

Deed Doc: COVE
Recorded 01/27/2023 01:46PM

CINDY MASON
Clerk Superior Court, COLUMBIA
County, Ga.
Bk 14608 Pg 0263-0290
Penalty: \$0.00
Interest: \$0.00
Participants: 9315989548,2364644095
\$(PT61)

**COVENANTS, CONDITIONS AND RESTRICTIONS
DECLARATION OF HICKORY WOODS**

THIS Declaration is made by **Stanley Martin Homes, LLC**, a Delaware limited liability company, hereinafter referred to as "**Declarant**".

WHEREAS, Declarant is the developer of the **Hickory Wood Neighborhood**, hereinafter referred to as "Hickory Woods", located in Columbia County, Georgia; and

WHEREAS, Hickory Woods will be comprised of various residential properties; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values and quality of life in Hickory Woods, and the health, safety and general welfare of the properties therein; and

WHEREAS, this document is the Declaration for Hickory Woods;

NOW, THEREFORE, Declarant hereby declares that the real property described on Exhibit "A" attached hereto shall be held, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements and other provisions of this Declaration which shall run with the title to the land in Hickory Woods. This Declaration is binding upon and shall inure to the benefit of Declarant, its successors and assigns, and all persons and entities who may hereafter acquire any right, title or interest in said real property or any portion thereof.

**ARTICLE I
DEFINITIONS**

Unless the context clearly requires otherwise, the following definitions shall control the interpretation of this Declaration:

Section 1. Declarant "Declarant" means **Stanley Martin Homes, LLC**, a Delaware limited liability company. No successor or assignee of Declarant shall have any rights or obligations of Declarant hereunder unless they are specifically set forth in the instrument of succession or assignment or pass by operation of law.

Section 2. "Hickory Woods" shall mean all real property which is subject to this Declaration, including the real property described on Exhibit "A" attached hereto, and all Additional Property. "**Additional Property**" means real property which hereafter is made subject to this Declaration. "**Neighborhood**" means each separate residential area in Hickory Woods comprised of distinct types or densities of Residences and having separate Neighborhood status. Declarant may designate in any Declaration that the real property described therein constitutes a separate Neighborhood or that it is being added to an existing Neighborhood.

Section 3. Development Plan and Period. "**Development Plan**" means the non-binding, general scheme of intended uses of the land proposed for inclusion in Hickory Woods as shown on that certain plat recorded in Plat Book E2023, Page 30-32. The Development Plan may be amended by Declarant at any time during the Development Period. "**Development Period**" means that period commencing on the date hereof and ending on the earlier of (i) the date Declarant voluntarily turns over control to the Association by filing a written amendment to this Declaration in the real estate records of Columbia County, Georgia, and (ii) the date Declarant has sold all property in Hickory Woods or has committed to a separate scheme of development for all land contained in the Development Plan.

Section 4. Association and Boards. "**Association**" and/or "**Neighborhood Association**" means the **Hickory Woods Neighborhood Association Inc.**, a Georgia nonprofit corporation. The Association will be the property owners' association for Hickory Woods. "**Board**" means the Board of Directors of the Association, the governing body having charge of the affairs of the Association. "**ARB**" means the Hickory Woods Architectural Review Board, the governing body having exclusive jurisdiction over all construction in Hickory Woods.

Section 5. Documents. "**Declaration**" means this Declaration of Covenants, Conditions and Restrictions. "**Articles**" means the Articles of Incorporation of the Association. "**Bylaws**" mean the Bylaws of the Association.

Section 6. Rules and Regulations. "**Board Rules**" means all rules and regulations promulgated or adopted by the Board which govern the Association or the use and enjoyment of the properties in Hickory Woods. "**Planning Criteria**" means the Hickory Woods Planning, Construction and Development Criteria promulgated by the ARB. "**Rules**" means the Board Rules, all decisions of the Board, the Planning Criteria, and all decisions of the ARB, collectively.

Section 7. Parcels and Residences. "**Parcel**" means a parcel of land or other recognized real property interest capable of separate ownership shown on any recorded plat or plan of Hickory Woods and which is subject to this Declaration, excluding Common Property and property owned by governmental agencies and utility companies. "**Residence**" means a dwelling in Hickory Woods designed for single family residential occupancy, including a house, patio home, townhouse, zero lot line dwelling, condominium unit, cooperative unit, apartment unit and any other form of single family residential occupancy or ownership now or hereafter created.

Section 8. Owners and Members. "**Owner**" means the owner, whether one or more persons or entities, of a Parcel in Hickory Woods. "**Member**" means a member of the Association. The Owner of a Parcel in Hickory Woods (all phases) shall be, by virtue of such ownership, a Member of the Association. "**Owner**" and "**Member**" are synonymous and are used interchangeably herein. When a Parcel is owned by more than one person or entity, all such persons and entities, collectively, are deemed to be one Owner and one Member. The owner of a life estate in a Parcel is deemed to be the Owner as long as the life estate exists. Declarant is an Owner as long as Declarant owns one or more

Parcels in Hickory Woods. A Mortgagee is not an Owner. Unless the Association has satisfactory proof to the contrary, ownership of a Parcel is deemed to be vested in accordance with the real estate records of the Clerk of Superior Court of Columbia County, Georgia.

Section 9. Common Property and Maintenance Areas. "**Common Property**" means all real property designated as Common Property and owned by the Neighborhood Association. "**Neighborhood Property**" means Common Property devoted exclusively or substantially, as determined by the Board, to the use and enjoyment of the Owners in the Neighborhood. "**Maintenance Area**" means an area of land, other than Common Property, maintained by the Association. "**Neighborhood Maintenance Area**" means a Maintenance Area devoted exclusively or substantially, as determined by the Board, to the use and enjoyment of the Owners in the Neighborhood. Maintenance Areas may be established by the Declaration or any other recorded document executed by Declarant, any recorded plat of Hickory Woods (all phases), a contract to which the Association is a party, or a decision of the Board.

Section 10. Common Expenses. "**Common Expenses**" means the expenses of operating the Association in the performance of its duties, including the costs incurred for the maintenance of Common Property and Maintenance Areas, operational expenses, insurance, utilities, taxes, repairs, payment of deficits from prior years, and reasonable reserves, all as may be deemed necessary and appropriate by the Board.

Section 11. Miscellaneous Definitions. "**Mortgage**" means a mortgage, deed to secure debt, deed of trust, or other instrument which secures an obligation and which conveys a lien upon or security title to real property. "**Mortgagee**" means the holder of a Mortgage. "**Real property**" and "**land**" each include all improvements located thereon or therein. To "**maintain**" and the "**maintenance**" of real property each include the operation, management, maintenance, repair, improvement, beautification and landscaping of the same. "**Laws**" includes laws, ordinances, rules and regulations of federal, state and local governments and their agencies. "**Real estate records**" the real estate records of the Clerk of Superior Court of Columbia County, Georgia.

ARTICLE II PROPERTY SUBJECT TO DECLARATION

Section 1. Property Subject to Declaration. The real property described on Exhibit "A" attached hereto shall be held, sold, conveyed and occupied subject to the provisions of this Declaration.

ARTICLE III THE ASSOCIATION

Section 1. Powers. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Georgia, subject only to the limitations expressly set forth in the Declaration, the Articles and the Bylaws. The Association may acquire, hold and dispose of real and personal property of every nature. The Association shall accept the Common Property and any other real or personal property conveyed to it

by Declarant. The Association shall have the power to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Documents, the Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners, and for the maintenance of the Common Property and the Maintenance Areas.

Section 2. Board of Directors. The Board shall manage the affairs of the Association. Unless otherwise provided, any right, power or authority granted to the Association may be exercised by the Board, and any duty or obligation of the Association shall be performed by the Board. Subject to the rights of Declarant and the Owners set forth herein, the Association is responsible for the exclusive management and control of the Common Property and the Maintenance Areas, except as otherwise provided herein. The Board shall have the authority to adopt and the power to enforce reasonable rules and regulations to govern the common properties (pool, club house and other common recreational areas) of the Association and the use and enjoyment of the properties in Hickory Woods (the "Board Rules"), to include all phases. The Board Rules may impose standards not contained in or stricter than the Documents, if consistent with the general intent thereof and not in conflict with the Documents, the Articles, the Bylaws or the Planning Criteria. Any specific authority herein granted to the Board to adopt rules for specific purposes shall not limit its general authority hereunder to adopt rules. The Board Rules shall be observed by all Owners and their tenants, occupants and guests. The Board may waive a violation of the Board Rules, if Board determines such violation to be minor or insubstantial.

