintain signage reflecting the "No Parking" areas in accordance with the Zoning Conditions.

(b) Except as approved in writing by the Board of Directors and except for public safety vehicles, no vehicle (including, but not limited to, a standard passenger automobile) shall be parked on any portion of the Carver Hills Property (including Association Property, Lots, streets and roadways) other than within a garage on a Lot or on the paved driveway on a Lot.

(c) No passenger vehicle (including a standard passenger automobile) may be stored or repaired on any Lot except as provided in paragraph (c) hereof, or except on the paved driveway located on such Lot.

(d) No recreational vehicle, camper, motor home, trailer, boat, watercraft, motorcycle, go-cart or any similar type of vehicle and no truck or passenger vehicle which is not in operating condition with a then current license tag, and no "commercial vehicle" of any kind, may be stored or repaired upon any Lot, except only within the garage on the Lot, and with the door of such garage kept in a closed position. For the purposes of this paragraph (c), a "commercial vehicle" shall mean any vehicle (including a standard passenger automobile) which bears any indicia of commercial use, including, but not limited to, writing, logos, ladders, ladder racks or signage of a business or commercial nature. The foregoing shall not be deemed to prohibit service vehicles being present on any Lot while the same are being used in connection with the providing of service to such Lot.

(e) The restrictions set forth in subsections (a), (b), (c) and (d) above shall not apply to Declarant for so long as Declarant holds title to any portion of the Carver Hills Property for sale or development.

Section 13. Subdivision of Lots. No Lot may be further subdivided into any smaller Lot.

Section 14. Leasing of Homes. Except as provided herein, the leasing of Homes shall be prohibited. "Leasing" for purposes of this Declaration, shall mean the regular, exclusive occupancy of a Home by any person other than the owner thereof. If the owner of the Home is a corporation, partnership, company or other legal entity, for the purposes hereof, the individual(s) with ownership interest(s) in such entity (e.g. stockholder, partner, member) shall constitute owner(s) thereof for the purposes of this Section 14. For purposes hereof, occupancy by a roommate and owner of a Home who occupies the Home as such owner's primary residence shall not constitute "Leasing".

(a) **General.** Owners desiring to lease their Homes may do so only if they have applied for and received from the Board of Directors a "**Leasing Permit**" or a "**Hardship Leasing Permit**". Such a permit, upon its issuance, will allow an owner to lease his or her Home provided that such leasing is in strict accordance with the terms of the permit and this Section 14. The Board of Directors shall have the authority to establish conditions as to the issuance, duration and use of such Leasing Permits consistent with this Declaration including, but not limited to, this Section 14. The conditions, if any, established by the Board of Directors for the issuance of Leasing Permits may allow for exceptions in specific hardship situations. All Leasing Permits shall be valid only as to a specific owner of a Home and shall not be transferable between either Homes or owners of Homes (except as specifically permitted pursuant to Article VII, Section 14(b)(A)(1),(2) or (3) below).

(b) **Leasing Permits.** Pursuant to the Zoning Conditions, no more than twenty-five percent (25%) of the residences in Carver Hills may be renter occupied at one time. The request of an owner of a Home for a Leasing Permit for a Home shall be approved if current, outstanding Leasing Permits have not been issued for more than twenty-five percent (25%) of the total number of Homes. A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (A) the sale or transfer of the Home to a third party (excluding sales or transfers to (1) an owner's spouse, (2) a person cohabitating with the owner, and (3) a corporation, partnership, company, or legal entity in which the owner is a

principal); (B) the failure of an owner of a Home to lease his Home within one hundred eighty (180) days of the Leasing Permit having been issued; or (C) the failure of an owner of a Home to have his Home leased for any consecutive one hundred eighty (180) day period thereafter. If current Leasing Permits have been issued twenty-five percent (25%) or more of the total number of Homes, no additional Leasing Permits shall be issued until the number of outstanding current Leasing Permits falls below twenty-five percent (25%) of the total number of Homes. An owner of a Home who has been denied a Leasing Permit shall automatically be placed on a waiting list for a Leasing Permit and shall be issued the same if he so desires when the number of current outstanding Leasing Permits issued falls below twenty-five percent (25%) or less of the total number of Homes. The issuance of a Hardship Leasing Permit to an owner of a Home shall not cause the owner of a Home to be removed from the waiting list for a Leasing Permit.

