

ARTICLE VI

ADDITIONAL COVENANTS APPLICABLE ONLY TO TOWN HOMES

1. Town Homes. Article VI declares additional covenants applicable only to Town Homes. Town Homes present circumstances that require additional covenants to assure harmony, lifestyle, value, appearance, and safety are protected.

2. Lot Owner's Responsibility. Each Lot Owner covenants to keep the exterior of his Town Home in a clean and attractive condition and in good order and repair. If a Lot Owner fails to maintain the exterior of his Town Home in a manner satisfactory to the Board of Directors of the Association, the Association, after approval by two-thirds vote of the Board, shall have the right, through its agents and employees, to enter upon such Lot and repair, maintain and restore the exterior of the Home thereof; provided that the Lot Owner of such Lot shall have failed to repair, maintain and restore the exterior of the Town Home after having received at least thirty days written notice from the Board specifying the nature of the repairs, maintenance or restoration deemed necessary by the Board. The cost of any such exterior maintenance incurred by the Association shall be added to and become part of the assessment to which such Lot is subject, and the Association may recover such costs in the same manner as payments of delinquent assessments are enforced hereunder.

All maintenance and repair of a Lot, together with all portions of the Town Home, and other improvements thereon shall be the responsibility of the Owner of such Lot. The responsibility of each Owner shall include maintenance, repair and replacement of the roof, all fixtures, equipment and appliances (including, without limitation, the heating and air conditioning system for his Town Home) and all chutes, flues, ducts, conduits, wires, pipes, plumbing, or other apparatus which are deemed to be part of his Lot. The responsibility of the Owner shall also include the maintenance, repair, and replacement of all glass, lights, and light fixtures (exterior and interior), awnings, gutters and down spouts, window boxes, window screens, lot driveway, lot patio, and lot patio fencing which are part of the Town Home. Each Owner shall maintain and

keep the exterior of his Town Home and grounds of his Lot in good, neat, clean, and sanitary condition, including the maintenance and care of all lawns, trees, shrubs, hedges, grass, and other landscaping contained within such Lots.

Maintenance and care of grass and lawns is defined as weekly mowing in season, the application of pre-emergent chemicals, weed killers as needed, fertilizer, edging and blowing. The care of shrubs is defined as yearly fertilizer and regular pruning to keep the shrubs at 3' or lower.

Each Owner shall also be obligated to pay the costs incurred by the Association for repairing, replacing, maintaining, or cleaning any portion of the Lot or Town Home which is the responsibility of the Owner, and which such Owner fails or refuses to discharge; the Association may specially assess such Owner for any amounts expended by the Association to discharge the responsibility of the Owner defined herein. In the event of any such assessment as herein provided and the non-payment by the Owner within thirty (30) days after notice and demand from the Association, the Association shall have the rights set forth in Article VI, Section 2, hereof.

Town Home owners shall have an easement across adjoining properties to the extent necessary to perform maintenance on their property.

3. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Town Homes in Kellarie and placed on the dividing line between two Lots shall constitute a party wall, and to the extent consistent with this article, the general rules of law governing party walls and liability for property damage due to negligence or willful acts of omissions shall apply thereto.

4. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Lot Owners who make use of the wall in proportion to their use thereof.

5. Destruction by Fire or other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Lot Owner who has used the wall shall restore it and if the other Lot Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Lot Owners to call for

a larger contribution from the others under any rule of law regarding liability for negligent or willful acts of omissions. Such restoration set forth herein shall be mandatory in order to protect the value, aesthetic quality and appearance of the subdivision.

6. Weatherproofing. Notwithstanding any other provisions of this article, a Lot Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

7. Right to Contribution Runs with the Land. The right of any Lot Owners to contribution from any other Lot Owner under this article shall be appurtenant to the land and shall pass to such Lot Owner's successors in title.