Section 3. Election of Board. Declarant shall have the right to elect and remove members of the Board, unless Declarant sooner waives this right. If so waived, the Board shall be elected and removed by the Members in accordance with the Bylaws.

Section 4. Membership. The Owner of each Parcel in Hickory Woods shall be a Member of the Association. When a Parcel is owned by more than one person or entity, all such persons and entities, collectively, are deemed to be one Member. Membership in the Association is appurtenant to the Parcel giving rise to such membership and shall automatically be transferred to the new Owner upon transfer of title to a Parcel. Transfer of membership by any other means shall be void.

Section 5. Voting Rights. Members shall be entitled to one vote in the Association for each Parcel owned in Hickory Woods, including all phases. When a Parcel is owned by more than one person or entity, all such persons and entities shall, collectively, cast only one vote. Fractional votes shall not be allowed. If only one of such persons or entities is present or represented by proxy at a meeting of the membership, that person or entity is entitled to cast the vote relating to such Parcel. If more than one of such persons or entities are present or represented by proxy, the vote relating to such Parcel shall be cast only in accordance with their unanimous agreement; otherwise, they shall lose their right to vote on the matter in question. Unanimous agreement is conclusively presumed if any one of them purports to cast the vote relating to such Parcel without protest being made prior to the conclusion of the voting by any of the others to the person presiding over the meeting.

Section 6. Declarant's Veto Power. During the Development Period, Declarant shall have the power to veto all actions of the Association and the Board. As long as Declarant has veto power under this section, no action authorized by the Association or the Board shall become effective, nor shall any action, policy program be implemented, unless and until:

- (a) Declarant shall have been given notice of each meeting of the Members and the Board by certified mail return receipt requested or by personal delivery, at the address it has registered from time to time with the Secretary of the Association, which notice otherwise complies with the provisions of the Bylaws relating to regular and special meetings of the Members and the Board, and which notice shall set forth with reasonable particularity the agenda to be followed at said meeting; and
- (b) Declarant shall have power to veto any action, policy or program authorized or to be taken by the Association, the Board, or any of the Members. Except as set forth in Subsection (c), Declarant's veto must be exercised by Declarant at or before the meeting to consider the proposed action or within ten days thereafter. Declarant's veto power shall not include the authority to require any affirmative action of the Association or the Board; and
- (c) Declarant shall have been given notice by certified mail return receipt requested or by personal delivery of any action, policy or program to be implemented without the formality of a meeting at least ten days prior to its implementation. Declarant shall have ten days after receipt of such notice to exercise its veto.

ARTICLE IV COMMON PROPERTY

Section 1. Title. Title to all Common Property shall be conveyed to and held by the Association. Declarant may convey certain portions of the Common Property and retain others until the improvements thereon are completed, and until, in the opinion of Declarant, the Association is able to maintain the same. Unless the Board approves otherwise, all Common Property shall be free and clear of any Mortgages or other monetary obligations at the time of conveyance. If any Common Property is conveyed subject to a Mortgage or other monetary obligation, such Mortgage or monetary obligation shall relate directly to improvements made to such Common Property.

Section 2. Maintenance. The Association shall maintain the Common Property and the Maintenance Areas, and all stormwater improvements and facilities in Hickory Woods, including all phases, and the Maintenance Areas which are not the responsibility of a governmental agency, in a clean and attractive condition, and in good order and repair. Notwithstanding the foregoing, prior to approval of the Development Plan by the local governing authorities, it was agreed upon by Declarant that the following stormwater lines and their related structures shall not be accepted by the City of Harlem and shall at all times be maintained by the Declarant and/or the Association: (i) Structure FE-Ci to DW-C1

having a length of 73 feet, (ii) Structure DW-C1 to DW-C2 having a length of 29 feet, (iii) Structure DW-C1 to JB-C1 having a length of 88 feet, and (iv) Structure FE-C2A to FE-C1A having a length of 102 feet.

Section 3. Use and Enjoyment. The Owners and the Association shall have a nonexclusive right, privilege and easement of use and enjoyment in and to the Common Property which are appurtenant to and shall pass with the title to every Parcel in Hickory Woods, including all phases. Said rights shall include: (a) a right-of-way for ingress and egress vehicular and pedestrian traffic, as appropriate, in, through, over, under and across the streets, roads, trails and walks therein for all lawful purposes; and (b) rights and easements of drainage across or through stormwater improvements, and to connect with, maintain and make use of utilities therein or located in or along the adjacent roads and streets.

Section 4. Extent of Rights. The right to use and enjoy the Common Property, including the Neighborhood Property, is subject to the following:

(a) The provisions of the Documents, the right of the Association having jurisdiction thereof to reasonably limit access thereto and the use and enjoyment thereof, and all applicable laws.

(b) The right of Declarant prior to its conveyance, and the Association after its conveyance, to grant or dedicate to any Owner, governmental agency or utility company, and to reserve, easements and rights-of-way, in, through, under, over and across any portion of the Common Property for the maintenance of utilities and drainage facilities, and for the completion of the development.

(c) The right of Declarant prior to its conveyance, and the Association after its conveyance, to grant nonexclusive, permanent rights of use and enjoyment in the Common Property to the owners and occupants of land encompassed by the Development Plan, but not located within Hickory Woods, including all phases, in exchange for services, payments or other consideration, which may include the granting of reciprocal easements to use and enjoy other land within the Development Plan.

Section 5. Easements Reserved to Declarant. Declarant hereby reserves the following easements, rights and privileges in, through, over, upon and under the Common Property during the Development Period: (a) easements to connect with, make use of, construct and maintain utilities, drainage facilities, services and materials within the Common Property, or within or along the adjacent roads and streets, which are beneficial for the completion, marketing, use and enjoyment of Hickory Woods, and to grant the right of use thereof to others; (b) the right to grade, landscape, cut and remove trees, bushes and shrubbery, and take any other action reasonably necessary to provide economical and safe installation of utilities, drainage facilities and services, and to maintain reasonable standards of health convenience, safety and appearance; (c) the right to locate thereon wells, pumping stations, and irrigation systems and lines; (d) the right and easement of ingress and egress for purposes of development construction and marketing of Hickory Woods; and (e) such other easements and rights as may be reasonably necessary to develop Hickory Woods in an orderly and economical manner; provided; however, that this section

shall not obligate Declarant to provide or maintain any such utility, facility or service. The easements and rights herein reserved shall continue in existence in favor of Declarant after conveyance of the Common Property to the Association.

ARTICLE V EASEMENTS.

Section 1. Recorded Plats. The properties in Hickory Woods are subject to the drainage and utility easements and other matters shown and noted on the recorded plats of Hickory Woods, including all phases. No person, entity or activity shall interfere with the proper use or function of any easement or damage or interfere with the installation, maintenance and operation of utilities, or change the direction or affect the flow of storm water.

Section 2. Emergency Entry. The Association may enter upon a Parcel and the Residence thereon in an emergency for the protection of persons and property in Hickory Woods, including all phases. This right of entry may be exercised by the Association and policemen, firemen, emergency medical technicians and similar emergency personnel in the performance of their duties. This right of entry shall only include the right of the Association to enter upon a Parcel and the Residence thereon to inspect or cure any condition which may increase the possibility of a fire or other hazard in the absence of the Owner or occupant thereof, or in the event such Owner or occupant fails or refuses to cure the hazardous condition.

Section 3. Encroachments. If any portion of a Residence, building, fence, party wall, roadway, walkway, parking area driveway, utility, water line, sewer line, sprinkler system, or other structure or improvement as originally constructed encroaches on a Parcel or the Common Property, a perpetual nonexclusive easement shall exist for the continuing use and maintenance of such encroachment, and any repair or replacement thereof if constructed in substantial conformity with the original encroachment. No person or entity shall maintain any action for the removal of the encroachment or for damages resulting therefrom.

