

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.

01 NOV -9 AM 11:39

TOM LAWLER, CLERK

After Recording Return to:

Shannon Carey
2054 Village Centre Drive
Loganville, GA 30052

DECLARATION OF
COVENANTS AND RESTRICTIONS

STREAMWOOD VILLAGE
HOMEOWNERS ASSOCIATION, INC.
GWINNETT COUNTY, GEORGIA

178214

TABLE OF CONTENTS

	Page
ARTICLE I. DEFINITIONS.....	2
ARTICLE II. LOTS.....	3
SECTION 1. LOTS HEREBY SUBJECTED TO THIS DECLARATION	3
SECTION 2. ADDITIONAL MEMBER LOTS HEREAFTER SUBJECTED TO THIS DECLARATION	3
SECTION 3. NO EFFECT ON BALANCE OF STREAMWOOD VILLAGE PROPERTY	4
SECTION 4. ALL MEMBER LOTS BEAR THE BURDENS AND ENJOY THE BENEFITS OF THIS DECLARATION	4
SECTION 5. EASEMENTS OVER THE MEMBER LOTS	4
ARTICLE III. ASSOCIATION PROPERTY	5
SECTION 1. ASSOCIATION PROPERTY	5
SECTION 2. MEMBERS' RIGHTS IN ASSOCIATION PROPERTY	5
SECTION 3. EASEMENTS OVER ASSOCIATION PROPERTY	5
SECTION 4. DAMAGE OR DESTRUCTION	5
SECTION 5. TRANSFER OR ENCUMBRANCE	5
ARTICLE IV. THE ASSOCIATION	6
SECTION 1. THE ASSOCIATION	6
SECTION 2. MEMBERSHIP	6
SECTION 3. CLASSES OF MEMBERSHIP; VOTING RIGHTS	6
SECTION 4. SUSPENSION OF MEMBERSHIP RIGHTS	6
SECTION 5. MEETINGS OF THE MEMBERSHIP	6
SECTION 6. ASSOCIATION ACTS THROUGH ITS BOARD OF DIRECTORS	6
SECTION 7. PROFESSIONAL MANAGEMENT	7
ARTICLE V. ASSESSMENTS.....	7
SECTION 1. ASSESSMENTS; LIEN THEREFOR	7
SECTION 2. PERSONAL OBLIGATION OF MEMBERS	7
SECTION 3. PURPOSES OF ASSESSMENTS	8
SECTION 4. DETERMINATION OF ANNUAL ASSESSMENT	8
SECTION 5. SPECIAL ASSESSMENTS	9
SECTION 6. EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION	9
ARTICLE VI. RESTRICTIONS.....	10
SECTION 1. SINGLE-FAMILY USE	10
SECTION 2. PROHIBITED ACTIVITIES	10
SECTION 3. NUISANCES	10
SECTION 4. TRASH; ANIMALS	10
SECTION 5. TEMPORARY STRUCTURES	10
SECTION 6. VEHICLES; TRAILERS; BOATS; AUTOMOBILES	11
SECTION 7. SUBDIVISION OF MEMBER LOTS	11
SECTION 8. ENFORCEMENT BY MEMBERS	11
SECTION 9. ZONING CONDITIONS AND RESTRICTIONS	11

ARTICLE VII.	MAINTENANCE OF LOTS AND LANDSCAPING	11
ARTICLE VIII.	AMENDMENT	12
ARTICLE IX.	MISCELLANEOUS	13
SECTION 1.	FAILURE OF ENFORCEMENT	13
SECTION 2.	WAIVERS	13
SECTION 3.	DURATION	13
SECTION 4.	NOTICES	13
SECTION 5.	SEVERABILITY	13
SECTION 6.	ENFORCEMENT	13

**DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR STREAMWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.**

GWINNETT COUNTY, GEORGIA

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (the "Declaration") is made on this ____ of April (the "Effective Date"), in the year Two Thousand One by **STREAMWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.**, a Georgia nonprofit corporation (hereinafter referred to as the "Declarant") and the undersigned Owners of the Member Lots.

