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Morgan Springs Homeowner's Association, Inc.

1950 Morgan Drive, Cumming, GA 30040
2022 Covenant Renewal, Version "B", August 1, 2022



Doc ID: 019588560029 Type: GLR
Recorded: 12/15/2022 at 01:28:18 PM
Fee Amt: \$25.00 Page 1 of 29
Forsyth County, GA
Greg G. Allen Clerk Superior Ct

BK 10896 PG 1-29

DECLARATION OF COVENANTS
2022 RENEWAL AND MODIFICATIONS
FOR THE MORGAN SPRINGS SUBDIVISION

The Board of Directors of the Morgan Springs Homeowner's Association, Inc. declares that, based on signed documents by more than two-thirds of all homeowners of this Association, the original Covenants have been extended for a period of ten years, beginning December 22, 2022, as described below.

The original Covenants were recorded with the Clerk's Office of the Superior Court of Forsyth County, Georgia, on December 22, 1992 in Book 629, pages 226-246.

We also declare that all properties of this Association are subject to the Official Code of Georgia Title 44, Chapter 3, Sections 220-235, known as "The Georgia Property Owners' Association Act".

All Articles of the original Covenants are hereby replaced with the following Articles:

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Morgan Springs Homeowners Assoc., Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entitles, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the Improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

All that tract or parcel of land lying and being in Land Lot 903 of the Third District and First Section of Forsyth County, Georgia, being the "Amenities Area" shown on the final subdivision plat for Morgan Springs Subdivision Phase One dated November 2, 1992, as surveyed by Richard J. Webb, R.L.S. No. 2507, which plat is recorded at Plat Book 36, page 86-92, in the Office of the Clerk of the Superior Court of Forsyth County, Georgia, which plat is incorporated herein by reference for a more complete description of the Amenities Area.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.



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ARTICLE II

OWNER'S USE OF THE COMMON AREAS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the "right to use" of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of all members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, their right of enjoyment to the Common Area and facilities to the members of their family, their tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2 All owners are entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3. At all meetings of owners, each owner may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Each proxy will show the owner(s) granting the proxy, to whom the proxy is authorized and the meeting or purpose that the proxy applies. Every proxy shall be revocable and shall automatically cease once voted by the proxy holder.

Section 4. The right to vote is suspended for all owners of a lot if their lot:

- a) Has unpaid Dues or Fees from a previous fiscal year.
- b) Has unpaid Dues or Fees from the current fiscal year and the owners have not entered into a defined payment plan.
- c) Is delinquent on a defined payment plan.

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ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal obligation of Assessments. The owners, for each Lot owned within the Properties, hereby covenants, and each owner of any 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: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. The maximum that the annual assessment may be increased each year is not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) The maximum annual assessment may be increased above 5% by a vote of sixty percent of owners eligible to vote, in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the 5% maximum increase if there has been no favorable vote to increase the assessment by the owners.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, that any such assessment shall have the assent of two-thirds of the votes of all members eligible to vote who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty days or more than sixty days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent of all owners eligible to vote shall constitute a quorum. If the required quorum is not present, another

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meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected as determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessment, Due Dates. The fiscal year for the Association will run from July 1st through June 30th. The Board of Directors will fix the amount of the annual dues assessment after the election of Board Officers in the June Annual Meeting and before July 1st of each year if the matter has not otherwise been addressed by a vote of the homeowners. The due dates for the annual assessment will be established by the Board of Directors. Each Board of Director's term begins immediately following the Board elections during the June Annual Meeting.

The Association will, upon demand by a member of a Real Estate legal firm representing a homeowner or by the homeowner themselves, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding on the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of six percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property and any appropriate proceeding at law or in equity. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE V

ARCHITECTURAL COMMITTEE: ARCHITECTURAL CONTROL

Section I. Architectural Committee. The "Architectural Committee" shall be composed of three or more representatives appointed by the Board of Directors, except as hereinafter provided, the affirmative vote of a majority of the membership of the Architectural Committee shall be required in order to adopt or publish any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permit, authorization or approval pursuant to directives or authorizations contained herein. With regard to review of plans and specifications as set forth herein, however, and with regard to all other specific matters (other than the approval and publication of rules and regulations) as may be specified by resolution of the entire Architectural Committee, each individual member of the Architectural Committee shall be authorized to exercise the full authority granted herein to the Architectural Committee. Any approval by one such member of any plans and specifications submitted or the granting of any approval, permit or authorization by one such member in accordance with the terms hereof, shall be final and binding. Any disapproval, or approval based

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upon modifications or specified conditions by one such member shall also be final and binding, provided, however, that in any such case, any applicant for such approval, permit or authorization may, within ten days after receipt of notice of any such adverse decision file a written request to have the matter in question reviewed by the entire Architectural Committee. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to and reviewed as soon as possible by the entire Architectural Committee. Thereafter, the decision of a majority of the members of the Architectural Committee with respect to such matter shall be final and binding.

