

SECOND DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR ARBORWALK

THIS SECOND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ARBORWALK is made on the date hereinafter set forth by the undersigned Declarants, being all of the owners of lots in Arborwalk Subdivision.

The undersigned Declarants hereby supercede the original Declaration of Covenants, Conditions, and Restrictions recorded in Hall County, Georgia, Deed Book 1209, Page 150, et. seq., and all amendments thereto, by promulgating the following Declaration:

SECOND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR ARBORWALK

THIS DECLARATION is made and amended this 8<sup>th</sup> day of May, 2001, by the Arborwalk Homeowners Association, Inc. and the undersigned lot owners, being the owners of all lots in Arborwalk Subdivision, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the Owner of certain property in the City of Gainesville, County of Hall, State of Georgia, which is more particularly described as follows:

All that tract or parcel of land, lying and being in Land Lot 113 of the 10<sup>th</sup> Land District of Hall County, Georgia, consisting of sixteen (16) numbered lots and common areas as shown by a plat of survey prepared for Arborwalk Partnership by Ayres & Associates, recorded in Plat Book 128, Page 168-171, as revised in Plat Slide 119, Page 38A, Hall County Deed Records, to which plat and the record thereof reference is hereby made for a more complete description.

NOW, THEREFORE, Declarant hereby declares that all the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, conditions, and other provisions, which are for the purpose of protecting the value and desirability

of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner.

## ARTICLE I.

### DEFINITIONS

#### Association Defined

1.01. "Association" shall mean and refer to Arborwalk Homeowners' Association, Inc., its successors and assigns.

#### Owner Defined

1.02. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot that is a part of the property, including contract sellers and the Declarant, if the Declarant owns any Lot, but excluding those having such interest merely as security for the performance of an obligation.

#### Property Defined

1.03. "Property" shall mean and refer to that certain real property hereinbefore described as Arborwalk Subdivision.

#### Common Area Defined

1.04. "Common Area" shall mean all real property (including the improvements) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association is as shown on the plat.

#### Lot Defined

1.05. "Lot" shall mean and refer to any numbered plot of land or parcel shown upon the Plat.

#### Declarant Defined

1.06. "Declarant" shall mean and refer to Arborwalk Homeowners Association, Inc. and all of the lot owners executing this SECOND DECLARATION.

#### Declaration Defined

1.07. "Declaration" shall mean this Second Declaration of Covenants, Conditions, and Restrictions for Arborwalk, as amended.

#### Plat Defined

1.08. "Plat" means that certain Subdivision Plat for Arborwalk Subdivision prepared by Ayres Associates, showing the location of the Lots on the Property, recorded in Plat Book 128, Pages 168-171, Hall County Deed Records, as amended at Plat slide 119, Page 38A.

### ARTICLE II

#### PROPERTY RIGHTS

##### Owners' Easements of Enjoyment

2.01. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to (1) the right of the Association to suspend the use of the Common Area by an Owner for any period during which any assessment against the Owner's Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations after a hearing by the Board of Directors of the Association; and (2) the right of the Association to dedicate or

transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes as the Association shall deem appropriate.

#### Delegation of Use

2.02. Any Owner may delegate the right of enjoyment to the common Area to the members of the Owner's family or the Owner's tenants.

### ARTICLE III

#### MEMBERSHIP, ADMINISTRATION AND VOTING RIGHTS

##### Membership

3.01. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

##### Administration of the Property

3.02. The administration of the Property, the maintenance, repair, renovation, and operation of the common Area and those acts required of the Association by this Declaration shall be the responsibility of the Association, and such administration shall be pursuant to the provisions of this Declaration and the By-Laws and Articles of Incorporation of the Association. The powers herein or elsewhere granted to the Association may be exercised by the Board of Directors, acting through the officers, without any further consent or action on the part of the Owners unless otherwise specifically provided herein. Notwithstanding the duty of the Association to maintain, repair, renovate, and operate the Common Area, the Association shall not be liable for injury or damage caused by the latent condition of the Common Area nor for injury caused by the elements, Owners, or other persons, nor shall any officer or director of the Association be liable to any Owner for injury or damage caused by such officer or director in the



performance of his duties unless due to the gross misfeasance or malfeasance of such officer or director. The right to appoint and remove members of the Board of Directors and officers of the Association, as provided in the By-Laws, shall belong to the Owners at annual meetings of the Association which shall be called as provided by the By-Laws.