WITNESSETH:

WHEREAS, the Declarant is made up of each natural person, corporation, trust, partnership or other legal entity who owns of record a fee interest in any Member Lot (as that term is defined hereinafter) of the residential subdivision known as "Streamwood Village"; and

WHEREAS, the Declarant desires to provide open spaces, parks, green belts and other facilities for the benefit of the persons who reside on the "Member Lots"; and

WHEREAS, in order to insure the enjoyment of such open spaces, parks, green belts and other facilities by the residents of the said Member Lots, and in order to protect and enhance the value of the said Member Lots, an association to own, maintain and administer such open spaces, parks, green belts and other facilities, and to administer and enforce the covenants and restrictions imposed by this Declaration on the individually owned properties, and to collect, hold and disburse the charges and assessments provided for in this Declaration has been created and is the Declarant herein; and

WHEREAS, it is intended that every owner of any of said Streamwood Village Property declare, either in person or by written proxy, at a meeting of the owners of record that each owner of record pledge to become a member of the aforesaid association and be subject to its valid rules and regulations and the assessments and charges made by such association;

NOW, THEREFORE, the Declarant does hereby submit the "Member Lots" and the "Association Property" (as those terms are hereinafter defined) to the provisions of this Declaration.

ARTICLE I.

DEFINITIONS

As used in this Declaration, the following terms shall have the meanings ascribed to them in this Article I, such definitions being cumulative of those set forth elsewhere in this Declaration.

"Annual Assessment" shall have the meaning specified in Section 4 of Article V hereof, and shall constitute the assessments which, pursuant to the provisions of Article V hereof, shall be levied by the Association against the Member Lots each year for the purpose of raising the funds necessary to pay the "Annual Expenses" (as that term is defined in Section 3 of Article V hereof).

"Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as the same may be amended from time to time.

"Association" shall mean Streamwood Village Homeowners Association, Inc., a Georgia non-profit corporation.

"Association Property" shall mean all of the real and personal property which is owned and operated by the Association. Association Property shall not include any Member Lot which shall be acquired by the Association through foreclosure of the lien in favor of the Association, as provided for in Article V of this Declaration.

"Board of Directors" shall mean the Board of Directors of the Association.

"Bylaws" shall mean the Bylaws of the Association, as the same may be amended from time to time.

"Declarant" shall mean Streamwood Village Homeowners Association, Inc. a Georgia nonprofit corporation, and shall include any successor or assign of Streamwood Village Homeowners Association, Inc.

"First Mortgage" shall mean a Mortgage conveying a first priority lien upon or security title to any Lot.

"Member Lot" or "Member Lots" shall mean each portion of Streamwood Village Property which has been subdivided for use as an individual building lot, which owner of record has agreed to become a member of the Association and which is subjected to the terms, provisions, liens, charges, easements, covenants and restrictions of this Declaration applicable to Member Lots either by the recording of this Declaration or by the recording of a supplemental declaration pursuant to the provisions of Section 2 of Article I hereof.

"Mortgage" shall mean a mortgage, deed to secure debt, deed of trust, or other instrument conveying a lien upon or security title to the property.

"Person" shall mean a natural person, corporation, trust, partnership or any other legal entity.

"Streamwood Village Property" shall mean the entirety of the real property described on Exhibit A, hereto attached and made a part hereof.

"Subdivision Plat" shall mean, collectively that certain Final Plat of Streamwood Village Subdivision, Phase I filed on June 10, 1994, as recorded with the Clerk of Superior Court, Gwinnett County, Georgia at Book 62, Page 248; that certain Final Plat of Streamwood Village Subdivision, Phase II filed on September 19, 1994, as recorded with the Clerk of Superior Court, Gwinnett County, Georgia at Book 71, Page 10; and that certain Final Plat of Streamwood Village Subdivision, Phase III filed on April 26, 1996, as recorded with the Clerk of Superior Court, Gwinnett County at Book 70, Page 7; and that certain Final Plat of Streamwood Village Subdivision, Phase IV filed on July 12, 1996; as recorded with the Clerk of Superior Court, Gwinnett County, Georgia at Book 71, Page 64, and shall include any and all other plats of survey which shall be recorded pursuant to the provisions of Article II, Section 2 of this Declaration for the purpose of subjecting additional portions of Streamwood Village Property to this Declaration as Member Lots.

ARTICLE II.

LOTS

Section 1. Lots Hereby Subjected to this Declaration. The Declarant, for itself and its successors and assigns, does hereby covenant that the Member Lots be, and the same hereby is, subjected to this Declaration.

Section 2. Additional Member Lots Hereafter Subjected to this Declaration. The Declarant may, after the Effective Date, subject additional portions of Streamwood Village Property to the terms, provisions, liens, charges, easements, covenants and restrictions of this Declaration applicable to Member Lots by:

(a) executing and recording in the Deed Records of Gwinnett County, Georgia, a supplemental declaration to this Declaration describing such additional Member Lots and stating that this Declaration is thereby extended to, and shall thereafter apply to, such additional Member Lots; and

(b) recording in the Plat Book Records of Gwinnett County, Georgia, a plat of survey showing and depicting the additional Member Lots being thereby subjected to this Declaration.