Section 2. Approval Required. No structure as defined as follows - Structure: Any thing or device (other than trees, shrubbery less than two feet high if in the form of a hedge, and landscaping) the placement of which upon any Lot may effect the appearance of such Lot, including, by way of illustration and not limitation, any building, garage, porch, shed, barn, greenhouse or bathhouse, coop or cage, covered or uncovered patio, mailbox, swimming pool, clothes line, radio or television antenna, fence, curbing, paving, wall or hedge more than two feet in height, signboard or any temporary or permanent living quarters (including any house trailer or motor home) or any other temporary or permanent improvement to such Lot. "Structure" shall also mean (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, or drainage channel from upon or across any Lot and (ii) any change in the grade of any Lot of more than six (6) inches from that existing at the time of purchase by each Owner. No prohibited structure shall be commenced, erected, placed, moved on to or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any Lot, unless plans and specifications (including a description of any proposed new use) thereof shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information, as may be required by the Architectural Committee, but in any event shall include (i) a site plan of the Lot showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Lot (including proposed front, rear and side setbacks' and the location of all parking spaces and driveways on the Lot) (ii) a clearing plan for the particular Lot, and such other information required by the Architectural Committee; (iii) a drainage plan; (iv) plan for landscaping and (v) plans and elevations of proposed structures.

Section 3. Basis for Disapproval of Plans. The Architectural Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- (a) failure of such plans or specifications to comply with any of the Restrictions;
- (b) failure to include information in such plans and specifications as may have been reasonably requested;
- (c) objection to the exterior design, appearance or materials of any proposed Structure;
- (d) incompatibility of any proposed Structure or use with existing Structures or uses upon other Lots in the vicinity;

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(e) objection to the location of any proposed Structure upon any Lot or with reference to other Lots in the vicinity;

(f) objection to the site plan, clearing plan, drainage plan or landscaping plan for any Lot;

(g) objection to the color scheme, finish proportions, style of architecture, height, bulk or appropriateness of any proposed Structure;

(h) failure of plans to take into consideration the particular topography, vegetative characteristics, and natural environment of the Lot; or

(i) any other matter which, in the judgment of the Architectural Committee, would render the proposed Structure, Structures or uses inharmonious with the general plan of improvements of the property or with Structures or uses located upon other Lots in the vicinity.

Approval of any such plans shall terminate and be rendered void if construction is not began within six (6) months after such approval unless such six month period is extended by agreement with the Architectural Committee in which event the extended time period shall be applicable.

In any case where the Architectural Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

Section 4. Returning a Copy of Plans. Upon approval by the Architectural Committee of any plans and specification submitted hereunder, a copy of such plans and specifications, bearing such approval in writing, shall be returned to the applicant submitting the same.

Section 5. Site to be Staked Prior to Tree Cutting. After the plan for the Structure is approved, the site of the Structure must be staked out and such site approved by the Committee before tree cutting is done. No tree may be cut or removed without consent of the Architectural Committee until the building plans, site plans, and site staking are approved by the Architectural Committee.

Section 6. Rules of Architectural Committee; Effect of Approval and Disapproval; Time for Approval. The Architectural Committee may approve and publish rules governing the form and content of plans to be submitted for approval or requiring specific improvements on Lots, including, without limitation, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Committee at any time, and no inclusion in, omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Architectural Committee's discretion as to any such matter, but no change of policy shall effect the finality of any approval

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granted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the Architectural Committee's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot or Lots. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter, provided, (i) that the Structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in the Restrictions, and (ii) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all Structures on and uses of the Lot in question. Any plan submitted must be approved or disapproved by said committee within fifteen days of receipt of same.

