
Return to: Weissman, Nowack, Curry & Wilco, P.C.
One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, Georgia 30326
ATTN: George E. Nowack, Jr.

Indexing Note: Grantors are each Owner whose
notarized signatures are attached and The
Woods of Parkview Homeowners Association, Inc.

STATE OF GEORGIA

COUNTY OF GWINNETT

DECLARATION OF COVENANTS FOR
WOODS OF PARKVIEW

WHEREAS, Lot Owners in Woods of Parkview Subdivision in Gwinnett County, Georgia, who have executed this Declaration, are the Owners of that certain real property described in signature page(s) affixed hereto and as are listed on Exhibit "A" attached hereto and incorporated herein by reference and desire to subject their Lot and the Property to the terms and provisions of this Declaration of Covenants for Woods of Parkview ("Declaration"), and do hereby subject their Lot and the Property to Membership in The Woods of Parkview Homeowners Association, Inc. ("Association") and authorize and direct the Board of Directors to subject the Common Property, as described in Exhibit "B" as attached hereto and incorporated by this reference, to the terms and provisions of this Declaration; and

WHEREAS, the undersigned officers of the Association desire to approve this Declaration and membership in the Association on behalf of the Association;

WHEREAS, the Lot Owners who have executed this Declaration do hereby consent, on behalf of such Owner, Owner's successors, successors-in-title, heirs, and assigns, that such Owner's Lot shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, covenants, and restrictions contained in this Declaration, as a Member (as defined in this Declaration) of the Association (with the classification set forth on the signatory pages attached hereto), all of which shall run with the title to Owner's Lot and

shall be binding upon all persons having any right, title, or interest in Owner's Lot, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Each Owner understands and acknowledges that, by submitting Owner's Lot to Membership in the Association, each Owner is hereby subjecting Owner's Lot to mandatory assessments in favor of the Association, with lien rights afforded therefore, in accordance with the Declaration. Each Owner does further consent to the submission of the Common Property to this Declaration;

NOW, THEREFORE, the undersigned officers of the Association, and all Lot Owners who have executed this Declaration, hereby declare that all of the Property described herein and in Exhibit "A" and Exhibit "B" shall be held, sold and conveyed subject to this Declaration, which is for the purpose of enhancing and protecting the desirability and attractiveness of, and which shall run with, the Property, and be binding on all parties having any right, title or interest in the Property or any part thereof, and shall, subject to all limitations herein provided, inure to the benefit of each Owner of any portion of the Property, his heirs, grantees, distributees, successors, successors-in-title and assigns and to the benefit of the Association:

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DECLARATION OF COVENANTS

AND FULL MEMBERSHIP FOR WOODS OF PARKVIEW

1. NAME AND LOCATION.

The name of the property is Woods of Parkview, which property is a residential property located in Land Lots 121, 122, 135, and 136 of the 6th District, Gwinnett County, Georgia as recorded in Plat Book 22, Page 209; Plat Book 27, Page 218; Plat Book 30, Page 98; Plat Book 31, Page 294; Plat Book 33, Page 26; Plat Book 33, Page 245; Plat Book 35, Page 55; Plat Book 42, Page 126; Plat Book 44, Page 31; Plat Book 47, Page 174; Plat Book 63, Page 209; Plat Book 75, Page 284, all in the Gwinnett County, Georgia Records.

2. DEFINITIONS.

Generally, terms used in this Declaration, the By-Laws, and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Georgia Nonprofit Corporation Code. Unless the context otherwise requires, certain terms used in this Declaration shall be defined as follows:

(a) Additional Property means all those Lots shown on the Woods of Parkview Plats, which are not submitted hereto. Such Lots, upon execution and recording of a Consent by the Lot Owner in accordance with the terms of this Declaration, shall become a portion of the Property.

(b) Association means The Woods of Parkview Homeowners Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

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

(d) By-Laws mean the Amended and Restated By-Laws of The Woods of Parkview Homeowners Association, Inc. Attached as Exhibit "D".

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

(f) Common Property means all property owned, maintained or operated by the Association for the common benefit of the Members, including playground area, tennis courts, swimming pool, bath house, parking areas, and facilities, shrubbery and landscaping associated with such areas as described in Exhibit "B".

