

---

After Recording Return To:  
Lueder, Larkin & Hunter, LLC  
5900 Windward Parkway, Suite 390  
Alpharetta, Georgia 30005  
Attn: JCL

Cross Reference:  
Deed Book 1102, Page 766  
Deed Book 1010, Page 115  
Deed Book 1090, Page 533

STATE OF GEORGIA

COUNTY OF DOUGLAS

**AMENDED AND RESTATED**

**TENANCY-IN-COMMON AGREEMENT**

WHEREAS, Greythorne, LLC, a Georgia limited liability company and Benchmark United, Inc., a Georgia corporation (hereinafter collectively referred to as the “Developers”), executed that certain Limited Warranty Deed on September 16, 1997, which was recorded on October 6, 1997 in Deed Book 1102, Page 766, *et. seq.* (the “Limited Warranty Deed”), and which Limited Warranty Deed did convey certain real property to Greythorne Community Association, Inc. (“Greythorne”) and Mt. Vernon Point Community Association, Inc. (“Mt. Vernon”) as Tenants in Common;

WHEREAS, Greythorne and Mt. Vernon are planned unit developments located in Douglas County, Georgia;

WHEREAS, the governing documents for the Greythorne community are the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Greythorne and the Bylaws for Greythorne Community Association, Inc., which are recorded in the Douglas County, Georgia property records in Deed Book 1010, Page 115 *et. seq.* (hereinafter the “Greythorne Governing Documents”);

WHEREAS, the governing documents for the Mt. Vernon community are the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mt. Vernon Point Subdivision and the Bylaws for Mt. Vernon Point Community Association, Inc., which are recorded in the Douglas County, Georgia property records in Deed Book 1090, Page 533 *et. seq.* (hereinafter the “Mt. Vernon Governing Documents”) (the Greythorne Governing Documents and the Mt. Vernon Governing Documents may hereinafter be collectively referred to as the “Communities’ Governing Documents”);

WHEREAS, pursuant to the Limited Warranty Deed, Greythorne was granted a 2/3 undivided interest, and Mt. Vernon Point was granted a 1/3 undivided common interest in that certain real property, which was designated within the Communities’ Governing Documents and the Limited Warranty Deed itself as “Common Property”;

WHEREAS, attached as Exhibit “C” to the Limited Warranty Deed is the Tenancy-in-Common Agreement (the “Original Agreement”) between the Parties, which generally discusses the operation of the Common Property and creates the Joint Committee, as defined hereinbelow;

WHEREAS, pursuant to Paragraph 11 of the Original Agreement, the Original Agreement may be amended by the agreement of each of the Associations approved as required for an amendment of the Mt. Vernon Declaration and the Greythorne Declaration, respectively,

evidenced by the execution of the amendment by the President of each Association, attested by the respective secretary with the corporate seal affixed;

WHEREAS, the Mt. Vernon Declaration and the Greythorne Declaration in Article 13, Paragraph 13.6 provide for amendments to the respective Declarations with the affirmative vote or written consent of at least two-thirds (2/3) of the Lot Owners and the Consent of the Declarant;

WHEREAS, on June 5, 2008, Greythorne, LLC, the Declarant for Greythorne, executed that certain Full Termination of Declarants Rights under the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Greythorne, which was recorded on June 11, 2008 in Deed Book 2709, Page 51, *et. seq.* of the Douglas County, Georgia property records, wherein Greythorne, LLC terminated any and all of its rights under the Greythorne Governing Documents, including the right to approve/disapprove of amendments to the Greythorne Governing Documents;

WHEREAS, Greythorne and Mt. Vernon are the joint owners of the Common Property, which is the real property described in Exhibit "A" attached hereto;

WHEREAS, Greythorne and Mt. Vernon intend to subject the real property described in Exhibit "A" attached hereto to the provisions of this Declaration, and to simultaneously amend the Original Agreement by striking the same in its entirety, and simultaneously replacing the same with this Amended and Restated Tenancy-in-Common Agreement (the "Agreement");

WHEREAS, at least two-thirds (2/3) of the Lot Owners of Greythorne have agreed to amend the Original Agreement;

WHEREAS, at least two-thirds (2/3) of the Lot Owners of Mt. Vernon have agreed to amend the Original Agreement;

WHEREAS, the Declarant for Mt. Vernon has agreed to amend the Original Agreement, as evidenced by the execution of this Declaration by Benchmark United, Inc.;

NOW, THEREFORE, Greythorne and Mt. Vernon hereby declare that the real property described in Exhibit "A" attached hereto is subjected to the provisions of this Agreement and shall be held, sold, transferred, conveyed, used, occupied, mortgaged, and otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens set forth herein, which shall run with the title to the real property subjected to this Agreement. This Declaration shall be binding upon all parties having any right, title, or interest in any part of the property subjected hereto, including their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner of any portion of such property; AND NOW, THEREFORE, the Original Agreement is hereby stricken in its entirety and the following is simultaneously substituted therefor:

# **EXHIBIT “C”**

## **AMENDED AND RESTATED** **TENANCY-IN-COMMON AGREEMENT**

LUEDER, LARKIN & HUNTER, LLC  
Attorneys  
5900 Windward Parkway, Suite 390  
Alpharetta, Georgia 30005  
770-685-7000  
*www.luederlaw.com*

**- TABLE OF CONTENTS -**

<b><u>ARTICLE</u></b>	<b><u>SECTION</u></b>	<b><u>.PAGE</u></b>
I.	DEFINITIONS.....	1
II.	THE PROPERTY.....	3
	2.1. Ownership of the Property .....	3
	2.2. Prohibited Transfers .....	3
III.	THE JOINT COMMITTEE .....	3
	3.1. Composition .....	3
	3.2. Voting Rights .....	3
IV.	JOINT COMMITTEE RIGHTS AND RESTRICTIONS .....	4
V.	ASSESSMENTS .....	6
	5.1. Purpose of Assessment.....	6
	5.2. Personal Obligation For Assessments .....	6
	5.3. Rate of Assessments and Specific Assessments.....	6
	5.4. Computation of Operating Budget and Assessment.....	7
	5.5. Reserve Budget and Reserve Account .....	7
	5.6. Special Assessments.....	7
	5.7. Delinquent Assessments.....	8
VI.	USE RESTRICTIONS .....	9
	6.1. Use of Common Property.....	10
	6.2. Rules and Regulations.....	10
	6.3. Compliance with this Amendment, the Community Declarations, Bylaws, and Rules and Regulations .....	10
VII.	MAINTENANCE RESPONSIBILITY .....	11
VIII.	EASEMENTS .....	11

	8.1. Easements for Use and Enjoyment.....	11
IX.	INSURANCE.....	12
	9.1. Hazard Insurance on Common Property .....	12
	9.2. Association Liability and Directors' and Officers' Liability Insurance .....	12
	9.3. Premiums and Deductible on Association Policies.....	12
	9.4. Policy Terms .....	12
X.	REPAIR AND RECONSTRUCTION .....	13
	10.1. Common Property .....	13
	10.2. Cost Estimates.....	13
	10.3. Source and Allocation of Proceeds .....	14
	10.4. Insurance Deductibles .....	14
XI.	AMENDMENTS.....	14
XII.	GENERAL PROVISIONS.....	14
	12.1. Enforcement.....	14
	12.2. Duration.....	16
	12.3. Security .....	16
	12.4. Dispute Resolution .....	17
	12.5. No Discrimination.....	17
	12.6. Indemnification .....	17
	12.7. Eminent Domain .....	18
	12.8. Implied Rights.....	18
	12.9. Severability.....	18
	12.10. Conflicts.....	18
	12.11. Binding on Successors .....	18

12.12. Construction .....	19
12.13. Modification .....	19
12.14. Entire Agreement .....	19
12.15. Inducement .....	19

**- LIST OF EXHIBITS -**

1. EXHIBIT "C-1" - Property Description
2. EXHIBIT "C-2" - Bylaws



**AMENDED AND RESTATED**  
**TENANCY-IN-COMMON AGREEMENT**

ARTICLE I

DEFINITIONS

1.1 Associations are Greythorne Community Association, Inc., a Georgia nonprofit corporation, its successors or assigns and Mt. Vernon Point Community Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

1.2 Board or Board of Directors means the elected body responsible for the management and operation of the Associations.

1.3 Bylaws mean the Bylaws of the Joint Committee, attached to this Agreement as Exhibit "C-2" and incorporated herein by this reference.

