



DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS
Kensington Swim & Tennis Community 2026 Modifications

WHEREAS, Lot Owners in Kensington Swim & Tennis Community Subdivision in Douglas County, Georgia, who have executed this Declaration, are the Owners of that certain real property described in signature page(s) affixed hereto and as are listed on Exhibit "A" attached hereto and incorporated herein by reference and desire to subject their lot and the property to the terms and provisions of this Declaration of Covenants (CC&Rs) for Kensington Swim & Tennis Community "Declaration", and do hereby subject their Lot and the property to membership in The Kensington Swim & Tennis Community "Association" and authorize and direct the Board of Directors (BOD) to subject the "Common Property."

THIS INSTRUMENT ESTABLISHES A MANDATORY MEMBERSHIP HOMEOWNERS ASSOCIATION BUT DOES NOT SUBMIT THIS DEVELOPMENT TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNER'S ASSOCIATION ACT, O.C.G.A. § 44-3-220 ET SEQ.

ARTICLE 1 DEFINITIONS

- **"Articles of Incorporation"** means the Articles of Incorporation of Kensington Owners Association, Inc., filed with the Georgia Secretary of State and incorporated this reference as may be modify from time to time (Article 7.1).
- **"Association"** means Kensington Owners Association, Inc., a Georgia nonprofit corporation, its successors, and assigns. Board of Directors (BOD) or Board means the appointed or elected body of the association, vested with the authority to manage the affairs of the association.
- **"Bylaws"** means the Bylaws of Kensington Owners Association, Inc. HOA's are considered corporations under law, albeit nonprofit, they require bylaws to govern day-to-day operations.
- **"Common Property/Common Ground"** means any and all real and personal property, including, without limitation, easements and other interests therein, and the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the owners.
- **"Community"** refers to certain real property described as all tracts or parcels of land lying and being in Land Lots 54 & 55, 1st District, 5th Section, Douglas County, Georgia, as shown on that plat of Kensington, Unit One, Phase One, by Vansant - Campbell, containing the seal of Robert G. Vansant, Georgia Registered Land Surveyor No. 1760, dated February 24, 1999, recorded in Plat Book 24, page 225, Douglas County, Georgia.
- **"Community-Wide Standard"** means the standard of conduct, maintenance or other activity prevailing in the community. Such a standard may be amended or modified as determined by the Board of Directors of the Association. Such a determination, however, must be consistent with the community-wide standards established by the Board.
- **"Mortgage"** means any and all instruments used for the purpose of encumbering real property in the community as security for the payment or satisfaction of an obligation, including, without limitation, any mortgage, deed to secure debt or deed of trust.
- **"Occupant"** means any person occupying all or any portion of a Lot or other property located within the community for any period of time, regardless of whether such person is a tenant of the owner of such property.
- **"Owner"** means the record owner, whether one or more persons of the fee simple title to any Lot located within the community, excluding, however, any person holding such interest merely as security for the performance or satisfaction of any obligation.

- **"Supplementary Declaration"** means an amendment or supplement to this Declaration which subjects additional property to this Declaration and/or imposes additional covenants, conditions, restrictions or easements on the land described therein. See Leasing Amendment August 26th, 2022, 8K 4179 PG 356 - 364

Article 2 By-Laws

Property Subject to This Declaration

2.1 The property hereby is subject to this Declaration. The real property which is, by the recording of this Declaration, subject to the CC&Rs, covenants, conditions, restrictions, and easements hereinafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied, and encumbered.

2.2 Property Hereby Subjected to This Declaration. The real property which is, by the recording of this Declaration, subject to the covenants, conditions, restrictions and easements hereinafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and encumbered subject to this Declaration is the real property described in Exhibit "A" attached hereto and by this reference made a part hereof.

Article 3 By-laws

Membership and Voting Rights Board of Directors: Number. Powers. Meetings

3.1 Membership. Every person who is the record Owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall have membership in the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more persons, shall have more than one membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of a lot. The rights and privileges of membership, including the right to hold an office, may be exercised by a member or the spouse of a member, but in no event shall more than one office be held for each Lot owned. This section is not intended to prohibit the same individual from being both an officer and a director of the Association.