From and after the subjecting of such additional Member Lots to this Declaration, such additional Member Lots shall thereafter be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions, liens, charges, easements, covenants and restrictions of this Declaration applicable to Member Lots, including, without limitation, all lien and assessment provisions set forth in this Declaration; from and after the subjecting of such additional Member Lots to this Declaration, all of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration as applicable to Member Lots shall be a permanent charge thereon, and shall run with, such additional Member Lots.

No approval from any member of the Association, or from anyone else whomsoever, shall be required for the Declarant to subject any portion of Streamwood Village Property to this Declaration as additional Member Lots.

Section 3. No Effect on Balance of Streamwood Village Property. Notwithstanding anything contained in this Declaration which may be constructed to the contrary, this Declaration does not create any charge, lien, encumbrance, restriction, or limitation on any portion of Streamwood Village Property other than the Member Lots described in Section 1 of this Article II, unless and until any additional portion of Streamwood Village Property is subjected to this Declaration as Member Lots or Association Property in the manner set forth, respectively, in Section 2 of this Article II or in Section 1 of Article III, and then, only from that time forward.

Section 4. All Member Lots Bear the Burdens and Enjoy the Benefits of this Declaration. Every person who is a record owner of a fee or undivided fee interest in any Member Lot does, by acceptance of a deed or other conveyance thereto, and by acceptance of such ownership, and by taking record title to such Member Lot, agree to all of the terms and provisions of this Declaration. Each of the Member Lots is subject to all the burdens, and enjoys all the benefits, made applicable hereunder.

Section 5. Easements Over the Member Lots. The Member Lots shall be subjected to, and the Declarant does hereby grant to the appropriate grantees thereof, the following easements:

(a) Each Member Lot shall be subject to all easements which are shown and depicted on the Subdivision Plat as affecting and burdening such Member Lot;

(b) Each Member Lot shall be subject to an easement for slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity that might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow; and

(c) Each Lot shall be subject to an easement for the entry by the authorized agents and representatives of the Association to go upon such Member Lot under the circumstances, and for the purposes described in Article VII of this Declaration.

ARTICLE III.

ASSOCIATION PROPERTY

Section 1. Association Property. The Association shall hold deed and title to all parcels of real property that shall be designated as Association Property on any Subdivision Plat.

Section 2. Members' Rights in Association Property. Every owner of any Member Lot shall have a non-exclusive right and easement of enjoyment and use in and to the Association Property and such right and easement shall be appurtenant to, and shall pass with, the title to the Member Lot(s) owned by such owner. Such right and easement of enjoyment and use are and shall be subject to the easements which are described in Section 3 of this Article III and to the right of the Association to promulgate reasonable rules and regulations regarding the use of Association Property, and the right of the Association, as provided in the Bylaws, to suspend the enjoyment rights of the owner of any Member Lot during any period in which any assessment which is due to the Association from such owner remains unpaid, and such period as the Board of Directors may consider appropriate for any infraction of its published rules and regulations. In addition, the Board of Directors may permit other persons who are not residents of any Member Lots to use the Association Property upon such terms and conditions, and for the payment of such fees, as shall be determined by the Board of Directors.

Section 3. Easements Over Association Property. All Association Property shall be subject to, and do hereby grant, an easement across, in, under, over and through the Association Property for the purposes of the construction, installation, repair, maintenance and use of all utility and drainage facilities as exist on the date of this Declaration.

Section 4. Damage or Destruction. In the event that any improvements located on any Association Property shall be damaged or destroyed on account of the occurrence of any casualty, the Board of Directors shall proceed with the filing and settlement of all claims arising under any policy of insurance maintained by the Association with respect to such improvements and shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed improvements.

Any such damage or destruction shall be repaired or reconstructed unless it shall be decided, within ninety (90) days after the occurrence of the casualty, by a majority of the total vote of all then existing Member Lots, not to so repair or reconstruct such damage. In the event that it shall be so decided not to repair or reconstruct any such damage or destruction, the proceeds of any insurance as may become payable to the Association as a result of such damage or destruction shall be applied to such purposes as may be determined by the Board of Directors.

Section 5. Transfer or Encumbrance. In no event shall the Association abandon, encumber, sell or transfer, directly or indirectly, any portion of the Association Property unless such abandonment, encumbrance, sale or transfer shall be first approved in writing by the owners of no fewer than sixty-seven percent (67%) of the Member Lots.