1.4 Capital Improvement means any non-recurring expenditure or any expenditure for physical improvements, including costs for: acquisition of existing buildings, land, or interests in land; construction of new buildings or other structures, including additions and major alterations; acquisition of fixed equipment; landscaping; and similar expenditures, including any change, alteration, rearrangement or addition to existing structures and facilities, and any new construction, acquisition or improvements to the Property, structures, or service systems.

1.5 Common Property or Property means any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by Greythorne and/or Mt. Vernon for the common use and enjoyment of the Owners of both Communities, including the property described in Exhibit "C-1" attached hereto, which is incorporated herein by this reference and any real or personal property which may be acquired by the Joint Committee, the Associations, or either Association for purposes related to the administration, maintenance, and enjoyment of the real property described on Exhibit "C-1". This definition shall expressly exclude any real and/or personal property, easements, and other property interests owned by Greythorne for the sole use and enjoyment of the Owners in the Greythorne Community (and not otherwise used in connection with the property described on Exhibit "C-1") and shall also expressly exclude any real and/or personal property, easements and other property interests owned by Mount Vernon for the sole use and enjoyment of Owners in the Mount Vernon Community (and not otherwise used in connection with the property described on Exhibit "C-1").

1.6 Communities means that certain real property subjected to the Greythorne Declaration or the Mt. Vernon Declaration, as are defined hereinbelow.

1.7. Community Declarations means the Greythorne Declaration and the Mt. Vernon Declaration, as are defined hereinbelow.

1.8. Effective Date of this Agreement means the date that this Agreement is recorded in the Douglas County, Georgia land records.

1.9. Greythorne means Greythorne Community Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

1.10 Greythorne Declaration means that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for Greythorne, which is recorded in the Douglas County, Georgia property records in Deed Book 1010, Page 115 *et. seq.*, which may be amended and supplemented from time to time.

1.11 Greythorne Bylaws means the Bylaws for Greythorne Community Association, Inc., which are attached as Exhibit "B" to the Greythorne Declaration.

1.12 Joint Committee is the committee with the delegated authority from Greythorne and Mt. Vernon for the administration and operation of the Property

1.13. Lot means a portion of the Communities intended for ownership and use as a single-family dwelling site and as shown on the plats for the Communities recorded in the Douglas County, Georgia land records.

1.14 Mt. Vernon means Mt. Vernon Point Community Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

1.15 Mt. Vernon Declaration means Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mt. Vernon Point Subdivision, which is recorded in the Douglas County, Georgia property records in Deed Book 1090, Page 533 *et. seq.*, which may be amended and supplemented from time to time.

1.16 Mt. Vernon Bylaws means the Bylaws for Mt. Vernon Point Community Association, Inc., which are attached as Exhibit "B" to the Mt. Vernon Declaration.

1.17 Occupant means any Person occupying all or any portion of a dwelling or other property located within the Greythorne Community or the Mt. Vernon Community for any period of time, regardless of whether such Person is a tenant or the Owner of such property.

1.18 Owner means the record title holder of a Lot, whether one or more Persons, but shall not include a mortgage holder.

1.19 Person means any individual, corporation, firm, association, partnership, trust, or other legal entity.

## ARTICLE II

### THE PROPERTY

2.1. Ownership of the Property. Title to the Property is held by Greythorne, as to an undivided 2/3rd interest and Mt. Vernon, as to an undivided 1/3rd interest, as tenants-in-common. The Property shall constitute "Common Property" as provided in the Community Declarations.

2.2 Prohibited Transfers. Neither Greythorne nor Mt. Vernon may sell, transfer, assign or otherwise dispose of, mortgage, hypothecate, or otherwise encumber or permit or suffer any encumbrance of, all or any part of the interest of any such Association in the Common Property, unless approved in writing by both Associations after unanimous approval of all members of Greythorne's and Mt. Vernon's respective Board of Directors and subject to the provisions of Section 8.1(e), if applicable. Any attempt to so transfer or encumber the Common Property shall be void, and shall entitle the non-defaulting Association to recover damages arising from such transfer, in addition to any and all other remedies available at law or in equity.

## ARTICLE III

### THE JOINT COMMITTEE

The powers and duties of the Associations with respect to the Property shall be exercised by and the decisions regarding the Property shall be made by the Joint Committee.

3.1. Composition. The members of the respective Board of Directors for Greythorne and Mt. Vernon shall be the members of the Joint Committee.

3.2. Voting Rights. Unless otherwise specifically provided herein, Joint Committee votes shall be weighted in accordance with Paragraph 3.2(a) hereof.

(a) Weighted Voting. The Joint Committee members shall have the right to exercise a maximum of one-hundred (100) votes, collectively, which are allocated among the Associations as follows:

(i) Even-Numbered Years. In all even-numbered years, the Joint Committee members from Mt. Vernon's Board of Directors shall have sixty (60) votes and the Joint Committee members from Greythorne's Board of Directors shall have forty (40) votes to exercise during any Joint Committee meeting.

(ii) Odd-Numbered Years. In all odd-numbered years, the Joint Committee members from Greythorne's Board of Directors shall have sixty (60) votes and the Joint Committee members from Mt. Vernon's Board of Directors shall have forty (40) votes to exercise during any Joint Committee meeting.

(iii) Allocation of Votes Among Joint Committee Members. The total votes allocated to each Association shall be divided equally among each Association's respective Joint Committee members in attendance at the meeting. For example, if during an even-numbered year (at which Mt. Vernon has a total vote allocation of sixty (60) votes and Greythorne has a total vote allocation of forty (40) votes), if Mt. Vernon has three (3) Joint Committee members and Greythorne has one (1) Joint Committee member in attendance at a particular meeting, the sixty (60) votes allocated to Mt. Vernon will be divided equally among the three (3) Mt. Vernon Joint Committee members who are present, giving them twenty (20) votes each; and Greythorne's forty (40) votes will all be exercised by the single Greythorne Joint Committee member in attendance. The express purpose of this provision is to give each Association's membership its full voting authority, regardless of how many of its Board Members are in attendance at any Joint Committee meeting. If the Joint Committee attempts to accomplish an action without a meeting pursuant to the Section 2.13 of the Bylaws the vote allocation above shall apply as if all of the Joint Committee members are all in attendance, unless a member has given prior written notice to the Secretary of the Joint Committee, in which case, the votes will be re-allocated among the other members representing the absent member's Association as provided above.

(b) Suspension of Voting Rights. An Association's Joint Committee's votes shall automatically be suspended during any period in which that Association is more than thirty (30) days delinquent on any assessment or charge, and the Association's Joint Committee members shall be ineligible to vote on any matter until the Association's account balance has been paid in full. The Joint Committee members from the non-defaulting Association shall have full control over the Joint Committee until the delinquent Association's account balance has been paid in full.