(c) Hardship Leasing Permits. If the failure to lease will result in a hardship, the owner of a Home may seek to lease his Home on a hardship basis by applying to the Board of Directors for a Hardship Leasing Permit. The Board of Directors shall have the authority to issue or deny requests for Hardship Leasing Permits in its discretion after considering the following factors: (A) the nature, degree, and likely duration of the hardship, (B) the harm, if any, which will result to the community if the permit is approved, (C) the number of Hardship Leasing Permits which have been issued to other owners of Homes, (D) the ability of the owner of a Home to cure the hardship, and (E) whether previous Hardship Leasing Permits have been issued to the owner of the applicable Home. A "hardship" as described herein shall include, but not be limited to the following situations: (1) an owner of a Home must relocate his residence outside the Atlanta metropolitan area and cannot, within six (6) months from the date that the Home was placed on the market, sell the Home except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) where the owner of a Home dies and the Home is being administered by his estate; and (3) the owner of a Home takes a leave of absence or temporarily relocates and intends to return to reside in the Home. Hardship Leasing Permits shall be valid for a term not to exceed one (1) year. Owners of Homes may apply for additional Hardship Leasing Permits. Hardship Leasing Permits shall be automatically revoked if during the term of the permit, the owner of a Home is approved for and receives a Leasing Permit.

(d) Leasing Provisions. Homes may be leased only in their entirety; no fraction or portion may be leased. There shall be no subleasing of Homes or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one (1) year. Within five (5) days after executing a lease agreement for the lease of a Home, the owner shall provide the Board of Directors with a copy of the lease, the name of the lessee and all other people occupying the Home, and identify the commencement date and the termination date of the lease. The owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations and obtain from the lessee a written acknowledgement (in the lease agreement or separate instrument) an agreement by the lessee (on behalf of lessee and all other occupants of the Home) to comply therewith and be bound thereby. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee

Section 15. Enforcement by Members. In the event that the owner of any Lot, or any person who is entitled to occupy any Lot, shall fail to comply with or abide by any restriction set forth in this Article VII, then the owner of any other Lot who is aggrieved by such failure of compliance or abidance shall have the right to proceed at law or in equity to compel such owner or such occupant to comply therewith and abide thereby. Additionally, any owner of any Lot who, or whose lessee, shall fail to comply with or abide by any such restriction shall be liable for any damages as may be suffered by any other owner of any Lot as a consequence of such failure.

ARTICLE VIII MAINTENANCE OF LOTS AND LANDSCAPING

Section 1. Areas Maintained by Association. Except as provided otherwise provided herein, the Association shall be responsible for maintaining the grass and the grounds of any Lot, except for (a) grounds enclosed in a fence in accordance with Section 3 of Article VI, or (b) landscaping, other than "standard landscaping" installed by the owner of a Lot in accordance with the terms hereof. Such maintenance shall consist of normal grass mowing and any other activity necessary to keep such grounds in a condition that is satisfactory to the Board of Directors. For the purposes hereof, "standard landscaping" shall mean landscaping installed by the Declarant in connection with the development of the Lot and construction of the Home thereon, along with comparable replacements thereof from time to time.

Section 2. Areas Maintained by Owner. The owner of each Lot shall be obligated to keep and maintain, in a neat, sanitary and attractive condition which is satisfactory to the Board of Directors (a) any area of such Lot which is enclosed within a fence erected in accordance with Section 3 of Article VI hereof, and (b) any landscaping that does not constitute standard landscaping. In the event that the owner of any Lot shall fail to maintain any portions of the grass or grounds of the Lot for which such owner is responsible hereunder in a condition which is satisfactory to the Board of Directors, the Board of Directors shall have the right, exercisable by it or through its agents or employees, and after giving to the owner of such Lot at least ten (10) days' notice and an opportunity to correct the unsatisfactory condition, to enter upon such Lot and correct the unsatisfactory condition. The owner of the Lot upon which such maintenance work is performed by Association (or its agents or employees) shall be personally liable to the Association for all direct and indirect costs as may be incurred by the Association in connection with the performance of such maintenance work, and the liability for such costs shall be secured by all the liens, and shall be subject to the same means of collection, as are the assessments and charges provided in Article V of this Declaration. In addition, all such costs shall be paid to the Association by such owner at the same time as the next due Annual Assessment payment, as provided in Section 4 of Article V of this Declaration, or at such earlier time, and in such installments, as the Board of Directors shall determine.