Section 4. Beneficiaries of Easements. The benefit of any easement, license, right or privilege granted to an Owner hereunder may be granted to the Owner's tenants, occupants and guests for the duration of their tenancies or visits, but the same are not intended nor shall they be construed as creating any rights in or for the benefit of the general public.

ARTICLE VI COVENANT FOR ASSESSMENTS

Section 1. Lien; Personal Obligation; Exemptions. Each Owner as to all phases in Hickory Woods agrees to pay to the Association the annual assessments, special assessments and individual assessments established herein and levied by the Association against the Owner's Parcel. The Common Property and Parcels owned by Declarant which have been subject to this Declaration for less than ten years shall be exempt from assessments. No other land in Hickory Woods shall be exempt from assessments, although

the commencement of assessments may be postponed as provided in Section 3(e). Each assessment, together with all other charges authorized pursuant to Article XIV, Section 4, which are deemed a part of the assessment, shall be a charge and a continuing lien upon the Parcel against which the assessment is made from the date the assessment became due, and shall be the personal obligation of the Owner of the Parcel at the time the assessment became due. Such lien shall be prior to all other liens and encumbrances hereafter created except taxes and assessments levied by a governmental agency, and Mortgages described in Section 8. The personal obligation for delinquent assessments shall not pass to the Owner's successors-in-title unless expressly assumed by them, but no such assumption shall relieve the Owner's personal liability therefore. The obligations of this article shall bind each Parcel and each Owner regardless of whether ownership was acquired by conveyance or operation of law, and regardless of whether so expressed in the conveyance or other document of title. No Owner may avoid liability for assessments by abandonment, nonuse or waiver of the use or enjoyment of the Owner's Parcel, the Common Property or any portions thereof or otherwise. Declarant, or any affiliated and/or subsidiary company, shall not be liable for dues or assessments unless Declarant rents or sells a house on any given lot.

Section 2. Purpose of Assessments. Assessments levied by the Association may be used to promote the health, safety and general welfare of Hickory Woods and the Owners and occupants thereof, to perform the duties and exercise the powers conferred upon the Association and for such other purposes deemed necessary or appropriate by the Association or the Board, including: (a) operating expenses of the Association; (b) maintenance and lighting of entry features, project identification signs, access ways, and easement areas (whether dedicated to the public or private); (c) traffic control if not performed by a governmental agency, traffic control devices, and directional markers; (d) real and personal property taxes and assessments levied or assessed against the Association or the Common Property; (e) maintenance of the Common Property and the Maintenance Areas, and all streets and roadways thereon which are not maintained by a governmental agency; (f) recreational and social activities; (g) deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Property or the Maintenance Areas, or in furnishing services to or for the Members; (h) reasonable reserves for future repairs and replacements; and (i) any other thing deemed necessary or appropriate to keep Hickory Woods safe and attractive, to preserve or enhance the value of the properties therein, or which may be of benefit to the Owners and occupants thereof.

Section 3. Annual Assessments.

(a) Operating Budget. The Board shall, at least forty-five (45) days prior to the end of the Association's fiscal year, prepare and approve an operating budget for the next year which reflects the estimated gross receipts and the estimated Common Expenses and Limited Common Expenses of the Association, including any capital budget items pursuant to Subsection (b).

(b) Capital Budget. The Board shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required annual capital contribution, if any, in an amount sufficient to permit meeting the projected capital

needs of the Association, as shown on the capital budget, with respect to both amount and timing. The annual capital contribution required shall be fixed by the Board and included in the operating budget.

(c) Allocation of Assessments. Those portions of the operating budget reflecting Limited Common Expenses shall only be assessed against the nonexempt Parcels in the Neighborhoods to which such expenses are applicable. The remainder of the operating budget shall be assessed against all nonexempt Parcels in Hickory Woods (all phases). Assessments to pay for Common Expenses in Hickory Woods and assessments to pay for Limited Common Expenses within the Neighborhood shall each be levied at a uniform rate for each Parcel, unless a reasonable basis exists to deviate there from.

(d) Adoption of Budget. The Board shall cause a copy of the proposed operating and capital budgets and the proposed annual assessment to be levied for the following year, broken down if necessary according to type of Parcel, to be sent to each Owner at least forty-five (45) days prior to the end of the Association's fiscal year. The budget and the assessment shall become effective unless and until disapproved by a majority of the total membership (not just those present and voting) at a special meeting of the Members held within thirty (30) days after the proposed budget and assessment are sent. Until such time as a new budget is adopted, the budget in effect for the preceding year shall continue in effect, subject to the same notice and disapproval provisions, until a new budget is approved. A budget approved after the beginning of the fiscal year shall not be retroactive unless the notice to the Owners provides therefore.

(e) Commencement and Payment of Annual Assessments. Annual assessments for the Parcels shown on Exhibit "A" attached hereto shall commence on the first day of the first full calendar month following the recording of this Declaration. The annual assessment for parcels in any Additional Property shall commence upon the first day of the first full calendar month after the recording of the applicable Declaration. The annual assessment for Parcels which become subject to annual assessments during an assessment year shall be prorated and paid based on the number of whole months remaining in the assessment year. Notwithstanding the foregoing, the Board may postpone the commencement of annual assessments levied against a Parcel for a reasonable time after the sale thereof by Declarant to permit the construction of the Residence thereon. Declarant shall not be responsible for any annual dues. Dues will only be applicable when the house is sold or rented.

(f) Payment. Annual assessments shall be paid in full prior to the beginning of the assessment year, unless the Board allows installments to be paid during the assessment year. In the event of installment payments, the Board may charge a uniform rate of interest upon the amounts remaining unpaid at a rate deemed appropriate by the Board, but not greater than the interest rate on judgments then in effect in the State of Georgia. The Board may accelerate the unpaid balance of any assessment upon default in the payment of any installment thereon.

Section 4. Special Assessments. In addition to the annual assessments established hereunder, the Board may levy at any time a special assessment for the purpose of defraying, in whole or in part, the cost of any unexpected construction, reconstruction,

repair or replacement of a capital improvement upon the Common Property or the Maintenance Areas, including the necessary fixtures and personal property related thereto, for the purpose of covering any insufficiency of assessments to fund the actual monetary needs of the Association over and above the budgeted annual assessments, or for any other use or purpose deemed appropriate by the Board; provided that any such special assessment is approved by a majority of the votes of the Members present and voting in person or by proxy at a meeting called for said purpose. Developers or builders in all phases of Hickory Woods shall not be responsible for any assessments unless the houses are sold or rented.

Section 5. Individual Assessments. The Association may levy an individual assessment against a Parcel and its Owner for costs incurred by the Association resulting from an Owner's failure to maintain the Owner's Parcel in accordance with the Declaration or the Rules as defined for all phases, or to reimburse the Association for any damage to any Common Property or Maintenance Area caused by an Owner or the Owner's tenants, occupants or guests, or for any other purpose permitted by the Declaration for all phases. An individual assessment shall be paid within thirty (30) days after notice thereof is sent to the Owner.

Section 6. Initiation Fees. An initiation fee for a Parcel *may* be established by the Developer and collected by same for each lot in each phase at the time the Residence thereon is first occupied, or at the closing of the first sale of the Parcel subsequent to issuance of a certificate of occupancy or a satisfactory final inspection from the appropriate governmental agency, whichever occurs first, or at the closing of any subsequent sale of the Parcel after the first such sale. This initiation fee is for membership in the Association and is paid as a one-time fee collected only upon the sale of a Parcel.

Section 7. Status Certificates. The Association, or a professional management agent if so hired by the Board, shall, upon request and for a reasonable charge, furnish a certificate signed by an authorized representative of the Association setting forth the payment status of assessments on a specific Parcel. A certificate of the Association as to the status of assessments on a Parcel is binding upon the Association as of the date of its issuance.