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

(h) Full Member means a Lot Owner whose Lot has been subjected to Full Membership in the Association by written consent recorded in the Gwinnett County, Georgia land records, as provided in Paragraph 4 hereof, and which Lot therefore is a portion of the Property.

(i) Lot means a portion of the Woods of Parkview Subdivision which is intended for ownership and use as a single-family dwelling site and which is subject to this Declaration.

(j) Member Lot means a Lot subjected to either Full or Social Membership in the Association hereunder.

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

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

(m) Owner or Lot Owner means the record titleholder of a Lot within the Property, but shall not include a Mortgage Holder on the Lot.

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

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

(p) Social Member means an Owner or Occupant of a Lot who is a member of the Association, but whose Lot has not been subjected to Full Membership

3. EFFECTIVE DATE.

Owners may submit their Lots to the terms of this Declaration without payment of an initiation fee during the Enrollment Period, which period shall close forty-five (45) days after March 15, 2005. This Declaration shall not be effective, whether or not it is recorded, until and unless: (a) at least eighty-six (86) Owners have subjected their Lots to Full Membership by executing this Declaration as an Additional Signatory as shown on Exhibit "A" and incorporated herein by this reference, (b) this Declaration and such Consents have been recorded in the Gwinnett County, Georgia land records, and (c) two Association officers have executed the final page hereof certifying that the minimum number of signatures have been obtained. Additional Consents, by Owners of Lots within Woods of Parkview, may be recorded at any time subsequent to the recording of this Declaration, subject to the terms of this Declaration. Consents (Exhibit "C") shall be valid only if executed by at least one officer of the Association and recorded by the Association.

4. ASSOCIATION MEMBERSHIP USE RIGHTS AND VOTING RIGHTS.

(a) Membership.

(i) Full Members. Each Person who is the record owner of a fee or undivided fee interest in any Lot subjected to this Declaration, and whose Lot is submitted to Full Membership in the Association by written consent recorded in the Gwinnett County, Georgia land records, shall be a Full Member of the Association and shall be entitled to use of all Common Property of the Association and shall be entitled to vote as set forth herein and in the By-Laws of the Association. Full Membership shall be appurtenant to and may not be separated from ownership of any such Full Membership Lot.

(ii) Social Members. Each Person who is the record owner of a fee or undivided fee interest in any Lot, and whose Lot is submitted to Social Membership in the Association by execution hereof, or by a consent form (as set forth above) recorded in the Gwinnett County, Georgia land records, shall be a Social Member of the Association and shall be entitled to vote as set forth herein and in the Bylaws of the Association. Social Membership shall be appurtenant to and may not be separated from ownership of any such Member Lot.

A Social member shall have the right, but not the obligation, to convert to Full Membership in the manner described in subsection (a) above. A Social Member who converts to Full Membership shall not be subject to payment of an initiation fee.

NOTICE: UPON CONVEYANCE OR TRANSFER OF A LOT WHOSE OWNER HAS EXECUTED THIS DECLARATION SUBJECTING SUCH OWNER'S LOT TO SOCIAL MEMBERSHIP, SUCH LOT SHALL AUTOMATICALLY CONVERT, AT THE TIME OF SUCH CONVEYANCE OR TRANSFER, TO FULL MEMBERSHIP AND SHALL BE SUBJECT TO THE RIGHTS, DUTIES, AND OBLIGATIONS OF FULL MEMBERSHIP, BUT SHALL NOT BE SUBJECT TO AN INITIATION FEE. THIS DECLARATION SHALL SERVE AS RECORD NOTICE OF SUCH CONVERSION FROM SOCIAL TO FULL MEMBERSHIP AND NO FURTHER NOTICE SHALL BE REQUIRED.

The foregoing definitions of membership are not intended to include Persons who hold an interest merely as security for the performance of an obligations, and the giving of a security interest shall not terminate an Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot owned. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Any rights and privileges of membership, including the right to vote and to hold office, may be exercised by a Member or the Member's spouse, but in no event shall more than one (1) vote be cast nor office held for each Lot owned.

(iii) Non-Resident Users. The Board is authorized to permit non-residents of Woods of Parkview to use the recreational facilities. The exact number of users and the charge, if any, to use the facilities shall be determined by the Board. Non-resident users shall sign a Use Agreement that sets forth the rights and obligations of a non-resident user.