Section 7. Failure to Obtain Approval. If any Structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Architectural Committee pursuant to the provisions hereof, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of the Declaration, and without the approval required herein, and, upon written notice from the Architectural Committee, any such Structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or re-altered, and any such use shall be terminated, so as to extinguish such violation.

If property owner, fifteen days after the notice of such a violation exists, shall not have taken reasonable steps toward the removal or termination of the same, the Association will have the right, through their agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question. The lien provided herein shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Lot in question unless a suit to enforce said lien shall have been filed in a court of record in Forsyth County prior to the recordation among the Deed Records of Forsyth County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

Section 8. Inspection and Testing Rights: Any agent of the Association or the Architectural Committee may at any reasonable time or times enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of Structures' thereon are in compliance with the provisions hereof; and neither the Association nor the Architectural Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 9. Waiver of Liability: Neither the Committee, nor any Architect nor agent thereof, nor the Association, nor any agent or employee of any of the foregoing, shall be responsible in any way for any failure of Structures to comply with requirements of this Declaration, any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications and all persona

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submitting any such plans and specifications, and all persons relying thereon, agree not to sue or claim against the entities and persons referred to herein for any cause arising out of the matters referred to herein and further agree to and do hereby release said entities and persons for any and every such cause.

Section 10. Failure of Architectural Committee to Act.

In the event the Architectural Committee fails to respond to a request for review within fifteen days after said plans and specifications have been submitted to the Committee, approval will not be required and this article will be deemed to have been fully complied with.

ARTICLE VI

GENERAL COVENANTS AND RESTRICTIONS

Without the prior written approval of the Architectural Committee:

Section 1. No previously approved Structure shall be used for any purpose other than that for which it was originally designed;

Section 2. No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise;

Section 3. Pre-manufactured housing is not acceptable. No residence in whole or in part, may be constructed off-site and relocated to a Lot. This includes any pre-existing structure being relocated from another site to a Lot in the Subdivision. Only on site, stick built houses will be allowed. This is not meant to prevent the use of pro-manufactured wall components or trusses from being used in the on-site construction of a home.

Section 4 All exterior satellite dishes or other electronic transmission or receiving equipment will be placed on the back side of a house and be located at least one foot below the closest ridge of the roof and not be visible from the road in front of the house. If said equipment is to be located off the house, then it must be located behind the back plane of the house and the location and support structure requires prior "type and location consent" of the Architectural Committee. The Architectural Committee has the absolute right to deny placement of a satellite dish or other electronic transmission or receiving equipment off of a house if there is no suitable location on the Lot for the placement of such devices without affecting the aesthetic qualities of the Lot in question and subdivision in general.

Section 5. No boat, boat trailer, motor home, or any similar items shall be stored between the front plane of the house and the Road on any lot for a period of time in excess of twentyfour (24) hours.

Section 6 The Association acknowledges that the homeowners have the right and the responsibility to manage the growth and location of all trees, bushes, plants and ground cover on their property with the exceptions that kudzu is not allowed anywhere and bamboo is not allowed between the front plane of the house and the road. All new tree plantings made between the front plane of the house and the road in front of the house requires prior "location and type consent" of the Architectural Committee as such plantings effect the aesthetic qualities of the Lot and subdivision in general.

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Homeowners may maintain areas of natural growth on their property if; a) such natural growth existed on their property at the time of purchase, or b) natural growth is allowed along existing natural drainage areas.

The Association does not own nor maintain property along any drainage areas within the subdivision. Owners will maintain swales, ditches and any natural drainage areas on their property. Drainage may be enhanced to assist with the flow of water and the retention of soil. If an owner's property includes a drain, then the owner is responsible for maintaining the drain in good working order, including keeping grass and other growth from interfering with the function of the drain.

Section 7. No animals, livestock, insects or poultry shall be kept or maintained on any Lot except the usual household pets may be kept on any Lot for purposes other than breeding or commercial. All household pets shall be maintained in such a manner that their behavior, including but not limited to noise or odor, are not offensive to reasonable standards, including, but not limited to, the specific requirement that all household pets shall, at all times, be confined to the Lot of the owner except when on a leash.

Section 8. The following signage does not require prior Architectural Committee approval:

- Standard "For Sale" or "For Lease" signs placed upon any Lot which is in fact for sale or for rent.
- School or community event related signage may be erected for a period not to exceed one week in any thirty day period.
- Standard "Yard Sale" or "Garage Sale" signs placed upon a Lot during the time of the actual sale. Such signs are not allowed for more than two days in any thirty day period.