Section 8. Subordination of Lien to Certain Mortgages. The lien of the assessments shall be subordinate to the lien of any Mortgage or Mortgages now or hereafter placed upon any Parcel in Hickory Woods originated by any lender regularly engaged in financing the purchase, construction or improvement of real estate, including but not limited to any commercial or savings bank, savings and loan association, trust company, credit union, industrial loan association, insurance company, pension fund, or business trust, including a real estate investment trust, as well as any assignee of loans made by any such lender, any private or governmental institution or agency which has insured the loan of any such lender, or any combination of any of the foregoing entities; provided, however, that a sale or transfer of any Parcel pursuant to a decree of foreclosure, nonjudicial foreclosure, or proceeding in lieu of foreclosure, shall not relieve such Parcel from liability or from the lien for assessments thereafter levied. No Mortgagee shall be responsible for the collection of assessments from an Owner.

**ARTICLE VII
ARCHITECTURAL CONTROL**

Section 1. Architectural Control. Hickory Woods is subject to architectural and environmental review by the Hickory Woods Architectural Review Board (the "ARB") in accordance with this article. The ARB shall have exclusive jurisdiction over all original construction in Hickory Woods, including site work, landscaping, utility extensions, drainage improvements, paving, the construction of Residences, buildings, fences, walls, driveways, parking areas and all other physical or structural construction and improvements, and all subsequent reconstruction, modifications, additions, alterations and repairs, including the alteration of the exterior of any structure or improvement, and existing landscaping. No such construction, reconstruction, modification, addition, alteration or repair may be commenced or performed until the plans and specifications therefore (the "proposed plans") have been submitted to and approved in writing by the ARB. Nothing in this article shall be construed to limit the right of an Owner to finish or alter the interior of the Owner's improvements without approval of the ARB.

Section 2. Architectural Review Board. The ARB shall consist of no less than three members who are not required to be Owners or occupants of Hickory Woods. A majority vote of the members of the ARB is required for a decision of the ARB, provided that a majority of the ARB may appoint one of its members to act on behalf of the entire ARB and the decisions of such appointee shall bind the ARB. The ARB may delegate (retaining the right to withdraw) some or all of the powers and duties of the ARB to separate committees of the Neighborhood Association, particularly when all or substantially all of the Residences have been constructed in the Neighborhood. Declarant shall have the right to appoint and remove members of the ARB until all lots are sold unless Declarant sooner waives this right. Thereafter, members of the ARB shall be elected and removed by the Board. Declarant may assign its power of appointment and removal to any person or entity, subject to such terms and conditions as Declarant may impose. Members of the ARB appointed by Declarant shall receive no compensation from the Association. Unless the Board determines otherwise, members of the ARB elected by the Board shall serve without compensation.

Section 3. The Planning Criteria. The ARB shall promulgate the Planning Criteria which may include any matters deemed appropriate by the ARB, including the size and location of various types of Residences and buildings, the installation of utilities and drainage facilities, landscaping, fence design, and recreational improvements. The Planning Criteria may impose standards not contained in or more strict than the Documents, if consistent with the general intent thereof and not in conflict therewith. Different Planning Criteria may be adopted and enforced for improvements in different portions of Hickory Woods. The burden shall be on the applicant Owner to know and comply with the Planning Criteria.

Section 4. Approval of Plans. Proposed plans shall show the nature, size, workmanship, design, signs, shape, finished grade elevation, height, materials and color of the proposed construction, and shall contain a detailed landscape plan and a plot plan showing the location of the proposed construction in relation to boundaries and adjacent improvements. Two sets of the proposed plans shall be submitted to the ARB by the

Builder or Owner prior to applying for a building permit. One copy of the plans shall become the property of the Association. Proposed plans shall be approved or disapproved within sixty (60) days after receipt by the ARB. Approval or disapproval shall be in writing and shall be sent to the Owner, together with the other copy of the plans. Whenever the ARB disapproves proposed plans, the disapproval shall state the reasons for such disapproval. The decision of the ARB shall be final and binding. Failure of the ARB to respond in writing to the proposed plans within sixty (60) days after receipt shall be deemed an approval thereof, provided that the Owner has satisfactory proof that the proposed plans were received by the ARB.

Section 5. Disapproval. Approval of the proposed plans may be withheld because of noncompliance with the Declaration or the Planning Criteria, or the reasonable dissatisfaction of the ARB with any of the following: the location of the proposed improvements; the elevation, color scheme, finish, design, proportions, architecture, drainage plan, shape, height, style or appropriateness of the proposed structures or altered structures, or the materials to be used therein; the topography or landscaping, including the planting, size, height and location of vegetation on the property; proposed fences or enclosures; or because of its reasonable dissatisfaction with any other matters or things which, in the judgment of the ARB, including purely aesthetic reasons, would render the proposed improvements inconsistent with the general intent of the Development Plan or the Planning Criteria or inharmonious with the existing or proposed development of Hickory Woods.

Section 6. Adherence to Plans. All construction shall adhere strictly to the plans submitted to and approved by the ARB. It shall be conclusively presumed that the location and exterior configuration of any Residence, building, structure or other improvement placed or constructed in accordance with the approved plans do not violate the Declaration or the Planning Criteria. If after plans have been approved, the improvements are altered, erected or maintained other than as approved by the ARB, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the ARB. After the expiration of one year from the date of completion of any improvement, addition or alteration, the same shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to comply with the Declaration and the Planning Criteria, unless a notice of noncompliance executed by any member of the ARB is recorded in the real estate records, or legal proceedings shall have been instituted to compel compliance. The approval by the ARB of any plans shall not be deemed a waiver of its right to object to any of the features embodied therein which may be embodied in any subsequent plans submitted to it, nor shall its approval be construed to signify that the plans are structurally safe or that they conform to applicable building codes.

Section 7. Variances. The ARB may authorize variances from strict compliance with the architectural provisions of the Declaration and the Planning Criteria, including restrictions upon height, size or placement of structures, when circumstances such as topography, natural obstructions, or environmental considerations may require. If such variance is granted, no violation of the Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted. The granting of a variance shall not operate to waive any of the provisions of the Declaration or the Planning Criteria for any purposes except with respect to the particular Parcel and the particular provision addressed

by the variance, nor shall it affect in any way the Owner's obligation to comply with all laws affecting the use of the Owner's Parcel.

Section 8. Waiver of Liability. Declarant, the Association, and the ARB shall not be liable in damages to anyone submitting plans to the ARB, or to any Owner or occupant of Hickory Woods by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of any plans or the failure to approve any plans, nor shall they be liable for any defects in any plans approved by the ARB, or for any structural or other defect in any work done according to such plans. Every person who submits plans for approval agrees, by submission of such plans, and every Owner and occupant of a Parcel agree, by acquiring title thereto or an interest therein, not to bring any action, proceeding or suit to recover any such damage. Approval of any proposed plans shall not be deemed a warranty, representation or covenant that such plans, or any action taken pursuant thereto or in reliance thereof comply with applicable laws.

Section 9. Term of Approval. Approval of plans by the ARB shall be effective for a period of one year from the date the approval is granted, or one year from the expiration of the sixty (60) day period specified in Section 4 where approval is not expressly granted or denied. If construction has not commenced within said one year period, the approval shall expire and no construction shall thereafter commence without further approval from the ARB.

ARTICLE VIII EXTERIOR MAINTENANCE

Section 1. Owners' Responsibility. Except as otherwise provided herein below, each Owner shall maintain all landscaping and all improvements on the Owner's Parcel, including but not limited to the exterior of all structures, all utility lines and drainage facilities, and all other improvements located outside, above ground or underground in a clean and attractive condition, and in good order and repair consistent with the approved plans and specifications therefore. The Association may provide such maintenance if the Owner fails to do so; subject, however, to the following provisions. Prior to performing any maintenance on an Owner's Parcel, the Board, or a committee appointed by the Board, shall determine that the Parcel is in need of maintenance. Except in an emergency, prior to any maintenance work, the Board shall notify the Owner that unless the specified maintenance is commenced within fifteen (15) days and thereafter diligently pursued to completion, the Association may cause the maintenance to be performed and charge the cost thereof to the Owner. Upon the failure of the Owner to act within said period of time or to thereafter diligently pursue the completion of the required maintenance, the Association may enter upon the Parcel to cause such maintenance to be performed. The Association may: paint, repair, replace and care for exterior building surfaces, roofs, gutters and downspouts; clean and resurface paved access ways and parking areas; trim and care for trees, shrubs, grass, walks and other landscaping and drainage improvements; and provide general cleanup and removal of debris. The Association shall not be liable to the Owner or any other person for trespass or injury to person or property as a result of such actions unless caused by gross negligence or intentional wrongdoing. The cost of any maintenance incurred by the Association under this section shall constitute an individual assessment against applicable Parcel and Owner. Notwithstanding anything in this section

to the contrary, an Owner shall not be required to maintain any improvements for which the Board may make specific exception.