8. Arbitration. Any dispute concerning a party wall or this article shall be subject to binding arbitration. Each affected Lot Owner shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decisions shall be by a majority of all arbitrators. The parties may agree that the arbitration be conducted in accordance with the Georgia Uniform Arbitration Act; otherwise, the arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

9. Prohibited Activities. The following activities are strictly prohibited:

- a. yard sales
- b. parking or locating any boat, camper, recreational vehicle, 4-wheeler or like vehicle, except as may be allowed in common areas by the Association.
- c. parking or locating of any abandoned or non-operational vehicle on the Lot or common areas.
- d. front interior window decorations treatments or coverings, except for those of a type or quality selected originally by Declarant, or its agents, or except for decorative drapes or other treatments approved by the Association.
- e. outside clotheslines
- f. any illegal activity
- g. any basketball goal or similar sporting court activity, unless approved by the Association in a common area

h. flags, statues, decorative fixture and symbols, etc. unless approved by the Association

i. altering of yard landscaping unless approved by the Association

10. Covenant with Respect to Maintenance of Lot and Improvements. Each Owner shall keep his or her Lot and the structure thereon in good order and repair including, but not limited to, and the painting (or other appropriate external care) of the structure all in a manner and with such frequency as is consistent with good property management subject to the condition that no owner shall cut or remove any tree having a diameter of nine (9") inches measured one (1) foot from the ground, without the express consent of the architectural control committee established herein.

No Owner of any Lot shall modify the structure on his or her Lot by adding a room or rooms, changing the rooflines, adding decks, materially changing or altering the color or making other alterations in the exterior appearance of the structure without the express written approval of the Architectural Control Committee. Each Owner, in acquiring title to his or her respective Lot, acknowledges that the décor, color scheme and design have been selected in such a manner to be consistent and harmonious with other units within the subdivision and agrees to maintain his or her respective Lot and structure in a manner as to maintain and perpetuate the visual harmony within the subdivision.

11. Damage or Destruction. In the event of damage or destruction to a Town Home, the respective Owner agrees as follows:

a. In the event of total destruction, the Owner shall promptly clear the unit of debris and leave the same in a neat and orderly condition until such time as he or she might elect to rebuild or reconstruct the structure, which shall occur within 12 months from such destruction. Any such rebuilding and reconstruction shall be accomplished in conformity with the plans and specifications of the original structure so destroyed, subject to any changes or modifications as approved by the Architectural Control Committee.

b. In case of partial damage or destruction, the owner shall, as promptly as an insurance adjustment may be made, cause the damage or destruction to be repaired or restored in a first class condition in accordance with the plans and specifications of the original structure and in conformity with its original exterior painting and décor. Any change or alteration must be approved by the Architectural Control Committee. In no event shall any damaged structure be left unrepaired and unrestored for in excess of sixty (60) days.

12. Termite Control. The Board of Directors of the Association may provide for periodic inspections and treatment of all Town Homes in Kellarie for subterranean termites and other wood destroying organisms, and may include the cost thereof in the annual assessments, or the Board may require Lot Owners to have their Homes so inspected and treated. The Board may require Lot Owners to repair any damages revealed by such inspections.

13. Garage Doors. Garage doors shall remain closed at all times except under normal daytime garage activities. The Board shall define normal daytime activities, if necessary. No hazardous materials shall be maintained in any garage which shall constitute a safety hazard, or which would violate or impair the fire and extended coverage insurance on the Home of which the garage is a part.

14. Easement for Emergencies. The Association shall have an Easement to enter upon any Lot and the Home thereon, for emergency, security, safety, and other purposes reasonably necessary for the protection of persons and property in Kellarie which right may be exercised by the officers, agents, employees, and managers of the Association, or policemen, firemen, emergency medical technicians and similar emergency personnel in the performance of their duties. This right of entry shall only include the right of the Association to enter upon a Lot or the Home thereon to inspect or cure any condition which may increase the possibility of a fire or other hazard in the absence of the Lot Owner or occupant thereof, or in the event such Lot Owner or occupant fails or refuses to cure the hazardous condition. Except in an emergency situation, entry shall only be during business hours and after notice to the Lot Owner or occupant.