(b) Recreational Facilities. Full Members shall be entitled to the use of all Association recreational facilities including the swimming pool, tennis courts and related facilities, subject to this Declaration, the Bylaws and the rules and regulations of the Association. Social Members shall be entitled to attend Board designated community-wide social functions. Social Members shall have no rights to use of the swimming pool and related facilities, nor the tennis courts and related facilities, except as specifically provided by the Board.

(c) Voting. Full Members and Social Members shall be entitled to one (1) equal vote for each Member Lot owned as more fully provided in the By-Laws. When more than one (1) Person holds an ownership interest in any such Member Lot, the vote for such Member Lot shall be exercised as those Owners determine among themselves and advise the Secretary prior to any meeting. In the absence of such advice, the Member Lot's vote shall be suspended in the event more than one (1) Person seeks to exercise it.

5. DUES AND ASSESSMENTS.

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

(b) Creation of the Lien and Personal Obligation For Assessments. Each Owner of a Full Member Lot or a Social Member Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments (dues) or charges; (ii) special assessments, such assessments to be established and collected as hereinafter provided; and (iii) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration.

All such dues and assessments, together with late charges, interest of 18% per annum, costs, and reasonable attorney's fees actually incurred, shall be a charge on such Full Member Lot or Social Member Lot and shall be a continuing lien upon the Lot against which each dues or assessment are made. Such amounts shall also be the

personal obligation of the Person who was the Owner of such Lot at the time when the dues or assessment fell due. Each Owner of a Full Member Lot and Social Member Lot and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. Dues and assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include acceleration of any unpaid portion of any annual or special assessment for delinquent Owners upon ten (10) days written notice.

The sale or transfer of any Lot pursuant to foreclosure of a first Mortgage shall extinguish the lien for assessments as to payments coming due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter coming due or from the lien thereof. No Full Member may exempt himself or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever.

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

(i) If the annual assessments or any part or installment thereof is not paid in full within thirty (30) days of the due date, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid may be imposed without further notice or warning to the delinquent Member, and interest at the rate of 18% per annum shall accrue from the due date.

(ii) For Owners whose Lots are subjected to Full Membership in the Association, the Association, acting through the Board, may suspend the Owner's right to use the Common Property if the amounts remain unpaid for more than thirty (30) days, and institute suit to collect all amounts due pursuant to the provisions of the Declaration and the By-Laws, if the amounts remain unpaid for more than sixty (60) days.

(iii) For Social Members, if assessments, dues, or other charges or any part thereof, remain unpaid for more than thirty (30) days, the Association may revoke such Member's right to vote and act and social functions upon ten (10) days written notice.

(iv) If part payment of assessments and related charges is made, the amount received shall be applied first to costs and attorneys fees, as applicable, and then, in order, to late charges, interest, delinquent assessments, and current assessments.

(d) Maximum Dues/Assessments; Computation of Operating Budget and Assessment.

i) Full and Social Member Assessment. The annual dues/assessment for Full Members shall be established pursuant to a budget created and adopted by the Board, covering the estimated costs of maintaining and operating the Common Property during the coming year. The annual assessment for Social Members shall be established based on the same budget for Full Members, but shall only include the costs of operating the Association not the operation and maintenance of the Recreational Facilities. The budget and notice of assessment shall be sent or delivered to each Member at least thirty (30) days prior to the due date of the annual assessment. The budget shall include amounts to cover anticipated Common Expenses of operating, maintaining, repairing, improving and managing all of the Common Property, including insurance, legal, accounting and other professional fees, landscaping costs, and a reserve or capital contribution related to maintenance, repair, improvement and operation of the Common Property. For the first year after the recording of this Declaration, the maximum annual assessment for Full Members shall not exceed \$490.00, and the maximum annual assessment for Social Members shall not exceed \$95.00, and shall not increase by more than ten percent (10%) per year above the previous year's annual assessment without the approval of a majority of the eligible Members who are voting in person or by proxy at a duly called Association meeting, or by ballot. Notwithstanding anything to the contrary herein, if a Member transfers a Lot to another Member, there shall be no refund of the annual assessment and the purchaser and seller may allocate the annual assessment among themselves in a manner that they shall determine.