ARTICLE IX AMENDMENT

Section 1. Amendment by the Association. The terms, provisions, covenants and restrictions of this Declaration may be amended upon the approval of such amendment by (a) those members of the Association who own in the aggregate, no-fewer than sixty-seven percent (67%) of the Lots, and (b) the Declarant, if the Declarant shall then own any Lot or any other portion of

the Carver Hills Property. Notwithstanding the foregoing, the Board of Directors, but only with the written consent of the Declarant (if the Declarant shall then own any Lot or any other portion of the Carver Hills Property), and without a vote of the members, may amend this Declaration for the sole and exclusive purpose of electing to be governed by the Georgia Property Owners' Association Act O.C.G.A. 44-3-220 et seq. The approval of any such amendment by the members of the Association shall be given by each such member either casting a vote in favor of such amendment at a meeting of the members of the Association duly called for such purpose, or by such member signing a written approval of such amendment after the date on which such meeting was held, notwithstanding anything set forth to the contrary in the Articles of Incorporation or Bylaws. If any amendment pursuant to this Section 3 is required to be approved by the Declarant, such approval shall be given only by Declarant executing a written approval of the same.

Section 2. Amendment by the Declarant. Declarant shall have the unilateral right (without the approval of the members of the Association), for so long as the Declarant holds title to any portion of the Carver Hills Property for sale or development to amend this Declaration: (a) to comply with applicable governmental laws, ordinances or regulations, (b) to comply with the requirements of institutional or governmental lenders, purchasers, guarantors, or insurers of mortgage loans (including the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association) to make, purchase, guarantee, or insure mortgage loans on the Homes, (c) to enable a reputable title insurance company to issue a policy of title insurance with respect to the Homes, and (d) for any other purpose provided that, as to any amendment pursuant to this subsection (d), such amendment does not adversely affect: (i) the rights of the owner of any Lot in any material respect, or (ii) title to any Lot unless, as to (i) or (ii), Declarant has obtained the written consent of the owner of the applicable Lot. In addition to Declarant's right to amend this Declaration as set forth above, for a period of ten (10) years after the recording of this Declaration in the public records of DeKalb County, Georgia, Declarant shall have the unilateral right (without the approval of the members of the Association), to amend this Declaration to add property as part of the Carver Hills Property provided that such additional property is located within one (1) mile of the exterior boundary of the original Carver Hills Property, and such additional property is owned by Declarant.

Section 3. Requirements for Effectiveness of Any Amendment. Any amendment to the terms, provisions, covenants or restrictions of this Declaration shall become effective only upon the recording in the Deed Records of DeKalb County, Georgia, of an instrument setting forth such amendment and stating the applicable provision (Section 1 or 2 of this Article IX) under which the Declaration is being amended. If the Declaration is being amended pursuant to Section 1 of this Article IX, such amendment must be certified by the incumbent Secretary of the Association and include a statement that the approval of the members of the Association or the Board of Directors, as applicable, which, under the provisions of Section 1 of this Article IX, is required for such amendment to be effective, has been given and obtained; and containing the written approval of the Declarant, if the same is required (as provided in Section 1 above). If Declarant is amending this Declaration pursuant to Article IX, Section 2(d) above, such amendment must include (a) a statement that the amendment does not adversely affect the rights of the owner of any Lot in any material respect and does not adversely affect title to any Lot, or (b) evidence of the written approval of the owner of any Lot whose rights are adversely affected or in which title is adversely affected.

The matters set forth in such instrument shall be presumed to be true and accurate and the amendment which is set forth in such instrument shall be effective, unless it shall be determined by a court of competent jurisdiction that the matters certified to in such instrument are not true and accurate.

Section 4. Acknowledgement of Amendment Procedures. Each person who shall own any Lot, by acceptance of a deed or other conveyance thereto, and by acceptance of such ownership, and by taking record title thereto, and each holder of a Mortgage upon any portion of any Lot, by acceptance of such Mortgage, thereby agrees that the terms, provisions, covenants and restrictions of this Declaration may be amended as provided in this Article IX.