ARTICLE IV.

THE ASSOCIATION

Section 1. The Association. Prior to the date this Declaration has been filed for record with the Clerk of the Superior Court of Gwinnett County, Georgia, the Association does now exist, under its Articles of Incorporation and Bylaws.

The Association is and shall be responsible for the ownership, management and operation of the Association Property, the enforcement of the covenants and restrictions set forth in this Declaration, and the performance of such other duties and services as the Board of Directors shall deem to be in the best interests of the members of the Association.

Section 2. Membership. Every person who is, or who becomes, a record owner of a fee or undivided fee interest in any Member Lot is and shall be a member of the Association; provided, however, that any such person who holds such interest merely as security for the performance of an obligation shall not be a member of the Association. The transfer of ownership of a fee or undivided fee interest in any Member Lot shall automatically transfer membership in the Association, and in no event shall such membership be severed from the ownership of such Member Lot.

Section 3. Classes of Membership; Voting Rights. The Association shall have one class of voting membership: Class A. The Class A members shall be all those persons holding an interest required for membership in the Association, as specified in Section 2 of this Article IV. The Class A members shall be entitled to full voting privileges.

Section 4. Suspension of Membership Rights. The membership rights of any member of the Association, including the right to vote and to use the Association Property, may be suspended by the Board of Directors pursuant to the authority granted in the Bylaws. Any such suspension shall not affect such member's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien on the member's property in favor of the Association.

Section 5. Meetings of the Membership. All matters concerning the meetings of members of the Association, including the time at which and the manner in which notice of any said meeting shall be given to members, the quorum required for the transaction of business at any meeting, and the vote required on any matter, shall be as specified in this Declaration, or in the Articles of Incorporation or the Bylaws, or by law.

Section 6. Association Acts Through Its Board of Directors. Whenever approval of, or action or inaction by, the Association is referred to or called for in this Declaration, such action, inaction or approval shall be by the Board of Directors of the Association, unless it is specifically stated in this Declaration, the Articles of Incorporation or the Bylaws with respect to such action, inaction or approval that the members of the Association must vote. No member of the Board of Directors of the Association or any officer of the Association shall be personally

liable to any owner of any Member Lot for any mistake of judgment or for any other act or omission of any nature whatsoever, except for any acts or omissions found by a court of competent jurisdiction to constitute gross negligence or fraud.

Section 7. Professional Management. The Association may, but shall not be obligated to, obtain and pay for the services of any person or other entity to manage the affairs of the Association, or any part thereof, and may enter into such agreements for the management of the Association Property as the Board of Directors deems to be in the best interests of the Association.

ARTICLE V.

ASSESSMENTS

Section 1. Assessments; Lien Therefor. Each person who shall own any Member Lot, by acceptance of a deed or other conveyance thereto, and by acceptance of such ownership, and by taking record title thereto, shall be deemed to covenant and agree to pay to the Association all assessments and charges which are levied by the Association against the Member Lot(s) owned by such person in accordance with the terms and provisions of this Declaration.

All sums lawfully assessed by the Association against any Member Lot and the owner thereof, shall, from the time the sums became due and payable, be the personal obligation of the owner of such Member Lot and constitute a lien in favor of the Association on such Member Lot prior and superior to all other liens whatsoever, except:

- (a) liens for ad valorem taxes on the Member Lot;
- (b) the lien of any First Mortgage or the lien of any prior Mortgage recorded in the Deed Records of Gwinnett County, Georgia prior to the recording of this Declaration; or
- (c) the lien of any secondary purchase money Mortgage covering the Member Lot, provided that neither the grantee nor any successor grantee on the Mortgage is the seller of the Member Lot.

Section 2. Personal Obligation of Members. Each member of the Association, by acceptance of a deed or other conveyance to the Member Lot(s) owned by such member, irrespective of whether it shall be so expressed in any such deed or other conveyance, and by acceptance of ownership of such Member Lot(s), and by taking record title to such Member Lot(s), shall be deemed to covenant and agree to pay to the Association:

- (a) His share of the Annual Assessments which shall be levied by the Association in accordance with Section 4 hereof; and

(b) When properly authorized in accordance with Section 5 hereof, special assessments, such annual and special assessments to be fixed, established and collected from time to time as hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be the personal obligation of the person who is the owner of the Member Lot against which such assessments are levied at the time such assessments become due and payable. The covenant to pay assessments herein stated is and shall be a covenant running with the land.