If the Board proposes a budget with an annual assessment more than ten percent (10%) greater than the previous year's assessment, and the Membership disapproves the proposed budget, or if the Board fails for any reason

so to determine the budget for the succeeding year, then, until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. However, the Board may propose a new budget at any time during the year by causing the proposed budget and assessment to be delivered to the Members in accordance with the procedure set forth here.

(e) Initiation Fee. Subsequent to the Enrollment Period, the Board, in its discretion, may require the payment of a non-refundable initiation fee not to exceed \$2,000.00 in order to become a Full Member. Notice of the amount shall be announced in a letter to the members. In addition, all Lots subjected to Full Membership after the Enrollment Period shall pay the Full Member annual assessment that was imposed for each year from the date of the expiration of the Enrollment Period to the date of the filing of the consent form subjecting the Lot to the terms of this Declaration.

(f) Special Assessments. In addition to the annual assessment provided for above, the Board may at any time levy a special assessment for any purpose against Full Members, notice of which shall be sent to all Full Members; provided, however, prior to becoming effective, any special assessment first shall be approved by the affirmative vote of at least two-thirds (2/3) of eligible Full Members present or represented by proxy at a duly called meeting, notice of which shall specify that purpose, or by ballot specifying that purpose.

(g) Capital Budget and Reserve Contribution. As part of the annual budget and assessment, the Board may fix and establish an annual reserve or capital contribution, in an amount sufficient to permit meeting the projected capital and future needs of the Association.

(h) Statement of Account. Any Owner, Mortgage holder, or a Person having executed a contract for the purchase of a Member Lot, or a lender considering a loan to be secured by a Member Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a Member Lot. The Association shall respond in writing within five (5) days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten (\$10.00) dollars, or such higher amount as authorized by the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein.

(i) Specific Assessments. In the discretion of the Board, any Association Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the licensees or invitees of any such Lot or Lots, including but not limited to reasonable attorneys fees actually incurred by the Association, may be specially assessed against such Lot or Lots. Failure of the Board to exercise its authority under this Paragraph shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority under this Paragraph in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Paragraph.

6. ASSOCIATION RIGHTS AND RESTRICTIONS.

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

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

(b) to enforce the provision of this Declaration and the By-Laws and rules and regulations concerning the Property and Common Property, by imposing reasonable monetary fines, suspending use and voting privileges of Members (as provided in the By-Laws), using any other legal or equitable means, including self-help, and any other available legal or equitable means. These powers, however, shall not limit any other legal means of enforcing the Declaration, Bylaws and rules and regulations by either the Association or, in an appropriate case, by an aggrieved Owner. Any fines imposed against a Full Member shall be considered an assessment against a Full Member's Lot;

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

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

(e) to deal with the Common Property in the event of damage or destruction as a result of casualty loss, condemnation or eminent domain, in accordance with the provisions of this Declaration;

(f) to represent the Members in dealing with governmental entities involving the Common Property;

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

(h) to allow non-residents to use the Recreational Facilities pursuant to an annual Use Agreement.

(i) to retain the services of a management company for services including but not limited to collection of dues, levying assessments, and other miscellaneous administrative duties.

7. INSURANCE.

(a) The Association's Board or its duly authorized agent shall have the authority to and, if reasonably available, shall obtain insurance for all insurable improvements on the Common Property. This insurance shall include fire and extended coverage, including coverage for vandalism and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "special form" coverage in like amounts.

(b) The Board shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its Members or agents in their capacities as such, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million Dollars (\$1,000,000.00).

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

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

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

8. REPAIR AND RECONSTRUCTION.

In the event of damage to or destruction of all or any part of the Common Property as a result of fire or other casualty, unless eighty (80%) percent of the Members vote not to proceed with the reconstruction and repair of the structure, the Board or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to the Common Property, the Board shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures thereon to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary.

(b) Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, a special assessment shall be made against all of the Full Members without the necessity of a vote of the Full Members or compliance with Paragraph 5(f) above. If after repair and reconstruction is completed there is a surplus of funds, such funds shall be common funds of the Association to be used as directed by the Board.

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

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

9. USE RESTRICTIONS.

Each Owner of a Lot shall be responsible for ensuring that the Owner's family, guests, tenants and occupants comply with all provisions of this Declaration, the By-Laws and the rules and regulations of the Association. Furthermore, each Owner and occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Owner's family, guests, tenants or occupants, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or occupants.