#### Powers of the Association

3.03. (a) The Association shall have the power to employ, retain, dismiss and replace agents, employees, and independent contractors to exercise and discharge the powers and responsibilities of the Association.

(b) The Association shall have the power to make or cause to be made additional improvements on and as a part of the common Area, and the power to acquire, lease or own, in the name of the Association, property of any nature, and to borrow money and pledge, mortgage, or hypothecate all or any portion of the property of the Association for any lawful purpose within the Association's inherent or expressly granted powers.

(c) The Association shall have the power and authority to secure and maintain in effect a comprehensive general liability insurance policy covering loss or damage resulting from an occurrence, or incident on the Common Area in such amounts and with such deductible provision as may be approved by the Board.

(d) The Association shall have the power and authority to secure liability insurance for directors and officers as it may deem necessary and desirable.

(e) The Association shall have such other authority and powers as are set forth elsewhere in this Declaration, the Articles of Incorporation, and the By-Laws, notwithstanding the fact that such powers are not set forth in this section.

## Rules and Regulations

3.04. The use and maintenance of the property shall be subject to such reasonable rules and regulations (the "Rules and Regulations") as the Board of Directors may promulgate from time to time, and such Rules and Regulations shall be binding on all Owners and occupants of Lots. Each Owner shall be responsible for the compliance of the members of his family and of such Owner's guests, tenants, or other occupants with the Rules and Regulations and all provisions of this Declaration and the By-Laws of the Association.

## Voting Classes

3.05. The Association shall have one class of voting membership;

Members shall be all of the Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot. If the Owners cannot agree on how to cast their vote, they will be deemed to have abstained, with no vote counted, but will still be deemed to be present for quorum purposes.

## ARTICLE IV

### COVENANT FOR MAINTENANCE ASSESSMENTS

#### Creation of Lien and Personal Obligation for Assessments

4.01. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed, whether or not it shall be so expressed in the deed, is deemed to covenant and agree to pay to the Association when due (1) annual assessments assessed on a calendar year basis and (2) special assessments for capital improvements, such

assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

#### Purpose of Assessment

4.02. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property, including, but not limited to fees for management and supervision, office, legal, and accounting expenses related to the conduct of the affairs of the Association, insurance as provided herein and by the By-Laws of the Association, utility charges for utility services to the Common Area and for water service to the Common Area, taxes on the Common Area, charges for trash removal if not provided by governmental authority, fees for security and all expenses in connection with the maintenance, repair, renovation replacements, and improvement of the Common Area. The Board of Directors may, from time to time, also provide for the establishment and maintenance of a reasonable operating or other reserve fund to cover unforeseen contingencies.

#### Maximum Annual Assessment

4.03. Beginning January 1, 2000, the maximum annual assessment shall be \$275.00 per Lot, per year.



(a) From and after January 1, 2001, the maximum annual assessment may be increased each year by not more than ten percent (10%) above the assessment for the previous year by the Board of Directors.

(b) From and after January 1, 2001, the maximum annual assessment may be increased above ten percent (10%) by the vote or written assent of a majority of voting members as determined under Paragraph 3.05.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

#### Special Assessments for Capital Improvements

4.04. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or for unbudgeted expenses such as legal, engineering, or other professional fees, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of the voting members, as determined under Paragraph 3.05, who are voting in person or by proxy at a meeting duly called for this purpose.

#### Notice and Quorum for Any Action Authorized

##### Under Sections 4.03, 4.04

4.05. Written notice of any meeting called for the purpose of taking any action of the membership authorized under Section 4.03 or 4.04 shall be sent to all members not less than thirty



(30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting.

#### Uniform Rate of Assessment

4.06. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, semi-annual, or annual basis at the discretion of the Board of Directors.

#### Date of Commencement of Annual Assessments: Due Dates

4.07. The annual assessments provided for herein shall commence as to all Lots on the first day of January, 2000. As to lots owned by the association, the first annual assessment on each lot shall be adjusted according to the number of months remaining in the calendar year on the date it is sold by the Association. The Board of Directors shall fix the amount of the annual assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. If for any reason the annual assessment is not established as required hereby, an assessment in the same amount and payable in the same manner and on the same dates as required by assessment for the preceding year shall be due. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly

executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

#### Effect of Nonpayment of Assessments:

##### Remedies of the Association

4.08. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the name, or foreclose the lien against the property, or both, in accordance with the laws of the State of Georgia. No Owner may escape liability for the assessments by nonuse of the Common Area or abandonment of the lot. No lien shall be effective against third parties without knowledge of said lien until a lien is filed upon the deed records of Hall County, Georgia.