Section 3. Purposes of Assessments. The assessments levied by the Association pursuant to this Article V shall be used to pay the costs and expenses which the Association shall incur in connection with the performance of its duties and responsibilities pursuant to this Declaration, the Articles of Incorporation and the Bylaws (such costs and expenses being herein referred to as the "Annual Expenses"). Without limiting the generality of the foregoing, the Annual Expenses shall include the costs of: repair and maintenance of all Association Property; payment of all governmental charges, taxes and assessments which shall be levied against all Association Property; payment of all costs and expenses incurred by the Association in connection with its operations, including, without limitation, the payment of electricity charges for all lighting located on Streamwood Village Property which does not serve a particular Member Lot; payment of the premiums for all policies of property and liability insurance maintained by the Association with respect to Association Property; payment of the premiums for all fidelity bonds which shall be obtained by the Association; the maintenance of reserves for the repair and replacement of improvements located on the Association Property and for such other purposes as the Board of Directors shall determine, in all cases in such amounts as the Board of Directors shall determine; the payment of the fees of such management firms as the Board of Directors shall employ; and payment of the fees for the provision of such professional services as the Board of Directors shall determine to be required by the Association, including legal, accounting and architectural services.

Section 4. Determination of Annual Assessment. Prior to the commencement of each fiscal year of the Association (said fiscal year being specified in the Bylaws), the Board of Directors shall estimate the total amount of the Annual Expenses which are anticipated to be incurred by the Association during such fiscal year and shall determine the amount which will be deposited during such fiscal year into reserve funds maintained by the Association. No fewer than sixty-seven percent (67%) of the membership of the Association shall thereupon approve a budget for the Association's expenditures and reserve fundings based upon such estimate and providing for the total annual assessment to be levied against the members of the Association for such fiscal year (the total assessment which shall be so determined and levied against all of the members of the Association for any fiscal year is herein referred to as the "Annual Assessment"). The Annual Assessment shall be levied against all of the Member Lots. The amount of the Annual Assessment levied against each Member Lot shall be the same as the amount levied against every other Member Lot. Each Member Lot shall be liable for that share of Annual Assessment which is so determined by the approved the Board of Directors. The Board of Directors shall send a copy of the budget so adopted by the Association, together with a written notice of the amount of the Annual Assessment so determined for such fiscal year and the

amount of such Annual Assessment which shall be levied against each Member Lot, to the owner of every Member Lot prior to the commencement of the fiscal year during which such Annual Assessment is to be paid. The amount of such Annual Assessment which shall be levied against each Member Lot shall be due and payable to the Association in such installments the Board of Directors shall determine, and after notice of the same shall have been given to all of the members of the Association by the Board of Directors, and shall be paid to the Association when due without further notice.

Section 5. Special Assessments. If for any reason, including non-payment of any assessments to the Association by the persons liable therefor, the budget adopted by the Association for any fiscal year shall prove to be inadequate to defray the Annual Expenses for such fiscal year, or if the Board of Directors shall determine that it is in the best interests of the Association to levy a special assessment to pay the costs of any capital improvements or capital repairs, the Board of Directors shall have the authority to levy a special assessment against the Member Lots and the owners thereof to raise such needed funds. Any special assessment levied by the Board of Directors pursuant to the provisions of this Section 5 shall be payable at such times and such installments as the Board of Directors shall determine. Each Member Lot shall be liable for the payment of an equal share of every special assessment which shall be levied by the Association pursuant to the provisions of this Section 5.

Section 6. Effect of Non-Payment of Assessments; Remedies of the Association.

(a) In the event that any member of the Association shall fail to pay, within thirty (30) days after the date the same is due and payable, any annual or special assessment, or any installment of any annual or special assessment which is payable by him to the Association, the entire amount of such assessment, including the portion thereof which would otherwise be payable in installments, may be declared by the Board of Directors to be immediately due and payable in full to the Association. All such amounts so declared by the Board of Directors to be due and payable in full to the Association shall be secured by the lien of the Association on every Member Lot owned by the delinquent member, which lien shall bind such Member Lot or Member Lots in the hands of the then owner, and his heirs, devisees, successors and assigns.

(b) All amounts which the Board of Directors shall declare to be due and payable pursuant to this Section 6 shall bear interest from the date of delinquency at the lower of the rate of ten (10%) percent per annum or the highest rate permitted by law, and the Association may bring legal action against the member of the Association personally obligated to pay the same, or foreclose its lien upon the Member Lot or Member Lots of such member, in either of which events such member shall also be liable to the Association for all costs and attorneys' fees which the Association shall incur in connection with the collection of such delinquent amounts.