10. ENFORCEMENT.

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

The Board shall have the power to impose reasonable fines against Members, which shall constitute a lien upon the Lot, and to suspend a Member's right to vote or to use the Common Property for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder. If any occupant violates the Declaration, Bylaws or Association rules and a fine is imposed, the fine may be imposed against the Member and/or occupant. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

Each Member shall be responsible for ensuring that the Member's family, guests, tenants and occupants comply with all provisions of this Declaration, the By-Laws and the rules and regulations of the Association. In addition to any rights the Association may have against the Member's family, guests, tenants or occupants, the Association may take action under this Declaration against the Member as if the Member committed the violation in conjunction with the Member's family, guests, tenants or occupants.

11. SEVERABILITY.

Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise shall in no way affect the application of such provision to other circumstances or affect any other provision(s), which shall remain in full force and effect.

12. DURATION.

The covenants and restrictions of this Declaration shall run with and bind the Property in accordance with OCGA § 44-5-60(d), as may be amended.

13. AMENDMENT.

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

14. MAINTENANCE.

The Association shall maintain, keep in good repair and, in the Board's discretion, improve the Common Property. This maintenance shall include, without limitation, maintenance, repair and replacement, subject to any insurance then in effect, of all structures, landscaping grass areas, paving and other improvements situated on the Common Property. The Association shall have the right, but not the obligation, to maintain other property not owned by the Association where the Board has determined that such maintenance would benefit all Owners.

15. GENERAL PROVISIONS.

(a) Security. The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety on the Common Property; however, each Member, for himself or herself and his or her tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security on the Common Property. It shall be the responsibility of each Member to protect his or her person and property and all responsibility to provide security shall lie solely with each Member. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

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

(c) Indemnification. The Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all

liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

(d) Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the By-Laws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

16. PREPARER.

This Declaration was prepared by George E. Nowack, Jr., Weissman, Nowack, Curry & Wilco, P.C., One Alliance Center, 4th Floor, 3500 Lenox Road, Atlanta, Georgia 30326.

IN WITNESS WHEREOF, the undersigned Lot Owners at Woods of Parkview, by execution of this Declaration, do hereby submit the Property described in Exhibit "A" hereto to the terms of this Declaration and to Membership in The Woods of Parkview Homeowners Association, Inc., and, further, the undersigned officers of The Woods of Parkview Homeowners Association, Inc., hereby certify that this Declaration was duly adopted by and consented to by the required number of Lot Owners and by the Board of Directors of the Association.

This ___ day of _____, 2005.

THE WOODS OF PARKVIEW HOMEOWNERS ASSOCIATION, INC.

By: _____
President

Attest: _____
Secretary

[CORPORATE SEAL]

Sworn to and subscribed to
before me this _____ day of
_____, 2005.

Witness

Notary Public

[NOTARY SEAL]

[Additional signatory to Declaration]

The undersigned owner(s) is/are the record owner and holder of title in fee simple to a Lot within the Woods of Parkview Subdivision in Gwinnett County, Georgia, located at the address described below, and more particularly shown as Lot ____, as located in Land Lot ____, __ District, and as shown on the plat of survey for Woods of Parkview Subdivision recorded in Plat Books __, Pages __and __, Gwinnett County, Georgia records such plat being incorporated herein by this reference. Owner(s) also consent to passage of the Amended and Restated Bylaws of The Woods of Parkview Homeowners Association, Inc.

Owner(s) shall be a _____ Member of the Association.
(Full or Social)

Signature of Owner

Signed, sealed and delivered
this ____ day of _____,
2005.

Print or Type Full Name of Owner

Witness

Notary Public
[NOTARY SEAL]

Street Address

Signed, sealed and delivered
this ____ day of _____,
2005.