Any other signs or advertising devices may be erected and maintained upon any portion of the Property only if pre-approved by the Architectural Committee as to color, location, nature, size and other characteristics of such signs or devices. The Architectural Committee may, in its discretion, adopt and publish rules and regulations relating to signs which may be employed, to include political signs.

Section 9. No temporary house, trailer, garage, shack or tent will be erected on any Lot with the exception that a recreational tent, not to exceed ten feet by ten feet, may be erected for a period not to exceed one week during any thirty day period behind the back plane of the house. No Lot, nor the house situated thereon, may be used for school, kindergarten, or any business which attracts customer traffic of any nature. All Homeowner Lots will be used for single family residence purposes only, which include home offices, and no such Lot will be sub-divided. Properties designated as "recreational" and owned by the Association may be used for recreational purposes. Property owned by the Association may be sub-divided.

Section 10. No lumber, metals, bulk materials (except lumber, metals, bulk materials as is usual in the maintenance of a private residence and which must be stored in such a manner so that it cannot be seen from adjacent and surrounding property), refuse or trash shall be kept, stored, or allowed to accumulate on any Lot, except building materials during the course of construction of any

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approved Structure. If trash or other refuse is to be disposed' of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The Architectural Committee, in its discretion, may adopt and publish reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Property. No Lot shall be used as a dumping ground for rubbish, trash or garbage.

Section 11. All driveways shall be made of concrete, asphalt, or other approved surfaces.

Section 12. No dwelling located on any Lot shall be more than three (3) stories in height, excluding basement.

Section 13. No dwelling located in the Subdivision shall have heated living area, with ceiling height of not less than 8', exclusive of garages, carports, porches, terraces, bulk storage and basements, (even if finished) of less than 1,400 square feet.

Section 14. Commercial vehicles, of all types and kinds, are prohibited from being parked within the Subdivision for a period of time exceeding twenty-four (24) hours except during the construction period of a residential dwelling, remodeling, or routine deliveries. This specifically includes but is not limited to all types of commercial vans, trucks, pick-up trucks and automobiles bearing commercial insignias larger than one foot square. All vehicles regularly parked on a property must have an approved parking space.

Section 15. No concrete blocks, either in buildings or in walls or fences, shall be used above ground elevation unless said blocks are covered with brick veneer, stucco, stone or other veneer specifically approved by the Architectural Committee, in writing.

Section 16. Before any house may be occupied, it must be completely finished on the exterior in accordance with plans approved by the Architectural Committee; all of the yard which is visible from any street must be planted with grass or have other suitable ground cover and the driveway surface must be paved or the surface approved by the Architectural Committee.

Section 17. All material selections and color selections must be submitted and approved by Architectural Committee prior to application. Allowed finishes include painted wood siding, brick, stone; stucco (or "Dryvit facsimile").

Section 18. All tennis courts and swimming pools located on any Lot shall be located behind the rear line of the house located on the Lot. All swimming pools shall be "in ground" or certain Architectural Committee approved "above ground", and surrounded by approved decorative fence. Design and location of tennis courts and swimming pools must be submitted to the Architectural Committee for approval prior to clearing or grading.

Section 19. No water pipe, gas pipe, or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigation

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purposes. Section 20. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

Section 21. Is deleted.

Section 22. Outdoor clothes lines must be screened by approved landscaping or fencing, or placed in a location not readily visible from any street or adjoining property.

Section 23. No machinery shall be placed or operated upon any Lot except such machinery as is usual in maintenance of a private residence.

Section 24. The design of all mailboxes must be approved by the Architectural Committee.

Section 25. All fencing is restricted to the area behind the back plane of the house and must be approved by the Architectural Committee prior to erection. Approval will consider the type, finish, height, location and use of the fence. Such approval must be in writing by the Architectural Committee and the granting of such written approval by Architectural Committee will be on an individual request basis and no such written approval granted in one instance will be deemed or construed to grant such approval as to any other requests. The Architectural Committee expressly reserves the right to grant or not grant such approval in its sole discretion.