ARTICLE VI.

RESTRICTIONS

In order to provide for the maximum enjoyment of the Member Lots by all of the residents thereof and to provide protection for the value of the same, the use of the Member Lots shall be restricted to, and shall be only in accordance with, the following provisions:

Section 1. Single-Family Use. All of the Member Lots shall be restricted exclusively to single-family residential use. The term "single-family" shall include one or more related or unrelated adults, as well as the children of any such adults. No Member Lot shall at any time be used for any commercial, business or professional purpose. Notwithstanding the foregoing, however, nothing set forth in this Section 1 shall prohibit the owner of any Member Lot from using a portion of a building located on such Member Lot as an office, provided that such use does not create regular customer or client traffic to and from such Member Lot and no sign, logo, symbol or nameplate identifying such business is displayed anywhere on such Member Lot.

Section 2. Prohibited Activities. No noxious or offensive activity shall be conducted on any Member Lot. Each owner of any Member Lot, his family, tenants, guests and invitees, shall refrain from any act or use of his property which could reasonably cause embarrassment, discomfort, annoyance or nuisance to any other resident or residents of any other Member Lot.

Section 3. Nuisances. No nuisance shall be permitted to exist upon any Member Lot. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Member Lot, or any portion thereof.

Section 4. Trash; Animals. No portion of any Member Lot shall be used as a dumping ground for rubbish, trash or garbage, nor shall any trash or garbage be permitted to accumulate upon any Member Lot.

No Member Lot shall be used for the keeping or breeding of livestock animals or poultry of any kind, except that a reasonable number of household pets may be kept, provided that they are neither kept for breeding nor maintained for any commercial purpose, and provided that none of such pets are permitted to be a source of annoyance to any other resident or residents of any other Member Lot.

Section 5. Temporary Structures. No structure of a temporary character, including, without limitation, any trailer, tent, shack, garage or other building, shall be permitted on any Member Lot at any time, whether temporarily or permanently, except with the prior written consent of the Board of Directors; provided, however, that temporary structures may be erected or placed upon a Member Lot for use in connection with the repair or construction of structures upon such Member Lot.

Section 6. Vehicles; Trailers; Boats; Automobiles. No automobile may be parked upon any Member Lot unless the same is parked on a pavement area located on such Member Lot for such purpose, and the same is in operating condition and has affixed thereto a then current license tag and, if applicable, operating sticker.

Section 7. Subdivision of Member Lots. No Member Lot may be further subdivided into any smaller Member Lot.

Section 8. Enforcement by Members. In the event that the owner of any Member Lot, or any person who is entitled to occupy any Member Lot, shall fail to comply with or abide by any restriction set forth in this Article VI, then the owner of any other Member Lot who is aggrieved by such failure of compliance or abidance shall have the right to proceed at law or in equity to compel such owner or such occupant to comply therewith and abide thereby. Additionally, any owner of any Member Lot who, or whose lessee, shall fail to comply with or abide by any such restriction shall be liable for any damages as may be suffered by any other owner of any Member Lot as a consequence of such failure.

Section 9. Zoning Conditions and Restrictions. The Zoning Conditions and Restrictions imposed by Gwinnett County applicable to the Streamwood Village Property are incorporated herein and made a part hereof by reference and are to be adhered to, but shall not replace any provisions contained herein. If any one or more of the provisions provided in this Declaration should be contrary to law, then, so long as the essential purpose and material provisions of this Declaration shall remain and be enforceable, such provision or provisions shall be deemed severable from the remaining provisions, and shall in no way affect the validity of the other provisions of this Declaration.

ARTICLE VII.

MAINTENANCE OF LOTS AND LANDSCAPING

The owner of each Member Lot shall be obligated to keep and maintain all portions of his Member Lot and the portion of the right-of-way on which his Member Lot is located lying between his Member Lot and the pavement of the road within such right-of-way in a neat, sanitary and attractive condition. In the event that the owner of any Member Lot shall fail to maintain all portions of such Member Lot and the aforesaid portion of the right-of-way in a condition, the Board of Directors shall have the right, exercisable by it or through its agents or employees, and after giving to the owner of such Member Lot at least fourteen (14) days' notice and an opportunity to correct the unsatisfactory condition, to enter upon such Member Lot and such portion of such right-of-way and correct the unsatisfactory condition, including, without limitation, cutting the grass, weeds, and other vegetation, and removing dead trees, shrubs and other plants. The owner of the Member Lot upon which, or upon the right-of-way adjoining which, such maintenance work is performed by the Association (or its agents or employees) shall be personally liable to the Association for all direct and indirect costs as may be incurred by the Association in connection with the performance of such maintenance work, and the liability for such costs shall be secured by all the liens, and shall be subject to the same means of collection,

as are the assessments and charges provided in Article V of this Declaration. In addition, all such costs shall be paid to the Association by such owner at the same time as the next due Annual Assessment payment, as provided in Section 4 of Article V of this Declaration, or at such earlier time, and in such installments, as the Board of Directors shall determine.