Signature of Co-Owner, if any

Witness

Print or Type Full Name of Co-Owner

Notary Public
[NOTARY SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

EXHIBIT "B"

Common Property

All that tract or parcel of land lying and being in Land Lot 136 of the 6th District of Gwinnett County, Georgia, and being more particularly described as follows:

Beginning at a point on the northwest side of Highview Way (having a 50 foot right-of-way) a distance of 180.00 feet, as measured along the northern right-of-way of Highview Way, from the point where the northwestern right-of-way of Highview Way intersects the northeastern right-of-way of Bowers Brook Drive (having a 50 foot right-of-way); thence running North 29°39'54" West a distance of 238.64 feet to a point; thence running North 52°53'08" East a distance of 30.00 feet to a point; thence running north 29°39'54" West a distance of 85.50 feet to a point; thence running South 60°20'07" West a distance of 55.42 feet to a point; thence running North 10°41'20" West a distance of 252.00 feet to a point; thence running South 79°18'40" West a distance of 129.00 feet to a point; thence running North 06°37'53" West a distance of 74.92 feet to a point; thence running North 29°39'53" West a distance of 513.00 feet to a point; thence running South 28°27'36" West a distance of 156.16 feet to a point which intersects the eastern right-of-way of Planters Drive; running thence northwesterly along the right-of-way of Planters Drive a distance of 59.91 feet to a point; thence running North 40°11'14" West a distance of 228.34 feet to a point, which point lies on the southeastern right-of-way of Seaboard Coast Line Railroad (having a 100 foot right-of way), thence running northeasterly along the southeasterly side of the Seaboard Coast Line Railroad and following the curvature thereof an arc distance of 403.93 feet to a point (said arc having a chord bearing of North 55°45'52" East and a chord distance of 403.59 feet); running thence South 29°39'53" East a distance of 1387.18 feet to a point; running thence South 60°20'07" West a distance of 140.00 feet to the point of beginning; Said property being further shown on a Final Plan – Unit Three, Woods of Parkview, dated October 11, 1985 for Key Development & Construction Co., Inc. by McNally & Patrick, Inc.

Title is transferred subject to the provisions of the Quit Claim Deed to Grantor recorded in Gwinnett County Deed Book 5666, Page 324.

EXHIBIT "C"

STATE OF GEORGIA
COUNTY OF GWINNETT

Index in Grantor Index Owner's Name(s): _____
Index in Grantor and Grantee Index Also Under:
The Woods of Parkview Homeowners Association, Inc.

Cross Reference to Owner's Deed: Deed Book _____
Page _____

Cross Reference to
Declaration of Covenants for
Woods of Parkview Deed Book _____
Page _____

**CONSENT FORM TO THE DECLARATION OF COVENANTS FOR
WOODS OF PARKVIEW AND OWNER SUBMISSION TO MEMBERSHIP IN
THE WOODS OF PARKVIEW HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the undersigned owner(s) (hereinafter referred to as "Owner") is the record owner and holder of title in fee simple to a Lot within the Woods of Parkview subdivision in Gwinnett County, Georgia, located at the address described below, and more particularly shown as Lot _____, as located in Land Lot _____, ___ District, ___ Section, as shown on the plat of survey for Woods of Parkview subdivision recorded in Plat Book ___, Pages ___ and ___, Gwinnett County, Georgia records (hereinafter "Owner's Property") such plat being incorporated herein by this reference; and

WHEREAS, Owner desires to submit Owner's Property to the Declaration of Covenants for Woods of Parkview as a Full Member of the Association, as defined in the Declaration.

NOW, THEREFORE, Owner does hereby consent, on behalf of Owner, Owner's successors, successors-in-title, heirs, and assigns, that from and after the date of this Consent, Owner's Property shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, covenants, and restrictions contained in the Declaration, as a **Full** Member of the Association, all of which shall run with the title to Owner's Property and shall be binding upon all persons having any right, title, or interest in Owner's Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Owner understands and acknowledges that, by submitting Owner's Property to **Full** Membership (as defined in the Declaration) in the Association, Owner is hereby subjecting Owner's Property to mandatory assessments in favor of the Association, with lien rights afforded therefore, in accordance with the Declaration.

Owner does further consent to the submission of the Common Property (as defined in the Declaration) to the Declaration.

Signed, sealed, and delivered
this _____ day of _____, 2005.

Signature of Owner

Print or Type Full Name of Owner(s)

Witness

Signature of Co-Owner

Notary Public

Street Address

[NOTARY SEAL]

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

*Signed, sealed, and delivered this
_____ day of _____, 2005.*

*Approved by:
THE WOODS OF PARKVIEW HOMEOWNERS ASSOCIATION, INC.*

Witness

*By: _____
Its: President*

*Notary Public
[NOTARY SEAL]*

[CORPORATE SEAL]