Section 26. No fence, wall, hedge or shrub planting which obstructs site lines at elevation between 2 and 6 feet above the roadways shall be erected, placed, planted or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The site line limitation shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersection unless the foliage is maintained at sufficient height -to prevent obstruction of such site lines.

Section 27. To promote safety and maintain neighborhood standards, the location of tree houses, storage and play structures, including their construction details and their exterior colors, must be approved by the Architectural Committee before the commencement of construction. In all cases, all such structures will only be allowed behind the back plane of the house.

Prebuilt wooden, free-standing, lawn equipment type storage or play structures may be approved by the Architectural Committee given sufficient footings, flooring and structure so as to compare to a stick built structure in strength and longevity. No metal or plastic stand-alone storage buildings are allowed.

Section 28. Attachment "A"

Section 29. Is deleted

Section 30. No Owner of a Lot which abuts any stream or waterway shall damn up, redirect water flow or add to volume of water flow in any way that affects up-stream or downstream Lots. Homeowners are not allowed to dump yard or any other waste material into any stream or waterway which abuts their Lot.

Section 31. Roof Treatment. All roof stacks, vents and solar panels must be located on the rear slopes of roofs except where a different location has been approved in writing by Architectural

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Committee prior to construction. All roof stacks, vents, flashings and chimney caps must be painted to match roof color if visible from front side of houses. All central air conditioning compressors shall be ground mounted. On homes equipped with solar heat collectors, the location and design of these units must be approved in writing by the Architectural Committee prior to construction.

Section 32. Unless waived by the Association in writing, no Lot within said subdivision shall be used to provide access to any property which is not contained within the boundaries of the subdivision. In the event written waiver is granted. The Association reserves the right should any owner desire to provide access to property outside the subdivision to assess reasonable costs for extension of water lines and other utilities, inclusive of roadways, which were expended in the development of said subdivision.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration will run with and bind the land for a term of ten years from the date this Declaration is recorded, after which time they may be renewed and extended, either in whole or in part, for successive periods of ten years if signed by two-thirds of all homeowners, attested to by the Board of Directors and filed for recording among the Deed Records of Forsyth County, Georgia, provided that each such agreement specifies which sets of covenants and restrictions are so renewed, modified or extended and the term for which they are renewed. This Declaration may be amended during its ten year term if voted upon favorably by not less than fifty-five percent of the homeowners eligible to vote. All amendments must be recorded among the Deed Records of Forsyth County, Georgia.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds of all members.

Section 5. FHA/VA Approval. Is deleted

Attachment "A"

Section 28. Leasing. In order to protect the equity of the individual Owners within the Community and to carry out the purpose for which the Community was formed by preserving the character of the Community as a residential community of Owner-occupied homes, leasing of Lots shall be governed by the restrictions imposed by this Section. Except as provided herein, leasing of Lots is prohibited.

(a) Definitions.

- (i) "Effective Date" means the date that this Amendment is recorded in the Forsyth County Georgia land records.
- (ii) "Grandfathered Owner" means an Owner who is lawfully leasing his or her Lot on the Effective Date, who is current in the payment of all assessments and other charges owed to the Association, and who, within 30 days of the Effective Date, provides the Board with a copy of the lease in effect on the Effective Date. For the purpose of this provision, "current in the payment of all assessments and other charges" shall mean that the Owner is not shown on the books and records of the Association as being more than 30 days delinquent in the payment of assessments or other charges. Grandfathering hereunder shall continue only until the earlier of:
 - (A) the date of the Grandfathered Owner conveys title to the Grandfathered Lot to any other person (other than the Owner's spouse or former spouse); or
 - (B) the date that the Grandfathered Owner is shown on the books and records of the Association as being more than 30 days delinquent in the payment of any assessments or other charges owed to the Association hereunder.
- (iii) "Grandfathered Lot" means the Lot owned by a Grandfathered Owner on the Effective Date hereof
- (iv) "Leasing" means the occupancy of a Lot by any person(s) other than:
 - (A) the Lot Owner or a parent, grandparent, spouse, or former spouse of an Owner, which relationship shall be demonstrated to the Board on request by providing a copy of a birth certificate or similar document satisfactory to the Board; or
 - (B) a roommate of any of the above who also occupies the Lot as his or her primary residence.

Additionally, a Lot may be considered to be leased hereunder even if no rent is paid to the Owner, if the Occupant does not constitute one of the Occupants exempted from leasing above.