ARTICLE VIII.

AMENDMENT

The terms, provisions, covenants and restrictions of this Declaration may be amended upon the approval of such amendment by those members of the Association who own in the aggregate no-fewer than ~~sixty-seven percent~~ (67%) of the Member Lots. The approval of any such amendment by the members of the Association shall be given by each such member either casting a vote in favor of such amendment at a meeting of the members of the Association duly called for such purpose, or by such member signing a written approval of such amendment after the date on which such meeting was held, notwithstanding anything set forth to the contrary in the Articles of Incorporation or Bylaws. If any such amendment is required to be approved by the Declarant, such approval shall be given only by such Person executing a written approval of the same.

Any amendment to the terms, provisions, covenants or restrictions of this Declaration shall become effective only upon the recording in the Deed Records of Gwinnett County, Georgia, of an instrument certified by the incumbent Secretary of the Association setting forth such amendment and stating that the approval of the members of the Association which, under the provisions of this Article VIII, is required for such amendment to be effective, has been given and obtained.

The matters set forth in such instrument shall be presumed to be true and accurate and the amendment which is set forth in such instrument shall be effective, unless it shall be determined by a court of competent jurisdiction that the matters certified to in such instrument are not true and accurate.

ARTICLE IX.

MISCELLANEOUS

Section 1. Failure of Enforcement. In the event that the Association shall fail to enforce the compliance with any of the provisions of this Declaration by the owner of any Member Lot, then the owner of any other Member Lot shall have the right to file an action in the Superior Court of Gwinnett County, Georgia for an order from such Court requiring that the Association enforce such compliance; provided, however, in no event shall the Board of Directors, or any officer of the Association, or any of their agents, be personally liable to anyone on account of their failure to enforce any of the terms, provisions or restrictions set forth in this Declaration.

Section 2. Waivers. In no event shall the failure by the Association to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements set forth in this Declaration be construed as a waiver or relinquishment of the future enforcement of any such term, covenant, condition, provision, or agreement. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision or agreement shall not be deemed a waiver of such breach, and no waiver by the Association of any term, covenant, condition, provision or agreement shall be deemed to have been made unless expressed in writing and signed by a duly authorized officer of the Association.

Section 3. Duration. This Declaration, and all of the terms, easements, provisions, liens, charges, restrictions and covenants set forth herein, shall run with and bind the land (the Member Lots), shall be and shall remain in effect, and shall inure to the benefit of, and be enforceable by, the Association, and by any owner of any Member Lot, their respective legal representatives, heirs, successors and assigns, perpetually.

Section 4. Notices. Any notice required to be sent to any member of the Association pursuant to any provision of this Declaration may be served by depositing such notice in the mails, postage prepaid, addressed to the member to whom it is intended, at the address which such member shall have furnished to the Secretary of the Association in accordance with the Bylaws, or, in the absence of any such address having been so furnished to the Secretary of the Association, at the address of any Member Lot owned by such member. The date of service shall be the date of mailing.

Section 5. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 6. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons or other entities violating or

attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Member Lots, to enforce any liens created by this Declaration.

[Remainder of Page Intentionally Left Blank]

**ARTICLES OF INCORPORATION
FOR
STREAMWOOD VILLAGE
HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I

The name of the corporation shall be:

"STREAMWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC."

and is hereinafter referred to as the "Association."

ARTICLE II

The Association is organized pursuant to the provisions of: (a) the Georgia Nonprofit Corporation Code, and (b) the provisions of that certain Declaration of Covenants and Restrictions for Streamwood Village, which will be recorded with the Clerk of the Superior Court of Gwinnett County, Georgia, and which will be hereinafter referred to as the "Declaration".

ARTICLE III

The purposes for which the Association is organized are to promote social interaction, to provide the enforcement of the covenants and restrictions set forth in the Declaration and to levy assessments against the members of the Association in accordance with the terms and provisions of the Declaration in order to raise the funds required by the Association to defray the expenses which the Association shall incur in carrying out such purposes.