#### ARTICLE IV

##### JOINT COMMITTEE RIGHTS AND RESTRICTIONS.

4.1. Joint Committee Rights and Restrictions. The Joint Committee shall have the right and authority, in addition to and not in limitation of any other right it may have, to:

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

(b) enforce this Agreement by imposing reasonable monetary fines and suspending use and voting privileges. These powers, however, shall not limit any other legal means of enforcing such documents or provisions by the Joint Committee or, in an appropriate case, by Greythorne, Mt. Vernon, or an aggrieved Owner or Member;

(c) the delegated and assigned right to enforce this Agreement, the Joint Committee Bylaws, and rules and regulations of the Joint Committee by imposing reasonable monetary fines and suspending use and voting privileges of members of either Association. These powers, however, shall not limit any other legal means of enforcing such documents or provisions by either the Joint Committee or, in an appropriate case, by Greythorne, Mt. Vernon, or an aggrieved Owner or Member;

(d) to compel Mt. Vernon and Greythorne to enforce the Agreement, Joint Committee Bylaws, and rules and regulations of the Joint Committee as to each Association's respective membership by mandating the payment of fines, suspension of use privileges, and any other available remedy. These powers, however, shall not limit any other legal means of enforcing such documents or provisions by either the Joint Committee or, in an appropriate case, by Greythorne, Mt. Vernon, or an aggrieved Owner or Member;

(e) control, manage, operate, maintain, replace and, in the Joint Committee's discretion, alter or improve all portions of the Common Property for which the Association is assigned maintenance responsibility under this Declaration;

(f) 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 Agreement and the Community Declarations;

(g) represent Greythorne and Mt. Vernon in dealing with governmental entities on matters related to the Common Property;

(h) obtain a P.O. box for all mail related to the Common Property;

(i) open joint bank accounts on behalf of the Associations and designating the signatories required, with the Association that has the majority for the fiscal year having the right to designate the signatory during such fiscal year; and

(l) maintain its own books and records.

## ARTICLE V

### ASSESSMENTS

5.1. Purpose of Assessment. The Joint Committee shall have the power to levy assessments as provided herein. Assessments shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Greythorne and Mt. Vernon membership, and for expenses associated with the Property as provided within this Agreement, and as otherwise authorized by the Joint Committee.

5.2. Personal Obligation For Assessments. Greythorne and Mt. Vernon are deemed to covenant and agree to pay to the Joint Committee: (i) annual assessments and charges; (ii) special assessments pursuant to Section 5.6 of this Article; and (iii) specific assessments pursuant to Section 5.3 of this Article.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred (including post-judgment attorney fees from any prior judgment, if any, incurred after the recording of this Agreement), shall also be the personal obligation of each Association at the time when the assessment fell due. Assessments shall be paid in such manner and on such dates as may be fixed by the Joint Committee. The Joint Committee may, but is not obligated to, permit assessments to be paid in monthly, quarterly, or semi-annual installments. Neither Greythorne nor Mt. Vernon may be exempted from liability, or otherwise withhold payment of assessments, for any reason whatsoever.

5.3. Rate of Assessments and Specific Assessments. Except as otherwise provided herein, annual assessments and special assessments shall be fixed for each Association as follows:

(a) Even-Numbered Years. In all even-numbered years, Mt. Vernon shall be responsible for sixty percent (60%) and Greythorne shall be responsible for forty percent (40%) of the common expenses;

(b) Odd-Numbered Years. In all odd-numbered years, Greythorne shall be responsible for sixty percent (60%) and Mt. Vernon shall be responsible for forty percent (40%) of the common expenses;

(c) Capital Contributions and Funding the Reserve. Notwithstanding the above, regardless of the year, any common expense relating to Capital Improvement to the Common Property, and any contribution to the reserve account shall be assessed equally to each Association; and

(d) Specific Assessments. Notwithstanding the above, any common expenses occasioned by the conduct of a Lot Owner of an Association or by the licensees or invitees of any Lot Owner may be specifically assessed against the Association of which that Lot Owner is a member, including attorney's fees actually incurred by the Joint Committee in enforcing this Agreement, the Joint Committee Bylaws and/or rules and regulations, regardless of whether or not an enforcement lawsuit has been filed. The Association may thereafter assess said common expenses to the responsible party in accordance with that Association's Declaration.

5.4. Computation of Operating Budget and Assessment. Prior to the beginning of each new fiscal year, the Joint Committee members from the Association that is responsible for sixty percent (60%) of the common expenses in the new fiscal year (in even-numbered years, Mt. Vernon, and in odd-numbered years, Greythorne) shall (1) prepare a budget covering the estimated expenses associated with the Common Property for the upcoming new fiscal year and shall fix in the budget the amount of the annual assessment for the upcoming new fiscal year, and (2) deliver a copy of the budget to the Board of Directors of each Association at least sixty (60) days prior to the beginning of the new fiscal year. The budget shall not operate as a limitation on expenditures by the Joint Committee, but, rather, the budget is merely an estimate of expenses on which the Joint Committee may base the annual assessment. The Joint Committee may, but is not obligated to, permit the annual assessment to be paid in monthly, quarterly, or semi-annual installments. The budget and the assessment shall become effective unless disapproved by the majority of the Board of Directors for Greythorne and a majority of the Board of Directors for Mt. Vernon at a meeting called within the first ninety days of the new fiscal year. If either (1) the budget is disapproved within the first ninety days of the new fiscal year as provided herein, or (2) the Joint Committee fails for any reason to either (a) prepare a budget and fix the amount of the annual assessment for the new fiscal year or (b) deliver the budget to the Associations, as provided herein, then the budget and annual assessment in effect for the current fiscal year shall continue for the upcoming new fiscal year. In the event the annual assessment is insufficient to cover the actual common expenses associated with the Common Property during any fiscal year, the Joint Committee members may adopt a Special Assessment in the manner described in Section 5.6 below. The fiscal year shall be January 1st to December 31st.

5.5. Reserve Budget and Reserve Account. The Joint Committee may prepare an annual or multi-year reserve budget which shall take into account the number and nature of replaceable assets, the expected life of such assets, and the expected repair or replacement costs of the assets. The Joint Committee may establish a reserve account for such expected repair or replacement costs, and may fund the reserve account from collected assessments. The reserve budget shall not operate as a limitation on the expenditures of funds in the reserve account, but, rather, the Joint Committee may spend funds in the reserve account as approved by 67% vote of the Joint Committee.

5.6. Special Assessments. The Joint Committee may levy a special assessment against the Associations to pay the costs of any improvement or repair on the Common Property, or for

any other purpose as determined by the Joint Committee; provided, however, prior to becoming effective, any special assessment must be approved by the affirmative vote, written consent, or any combination of affirmative vote and written consent, of the majority of the Board of Directors for Greythorne and a majority of the Board of Directors for Mt. Vernon. An approved special assessment may be required to be paid during the fiscal year, or alternatively may be paid over a set number of years.

5.7. Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the delinquent Association shall be in default. An Association's Joint Committee's votes shall automatically be suspended during any period in which that Association is more than thirty (30) days delinquent on any assessment or charge, and the Association's Joint Committee members shall be ineligible to vote on any matter until the Association's account balance has been paid in full. The Joint Committee members from the non-defaulting Association shall have full control over the Joint Committee until the delinquent Association's account balance has been paid in full.