##### Subordination of Lien to Mortgages

4.09. The lien of any assessments falling due subsequent to the date of filing on the Hall County Deed Records of a first mortgage shall be subordinate to the lien of such first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of assessment as to payments that became due after the filing on the Hall County Deed Records of the instrument being foreclosed, and prior to the sale or transfer. No sale or transfer shall relieve the Lot from liability for any assessments thereafter becoming due. Foreclosure shall not affect the personal liability of any Owner for assessments.

## ARTICLE V.

### PROTECTIVE COVENANTS

#### Residential Purposes

5.01. All Lots in the Property shall be, and the same hereby are, restricted exclusively to one-family residential use. Notwithstanding the foregoing, a nurse, companion, or housekeeper shall be allowed to live in a residence if the occupant thereof, because of ill health, old age, or infirmity, requires the presence of such person. No structure shall be erected, altered, placed or permitted on any lot, other than a one, detached, single-family dwelling. The erecting of a garage or a storage shed shall be permitted if consistent and harmonious with the style and construction of the residential dwelling on said lot and if approved by the Architectural Control Committee. However, all garages shall be at least two car in size and have a garage door so that the garage area may be closed.

#### Resubdivision of Lots

5.02. No Lot shall be resubdivided into building lots of lesser size than the original Lot, except that part of a Lot may be conveyed to the owner of an adjoining Lot, in which event the part sold shall thereafter be considered a part of such adjoining Lot. After such a division, the remainder of said Lot may be conveyed to another adjoining Lot Owner, and become a part of his Lot, or shall be conveyed to the Association and become a part of the common area. This provision shall not allow a Lot Owner to sell a portion of his Lot to an adjoining Owner after his Lot has had a residence constructed on it.

J. Bradley Abernathy is the owner of Lots 1 and 2, and Robert C. Rider and Evelyn I. Rider are the owners of Lots 12 and 13. By agreement between all three of said Owners and the



Declarant, Lots 1 and 2 shall hereafter be deemed to be combined into one lot, and Lots 12 and 13 shall hereafter be deemed to be combined into one lot. Hereafter, neither of said new combined lots shall be reversed into separate lots, and each shall be assessed by the Association as a single lot rather than as two lots.

#### Temporary Structures

5.03. Neither a temporary nor a non-permanent residence shall be established on any Lot, and no trailer, mobile home, manufactured house, basement, tent, shack, barn or any other outbuilding shall be placed on any Lot. No residence of a temporary character shall be permitted on any Lot under any circumstances. No buildings shall be moved onto any Lot without the consent of both the Architectural Control Committee and the Owners of all adjoining Lots.

#### Signs and Prohibition Against Business Activities and Nuisances.

5.04. No advertising signs (except signs no more than four square feet advertising a Lot or dwelling for sale or rent), billboards, unsightly objects, or nuisances shall be erected, placed, or permitted to remain on the Property nor shall the Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot. No unclean, unkempt, or unsightly condition of any dwelling, accessory structure, or Lot shall be permitted where such conditions tend to decrease the aesthetic standards of the Property as a whole or the aesthetic standards of the area in which such Lot is located. No business activities of any kind whatsoever shall be conducted in any dwelling or accessory building or on any portion of the Property.



### Trash and Refuse

5.05. All Lots shall be kept clean and neat and free of rubbish, and containers for garbage or other refuse placed on any Lot shall be located only behind or beside a dwelling as such dwelling fronts on a street of the Property so as not to be visible from such street except for those times, if any, designated by governmental authorities when such containers are to be placed on said street for collection. Such containers shall be underground or in screened sanitary enclosures, shall be closed at all times and shall be maintained under sanitary conditions. Incinerators for garbage, trash, or other refuse shall not be permitted on the Property.

### Parking

5.06. Each Owner and occupant of a Lot shall park automobiles and other vehicles only on the driveway or in the garage located on such Lot, and no Owner or occupant shall park any automobile on the street as a matter of course. No trucks, campers, trailers, boats, motor homes, unlicensed vehicles, or vehicles of a similar nature shall be parked on any Lot except in a garage. All garage doors shall be kept closed except for the time reasonably necessary for normal ingress and egress.