The Association is not organized for, and shall not be operated for, pecuniary gain or profit. No part of the net earnings of the Association shall inure to the benefit of any private individual.

ARTICLE IV

The duration of the Association shall be perpetual.

ARTICLE V

Each natural person, corporation, trust, partnership or other legal entity who shall own of record a fee or undivided fee interest in any lot ("Lot") as shown on that certain Final Plat of Streamwood Village Subdivision, Phase I filed on June 10, 1994, as recorded with the Clerk of Superior Court, Gwinnett County, Georgia at Book 62, Page 248; that certain Final Plat of Streamwood Village Subdivision, Phase II filed on September 19, 1994, as recorded with the Clerk of Superior Court, Gwinnett County, Georgia at Book 71, Page 10; that certain Final Plat of Streamwood Village Subdivision, Phase III filed on April 26, 1996, as recorded with the Clerk of Superior Court, Gwinnett County at Book 70, Page 7; and that certain Final Plat of Streamwood Village Subdivision, Phase IV filed on July 12, 1996; as recorded with the Clerk of Superior Court, Gwinnett County, Georgia at Book 71, Page 64 shall be given an opportunity to become a member of the Association; provided, however, that any natural person, corporation, trust, partnership or other legal entity who owns such interest merely as security for the performance of an obligation shall not be a member of the Association. Such membership shall be appurtenant to, and shall not be separated from, the record ownership of the Lot, and the transfer of record of an ownership interest in any Lot shall automatically transfer membership in the Association.

The Association shall have one class of membership: Class A.

The Class A members shall be all those persons holding an interest required for membership in the Association and as defined in the Declaration of Covenants and Restrictions for Streamwood Village, dated May 3, 2001, to be recorded in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia.
Jan 27, 2018

The Class A members shall be entitled to voting privileges on all matters affecting the Association. Class A members shall be entitled to cast one vote for each Lot in which they hold an interest required for membership, as hereinabove provided.

ARTICLE VI

The directors of the Association shall be elected in the manner set forth in the Bylaws of the Association.

ARTICLE VII

The mailing address of the initial principal office of the Association and the address of the initial registered office of the Association shall be 2014 Village Centre Drive, Loganville, Georgia 30052.

The initial registered agent of the Association at such address shall be Susan S. Van Gelder.

ARTICLE VIII

The initial Board of Directors of the Association shall number five (5) and the name and address of each person who is to serve as a member thereof is as follows:

Dee Bryson
2012 Ema Dell Place
Loganville, GA 30052

Robert McIntosh
2064 Village Centre Drive
Loganville, GA 30052

Phillip Morgan
2032 Ema Dell Place
Loganville, GA 30052

Jim Rapp
3670 Pine Bloom Place
Loganville, GA 30052

Susan Van Gelder
2014 Village Centre Drive
Loganville, GA 30052

ARTICLE IX

The name and address of the incorporator is Carrie G. Tolbert, Sixteenth Floor, 191 Peachtree Street, N.E., Atlanta, Georgia 30303.

ARTICLE X

The Association may be dissolved only upon a resolution duly adopted by the Board of Directors and the affirmative vote of members of the Association who own not less than two-thirds (2/3rds) of the Lots. In the event that the Association shall be dissolved pursuant to this Article X, any assets which the Association may have acquired shall be dedicated to a public body or conveyed to a nonprofit organization with purposes similar to those of the Association.

ARTICLE XI

These Articles of Incorporation may be amended only upon a resolution duly adopted by the Board of Directors and the affirmative vote of members who own at least two-thirds (2/3rds) of the Lots; provided, however, that no members of the Association shall be entitled to vote on any proposal to amend these Articles of Incorporation for the sole purposes of complying with the requirements of any governmental or quasi governmental entity or institutional lender authorized to fund, insure or guarantee Mortgages on individual Lots, as such requirements may exist from time to time which amendments may be adopted by the Board of Directors and the members of the Association.

IN WITNESS WHEREOF, the undersigned executes these Articles of Incorporation on
this ____ day of May, 2001.

STREAMWOOD VILLAGE HOMEOWNERS
ASSOCIATION, INC.

By: Carrie G. Tolbert
Carrie G. Tolbert
Incorporator

Carrie G. Tolbert, Esq.
Sixteenth Floor
191 Peachtree Street, N.E.
Atlanta, Georgia 30303

SECRETARY OF STATE
01 JUN 13 PM 1:12
CORPORATIONS DIVISION