Section 2. Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this article, the Association may enter upon any Parcel and the exterior of any improvements thereon during reasonable hours on any day except Sundays and holidays, except that in an emergency, entry may be made at any time on any day.

ARTICLE IX INSURANCE AND FIRE PROTECTION

Section 1. Association Insurance. The Association shall maintain public liability insurance covering the Common Property, Maintenance Areas, Declarant, the Association, any third party management company/agent, and the Members for all damage or injury caused by the negligence of Declarant, the Association, their agent, or any Member. The Association may maintain if reasonably available, liability insurance for its directors and officers. The Association may also maintain hazard insurance for insurable property owned or maintained by the Association and all other types of insurance coverage deemed appropriate by the Board. All insurance maintained by the Association shall be issued in such amounts and upon such terms and conditions deemed appropriate by the Board. The Association shall also have the discretion to self-insure against any risk. All insurance proceeds payable to the Association shall be used or disbursed in a manner deemed appropriate by the Board.

Section 2. Fire Protection. The Owner of each Residence in Hickory Woods shall, if required, pay the subscription fee for fire protection when due to the fire department providing service to Hickory Woods.

ARTICLE X DESTRUCTION OF RESIDENCES

Section 1. Total Destruction. In the event of the total destruction of a Residence, the Owner thereof shall promptly eliminate any unsafe condition and clear the Parcel of debris. The Owner may leave the Parcel in a clean, orderly and safe condition or reconstruct the Residence. Reconstruction shall commence within a reasonable time, not to exceed sixty (60) days from the date of the destruction, and shall be diligently pursued until completed. The reconstruction shall be approved by the ARB, and shall be in conformity with the plans and specifications of the original structure, subject to any changes or modifications approved by the ARB.

Section 2. Partial Destruction. In the event of partial destruction of a Residence, the Owner thereof shall promptly eliminate any unsafe condition and clear the Parcel of debris. Within a reasonable time, not to exceed thirty (30) days from the date of the destruction. Repairs shall be commenced, and shall be diligently pursued until completed. The repairs shall be approved by the ARB, and shall be in conformity with the plans and specifications of the original structure, subject to any changes or modifications approved by the ARB.

Section 3. Failure to Comply. The Association may eliminate any unsafe condition and clear a Parcel of debris as required by Section 1 or Section 2, if the Owner fails to do so; subject, however, to the following provisions. Prior to any work, the Board, or a committee appointed by the Board, shall determine that the Parcel requires specific work to comply with Section 1 or Section 2. Except in an emergency, prior to any work, the Board shall notify the Owner that unless the specified work is commenced within fifteen (15) days and thereafter diligently pursued to completion, the Association may cause the same to be performed and charge the cost thereof to the Owner. Upon the failure of the Owner to act within said period of time or to thereafter diligently pursue the completion of the specified work, the Association may enter upon the Parcel to cause the specified work to be performed. The Association shall not be liable to the Owner or any other person for trespass or injury to person or property as a result of such actions unless caused by gross negligence or intentional wrongdoing. The cost of the specified work incurred by the Association under this section shall constitute an individual assessment against applicable Parcel and Owner.

ARTICLE XI PARTY WALLS

Section 1. General Rules of Law Apply. Each wall or fence which is built as a part of the original construction of Residences, buildings, structures or other improvements in Hickory Woods, situate or intended to be situated on the dividing line between adjoining, separately owned properties shall constitute a party wall. Unless otherwise provided in this article, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto. In addition to the foregoing, Declarant does hereby declare, create and establish, for the benefit of each Owner, non-exclusive and perpetual easements over and across each Parcel for the maintenance, repair or replacement of any retaining wall located on the rear or side portion of each Parcel. The easement rights over and across each Parcel for the maintenance, repair or replacement of any retaining wall located on the rear or side portion of each Parcel may be extended to each Owner and their tenants, subtenants, contractors, invitees, agents, employees and any other person for the purpose of maintaining, repairing or replacing the retaining wall. Any person performing work pursuant to this Declaration on another Parcel shall restore such Parcel to the same condition prior to the start of such work. The benefits and burdens of the easements created in this section shall run with the land and shall be binding upon and inure to the benefit of the Owners of each Parcel and their respective heirs, executors, successors-in-title, tenants, and assigns, and all those holding under any of them. The easements and obligations contained in this section shall be unaffected by any change in the ownership of any Parcel covered by this Declaration or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein. Each of the rights created hereunder may be enforceable in a court of equity by the Owner of any Parcel covered by this Declaration

Section 2. Maintenance; Casualty. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use thereof in proportion to their use. If a party wall is destroyed or damaged by fire or other casualty, the Owners who have use thereof must restore it. They shall contribute to the cost of such restoration in proportion

to their use, without prejudice, however, to require an Owner to contribute a larger amount under any applicable rule of law regarding liability for negligent or willful acts or omissions. An Owner who negligently or willfully causes a party wall to be exposed to the elements shall bear the whole cost of protecting the same against the elements. The right of any Owner to contribution under this article is appurtenant to the land and shall pass to such Owner's successors-in-title.

Section 3. Arbitration. If all parties agree, in the event of a dispute concerning a party wall, each party shall choose one arbitrator and such arbitrators shall choose one or two additional arbitrators to create an uneven number of arbitrators, and the decision shall be by a majority of the arbitrators. The decision of the arbitrators shall be binding and conclusive upon the parties and no party to the arbitration shall thereafter institute any legal action or proceeding relating to such dispute, except to enforce the decision of the arbitrators.

ARTICLE XII PROPRIETARY RECREATIONAL FACILITIES

"Proprietary Recreational Facility" means real property within the Development Plan which is developed into and operated privately or commercially as a recreational facility for golf, tennis, swimming, or other sports and leisure activities. The construction of Proprietary Recreational Facilities is not guaranteed in the development of Hickory Woods. Proprietary Recreational Facilities shall not be Common Property, and, unless otherwise provided, the Association shall have no regulatory authority over them. If constructed, Proprietary Recreational Facilities may be private, semiprivate or public recreational facilities, and may require separate membership agreements or admission fees.

ARTICLE XIII GENERAL PROVISIONS

Section 1. Water and Sewage Facilities. No individual water supply system or individual sewage disposal system shall be permitted in Hickory Woods unless approved by the ARB.

Section 2. Landscaping. Landscaping approved by the ARB shall be installed within thirty (30) days of occupancy or completion of the primary structure on a Parcel (as evidenced by a certificate of occupancy or satisfactory final inspection from the appropriate governmental agency), whichever occurs first. The Planning Criteria may require that all landscaped and grassed areas on a Parcel be watered by an automatic underground sprinkler system. Any such requirement shall not apply to the Common Property or the Maintenance Areas, and the ARB may waive such requirement based upon landscaping materials, water consumption or other good cause.

Section 3. Obnoxious or Offensive Activity. No obnoxious or offensive activity shall be allowed in Hickory Woods, nor shall any use or practice be allowed which is a source of annoyance, embarrassment or discomfort to the Owners or their tenants, occupants or guests, or which interferes with the peaceful possession and proper use and enjoyment of the properties in Hickory Woods, nor shall any improper, unsightly or

offensive use be made of any Parcel or the Common Property, or any part thereof. Without limiting the foregoing, the use, enjoyment and occupancy of the properties in Hickory Woods shall not cause or produce any of the following effects discernible outside buildings located thereon or effect the adjoining property or any portion or portions thereof; noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness; smoke, dust, dirt or ash; unusual fire or explosive hazards; or vibrations. All applicable laws shall be observed in Hickory Woods.