(a) If any assessment, fine, or charge is not paid in full within ten (10) days of the due date, a late charge equal to the greater of ten dollars (\$10.00) or ten percent (10%) of the amount not paid, may be imposed without further notice or warning to the delinquent Association, and interest at the rate of eighteen percent (18%) per annum, shall accrue from the due date.

(b) If partial payment of an assessment, fine, or charge is made, the amount received may be applied by the Joint Committee, in respective order, to post-judgment attorney's fee from any prior judgment, if any, then to costs and attorney's fees not reduced to a judgment, then to interest, then to late charges, then to delinquent assessments and then to current assessments.

(c) If an assessment, fine, or charge due from an Association remains delinquent and unpaid for more than thirty (30) days from the date due, and if the Joint Committee has permitted the assessment to be paid in monthly, quarterly, or semi-annual installments, then a notice of delinquency may be given to that delinquent Association stating that if the unpaid assessment or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Joint Committee may accelerate and declare immediately due all of that Association's unpaid installments of the assessment. If the Association fails to pay all amounts currently due within ten (10) days of the date of the notice of delinquency, the Joint Committee may then accelerate and declare immediately due all installments of the assessment without any further notice being given to the delinquent Association. Upon acceleration, that Association shall thereby lose the privilege of paying the assessment in installments, unless reinstated in the Joint Committee's discretion. The notice of acceleration provided herein may be included in the complaint of any litigation filed against an Association for unpaid assessments and charges.

(d) If an assessment, fine, or charge remains unpaid more than thirty (30) days after the due date, the Joint Committee, acting through the Joint Committee members of the non-



defaulting Association, may institute suit to collect all amounts due pursuant to the provisions of this Agreement, the Community Declarations, the Bylaws, and Georgia law, including reasonable attorney's fees actually incurred (and including post-judgment attorney's fees from any prior judgment, if any).

(e) All of the Association's votes shall automatically be suspended during any period in which the Association is more than thirty (30) days delinquent on any assessment or charge, and the delinquent Association's Joint Committee members shall be ineligible to vote on any matter until the Association's account balance has been paid in full. The Joint Committee members from the non-defaulting Association shall have full control over the Joint Committee until the delinquent Association's account balance has been paid in full.

(f) If an assessment, fine, or charge remains unpaid more than thirty (30) days after the due date, the Joint Committee, acting through the Joint Committee members of the non-defaulting Association, shall have the right to suspend the easement rights of the members of the delinquent Association. The delinquent Association shall be required to notify its membership of the suspension, and hereby delegates and assigns to the Joint Committee, acting through the Joint Committee members of the non-defaulting Association, the power and authority of enforcement against the delinquent Association's membership for breaches resulting from the violation of the suspension, including the power and authority to fine its members for violations of this Agreement and/or rules and regulations, in accordance with the terms hereof. Any costs incurred by the Joint Committee and/or non-defaulting Association in enforcing this suspension, including reasonable attorney's fees actually incurred, shall be an assessment against the delinquent Association. The use and enjoyment of the Common Area shall not be required to be restored until all amounts owed by the Association have been paid in full.

## ARTICLE VI

### USE RESTRICTIONS

Each Association shall be responsible for ensuring that the Association's Owner's family, guests, tenants, and Occupants comply with all provisions of this Agreement, the Community Declarations, the Bylaws, and the rules and regulations of the Joint Committee. Furthermore, each Association shall always endeavor to observe and promote the cooperative purposes for which the Joint Committee was established. In addition to any rights the Joint Committee may have against an Association, the Association's Owner's family, guests, tenants, or Occupants, the Joint Committee may take action under this Agreement against the Association, as if the Association committed the violation in conjunction with the Association's Owners, Owner's family, guests, tenants, or Occupants.

The Associations hereby delegate and assign to the Joint Committee, acting through the Board members of the non-violating Association, the power and authority of enforcement against

the other Association membership for breaches resulting from the violation of this Agreement, the Community Declarations, Bylaws, and the rules and regulations adopted pursuant thereto, including, without limitation, the power and authority to fine the Owners on behalf and for the benefit of the Association and/or Joint Committee, in accordance with the terms hereof, or to require the Association to do so.

6.1. Use of Common Property. With prior written Joint Committee approval, and subject to any restrictions imposed by the Joint Committee, Association Owner or Owners may reserve portions of the Common Property for use for a period of time as set by the Joint Committee. Any such Owner or Owners who reserve a portion of the Common Property hereunder shall assume, on behalf of himself/herself/themselves and his/her/their guests, Occupants and family, all risks associated with the use of the Common Property and all liability for any damage or injury to any person or thing as a result of such use. Neither Association shall be liable for any damage or injury resulting from such use, unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees.

6.2 Rules and Regulations. The Joint Committee may from time to time, without the vote of the members, promulgate, modify or terminate rules and regulations applicable to the Common Property. Such rules and regulations shall be distributed to each Association prior to the effective date and shall thereafter be binding upon all Owners and Occupants until and unless overruled, cancelled or modified by a majority of the Board of Directors for Greythorne and a majority of the Board of Directors for Mt. Vernon. It shall be each Association's responsibility to distribute the rules and regulations to the Association's Owners and Occupants.

6.3 Compliance with this Amendment, the Community Declarations, Bylaws, and Rules and Regulations. Each Association shall cause its respective Owners and Occupants of a Lot to comply with this Agreement, the Community Declarations, Bylaws, and the rules and regulations adopted pursuant thereto, and is responsible for all violations and losses caused by such Owners and Occupants, notwithstanding the fact that such Owners and occupants of any Lot are fully liable and may be sanctioned for any violation of this Agreement, the Declaration, Bylaws, and rules and regulations adopted pursuant thereto. If an Owner or Occupant violates this Agreement, the Declaration, Bylaws, or a rule and regulation for which a fine is imposed, such fine may be assessed against the violating party, by and through the Association to which the violating party belongs, and/or the Association to which the violating party belongs; provided, however, if a fine is not paid by the violating party within the time period set by the Joint Committee, the Association shall pay the fine upon notice from the Joint Committee of the violating party's failure to do so.

## ARTICLE VII

### MAINTENANCE RESPONSIBILITY

The Joint Committee shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and placement of all landscaping grass areas, paving and other improvements situated on the Common Property. Unless otherwise approved by the affirmative vote, written consent, or any combination of affirmative vote and written consent, of the majority of the Board of Directors for Greythorne and a majority of the Board of Directors for Mt. Vernon, all contracts for vendors, maintenance and Capital Improvements must be executed by both Associations.

## ARTICLE VIII

### EASEMENTS

8.1. Easements for Use and Enjoyment. Every member of each Association shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to the Owner's Lot, subject to the Community Declarations, and the following provisions:

(a) the right of the Joint Committee to charge reasonable admission and other fees for the use of any portion of the Common Property, to limit the number of guests of Lot Owners and tenants who may use the Common Property, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, the Owner's family, tenants, guests, and invitees;

(b) the right of the Joint Committee and/or the Association(s) to suspend the right of an Owner to use the recreational facilities in the Community for any period during which any assessment against the Association or Owner or Owner's Lot which is provided for herein remains unpaid and for a reasonable period of time for an infraction of this Agreement, the Declarations, Bylaws, or rules and regulations;

(c) the right of the Joint Committee, through the Associations, to borrow money as may be set forth in the Bylaws; provided, however, the lien and encumbrance of any such mortgage given by the Association against the Common Property shall be subject and subordinate to any rights, interests, options, easements, and privileges herein reserved or established for any Lot or Lot Owner;

(d) the right of the Associations to grant permits, licenses, or easements across the Common Property; and

(e) the right of the Associations, subject to the provisions of Section 2.2, if applicable, to convey all or a portion of the Common Property to any Person upon the written approval of at least two-thirds (2/3) of the total vote of the Greythorne Association membership and at least two-thirds (2/3) of the total vote of the Mt. Vernon Association membership.