ARTICLE X MISCELLANEOUS

Section 1. Failure of Enforcement. In the event that the Association shall fail to enforce the compliance with any of the provisions of this Declaration by the owner of any Lot, then the owner of any other Lot shall have the right to file an action in the Superior Court of DeKalb County, Georgia for an order from such Court requiring that the Association enforce such compliance; provided, however, in no event shall the Board of Directors, or any officer of the Association, or any of their agents, be personally liable to anyone on account of their failure to enforce any of the terms, provisions or restrictions set forth in this Declaration.

Section 2. Waivers. In no event shall the failure by the Association to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements set forth in this Declaration be construed as a waiver or relinquishment of the future enforcement of any such term, covenant, condition, provision, or agreement. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision or agreement shall not be deemed a waiver of such breach, and no waiver by the Association of any term, covenant, condition, provision or agreement shall be deemed to have been made unless expressed in writing and signed by a duly authorized officer of the Association.

Section 3. Duration. This Declaration, and all of the terms, easements, provisions, liens, charges, restrictions and covenants set forth herein, shall run with and bind the land (the Lots), shall be and shall remain in effect, and shall inure to the benefit of, and be enforceable by, the Association, and by any owner of any Lot, their respective legal representatives, heirs, successors and assigns, perpetually.

Section 4. Notices Unless otherwise prohibited by the Bylaws or this Declaration, all notices and other communications required by this Declaration or the Bylaws shall be in writing and shall be given by: (a) personal delivery; (b) United States mail, first class, postage prepaid; (c) statutory overnight delivery; (d) electronic mail; (e) facsimile; or (f) a secure web site, provided that notice shall be deemed given via website only upon proof that the addressee has retrieved the message. Notices given by one of the methods described in (a), (b), (c), (d), or (e) above shall be given:

(i) If to the owner of a Lot, to the address, electronic mail address or facsimile number that such owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Lot of such owner;

(ii) If to the occupant of a Home, to the address, electronic mail address or facsimile number that the occupant of such Home has designated in writing with the Secretary or, if no such address has been designated, at the address of the Lot on which the occupied Home is located; or

(iii) If to the Association, the Board of Directors or the managing agent, to the postal address, facsimile or electronic mail address of 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. The Secretary shall promptly provide notice to all owners of the Lots of any such change in address.

Section 5. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 6. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons or other entities violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Lots, to enforce any liens created by this Declaration.

Section 7. Successors to Declarant. In no event shall any person or other entity succeeding to the interest of the Declarant by operation of law or through purchase of the Declarant's interest in all or any portion of the Carver Hills Property at foreclosure, sale under power or by deed in lieu of foreclosure, be liable for any act, omission or matter occurring, or arising from any act, omission or matter occurring, prior to the date such successor succeeded to the interest of the Declarant.

Section 8. Assignment of Declarant Rights. Arroyo and Declarant entered into that certain Option Agreement dated as of December 6, 2016 (as amended from time to time, the "Option Agreement"). As required by the Option Agreement, Declarant has executed an assignment of declarant rights (the "Assignment of Declarant Rights") to be held in escrow. Pursuant to Section 8.6 of the Option Agreement, if Century has not acquired all of the Lots available to be purchased under the Option Agreement on or before the earlier of (a) February 6, 2020, or (b) termination of the Option Agreement, then (i) Arroyo shall automatically become the sole Declarant under this Declaration, (ii) Century's right to exercise the powers of the Declarant hereunder shall terminate, (iii) Arroyo shall have the exclusive right to exercise the Declarant's rights hereunder, and (iv) the Assignment of Declarant Rights shall be released from escrow and recorded.

Section 9. Non Discrimination. No action shall be taken by the Association or the Board of Directors which would discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status or handicap.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Century Communities of Georgia, LLC and The Heights at Carver Hills Homeowners Association, Inc. have caused this Declaration to be executed by their duly authorized officers on the day and year first above written.

Signed, sealed and delivered in the presence of:

CENTURY COMMUNITIES OF GEORGIA, LLC

Christina S
Unofficial Witness

By: *Ted Turner*
Ted Turner, SVP – Land

Elizabeth Fowler
Notary Public



My Commission Expires:

February 16, 2021

Exact Date of Execution by Notary Public:

March 22, 2018
[AFFIX NOTARIAL SEAL]

Signed, sealed and HOMEOWNERS delivered in the presence of:

THE HEIGHTS AT CARVER HILLS ASSOCIATION, INC.