Section 4. Rules and Regulations. The Board Rules may address such matters as vehicular traffic, the state of repair of vehicles, air conditioning units, signs, mailboxes, newspaper boxes, noisy mufflers, garbage and trash disposal, parking, gutters, pets, game and play structures, swimming pools, driveways, walk-ways, sight distances at intersections, and nuisances. The Board Rules may also augment or clarify the provisions of the Declaration.

Section 5. Animals. No animals, including livestock, reptiles and fowl, may be kept in Hickory Woods unless approved by the Board, except that dogs, cats, birds and fish commonly kept as household pets, may be kept in the Neighborhoods. Animals shall not be maintained or bred for any commercial purpose in the Neighborhoods. All animals must be leashed or fenced when outside. Any animal which causes excessive annoyance or disturbs the tranquility or safety of Hickory Woods shall not be permitted to remain. The Board may adopt strict rules governing pets in Hickory Woods, and may delegate its authority to approve pets to a committee appointed by the Board or to the Neighborhood Association.

Section 6. Garbage and Trash. Owners shall promptly remove all garbage, rubbish, and trash resulting from the use and occupancy of their Parcels. Until removed, all garbage, rubbish and trash in Hickory Woods shall be stored in covered or sealed sanitary containers. All such containers must be kept within a building or placed within an enclosed or screened area, and must be integrated into the building plan to make them as inconspicuous as possible. The Association may provide for the common removal of garbage, rubbish and trash from Hickory Woods, and include the cost thereof in the annual assessments.

Section 7. Fuel Tanks. All fuel storage tanks shall be limited to LP fuel tanks for use with gas grills, stoves, and fireplaces. Each shall be installed within an approved accessory building, within a screened area, or buried underground, and may not be visible from the street or any neighboring property.

Section 8. Vehicles, Parking and Repair. All trucks in excess of three-fourths (3/4) ton, commercial vehicles, campers, mobile homes, motor homes, boats, house trailers, boat trailers, and other trailers must be parked or stored in a fully enclosed garage or an area not visible from the street or any neighboring property. This prohibition shall not apply to temporary parking of trucks and commercial vehicles for pick-up, delivery and other commercial services, or to vehicles used in connection with approved construction during the Development Period or thereafter. No inoperative cars, motorcycles, trucks or other types of vehicles shall be allowed to remain either on or adjacent to a Parcel for a continuous period in excess of forty-eight (48) hours, unless kept in an enclosure and not

visible from the street or any neighboring property. The Board may promulgate additional rules regulating the use, repair, storage and parking of vehicles, watercraft and equipment in Hickory Woods.

Section 9. Temporary Structures. No building, structure or improvement may be erected, altered, placed or permitted to remain on any Parcel, unless approved by the ARB. No house trailer, mobile home, motor home, trailer, tent, shack, temporary structure, or other similar building, structure or vehicle may be used as a permanent or temporary dwelling in Hickory Woods. This section shall not apply to Declarant or builders, contractors, real estate brokers, lenders and utility companies approved by Declarant during the Development Period.

Section 10. Signs. No sign or advertisements of any kind may be erected or displayed to public view in Hickory Woods, unless approved by the ARB, except reasonable street numbers and name signs on individual Residences and one sign of not more than six square feet of surface area per side (two sides maximum) advertising a Parcel for sale or rent. The ARB may adopt rules governing the use of signs in Hickory Woods, including their size, height, location, design, color and text. The ARB may adopt and require the use of a uniform sign to advertise a Parcel for sale or rent. This section shall not apply to Declarant or builders, contractors, real estate brokers, lenders and utility companies approved by Declarant during the Development Period.

Section 11. Air Conditioning Equipment. Air conditioning equipment which is visible on the exterior of any improvement is not permitted unless approved by the ARB. Approval shall be based upon adequacy of screening of such equipment. The ARB may prohibit window air conditioning units or impose strict standards therefore.

Section 12. Drainage Facilities. No person other than Declarant, without the prior approval of the ARB, shall obstruct, alter or in any way modify or impede the efficient operation of the drainage methods or facilities utilized by Declarant or the Association on and over any Parcel, any Common Property, or any Maintenance Area.

Section 13. Antennas. Outside antennas, including television, radio, microwave or dish antennas, are not permitted in Hickory Woods, unless the ARB adopts guidelines in the Planning Criteria permitting the use and display thereof, and unless the antennas comply with such guidelines.

Section 14. Subdivision of Parcels. Declarant may alter the dimensions of a Parcel owned by the Declarant prior to the initial sale of the Parcel to a third party; otherwise, no Parcel or any of the Common Property may be subdivided without the approval of the ARB.

Section 15. Completion of Construction. After commencement of construction of any improvements in Hickory Woods, the Owner shall diligently prosecute the work thereon, so that the improvements shall not remain in a partially completed condition any longer than reasonably necessary. The Owner of the Parcel on which improvements are being constructed shall at all times keep all roads and streets contiguous to the Parcel free from dirt, mud, garbage, trash or other debris occasioned by such construction.

Section 16. Excavation. Clearing or excavation on a Parcel may occur only in connection with approved construction or maintenance of an improvement and upon completion thereof, disturbed ground shall conform to the approved plans for landscaping of the Parcel.

Section 17. Protective Screening. Excluding Maintenance Areas, any protective screening constructed along exterior Parcel lines as a buffer to protect adjacent properties against noise, dust or other adverse conditions shall be maintained by the Owner of such Parcel, including the repair and replacement thereof as long as such buffer may be necessary to protect the adjacent properties, as determined by the ARB.

Section 18. Service Lines. No service lines may be constructed, placed or maintained in Hickory Woods unless they are contained in underground conduit or cable or concealed in buildings or other approved improvements, provided that electrical transformers may be permitted if properly screened and approved by the ARB. The term "service lines" includes lines, wires and other devices for the transmission or communication of electric power and telephone and television signals on a Parcel or other property, but shall not include transmission lines which transmit the power or signals to the Parcel or property, and from which the service lines run. This section shall not prohibit the erection and use of temporary power or telephone service poles and lines incident to the construction of approved improvements.

Section 19. Mailboxes. The ARB shall approve all mailboxes and newspaper boxes in Hickory Woods. The ARB may adopt and require the use of uniform mailboxes and newspaper boxes in Hickory Woods, or may require that all mailboxes and newspaper boxes in Hickory Woods be of a uniform design and construction.

Section 20. Changes to Development Plan. No Owner shall seek directly or indirectly to amend any aspect of the Development Plan in any manner which would affect any part of the land included in the Development Plan, including any change in permitted density of development, permitted land use, or storm water requirements, without the written approval of Declarant, unless such right is waived in writing by the Declarant. In the event of such waiver, such actions shall not be taken without the approval of the Board.

Section 21. Clotheslines. Clotheslines are not permitted in Hickory Woods.

Section 22. Play Structures and Yard Accessories. Unless otherwise approved by the ARB, all basketball goals and other fixed sports equipment shall be located at the side or rear of the Residence and within the building setback lines. Basketball goals not located in the rear of the Residence shall be mobile in nature and shall be kept within the building setback lines when not in use. All play structures and yard accessories shall be located to the rear of the Residence and within the building setback lines. Any such equipment, structure or accessory exceeding six feet in height shall require the approval of the ARB.

Section 23. Trees. Living trees measuring six inches or more in diameter three feet or more above ground level shall not be cut down or removed from Hickory Woods without

approval of the ARB, unless the trees are located within six feet of a Residence or building or the proposed location thereof as approved by the ARB.

Section 24. Garages. The Planning Criteria may provide for different types, styles and sizes of garages in Hickory Woods, and may provide that garages are not necessary for certain portions of Hickory Woods. Garage doors which are visible from the street shall remain closed at all times except when necessary for customary ingress and egress.

Section 25. Fences. No fence may be erected without prior ARB approval. Chain link fences are not permitted. The ARB may include fence guidelines in the Planning Criteria.