Any Lot Owner may delegate the Owner's right of use and enjoyment in and to the Common Property and facilities located thereon to the members of the Owner's family, or to the Owner's tenants and guests, and shall be deemed to have made a delegation of all such rights to the Occupants of the Owner's Lot if leased.

## ARTICLE IX

### INSURANCE

9.1. Hazard Insurance on Common Property. The Joint Committee or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Property. The 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 "all-risk" coverage in like amounts.

9.2. Association Liability and Directors' and Officers' Liability Insurance. The Joint Committee shall obtain a public liability policy applicable to the Common Property covering the Joint Committee, the Associations, and their members for all damage or injury caused by the negligence of the Joint Committee, the Associations, or any of their 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 (\$1,000,000.00) dollars.

9.3. Premiums and Deductible on Association Policies. Premiums for all insurance obtained by the Joint Committee shall be a common expense of the Joint Committee. 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.

9.4. Policy Terms. All such insurance coverage obtained by the Joint Committee shall be written in the name of Greythorne and Mt. Vernon. Such insurance shall be governed by the following provisions:

- (a) All policies shall be written with a company licensed to do business in Georgia.

(b) All policies on the Common Property shall be for the benefit of the Joint Committee, the Associations and their members.

(c) Exclusive authority to adjust losses under policies obtained by the Joint Committee shall be vested in the Joint Committee members; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Joint Committee hereunder be brought into contribution with insurance purchased by the Associations, individual Owners, occupants, or their Mortgagees, and the insurance carried by the Joint Committee shall be primary.

(e) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies should be reviewed annually by one or more qualified persons.

(f) The Joint Committee shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Joint Committee, the Associations, the Associations' manager(s), if any, the Owners and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash; and

(iii) that no policy may be canceled or substantially modified or subjected to nonrenewal without at least thirty (30) days prior written notice to the Joint Committee.

## ARTICLE X

### REPAIR AND RECONSTRUCTION

10.1. Common Property. In the event of damage to or destruction of all or any part of the Common Property insured by the Joint Committee as a result of fire or other casualty, unless eighty percent (80%) of the Greythorne Lot Owners and eighty percent (80%) of the Mt. Vernon Lot Owners vote not to proceed with the reconstruction and repair of the structure, the Joint Committee or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the damaged part of the Common Property.

10.2. Cost Estimates. Immediately after a fire or other casualty causing damage to the Common Property, the Joint Committee shall obtain reliable and detailed estimates of the cost of

repairing and restoring the structures (including any damaged Lot) 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 Joint Committee determines to be necessary.

10.3. 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 Joint Committee, 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, equally, against the Associations without the necessity of a vote or compliance with Article VI, Section 6.6 above. Thus, regardless of the year in which such special assessment is made, each Association shall be assessed equally to defray the insurance shortfall. If, after repair and reconstruction is completed, there is a surplus of funds, such funds shall be disbursed in equal parts to each Association, or placed into the Joint Committee's reserve account.

10.4. Insurance Deductibles. In the event of an insured loss, any required deductible shall be considered a maintenance expense to be paid by the Person(s) who would be responsible for such loss in the absence of insurance. The determination of what amount, if any, is to be assessed to such Person shall be made by a 67% vote of the Joint Committee.

## ARTICLE XI

### AMENDMENTS

This Agreement may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent, of the Association members holding at least two-thirds (2/3) of the total vote of the Greythorne Association and at least two-thirds (2/3) of the total vote of the Mt. Vernon Association. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of each Association and filed in Douglas County, Georgia land records.

Notwithstanding the foregoing, the Joint Committee, without the necessity of a vote from the owners, may amend the Declaration to comply with any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA").

## ARTICLE XII

### GENERAL PROVISIONS

12.1. Enforcement.

(a) Enforcement against Owners and Occupants. In addition to any other enforcement right set forth within this Agreement, the Community Declarations or Bylaws, the Joint Committee shall have the right to enforce any violation of this Agreement, the Community Declarations, Bylaws or any rules and regulations of the Associations or the Joint Committee by a proceeding at law or in equity, or as otherwise provided herein. The Associations may enforce this Agreement and its own Declaration against its own members by a proceeding at law or in equity.

The Associations hereby delegate and assign to the Joint Committee the power and authority of enforcement against the Association's membership for breaches resulting from the violation of this Agreement, the Community Declarations, Bylaws or any rules and regulations of the Associations or the Joint Committee, including the power and authority to fine its members for violations, in accordance with the terms hereof. Any costs of enforcement incurred by the Joint Committee, including reasonable attorney's fees, shall be assessed to the Association of which the violating party is a member. The Association may thereafter assess the costs of enforcement to the violating party in accordance with that Association's Declaration.

(b) Enforcement against the Associations. In addition to any other enforcement right set forth within this Agreement, the Community Declarations or Bylaws, the Joint Committee, acting through the Board of Directors of the non-violating Association, shall have the right to enforce any violation of this Agreement, the Community Declarations, Bylaws or rules and regulations of the Joint Committee by a proceeding at law or in equity, or as otherwise provided herein.

(c) Enforcement Procedure.

(i) Fines and Suspensions of Use. The Joint Committee shall have the power to impose reasonable fines, against the Associations, the Owners, or both, for any violation of this Agreement, the Declaration, Bylaws, or any Joint Committee rules and regulations. The Joint Committee shall further have the power to suspend the use of any Common Property for any violation of this Agreement, the Declaration, Bylaws, or any Association rules and regulations. Any violation of this Agreement, the Declaration, Bylaws or any rules and regulations by an Owner or Occupant, and a fine is imposed, the fine may be imposed against the violating party's Association and/or the violating party.

(ii) Suspension of Voting. The right to vote shall automatically be suspended during any period in which an Association is more than thirty (30) days delinquent on any assessment or charge or during any period in which the Association is in violation of the Declaration. The Joint Committee shall not be required to provide any notice to such Association that the Association's voting rights have been automatically suspended. The Joint Committee members from the non-defaulting Association shall have full control over the Joint Committee until the delinquent Association's account balance has been paid in full.

(iii) Enforcement Costs. The Association, Owner, and/or Occupant shall be jointly and severally liable for all costs incurred in enforcement, including reasonable attorney's fees actually incurred, whether or not a legal proceeding in law or equity is filed in connection with the violation.

(iv) Waiver. The failure of the Joint Committee to enforce any provision of this Agreement, the Community Declarations, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Joint Committee to do so thereafter.

12.2. Duration. The covenants, conditions, restrictions, and easements within the Declaration shall run with and bind the property subject to this Agreement perpetually or as otherwise provided by Georgia law; however, so long as Georgia law limits the period during which covenants may run with the land, this Agreement shall run with and bind the Property so long as permitted. After such time, this Declaration shall be extended automatically for successive 20-year periods, unless terminated in accordance with O.C.G.A. §44-5-60, as it may be amended, within the year preceding any extension. Notwithstanding the above, if any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

12.3. Security. The Joint Committee 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 Owner, for itself, himself or herself and its, his or her tenants, guests, licensees, and invitees, acknowledges and agrees that the Joint Committee and the Associations are not a providers of security and shall have no duty to provide security. It shall be the responsibility of each Owner to protect its, his or her person and property and all responsibility to provide security shall lie solely therewith. The Joint Committee and the Associations shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

12.4. Dispute Resolution. The Associations, any Lot Owner, or Occupant must give written notice to the Joint Committee requesting a hearing with the Joint Committee and attend such hearing to discuss amicable resolution of any dispute against the Joint Committee before that Association, Owner or Occupant files any lawsuit against the Joint Committee, the Board, or any member, or any agent of same. The Association, Owner or Occupant shall, in such notice and at the hearing, make a good faith effort to explain the grievance and resolve the dispute in an amicable fashion, and shall give the Joint Committee a reasonable opportunity to address the Association's, Owner's or Occupant's grievance before filing suit. Upon receiving a request for a hearing, the Joint Committee shall give notice of the date, time, and place of the hearing to the Person requesting the hearing. The Joint Committee shall schedule the hearing for a date not less than seven (7) nor more than twenty-one (21) days from the date of receipt of the notice of hearing from the Person requesting the hearing.