Christina S
Unofficial Witness

By: *Ted Turner*
Ted Turner, President

Elizabeth Fowler
Notary Public



My Commission Expires:

February 16, 2021

Exact Date of Execution by Notary Public:

March 22, 2018
[AFFIX NOTARIAL SEAL]

Written Consent of Arroyo Cap I, LLC

IN WITNESS WHEREOF, the undersigned Owner of all or a portion of the property described in Exhibit A consents to this Declaration of Covenants and Restrictions for Carver Hills, including all attachments and Exhibits and hereby executes this instrument under seal, this 21 day of March, 2018.

Arroyo Cap I, LLC, a California limited liability company

By:
Name:
Title:

[Signature]

Wright Austin

EVP

Signed, sealed and delivered in the presence of

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC

My Commission Expires: Oct. 7. 2021

[AFFIX NOTARY SEAL]



EXHIBIT A**LEGAL DESCRIPTION**

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 335 of the 18th District, DeKalb County, Georgia and being more particularly described as follows:

Beginning at a spike found, located at the intersection of Land Lots 342, 343, 334 and 335, said point being the POINT OF BEGINNING; thence South 89 degrees 43 minutes 21 seconds East a distance of 438.01 feet to an angle iron found; thence South 89 degrees 47 minutes 00 seconds East a distance of 60.95 feet to a 1" crimp top found; thence South 89 degrees 43 minutes 03 seconds East a distance of 367.54 feet to a 1/2" open top found; thence North 88 degrees 13 minutes 17 seconds East a distance of 198.98 feet to a 1" crimp top found; thence South 89 degrees 07 minutes 06 seconds East a distance of 71.08 feet to a point; thence continue easterly along said line a distance of 37.07 feet to a 1" open top found; thence South 89 degrees 26 minutes 40 seconds East a distance of 216.60 feet to a R/W Monument; thence continue easterly along said line, a distance of 48.04 feet to a point; thence South 00 degrees 13 minutes 39 seconds East a distance of 99.49 feet to a point; thence continue southerly along said line, a distance of 712.81 feet to a R/W Monument; thence South 11 degrees 20 minutes 19 seconds West a distance of 87.02 feet to a R/W Monument; thence South 26 degrees 59 minutes 01 seconds West a distance of 146.73 feet to a R/W Monument; thence South 28 degrees 06 minutes 47 seconds West a distance of 145.44 feet to a R/W Monument; thence North 88 degrees 52 minutes 43 seconds West a distance of 79.05 feet to a point; thence North 48 degrees 24 minutes 28 seconds West a distance of 79.56 feet to a point; thence South 01 degrees 26 minutes 32 seconds West a distance of 130.46 feet to a point; thence South 83 degrees 21 minutes 26 seconds West a distance of 47.13 feet to a R/W Monument; thence continue westerly along said line, a distance of 241.97 feet; thence South 83 degrees 15 minutes 34 seconds West a distance of 120.31 feet to a R/W Monument; thence North 01 degrees 57 minutes 35 seconds West a distance of 89.57 feet to a point; thence South 75 degrees 42 minutes 34 seconds West a distance of 99.99 feet to a point; thence North 03 degrees 44 minutes 00 seconds West a distance of 74.66 feet to a point; thence North 04 degrees 06 minutes 25 seconds West a distance of 48.06 feet to a point; thence North 84 degrees 41 minutes 16 seconds West a distance of 295.84 feet to a point; thence South 07 degrees 33 minutes 13 seconds West a distance of 49.86 feet to a R/W Monument; thence North 39 degrees 42 minutes 54 seconds West a distance of 113.95 feet to a point; thence 27.71 feet along an arc of a curve to the right, said curve having a radius of 41.75 feet and a chord bearing and distance of North 89 degrees 40 minutes 10 seconds West 27.20 feet to a point; thence 19.64 feet along an arc of curve to the right, said curve having a radius of 64.24 feet and a chord bearing and distance of North 61 degrees 53 minutes 53 seconds West 19.57 feet to a point; thence 24.31 feet along an arc of a curve to the right, said curve having a radius of 41.56 feet and a chord bearing and distance of North 33 degrees 59 minutes 00 seconds West 23.97 feet to a point; thence 15.82 feet along an arc of a curve to the right, said curve having a radius of 29.01 feet and a chord bearing and distance of North 01 degrees 36 minutes 12 seconds West 15.62 feet to a point; thence 20.33 feet along an arc of a curve to the right, said curve having a radius of 103.11 feet and a chord bearing and distance of North 19 degrees 39 minutes 56 seconds East 20.29 feet to a point; thence North 41 degrees 54 minutes 35 seconds