Section 26. Swale Maintenance. As applicable, a lot Owners may be responsible to maintain, and keep clear of any obstructions, any swale located on the side and/or rear of any such lot. No building or placement of any fence or other item shall be made in any such swale area.

Section 27. Security. The Board may adopt rules governing the security and protection of Hickory Woods. The Association may provide security for Hickory Woods and include the cost thereof in the annual assessments.

Section 28. Construction Offices and Signs. Declarant and builders, contractors, real estate brokers, lenders and utility companies approved by Declarant, may maintain sales, administrative, construction and other offices, and signs and other promotional equipment and apparatus in Hickory Woods during the Development Period, and the same shall not be subject to assessment.

Section 29. Management Agreements. Any agreement for professional management of the affairs of the Association, or any agreement providing for services to the Association by Declarant, may not exceed one year.

Section 30. No Additional Covenants. No Owner shall impose any additional covenants, conditions or restrictions on any property in Hickory Woods, without the written approval of Declarant, or if such right of approval is waived in writing by the Declarant, then by approval of the Board.

Section 31. Indemnification. The Association shall indemnify every officer and director, and professional management company, against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon an officer or director in connection with any action, suit or other proceeding (including settlement if approved by the current Board) to which the officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistakes of judgment, negligent or otherwise, but shall be liable only for their own individual willful misfeasance, malfeasance, misconduct and bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Owners), and the Association shall indemnify' and forever hold each such officer and director free and harmless against any and all liability to others on account of

any such contract or commitment. My right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled.

ARTICLE XIV ENFORCEMENT

Section 1. Violations. The Declaration and the Rules shall be observed by the Owners and their tenants, occupants and guests. An Owner is responsible and liable for all violations and losses caused by the Owner's tenants, occupants and guests, notwithstanding the fact that such persons are also fully liable therefore. Declarant, the Association, any member of the ARB, or any Owner may enforce and prosecute violations of the covenants, conditions, restrictions, reservations, easements, liens, charges and other provisions now or hereafter imposed by the Declaration or the Rules, including proceedings at law or in equity. The failure to enforce a particular provision or prosecute a particular violation shall not be deemed a waiver of the right to do so thereafter.

Section 2. Architectural Requirements. If an Owner fails to comply with any architectural or environmental requirement of the Declaration, the Planning Criteria, or the decisions of the ARB, notice of the violation shall be sent to the Owner allowing the Owner thirty (30) days to cure the violation. If the Owner fails to cure the violation, Declarant and the Associations may each enter upon the Owner's Parcel, make such corrections or modifications as are necessary, remove anything in violation of such requirements, and charge the cost thereof to the Owner, together with an administrative fee of \$150, or as set by the Board. Declarant and the Association shall not be liable to the Owner or any other person or entity for trespass or damages or injury to person or property in connection with such entry unless caused by gross negligence or intentional wrongdoing. This section is in addition to, and does not limit, the general enforcement provisions of Section 1.

Section 3. Costs of Enforcement. The violator under Section 1 or Section 2 shall be liable for all costs reasonably and actually incurred by any authorized person or entity prosecuting a violation of the Declaration or the Rules, or correcting a violation of an architectural or environmental requirement. Such costs include writing delinquency and demand letters, court costs, and attorneys' fees, including appeals. Such costs may be recovered regardless of whether a suit is filed. If approved by the Board, such costs shall constitute an individual assessment against the applicable Parcel and Owner, and may be enforced in accordance with Section 4.

Section 4. Nonpayment of Assessments. An assessment levied against a Parcel by the Association becomes delinquent if the assessment or any installment thereof is not paid on the date due. If the assessment is not paid within (30) days after the date due, it shall bear interest at the rate set by the Board, but not greater than the interest rate on judgments then in effect in the State of Georgia, and shall be subject to reasonable late charges established by the Board. The delinquent assessment, together with interest, late charges, and all costs of collection reasonably and actually incurred by the Association, all of which shall be deemed part of the assessment, shall be secured by a continuing lien on the Parcel pursuant to Article VI, Section 1. Costs of collection include charges for filing a claim of lien, writing delinquency and demand letters, court costs, and attorneys' fees, including

appeals. Such costs may be recovered regardless of whether a suit is filed. The Association may institute legal action to foreclose the assessment lien against the Parcel or to collect against the Owner personally obligated to pay the assessment, or both.

Section 5. Sanctions. The Board shall suspend the voting rights in the Association of an Owner who is delinquent in the payment of assessments to the Association, and may impose other sanctions against such Owner, except that fines may not be imposed for delinquent assessments. For all other violations of the Declaration or the Rules, the Board may impose sanctions, including reasonable monetary fines, suspension of an Owner's right to vote in the Association, and loss of use and enjoyment of the Common Property.

Section 6. Remedies Cumulative. The remedies provided by this article and elsewhere in this Declaration are not exclusive remedies, but are in addition to all other rights and remedies available to Declarant, the Association, the ARB, and the Owners now or hereafter provided by the Declaration, by law, or otherwise.

Section 7. Exemptions and Immunity. When Declarant, the Association, or the ARB is granted a right or an exemption by the Declaration, or immunity from liability for exercising a right, privilege or remedy granted therein, such right, exemption and immunity shall extend to all persons and entities acting on its behalf, for its benefit, or at its direction, including its directors, officers, committees, members, managers, contractors, agents, employees, successors and assigns.

ARTICLE XV COVENANTS AND RULES COMMITTEE

Section 1. The CRC. The Board shall appoint a Covenants and Rules Committee (the "CRC") which shall serve as the hearing tribunal of the Association for alleged violations of the Declaration and the Rules. The CRC shall consist of at least three and not more than seven members, and may include members of the ARB and persons who are not Owners or occupants of Hickory Woods.

Section 2. Hearing Procedure. The Board shall not levy a fine, suspend voting, or impose any other sanctions against an Owner or other person for a violation of the Declaration or the Rules unless and until the following procedure is followed:

(a) **Demand.** Written demand to cease and desist from an alleged violation shall be sent to the alleged violator specifying: (i) the alleged violation; (ii) the action required to abate the violation; and (iii) a time period which, except in emergency situations, shall be not less than five (5) days during which the violation may be abated without sanctions if the violation is continuing, or a statement that any further violation of the same rule may result in the immediate imposition of sanctions if the violation is not continuing.

(b) **Notices.** At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall notify the alleged violator of a proposed hearing to be held by the CRC. The notice shall be sent at least ten days prior to

the proposed hearing and shall contain: (i) the nature of the alleged violation; (ii) the time and place of the hearing; (iii) an invitation to attend the hearing and produce evidence and witnesses; (iv) the possible sanctions which may be imposed; (v) that the hearing may not be held unless, within seven days of receipt of the notice, the alleged violator requests that the hearing be held; (vi) that the hearing will be held in executive session unless the alleged violator requests a public hearing within the same seven-day period; and (vii) that, if a hearing is not requested, the CRC may nonetheless hold the hearing or make its recommendation to the Board based upon the information reasonably available to the CRC without a hearing.

(c) Hearings. A hearing shall afford the alleged violator and any other interested person a reasonable opportunity to be heard. The alleged violator may be represented by counsel, and the hearing may be audio or video recorded subject to any applicable Board Rules. The Board may prohibit video recording. Proof of notice of the hearing shall be placed in the minutes of the hearing. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the person who delivered or sent the notice. The notice requirement shall be deemed satisfied if the alleged violator requests or attends the hearing. The minutes of the hearing shall contain a summary of the evidence.

(d) Decisions of CRC. After a hearing, or if no hearing is timely requested or held, the CRC shall determine whether there is sufficient evidence of a violation. If the CRC finds insufficient evidence, it shall terminate the proceedings. If the CRC determines that there is sufficient evidence, it may recommend sanctions to the Board, which may include a fine for each violation and the amount of such fines, and any other remedy or penalty deemed appropriate by the CRC. The findings and recommendations of the CRC shall be sent to the alleged violator and recorded in the minutes of the CRC.

(e) Sanctions. If the CRC recommends that the Board levy a fine or impose other sanctions, the Board may, at a regular or called meeting, receive additional evidence or arguments with regard to the violation and the recommended sanctions, and may either approve, reduce or waive the sanctions, but may not increase the amount of any fine or impose sanctions different or more severe than recommended by the CRC, except as provided in Subsection (f).