(v) "Leasing Cap" means the maximum total number of outstanding leasing permits including Grandfathered Lots, but excluding hardship leasing permits that are permitted before additional leasing permits may be issued hereunder. The Leasing Cap shall be 5 Lots.

- (b) Authorized Leasing. Owners may lease their Lots only if: (1) the Owner is a Grandfathered Owner; (2) the Owner is not a Grandfathered Owner but has received a leasing permit from the Board as provided below; (3) the Owner is not a Grandfathered Owner but has received a hardship leasing permit from the Board as provided below; or (4) the Owner or lessee is the Association. The leasing permit and hardship leasing permit are not intended as a way for the Association to approve or disapprove a particular tenant or occupant, but a method to ensure that all leasing of Lots is strictly in compliance with the conditions and requirements specified in this Section. These conditions and requirements are of utmost importance in maintaining the high quality of the Community.
- (c) Leasing Permits. If any other Owner requests a Leasing Permit and complies with the conditions and requirements of this Section, the Board of Directors shall issue a Leasing Permit to the Owner within 15 days of receipt of all documentation, fees, or other information as may be required herein, if no more than 5 of the total number of Lots are either Grandfathered or have been issued Leasing Permits.

Owners who have been denied a Leasing Permit because the Leasing Cap is satisfied shall be placed on a waiting list to be issued such a permit, if the Owner requests in writing, when the above conditions have been satisfied. The issuance of a Hardship Leasing Permit to an Owner shall not cause the Owner to be removed from the waiting list for a Leasing Permit.

The Board may refuse to issue any Leasing Permit or Hardship Leasing Permit if the Owner is shown on the Association's books and record to be delinquent in any assessment or charge or if the Owner is in violation of the Declaration, By-Laws or Association rules. Leasing Permits shall be valid only as to a specific Owner and Lot and shall not be transferable between either Owners or Lots.

- (d) Hardship Leasing Permits. If an Owner wishes to lease and does not satisfy the conditions and requirements for leasing under this Section, and the inability to lease will result in an undue hardship to the Owner, then the Owner may apply to the Board for a Hardship Leasing Permit, for a term not to exceed one year or as otherwise approved by the Board. The Board has sole discretion whether to grant a Hardship Leasing Permit, and the existence of a hardship does not guaranty that an Owner is entitled to or will receive a Hardship Leasing Permit; such Permit is discretionary. The Board shall have the authority to issue or deny requests for hardship leasing permits in its discretion after considering the following factors: (1) the nature, degree, and likely duration of the hardship, (2) the number of hardship leasing permits which have been issued to other Owners, (3) the Owner's involvement in creating the hardship and ability to cure the hardship, and (4) whether previous hardship leasing permits have been issued to the Owner.
- (e) Expiration and Revocation of Permits and Grandfathering Status. Leasing Permits and Hardship Leasing Permits are automatically revoked upon the sale or transfer of the Lot to a

third party (excluding sales or transfers to an Owner's spouse or former spouse). Leasing Permits and Hardship Permits also expire if the Lot is not leased as provided herein within 120 days of the issuance of the Leasing Permit or Hardship Permit or if the Owner fails to maintain a lease for more than 120 consecutive days at any point after a Permit is issued. The Board also may revoke any Leasing Permit or Hardship Leasing Permit if the Owner is shown on the Association's books and records to be more than 30 days past due in any assessment charge or if the Owner and/or the Lot Occupant or any guest of the Owner or Occupant violates the Declaration, By-Laws, rules and regulations of the Association or any applicable laws or ordinances. Grandfathering status is automatically revoked if the Grandfathered Owner conveys title to the Lot to any person other than the Owner's spouse or former spouse or if the Owner is shown on the books and records of the Association to be more than 30 days delinquent in the payment of assessments. A revocation or expiration of the Permit or Grandfathering status serves as an immediate revocation of the lease agreement in place at the time.