### Clotheslines and Screening

5.07. No outside clothesline shall be permitted on any Lot. All equipment, trash containers, and woodpiles shall be kept screened by adequate planting or fencing so as to be concealed from view from nearby Lots and streets.

#### Animals or Pets

5.08. No poultry, swine, cows, horses, livestock, or other animals shall be kept on Lots in said subdivision. Owners of Lots in said subdivision shall be allowed to keep normal household pets thereon, but at no time shall said pets be kept for commercial purposes.

#### Offensive Trade

5.09. No noxious or offensive trade shall be carried on or upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

#### Rentals

5.10. There is hereby prohibited the erection of any duplex structure, commercial apartment house, boarding house, or other such structure designed primarily or intended to be used for rental purposes including the renting of a room or an apartment in any dwelling located upon a Lot in the subdivision, even though the Owner also occupies such dwelling as his principal residence.

#### Signs

5.11. A permanent sign with the subdivision name shall be permitted along Arborwalk Drive with the approval of the Architectural Control Committee. No other signs shall be displayed along Arborwalk Drive on any Lot adjoining Arborwalk Drive.

#### Trees

5.12. No tree that is twelve inches in diameter or larger shall be cut down without the specific written approval of the architectural Control Committee.

## ARTICLE VI.

### EASEMENTS

#### Utilities and Other Easements

6.01. The Association and the Board of Directors shall have the irrevocable power as attorney-in-fact on behalf of all Owners and their successors in title to accept easements benefitting the Property or any portion thereof. Easements for the installation, repair, and maintenance of utilities and drainage facilities as shown on the Plat are hereby expressly reserved, and no construction of any dwelling, accessory structure, or other improvement may restrict access to or encroach upon such easements. There shall be a general easement upon, across, above, and over the Property for ingress and egress, installation, replacement, repair, and maintenance of all utilities and drainage facilities serving the Property. The Association shall also have the power to grant easements upon, across, over, and under all of the Common Area, and any part of the Property owned by the Association for ingress, egress, installation, replacement, repair, and maintenance of all drainage facilities and utilities, including but not limited to water, sewer, telephone, gas, electricity, and cable television. After the granting of such easement no construction of any dwelling, accessory structure, or other improvement may restrict access to or encroach upon such easement. Such easements may grant to appropriate utility companies the right to erect and maintain the necessary poles and other necessary equipment on the Property and to affix and maintain utility wires, circuits, and conduits on, above, across and under the property burdened by such easements.

## Septic Tanks and Drain Fields

6.02. Should the drain field on any Lot need to be replaced, and should it not be practical to locate a replacement drain field on such Lot, the Association shall grant to the Owner of such Lot an easement for the installation of such replacement drain field upon the Common Area, provided, however, that such installation shall be subject to the Hall County Health Department Rules and Regulations as they exist at the time of such installation, including, but not limited to, those provisions thereof requiring minimum square footage and distances between systems, and those provisions setting forth certain percolation requirements. If such Rules and Regulations are not satisfied, such replacement drain field may not be located on the Common Area and such easement shall not be granted. The original septic tank and drain field for each Lot is also subject to such Rules and Regulations, and must be located on the Lot served thereby rather than on the Common Area. In no event may a septic tank be located in the Common Area.

## ARTICLE VII. AMENDMENT

### Amendment: By Association

7.01. This Declaration, and all terms, conditions, restrictions, reservations, or other matter contained therein may be amended by the Arborwalk Homeowners Association, Inc. in the manner hereinafter set out. When amended, in the manner hereinafter set out, said Amendment shall relate back to the date of this SECOND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ARBORWALK and shall be binding on all present and future Owners of Lots, whether the amendment was adopted before or after they purchased their Lot, just as if it were part of this original Declaration.



(a) Resolution. A resolution adopting a proposed amendment to these Covenants may be proposed by either the Board of Directors of the Association or by any member of the Association. Such resolution must be approved by the Owners of the Lots to which at least two-thirds (2/3rds) of the votes in the Association appertain.