West a distance of 23.47 feet to a R/W Monument; thence North 40 degrees 38 minutes 14 seconds West a distance of 299.88 feet to a #4 rebar found; thence North 00 degrees 50 minutes 12 seconds East a distance of 69.02 feet to a #4 rebar found; thence North 00 degrees 05 minutes 57 seconds West a distance of 99.87 feet to a point; thence North 00 degrees 07 minutes 09 seconds West a distance of 100.09 feet to a 1" open top found; thence North 00 degrees 22 minutes 26 seconds East a distance of 114.71 feet to a 1" open top found; thence North 00 degrees 04 minutes 56 seconds East a distance of 113.77 feet to a 1" open top found; thence North 00 degrees 11 minutes 05 seconds East a distance of 111.55 feet to a 1" open top found; thence North 01 degrees 03 minutes 34 seconds East a distance of 111.60 feet to a spike found and the TRUE POINT OF BEGINNING.

Said tract containing 36.481 acres.

EXHIBIT B

BYLAWS

OF

THE HEIGHTS AT CARVER HILLS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
OFFICE

Section 1.1 The Heights at Carver Hills Homeowners Association, Inc. (the "Association") shall at all times maintain a registered office in the State of Georgia and a registered agent at that address. The Association may also have such other offices as the Board of Directors shall determine.

ARTICLE II
DEFINITIONS

Section 2.1 Unless the context requires otherwise, the terms defined in the Declaration of Covenants and Restrictions for The Heights at Carver Hills, recorded in the Office of the Clerk of the Superior Court of DeKalb County, Georgia (the "Declaration", the Declaration being incorporated herein in its entirety) shall have the same meanings for purposes of these Bylaws as are ascribed to them in the Declaration.

ARTICLE III
MEMBERS

Section 3.1 Membership. The Association shall have two classes of membership, Class A and Class B, which classes of membership shall have the rights conferred upon them by the Declaration and the Articles of Incorporation of the Association, and these Bylaws.

Section 3.2 Annual Meeting. A meeting of the members of the Association shall be held annually at such time and place on such date as the Board of Directors shall determine from time to time.

Section 3.3 Special Meetings. Special meetings of the members of the Association (each, a "Member" and collectively, the "Members") may be called at any time by the President (as hereinafter defined) of the Association. Additionally, it shall be the duty of the President to call a special meeting of the Members upon being presented with a written request to do so signed (i) by a majority of the members of the Board of Directors, or (ii) after the termination of the Class B membership, by the Members entitled to cast no less than forty percent (40%) of the total vote of the Association.

Section 3.4 Notice of Meetings. It shall be the duty of the Secretary (as hereinafter defined) of the Association to give a notice to each Member of each meeting of the Members within the time limits required by Section 14-3-705 of the Georgia Nonprofit Corporation Code.

Each notice of a meeting shall state the purpose thereof as well as the time and place where it is to be held.

Section 3.5 Quorum. A quorum shall be deemed present throughout any meeting of the Members until adjourned if Members, in person or by proxy, entitled to cast more than one-fourth (1/4) of the votes of the Association are present at the beginning of such meeting.

Section 3.6 Voting. On all matters upon which the Members are entitled to vote, each Member shall be entitled to cast one (1) vote for each home in which he shall own of record a fee interest or an undivided fee interest. In no event, however, shall more than one vote be cast with respect to any home.

During any period in which a Member shall be in default in the payment of any amount due and owing to the Association, the vote which is allocated to any home in which such Member owns a fee interest shall not be counted for any purpose.

Section 3.7 Adjournments. Any meeting of the Members, whether or not a quorum is present, may be adjourned by the holders of a majority of the votes represented at the meeting to reconvene at a specific time and place. It shall not be necessary to give any notice of the reconvened meeting, if the time and place of the reconvened meeting are announced at the meeting which was adjourned. At any such reconvened meeting at which a quorum is represented or present, any business may be transacted which could have been transacted at the meeting which was adjourned.

ARTICLE IV DIRECTORS

Section 4.1 Number. The number of members of the Board of Directors shall be three (3). From and after the election of the first Board of Directors to be elected by the Class A Members, the Board of Directors shall continue to consist of three (3) members.