- (f) General Leasing Provisions. Except for roommates of an Owner as provided above, Lots may be leased only in their entirety pursuant to a single lease. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. There shall be no subleasing of Lots or assignment of leases without prior written Board approval. All leases must be for an initial term of at least one year, except with written Board approval. Transient tenants or occupants are not permitted in Lots. By way of example only, the immediately preceding standard shall include any occupancy under any Airbnb, time share, vacation rental, Vacation Rental By Owner ("VRBO"), Home Away, Craigslist or other similar arrangement whereby any person is granted, by Owner for compensation in any form, a right to enter and/or occupy a Lot for any period of time shorter in duration than is required hereunder; the listing hereinabove shall not be considered exhaustive of exclusive with regard what constitutes leasing hereunder, and same shall hereinafter be referred to as "short-term leasing." When requesting a Leasing Permit or a Hardship Leasing Permit, an Owner shall provide the following: (1) a copy of the proposed lease; (2) the names, phone numbers, email addresses, work location, work phone number, and physical street address to be occupied by the Owner when the Lot is leased; (4) written and signed confirmation of the provision of all governing documents, including, but not limited to, the Declaration, By-Laws, design guideline, and all rules and regulations to the tenant and all Lot occupants; and (5) such other information or administration fees as may be required by the Board.

An Owner who is issued a Leasing Permit or Hardship Permit shall be required to pay to the Association an annual Leasing Administration Fee in an amount to be determined by the Board from time to time, but in no case shall the Leasing Administration Fee exceed one-half of the then-current annual assessment. The Lease Administration Fee shall constitute a specific assessment as described in this Declaration.

The Owner of a leased Lot shall provide the Board with a copy of the executed lease within 10 days after executing a lease for the Lot and within 10 days of request by the Board during the lease term. If any of the information regarding the Occupant required above, or other information regarding occupancy of the Lot, changes during the term of any leasing of the Lot, the Owner and Occupant shall update and notify the Board in writing of such changes within 30 days of the date of such change.

If an Owner fails to provide the Association a copy of the lease and notice of leasing as provided herein, or an Owner otherwise leases a Lot in violation of this Section, the Association may fine the Owner an initial fine of \$250.00, plus additional daily fines for continued violation of these provisions.

- (g) Compliance and Enforcement by Association. Occupants of Lots shall control the conduct of their families and guests to assure compliance with the Declaration, By-Laws, and Association rules and regulations and shall indemnify and hold the Association harmless for any such person's failure to comply. Any violation of any provision of the Declaration, By-Laws, and rules and regulations by any Occupant of a Lot or person living with an occupant, shall constitute a default under the lease and authorizes the Association to declare the lease in default and terminate the lease and the Lease Permit or Hardship Permit for any such violation. The Association may bring an action against the Owner and/or occupant(s) for damages and/or injunctive relief or, may impose fines and/or other sanctions under the Declaration, By-Laws, or Georgia law, including all remedies available to a landlord upon breach or default of a lease (including eviction of the occupant(s)), for violations of the Declaration, By-Laws, or Association rules and regulations for the lease. Failure by the Association to enforce any of its rights shall not be deemed a waiver of the right to do so thereafter. The Owner delegates and assigns to the Association, at the Board's discretion, the power to evict the occupant(s) on behalf of and for the benefit of the Owner. If the Association proceeds to evict the occupant(s), any cost associated therewith, including all attorneys' fees actually incurred and court costs, shall be specially assessed against Owner's Lot and shall be a personal obligation of the Owner, being deemed as an expense which benefits the leased Lot and Owner. If any occupant, or any guest, invitee, licensee, or family member of the Occupant violates the Declaration, By-Laws, and Association rules and regulations for which a fine is imposed, such fine may be assessed against the Occupant and/or Owner, as provided in the Declaration and By-Laws. Any Owner wishing to lease his or her Lot after any such default must request another Leasing Permit or Hardship Leasing Permit in writing or, if the Leasing Cap is met, must request in writing to have his or her name placed on the waiting list. The Board may, in its discretion, deny Leasing Permits or Hardship Leasing Permits for a period not exceeding 12 months to any Owner with a history of more than one default.

Morgan Springs Homeowner's Association, Inc.

1950 Morgan Drive, Cumming, GA 30040

2022 Covenant Renewal, Version "B", August 1, 2022

The undersigned, being the members of the Board of Directors, have applied their signatures to authorize this document on this 12 day of December, 2022.



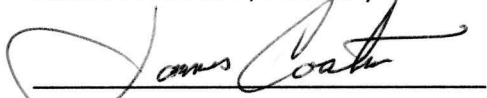
William Scheer, President



Gary Borgemenke, Vice President



Elisabeth Schwaer, Secretary



James Coates, Treasurer



Notary Public