(b) Notice. Notice of a meeting of the Association to consider the amendments, stating the date of the meeting, the time of the meeting, the place of the meeting, and the subject matter to be considered at the meeting, including the proposed amendments to the covenants that will be discussed, shall be mailed to each member of the Association, by certified mail, at least ten (10) days prior to the date of the meeting. Notice shall be deemed given on the date of mailing, irrespective of future delivery.

(c) Recording. Agreement of the required majority of Owners to any amendment of this Declaration shall be evidenced by their execution of the amendment. In the alternative, such agreement may be evidenced by the sworn statement of the president and secretary of the Association attached to or incorporated in the amendment, in which sworn statement it shall be stated unequivocally that the agreement of the required majority of the Owners was otherwise lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded in the Deed Records of Hall County or at such later date as may be specified in the amendment itself.

#### Amendment: In General

7.02. Every Owner, purchaser, or grantee of any interest in the Property, by execution hereof or by acceptance of a deed or other conveyance therefor, covenants and agrees that the

provisions of this Declaration may be amended as provided herein and that the By-Laws may be amended retroactively as provided herein.

## ARTICLE VIII

### PLAN APPROVAL, SIZE, ETC.

#### Architectural Control

8.01. No building shall be erected, placed, or altered on any lot unless the building plans and specifications, site plan, and landscaping plan are approved in writing by the Architectural Control Committee. The Architectural Control Committee shall consist of the President, Vice President, and Secretary/Treasurer of the Association, and is empowered, in its sole discretion, to approve building plans and specifications, the site plans and the landscaping plans. Its decisions shall be final and not appealable. Chain-link fences are prohibited. Other fences must be approved in writing by the Architectural Control Committee. At the time of construction of improvements on a lot, lot owners shall construct a driveway entrance, which driveway entrance shall meet the City of Gainesville building specifications and any additional specifications which may be imposed by the Architectural Control Committee. All exteriors shall be brick veneer except in such areas as the Architectural Control Committee may allow the use of other accent trim materials or siding. Any driveways shall be paved. All foundations of dwellings shall be covered with materials, acceptable to the Architectural Control Committee. All exterior wood, including cedar, shall be painted with at least two coats or properly stained. Upon completion of the dwelling, the lot owner shall immediately complete the landscaping in compliance with the landscaping plans submitted to the Architectural Control Committee, which landscaping shall include the clearing of all building debris, stumps and any other unnatural foliage. No debris or stumps shall be buried on

any lot. Any playground equipment shall be placed at the rear of the dwelling and shall not be visible from the street. All mailboxes shall be uniform in design and construction and approved by the Architectural Control Committee.

#### Size of Dwellings

8.02. No dwelling shall be erected on any Lot in said subdivision where the ground area thereof shall be less than 1,800 square feet of heated area, exclusive of garages, porches, and other such structures. In case of two-story homes, the Architectural Control Committee shall be allowed, in its sole discretion, to reduce the ground area to less than 1,800 square feet, provided the total square footage shall never be less than 1,800 square feet.

### ARTICLE IX.

#### GENERAL PROVISIONS

9.01. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all provisions, restrictions, and covenants, now or later imposed by this Declaration and any amendment thereto. Failure to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so.

#### Severability

9.02. Invalidation of any one of the provisions of this Declaration by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

#### Covenants Running With Land; Extension

9.03. This promulgation of this Second Declaration of Covenants, Conditions, and Restrictions for Arborwalk shall run for a period of twenty (20) years from the date of adoption, or for the maximum term permitted by law, whichever is longer. Further, upon expiration of the



initial term, or any renewal term, they shall automatically be renewed for successive twenty (20) years terms unless the Owners of Lots to which two-thirds (2/3rds) of the votes in the Association appertain adopt an amendment to this Declaration terminating automatic renewal, and said amendment is recorded upon the deed records in the Office of the Clerk of the Superior Court of Hall County, Georgia.

#### Captions.

9.04. The captions of each section and article hereof as to the contents of each section are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular sections or article to which they refer.

#### Construction

9.05. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has hereunto set its and seal this 8th day of May, 2001.

Signed, sealed and delivered in my presence this 8 day of May, 2001.

Donna Warren  
Witness

Vivian D. Smith  
Notary Public

Notary Public, Hall County, Georgia.  
My Commission Expires Sept. 6, 2003.

ARBORWALK HOMEOWNERS  
ASSOCIATION, INC.

By: [Signature] (SEAL)  
Attest: Russell E. Lind (SEAL)