12.5. No Discrimination. No action shall be taken by the Joint Committee or its members which would discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status, or handicap.

12.6. Indemnification.

(a) Indemnification of Joint Committee members. The Associations shall indemnify every Joint Committee member against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any Joint Committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Joint Committee members) to which such Joint Committee members may be a party by reason of being or having been on the Joint Committee. The Joint Committee members 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 Joint Committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Joint Committee, and the Associations shall indemnify and forever hold each such Joint Committee member 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 Associations shall maintain

adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

(b) Indemnification by Associations. If one Association causes the Joint Committee, both Associations, or the other Association to breach a contract for any reason, including, without limitation, withholding assessments, becoming delinquent, or failure to perform under the contract, the breaching Association shall, to the fullest extent permitted by law, indemnify and hold harmless the Joint Committee and the non-breaching Association, its members, officers, directors, and agents from and against all claims, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of, related to, resulting to, or resulting from said breach.

12.7. Eminent Domain. If all or any part of the Common Property shall be taken or conveyed in lieu of or under threat of condemnation by any authority having power of condemnation or eminent domain, each Association shall be entitled to notice thereof. If the taking involves a portion of the Common Property on which improvements have been constructed, then, unless within one hundred and eighty days (180) days after such taking at least seventy-five percent (75%) of the total number of Owners within the Greythorne and seventy-five percent (75%) of the total number of Owners within the Mt. Vernon shall otherwise agree, the Joint Committee shall restore or replace such improvements so taken on the remaining Common Property to the extent land is available therefor.

12.8. Implied Rights. The Joint Committee may exercise any right or privilege given to it expressly by this Agreement, the Community Declarations, the Bylaws, the rules and regulations of the Joint Committee, 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.

12.9. 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, which shall remain in full force and effect.

12.10. Conflicts. The duties, powers, and obligations of the Joint Committee, including the members, shall be those set forth in this Agreement, the Community Declarations, these Bylaws, and the rules and regulations of the Joint Committee. If there are conflicts or inconsistencies between such, then the provisions of this Agreement, the Community Declarations, these Bylaws, and the rules and regulations of the Joint Committee, in that order, shall prevail.

12.11. Binding on Successors. Subject to the restrictions on transfers and encumbrances set forth herein, this Agreement shall inure to the benefit of and be binding upon the Associations and their respective successors, assigns and legal representatives. Whenever in this Agreement a reference to any Association is made, such reference shall be deemed to include a

reference to the heirs, executors, legal representatives, successors and assigns of such Association, as the case may be.

12.12. Construction. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties jointly prepared this Agreement and any uncertainty and ambiguity shall not be interpreted against any one party. This Agreement is to be interpreted, enforced and governed by and under the laws of the State of Georgia, without giving effect to the conflict-of-laws, rules and principles thereof.

12.13. Modification. This Agreement shall not be modified by either party by oral representation made before or after the execution of this Agreement. All modifications must be in writing and signed by the party to be charged therewith.

12.14. Entire Agreement. This Agreement contains the entire understanding and agreement between the Associations with respect to the matters referred to herein. No other representations, covenants, undertakings or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the Associations. The Associations acknowledge that they have not executed this Agreement in reliance on any such promise, representation or warranty.

12.15. Inducement. Neither Association, nor anyone acting on an Association's behalf, has made any representation or statement of fact or opinion to induce the execution of this Agreement by either Association, other than as expressly set forth herein.

[SIGNATURES ON FOLLOWING PAGE]

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

GREYTHORNE COMMUNITY  
ASSOCIATION, INC.

MT. VERNON POINT COMMUNITY  
ASSOCIATION, INC.

\_\_\_\_\_  
Signature of President  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of President  
Print Name: \_\_\_\_\_

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Signature of Secretary  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Secretary  
Print Name: \_\_\_\_\_

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

**EXHIBIT "C-2"**

**BYLAWS**

**OF**

**THE JOINT COMMITTEE**

LUEDER, LARKIN & HUNTER, LLC

Attorneys

5900 Windward Parkway

Suite 390

Alpharetta, Georgia 30005

770-685-7000

*www.luederlaw.com*

**- TABLE OF CONTENTS -**

<b><u>ARTICLE</u></b>	<b><u>SECTION</u></b>	<b><u>.PAGE</u></b>
I.	GENERAL.....	3
	1.1. Applicability.....	3
	1.2. Definitions.....	3
	1.3. Memberships.....	3
	1.4. Voting.....	3
	1.5. Electronic Communications.....	4
II.	THE JOINT COMMITTEE.....	4
	2.1. Composition.....	4
	2.2. Term.....	5
	2.3. Removal of Joint Committee Members.....	5
	2.4. Vacancies.....	5
	2.5. Compensation.....	5
	2.6. Conflicts of Interest.....	5
	2.7. Regular Meetings.....	5
	2.8. Special Meetings.....	6
	2.9. Waiver of Notice.....	6
	2.10. Quorum.....	6
	2.11. Conduct of Meetings.....	6
	2.12. Open Meetings.....	6
	2.13. Action Without a Meeting.....	6
	2.14. Powers and Duties.....	7

2.15.	Management Agent .....	8
2.16.	Borrowing.....	8
III.	OFFICERS.....	8
3.1.	Designation.....	8
3.2.	Appointment of Officers .....	8
3.3.	Removal of Officers .....	9
3.4.	Vacancies .....	9
3.5.	President.....	9
3.6.	Vice President .....	9
3.7.	Secretary.....	9
3.8.	Treasurer.....	9
3.9.	Other Officers.....	9
3.10.	Agreements, Contracts, Deeds, Leases, Etc. ....	9
3.11.	Resignation.....	9
IV.	AMENDMENTS.....	9
V.	MISCELLANEOUS.....	10
5.1.	Sub-Committees .....	10
5.2.	Notices.....	10
5.3.	Severability.....	11
5.4.	Captions.....	11
5.5.	Fiscal Year.....	11
5.6.	Financial Review.....	11
5.7.	Conflicts .....	11

**BYLAWS**  
**OF**  
**THE JOINT COMMITTEE**

ARTICLE I

GENERAL

1.1. Applicability. These Bylaws provide for the self-government of the Joint Committee, in accordance with the Agreement and the Community Declarations.

1.2. Definitions. The terms used herein shall have their generally accepted meanings or the meanings specified in Article I of the Agreement.

1.3. Membership. Each director of the respective Associations shall be a member of the Joint Committee.

1.4. Voting. The Joint Committee members shall have the right to exercise a maximum of one hundred (100) votes, collectively, which are allocated among the Associations as follows:

(a) Even Numbered Years. In all even-numbered years, the Joint Committee members from Mt. Vernon's Board of Directors shall have sixty (60) votes and the Joint Committee members from Greythorne's Board of Directors shall have forty (40) votes to exercise during any Joint Committee meeting;

(b) Odd Numbered Years. In all odd-numbered years, Greythorne's Board of Directors shall have sixty (60) votes and Mt. Vernon shall have forty (40) votes to exercise during any Joint Committee meeting.