Section 4.2 Appointment and Election. Until the termination of the Class B membership, as provided in the Declaration and the Articles of Incorporation of the Association, the members of the Board of Directors shall be elected annually by the Class B Member.

From and after the termination of the Class B membership, as provided in the Declaration and the Articles of Incorporation of the Association, the members of the Board of Directors (except for the members of the first Board of Directors to be elected after the termination of the Class B membership) shall be elected at each annual meeting of the Members of the Association and shall serve for a term of one year and until their successors are elected.

Each Member entitled to vote shall be entitled to cast one (1) vote for each home owned by such Member for each directorship to be filled on the Board of Directors. Cumulative voting shall not be permitted. The candidates receiving the most votes shall be elected.

Section 4.3 Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining members of the Board of Directors, though less than a quorum of the Board of Directors.

Section 4.4 Duties and Powers. Except as specifically provided otherwise in the Georgia Nonprofit Corporation Code, the Declaration, the Articles of Incorporation of the Association or these Bylaws, the powers inherent in or expressly granted to the Association may be exercised by the Board of Directors, acting through the officers of the Association, without any further consent or action on the part of the Members. The Board of Directors shall also have the responsibility of discharging all of the duties imposed upon the Board of Directors under the terms and provisions of the aforesaid instruments.

Without limiting the generality of the provisions of this Section 4.4, the Board of Directors shall have the following specific powers:

(a) To suspend the membership rights of any Member of the Association, including the right to vote and use the Association Property and the facilities located thereon, during the period of time such Member shall be delinquent in the payment of any assessment, assessment installment, or any other amount or amounts as shall be due and payable to the Association, or shall fail to comply with or abide by any rule or regulation adopted by the Board of Directors in regard to the Association Property; and

(b) To enter into management agreements for the Association.

Section 4.5 Regular Meetings. Until such time as the Class B membership shall terminate, the Board of Directors shall not be required to hold regular meetings and the Board of Directors shall meet as often as the President shall determine. Thereafter, the Board of Directors shall meet no less frequently than once every six months.

Section 4.6 Special Meetings. Special Meetings of the Board of Directors may be called at any time by the President, or by any two (2) members of the Board of Directors, on two (2) days' notice to each member of the Board of Directors, which notice shall specify the time and place of the meeting. Notice of any such meeting may be waived by an instrument in writing executed before or after the meeting. Attendance in person at any meeting shall constitute a waiver of notice thereof.

Section 4.7 Compensation. No fee or compensation shall be paid by the Association to the members of the Board of Directors for their services in said capacity unless such fee or compensation is approved by a majority of the votes of the Members cast at a duly convened meeting thereof, and in no event shall any member of the Board of Directors receive any compensation from the Association for serving as a member of the Board of Directors prior to the termination of the Class B membership. The Board of Directors shall be entitled in all events, however, to reimbursement for reasonable expenses incurred by them in the performance of their duties.

ARTICLE V OFFICERS

Section 5.1 General Provisions. The officers of the Association shall consist of a "President", a "Vice President", a "Secretary" and a "Treasurer". In addition, the Association shall have such other officers as the Board of Directors shall deem to be desirable in connection with

the administration of the affairs of the Association. Any two or more offices may be held by the same persons, except the offices of President and Secretary.

Section 5.2 Appointment. All of the officers of the Association shall be appointed by, and shall serve at the pleasure of, a majority of the members of the Board of Directors.

Section 5.3 President. The President shall be the chief executive officer of the Association, and shall preside at all meetings of the Members and of the Board of Directors. The President shall manage, supervise and control all of the business and affairs of the Association, and shall have all of the powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code.

Section 5.4 Vice-President. The Vice President shall perform the duties of the President whenever the President shall be absent or unable to perform such duties. If neither the President nor the Vice-President shall be able to perform such duties, the Board of Directors shall appoint one of their members to act in the place of the President on an interim basis. The Vice-President shall also perform such other duties as the President may delegate to him from time to time.

Section 5.5 Secretary. The Secretary (a) shall attend all meetings of the Members and of the Board of Directors and shall keep the minutes thereof, (b) shall be responsible for the preparation and giving of all notices which are required to be given by the Declaration and these Bylaws, (c) shall be the custodian of the books and records of the Association, (d) shall keep a register of the addresses of each member of the Association, and (e) shall perform such other duties as are incident to the office of the secretary of a corporation organized under the Georgia Nonprofit Corporation Code.