(f) Appeals. After a decision of the CRC, the violator may appeal the decision and recommend sanctions to the Board by notice to the Board received within ten (10) days after notice of the decision was sent to the violator. If an appeal is filed, or if the Board wishes to consider an increase in the amount of a fine or the imposition of sanctions different or more severe than recommended by the CRC, the Board shall hold a hearing with at least ten days' notice to the violator. The notice shall contain: (i) the time and place of the hearing; (ii) an invitation to attend the hearing and produce evidence and witnesses; (iii) the possible sanctions which may be imposed; and (iv) that the hearing will be held in executive session unless the violator requests a public hearing. The hearing shall afford the alleged violator and any other interested person a reasonable opportunity to be heard. The alleged violator may be represented by counsel, and the hearing may be audio or video recorded subject to any applicable Board Rules. The Board may prohibit video recording. The decision of the Board shall be final and shall be sent to the violator.

(g) Fines. The CRC may recommend and the Board may impose fines as follows: (i) for the first non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00) for a single violation or Twenty-five Dollars (\$25.00) per day for a continuing violation; (ii) for the second noncompliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00) for a single violation or Fifty Dollars (\$50.00) per day for a continuing violation; (iii) for the third and subsequent non-compliance or violation: a fine not in excess of One Thousand Dollars (\$1,000.00) for a single violation or One Hundred Dollars (\$100.00) per day for a continuing violation. The Board may increase the maximum fines authorized by this subsection in accordance with increases in a recognized index, which evaluates the cost of living, or other data deemed appropriate by the Board.

(h) Individual Assessment; Payment. A fine shall constitute an individual assessment against the applicable Parcel and Owner, and shall be paid within thirty (30) days after notice to the violator of imposition or decision after appeal, whichever is later.

ARTICLE XVI AMENDMENTS

Section 1. Amendments. This Declaration may be amended in accordance with this article. Declarant reserves and shall have the sole right, without vote or approval of any Owner or Mortgagee: (a) to amend Declaration in any manner Declarant deems necessary to include but not be limited by the following: (i) to cure any ambiguity or inconsistency in the Declaration, (ii) to comply with the request of any Mortgagee referred to in Article VI, Section 8, (iii) to bring the provisions hereof into compliance with any applicable government statute, rule, or regulation, (iv) to enable a title insurance company to issue title insurance coverage, or (v) in any other manner which does not adversely affect the substantive rights of an existing Owner or Mortgagee; (b) to annex additional land and impose additional covenants, conditions and restrictions thereon pursuant to Article II; (c) to remove portions of the real property, or any Additional Property, made subject to the Declaration; and (d) to include in any contract, deed or other instrument any additional covenants, conditions and restrictions applicable to any Parcel which do not lower the standards of the Declaration. The Declarant may waive violations of the Declaration, if Declarant determines such violations to be minor or insubstantial.

Section 2. Declarant's Protection. Notwithstanding any other provision herein, during the Development Period, no provision of the Declaration, the Articles or the Bylaws shall be amended, and no rule, restriction or requirement shall be adopted or imposed, without the written approval of Declarant, which directly or indirectly, by its provisions or in practical application, does any of the following:

(a) Repeals or amends any of the following provisions of this Declaration: Article II, Property Subject to Declaration; Article III, Section 3, Election of Board; Article III, Section 6, Declarant's Veto Power; Article IV, Section 6, Easements Reserved to Declarant; Declarant's exemption from assessments in Article VI, Section 1; Article VII, Architectural Control; Article XIII, Section 20, Changes to Development Plan; Article XIII, Section 27, Construction Offices and Signs; Article XI11, Section 29, No Additional

Covenants; this Article XVI, Amendments; or any other provision specifically applicable to the Development Period.

(b) Relates exclusively or primarily to Declarant, or which relates to Declarant in a manner different from the manner in which it relates to other Owners; repeals or amends any of the definitions herein in a manner which would alter Declarant's rights or status; repeals or amends the rights of membership in the Association, or the rights of Declarant as a Member of the Association; repeals or amends any recorded or written agreement with any public or quasi-public agency, utility company, political subdivision, public authority, or other similar agency or body, respecting zoning, streets, roads, drives, easements, utilities, facilities or services in Hickory Woods; denies the right of Declarant to convey Common Property to the Association; or repeals or amends the manner of assessment applicable to Declarant or any land owned by Declarant.

ARTICLE XVII TERM AND SEVERABILITY

Section 1. Term. This Declaration shall run with and bind Hickory Woods, and shall be and remain in effect perpetually to the extent permitted by law. Without limiting the foregoing, all easements herein and all affirmative obligations of the Owners herein, including the obligation to pay assessments, shall run with and bind Hickory Woods, and shall be and remain in effect perpetually to the extent permitted by law. All covenants herein restricting Hickory Woods to certain uses shall run with and bind Hickory Woods for a period of twenty (20) years from the date hereof, and shall be renewed automatically and perpetually for successive periods of twenty (20) years each, unless terminated by at least fifty-one percent (51%) of the Owners in accordance with applicable law. This Declaration may be terminated at any time within the initial twenty (20) year period by recording all instrument signed by Declarant and eighty percent (80%) of the Owners.

Section 2. Severability. The invalidity of any provision of this Declaration shall in no way affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

Section 3. Perpetuities. If any of the provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of those persons named in the Articles as the initial directors of the Association. The purpose of this section is to prevent a violation of the rule against perpetuities and shall be construed accordingly.

ARTICLE XVIII MISCELLANEOUS PROVISIONS

Section 1. Notices. Any notice required or permitted herein shall be in writing and may be sent to the last known address of the person or entity as shown on the records of the Association by United States first class mail. Such mailing shall be deemed adequate notice. Other reliable methods of delivery are permitted. Proof of receipt of notice is not required. In an emergency, any type or method of notice may be used which is reasonable

under the circumstances. This section does not apply to the notice requirements of Article 111, Section 6 (a) and (c).

Section 2. Interpretation and Construction. All provisions of the Declaration shall be construed together and given that interpretation or construction which will best effect the intent of the general plan of development of Hickory Woods. The enumeration herein of permitted or prohibited activities or conduct (including the failure to act) is intended to explain or illustrate the application of the provisions hereof, and shall not be construed to limit or restrict their application. The Declaration shall be liberally interpreted, and if necessary, they shall be extended or enlarged by implication to make them fully effective.

Section 3. Document Conflicts. In the event of a conflict between the Declaration and the Articles, the Bylaws, the Board Rules or the Planning Criteria the Declaration of each phase shall prevail. In the event of a conflict between the Board Rules and the Planning Criteria the Planning Criteria shall prevail.

Section 4. Headings. The paragraph headings are for reference purposes only and shall not in any way affect the meaning, content or interpretation of this Declaration.

Section 5. Number and Gender. Reference to the singular number shall include the plural, and any reference to the plural shall include the singular, as indicated by the context. Reference to any gender shall include all genders.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed and sealed by its duly authorized agent, as of the 26th day of January, 2023.

SIGNED, SEALED AND DELIVERED
In the presence of:

Stanley Martin Homes, LLC

Witness: Ellen D. King

By: Patrick Bukstas

Name: Denise M. Carpenter

Name: Patrick Bukstas
As its: DIVISION PRESIDENT

Notary Public:

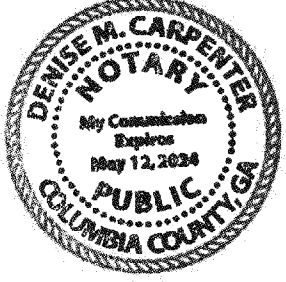


Exhibit "A"

All that tract or parcel of land lying and being located in the 128th G.M.D., City of Harlem, Columbia County, Georgia and being more particularly described as Lots 1-112 as depicted on that certain Record Plat of Hickory Hills, prepared by Echols Surveying & Construction Services, dated October 24, 2022 and recorded January 26, 2023 in Plat Book E2023, Page 30-32, Columbia County, Georgia Records.