(c) Voting Allocation. The total votes allocated to each Association shall be divided equally among each Association's respective Joint Committee members in attendance at the meeting. For example, if during an even-numbered year (at which Mt. Vernon has a total vote allocation of sixty (60) votes and Greythorne has a total vote allocation of forty (40) votes), if Mt. Vernon has three (3) Joint Committee members and Greythorne has one (1) Joint Committee Member in attendance at a particular meeting, the sixty (60) votes allocated to Mt. Vernon will be divided equally among the three (3) Mt. Vernon Joint Committee members who are present, giving them twenty (20) votes each; and Greythorne's forty (40) votes will all be exercised by the single Greythorne Joint Committee member in attendance. The purpose of this paragraph is to allow for each Association to exercise all of its votes, regardless of how many Joint Committee members are in attendance at any particular meeting. If the Joint Committee attempts to accomplish an action without a meeting pursuant to the Section 2.13 of the Bylaws the



vote allocation above shall apply as if all of the Joint Committee members are all in attendance, unless a member has given prior written notice to the Secretary of the Joint Committee, in which case, the votes will be re-allocated among the other members representing the absent member's Association as provided above.

(d) Suspension of Voting Rights. An Association's Joint Committee's votes shall automatically be suspended during any period in which that Association is more than thirty (30) days delinquent on any assessment or charge, and the Association's Joint Committee members shall be ineligible to vote on any matter until the Association's account balance has been paid in full. The Joint Committee members from the non-defaulting Association shall have full control over the Joint Committee until the delinquent Association's account balance has been paid in full. If an Association's voting rights have been suspended, that Association's shall not be counted as an eligible vote for purposes of establishing a quorum.

#### 1.5. Electronic Communications.

(a) Records and Signatures. Whenever the Agreement or these Bylaws require that a document, record or instrument be written or in writing, the requirement is deemed satisfied by an electronic record pursuant to the Georgia Electronic Records and Signatures Act. Whenever the Declaration or these Bylaws require a signature on a document, record or instrument, an electronic signature, in accordance with the Georgia Electronic Records and Signatures Act, satisfies that requirement.

(b) Verification and Liability for Falsification. The Joint Committee may require reasonable verification of any electronic signature, document, record, or instrument. Absent or pending verification, the Joint Committee may refuse to accept any electronic signature or electronic record that, in the Committee's sole discretion, is not authentic. Neither the Joint Committee nor the Associations shall be liable to any Owner or any other Person for accepting or acting in reliance upon an electronic signature or electronic record that the Joint Committee reasonably believes to be authentic, or rejecting any such item which the Joint Committee reasonably believes not to be authentic. Any Owner or Person who negligently, recklessly or intentionally submits any falsified electronic record or unauthorized electronic signature shall fully indemnify the Joint Committee and the Associations for actual damages, reasonable attorneys' fees actually incurred and expenses incurred as a result of such acts.

## Article II

### The Joint Committee

2.1. Composition. The Joint Committee shall be composed of the Directors of the respective Associations.

2.2. Term. The term of each Joint Committee member shall run concurrently with the term that Joint Committee member is serving on his or her respective Board of Directors, and the member shall remain a member of the Joint Committee until the terms for which they were elected expire.

2.3. Removal of Joint Committee Members. Any Joint Committee member who has had three (3) consecutive unexcused absences from Joint Committee meetings or who is more than sixty (60) days past due in the payment of any assessment or charge to his/her Association, or whose Association is more than sixty (60) days past due in the payment of any assessment or charge to the Joint Committee may be removed by the vote of a majority of the other Joint Committee members.

2.4. Vacancies. Vacancies on the Joint Committee caused by any reason shall be filled by a vote of the majority of the remaining Joint Committee members, even though less than a quorum, at any Joint Committee meeting. The successor shall be a member of the Association from which the removed-Joint Committee member belongs, and shall hold office for the remainder of the term of the director being replaced; provided however, if the Association to which the removed Joint Committee member belongs is more than sixty (60) days past due in the payment of any assessment or charge to the Joint Committee, the vacancy may remain until the Association is no longer delinquent.

2.5. Compensation. Joint Committee members shall not be compensated for services. However, Joint Committee members may be reimbursed for the expenses incurred in carrying out their duties as members upon Joint Committee approval of such expenses. Joint Committee members also may be given nominal gifts or tokens of appreciation by the Joint Committee and/or the Associations for recognition of services performed not to exceed a value of \$100.00 per calendar year. For purposes hereof, reasonable food and beverages purchased for Joint Committee meetings shall not be considered compensation.

2.6. Conflicts of Interest. Nothing herein shall prohibit a Joint Committee member from entering into a contract and being compensated for services or supplies furnished to the Joint Committee or the Associations in a capacity other than as Joint Committee member, provided the Joint Committee member's interest is disclosed to the Joint Committee and the contract is approved by a majority of the Joint Committee members who are at a meeting of the Joint Committee at which a quorum is present, excluding the Joint Committee member with whom the contract is made. The interested Joint Committee member shall not count for purposes of establishing a quorum of the Joint Committee. The interested Joint Committee member shall be entitled to be present at the meeting at which the proposed contract is discussed, but the Joint Committee member must leave the room during the discussion on such matter.

2.7. Regular Meetings. Regular Joint Committee meetings may be held at such time and place as determined by the majority of the Joint Committee, but at least once every three (3) months.

2.8. Special Meetings. Special Joint Committee meetings may be called by the President on three (3) days notice to each Joint Committee member given by mail, in person, by telephone, by facsimile transmission, or by email, which notice shall state the time, date, location, and purpose of the meeting. Special Joint Committee meetings shall be called by the President, Vice President, Secretary, or Treasurer in like manner and on like notice upon the written request of at least two (2) Joint Committee members.

2.9. Waiver of Notice. Any Joint Committee member at any time, in writing, may waive notice of any Joint Committee meeting, and such waiver shall be deemed equivalent to the giving of such notice. The waiver of notice need not specify the purpose of the meeting. Attendance by a Joint Committee member at any Joint Committee meeting shall also constitute a waiver of notice by him or her of the time and place of such meeting. If all Joint Committee members are present at any Joint Committee meeting, no notice shall be required and any business may be transacted at such meeting.

2.10. Quorum. The presence of Joint Committee members entitled to cast sixty-seven percent (67%) of the votes of the Joint Committee shall constitute a quorum for the transaction of business. One or more Joint Committee members who participate in a meeting by means of telephone or electronic communication shall be deemed present and in attendance for all purposes at such meeting, provided all persons participating in the meeting can hear each other. In the event quorum cannot be met, any meeting of the Joint Committee may be adjourned for a period not exceeding ten (10) days by vote of the Joint Committee members holding the majority of the votes represented at such meeting, regardless of whether a quorum is present. At such reconvened session, and with proper notice having been sent, the presence of Joint Committee members entitled to cast thirty-three percent (33%) of the votes of the Joint Committee shall constitute a quorum for the transaction of business.

2.11. Conduct of Meetings. The President shall preside over all Joint Committee meetings, and the Secretary shall keep a minute book recording therein all resolutions adopted by the Joint Committee and a record of all transactions and proceedings occurring at such meetings.