Section 5.6 Treasurer. The Treasurer shall be charged with the management of the financial affairs of the Association, and shall keep full and accurate financial records and books of account showing all receipts and disbursements and of the Association, and shall prepare all required financial data. The Treasurer shall also perform all of the duties which are incident to the office of the treasurer of a corporation organized under the Georgia Nonprofit Corporation Code.

Section 5.7 Compensation of Officers. The officers of the Association shall be entitled to the payment of such compensation as shall be approved by two-thirds (2/3) of the total members of the Board of Directors; provided, however, that prior to the termination of the Class B membership, in no event shall any officer receive any compensation from the Association for serving in such capacity.

ARTICLE VI MISCELLANEOUS

Section 6.1 Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 6.2 Certain Notices. Any Member who shall sell or lease any home in which he has a fee or undivided fee interest shall promptly give the Secretary a written notice of such sale or lease, which notice shall also set forth the name and address of such purchaser or lessee. The address so furnished for such purchaser or lessee shall be the address to which the Secretary

shall send any notices to be sent to such purchaser or lessee, until such purchaser or lessee shall furnish the Secretary with another address for such purpose.

Section 6.3 Delivery of Notices. Unless otherwise prohibited by these Bylaws or the Declaration, all notices and other communications required by this Declaration or the Bylaws shall be in writing and shall be given by: (a) personal delivery; (b) United States mail, first class, postage prepaid; (c) statutory overnight delivery; (d) electronic mail; (e) facsimile; or (f) a secure web site, provided that notice shall be deemed given via website only upon proof that the addressee has retrieved the message. Notices given by one of the methods described herein shall be given:

(i) If to a Member, to the address, electronic mail address or facsimile number that such owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Lot of such owner; or

(ii) If to the Association, the Board of Directors or the managing agent, to the postal address, facsimile or electronic mail address of 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. The Secretary shall promptly provide notice to all Members of any such change in address.

ARTICLE VII AMENDMENTS

These Bylaws may be amended only in accordance with the following procedure: the Board of Directors shall first adopt a resolution proposing the amendment and recommending its adoption by the Members. Such proposed amendment shall then be presented to the Members at a meeting thereof duly called and held for the purpose of considering such proposed amendment. If such proposed amendment is approved by at least two-thirds (2/3) of the votes cast at such meeting, such amendment shall become effective.

ARTICLE VIII INDEMNIFICATION

Each person who is or was a member of the Board of Directors or an officer of the Association shall be indemnified by the Association against those expenses (including attorneys' fees) judgments, fines and amounts paid in settlement which are allowed to be paid or reimbursed by the Association under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any action, suit, or proceeding, pending or threatened, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of the Association. Such indemnification shall be made only in accordance with the laws of the State of Georgia and subject to the conditions prescribed therein.

In any instance where the laws of the State of Georgia permit indemnification to be provided to persons who are or have been an officer or director of the Association only on a determination that certain specified standards of conduct have been met, upon application for indemnification by any such person the Association shall promptly cause such determination to be made (i) by the Board of Directors by majority vote of a quorum consisting of members of the

Board of Directors not at the time parties to the proceeding; (ii) if a quorum cannot be obtained by majority vote of a committee duly designated by the Board of Directors (in which designation members of the Board of Directors who are parties may participate), consisting solely of two or more members of the Board of Directors not at the time parties to the proceeding; (iii) by special legal counsel selected by the Board of Directors or its committee in the manner prescribed in (i) or (ii), or if a quorum of the Board of Directors cannot be obtained under (i), and a committee cannot be designated under (ii), selected by majority vote of the full Board of Directors (in which selection members of the Board of Directors who are parties may participate); or (iv) by the Members, but Members who are also directors who are at the time parties to the proceeding may not vote on the determination.

As a condition to any such right of indemnification, the Association may require that it be permitted to participate in the defense of any such action or proceeding through legal counsel designated by the Association and at the expense of the Association.

The Association may purchase and maintain insurance on behalf of any such persons whether or not the Association would have the power to indemnify such officers and directors against any liability under the laws of the State of Georgia. If any expenses or other amounts are paid by way of indemnification, other than by court order, action by the Members or by an insurance carrier, the Association shall provide notice of such payment to the Members in accordance with the provisions of the laws of the State of Georgia.