2.12. Open Meetings. All Joint Committee meetings shall be open to all members of both Associations, but members other than Joint Committee members may not participate in any discussion or deliberation unless expressly authorized by the Joint Committee. Notwithstanding the above, the Joint Committee may adjourn a meeting and reconvene in executive session to discuss and vote upon personal matters, delinquent assessments, litigation in which the Joint Committee and/or the Associations may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

2.13. Action Without a Meeting. After proper notice has been sent to all Joint Committee members, any Joint Committee action required or permitted to be taken at any meeting may be taken without a meeting if a majority of the Joint Committee members representing each Association consent in writing to such action. The written consents must

describe the action taken. The written consents shall be filed with the minutes of the Joint Committee. The written consent may be by email or other electronic means; a copy of the consents shall be printed and filed with the minutes of the Joint Committee.

2.14. Powers and Duties. The powers and duties of the Associations with respect to the Property shall be exercised by and the decisions regarding the Property shall be made by the Joint Committee. The Joint Committee shall have all the powers and duties necessary for the administration of the Common Property and may do all such acts and things as are not by the Agreement, the Declarations, or these Bylaws directed to be done and exercised exclusively by another Person. In addition to the duties imposed by these Bylaws, the Joint Committee shall have the power to and shall be responsible for the following, in the way of explanation, but not limitation:

(a) preparation and adoption of an annual budget, in which there shall be established the contribution of each Association to the common expenses;

(b) making assessments to defray the common expenses, establishing the means and methods of collecting such assessments;

(c) providing for the operation, care, upkeep, and maintenance of all of the Common Property;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Joint Committee and the maintenance, repair and replacement of the Common Property, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a financial depository or institution which it shall approve, or otherwise investing the proceeds in accordance with any limitations set forth in O.C.G.A. Section 14-3-302, and using the proceeds to administer the Joint Committee;

(f) making and amending rules and regulations for the Common Property and imposing sanctions for violation thereof, including reasonable monetary fines;

(g) opening of joint bank or other financial accounts on behalf of the Associations and designating the signatories required;

(h) making or contracting for the making of repairs, additions and improvements to, or alterations of, the Common Property after damage or destruction by fire or other casualty, in accordance with the other provisions of the Agreement, the Declarations and these Bylaws;

(i) enforcing by legal means the provisions of the Agreement, the Declarations, these Bylaws, and the rules and regulations adopted by it, and bringing any

proceedings which may be instituted on behalf of or against the Owners concerning the Associations;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Agreement, and paying the premium cost thereof;

(k) paying the costs of all services rendered to the Joint Committee, the Associations or its members and not directly chargeable to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Common Property and its administration, specifying the maintenance and repair expenses and any other expenses incurred; and

(m) contracting with any Person for the performance of various duties and functions. The Joint Committee shall have the power to enter into management agreements. Any and all functions of the Joint Committee shall be fully transferable by the Joint Committee, in whole or in part, to any other entity.

2.15. Management Agent. The Joint Committee may, but shall not be required to, hire a professional management agent or agents, at a compensation established by the Joint Committee, to perform such duties and services as the Joint Committee shall authorize.

2.16. Borrowing. The Joint Committee shall have the power to borrow money for the purpose of maintenance, repair, restoration or improvement to the Common Property or for any other purpose; provided, however, if the total amount of such borrowing exceeds or would exceed Fifty Thousand Dollars (\$50,000.00) of outstanding debt at any one time, such borrowing must first be approved by members of each of the Associations holding a majority of the total Association vote, respectively.

### ARTICLE III

#### OFFICERS

3.1. Designation. The principal officers of the Joint Committee shall be the President, Vice President, Secretary, and Treasurer, and one or more Vice Presidents if the Joint Committee so designates. All officers must be Joint Committee members. Except for the offices of Secretary and Treasurer, which may be held by the same person, no person may hold more than one (1) office.

3.2. Appointment of Officers. The Joint Committee officers shall be appointed annually by the Joint Committee at the first meeting of the Joint Committee following each annual meetings of the Associations and shall hold office at the pleasure of the Joint Committee and until a successor is elected.

3.3. Removal of Officers. Upon the affirmative vote of a majority of the Joint Committee members at any Joint Committee meeting at which a quorum is established, any officer may be removed, either with or without cause, and a successor may be elected.

3.4. Vacancies. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Joint Committee for the unexpired portion of the term.

3.5. President. The President shall be the chief executive officer of the Joint Committee and shall preside at all Joint Committee meetings.

3.6. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

3.7. Secretary. The Secretary shall keep the minutes of all Joint Committee meetings and shall have charge of the Joint Committee's books and records.

3.8. Treasurer. The Treasurer shall have the responsibility for the Joint Committee's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Joint Committee or the managing agent in such depositories as may from time to time be designated by the Joint Committee.

3.9. Other Officers. Other offices may be created by the Joint Committee, and the Joint Committee members which hold such offices shall have such titles and duties as are defined by the Joint Committee.

3.10. Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases, checks, promissory notes, and other instruments of the Joint Committee shall be executed by at least one (1) director of each Association or by such other person or persons as may be designated by Joint Committee resolution.

3.11. Resignation. Any officer may resign at any time by giving written notice to the Joint Committee, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

## ARTICLE IV

### AMENDMENTS

These Bylaws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent, of the Association members holding at least two-thirds (2/3) of the total vote of the Greythorne Association and at least two-

thirds (2/3) of the total vote of the Mt. Vernon Association. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of each Association and filed in Douglas County, Georgia land records.

Notwithstanding the foregoing, the Joint Committee, without the necessity of a vote from the owners, may amend these Bylaws to comply with any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA").

## ARTICLE V

### MISCELLANEOUS

5.1. Sub-Committees. The Joint Committee may establish any other sub-committee as the Joint Committee deems desirable with the powers and duties that the Joint Committee shall authorize. Each sub-committee shall be composed and shall operate in accordance with the terms of the resolution of the Joint Committee designating the sub-committee or with rules adopted by the Joint Committee. Members of any sub-committee shall be appointed by the Joint Committee and shall serve at the pleasure of the Joint Committee. Any sub-committee member may be removed with or without cause at any time and with or without a successor being named.

5.2. Notices.

(a) Method of Giving Notice. All notices, demands, bills, statements, or other communications shall be in writing and shall be given:

- (1) Personal delivery to the addressee;
- (2) Via United States mail, first class, postage prepaid;
- (3) Via electronic mail;
- (4) Via facsimile; or
- (5) Via any other legal means.

(b) Addressee. Notice sent by one of the methods described herein shall be deemed to have been duly given:

(1) If to an Owner, at the address, electronic mail address or facsimile number which the Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Owner's Lot;

(2) If to an Occupant, to the electronic mail address or facsimile number which the Occupant has designated in writing, or if no such address has been designated, at the address of the Lot occupied; or

(3) If to the Association or the managing agent, if any, at the postal address, facsimile, or electronic mail address of the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary.

5.3. Severability. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws or the Declaration.

5.4. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

5.5. Fiscal Year. The fiscal year of the Joint Committee may be set by Joint Committee resolution or, in the absence thereof, shall be January 1<sup>st</sup> through December 31<sup>st</sup>.

5.6. Financial Review. A financial review of the accounts of the Joint Committee may be performed annually in the manner provided by the Joint Committee.

5.7. Conflicts. The duties, powers, and obligations of the Association, including the members, Joint Committee members, and officers, shall be those set forth in the Agreement, the Declarations, these Bylaws, and the rules and regulations of the Association. If there are conflicts or inconsistencies between such, then the provisions of the Agreement, the Declarations, these Bylaws, and the rules and regulations of the Association, in that order, shall prevail.