3.2 Voting. Members shall be entitled to one vote for each lot owned. When more than one person holds an ownership interest in a lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the secretary prior to any meeting or referendum. The vote attributable to a Lot shall be suspended in the event more than one person seeks to exercise.

3.3 Governing Body Composition. The affairs of the Association shall be governed by a Board of Directors. Elected or appointed Directors shall be 18 years of age or older. Each director must reside in the community and be a member or the spouse of a member; provided, however, no person may serve on the Board at the same time with such person's spouse or any co-Owner or occupant of such person's Lot.

3.4 Nomination of Directors. Elected directors may be nominated from the floor if a meeting is held for the election of directors. Candidates shall have a reasonable opportunity to communicate their qualifications to the members.

3.5 The BOD members shall hold office for one year and shall continue in office until their respective successors shall have been elected and take office. At annual meetings of the membership thereafter the Board of Directors shall be elected. The volunteers/candidates receiving the most votes shall be elected.

3.6 Removal of Directors. At any annual, regular or special meetings of the Association, any one or more of the members of the Board of Directors elected by the members may be removed, with or without cause, by a majority of the total Association Vote and a successor may then and there be elected to fill the vacancy thus created. The notice of the meeting shall state that the purpose, or one of the purposes, of the meeting, of the meeting is the removal of a director. The director whose removal by the members has been proposed shall be given an opportunity to be heard at the meeting. Additionally, any director who has three consecutive

unexcused absences from Board meetings, or who is delinquent in the payment of an assessment for more than 30 days may be removed by a majority vote of the remaining directors.

3.7 Vacancies. Vacancies in the Board of Directors caused by any reason, excluding the removal of a director by vote of the Association, shall be filled by a vote of the majority of the remaining directors.

3.8 Organization Meetings. The first meeting of the newly elected Board of Directors shall be held within fifteen days after the election at such a time and place as the directors may conveniently assemble.

3.9 Regular Meetings of the Board of Directors may be held at such a time and place as shall be determined from time to time by the Board, provided that at least two such meetings shall be held during each fiscal year.

3.10 Special Meetings. Special meetings of the Board of Directors shall be held when requested by the President, or Vice President. The notice shall specify the date, time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) email/text (b) by personal delivery (including commercial delivery service) to such a director's home or office; (c) written notice by first class mail, postage prepaid; or (d) by telephone communication.

3.11 Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors.

3.12 Compensation. No director shall receive any compensation from the Association for acting as such.

3.13 Participation. One or more directors may participate in and vote during any meeting of the Board by telephone conference call or any other means of communication by which all directors participating may simultaneously hear each other during the meeting. Any such meeting at which a quorum participates shall constitute a meeting of the Board.

3.14 Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and as provided by Georgia law, may do all acts and things as are not by law, the Declaration, Articles, or these Bylaws directed to be done and exercised by the members. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to be responsible for the following, in way of explanation, but not limitations:

- Making and amending/modifications to rules and regulations.
- Preparation and adoption of an annual budget for which shall be established an annual contribution of each member/homeowner to the common expenses.
- Making assessments to defray the common expenses and establishing the means and methods of collecting such assessments.
- Providing for the operation, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association.
- Collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association affairs.

Article 4

Assessments

4.1 Purpose of Assessments. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the owners of lots, including, without limitation, the maintenance of real and personal property, all as may be more specifically

authorized from time to time by the Board.

4.2 Creation of the Lien and personal obligation for assessments. Each Owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants, and agrees to pay to the Association: (a) general assessments (yearly), (b) special assessments, and (c) specific assessments. All such assessments, together with late charges, interest at a rate set by the BOD from time to time, but not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principal amount due plus costs of collection, including, without limitation, reasonable attorney's fees actually incurred, shall, from the time the sums become due and payable, be a charge on the land and shall be a continuing lien in favor of the Association on the Lot against which each assessment is made. The recording of this Declaration shall constitute record notice of the existence of the lien, and no further recordation of any claim of lien shall be required. Each such assessment, together with such late charges, interest, and costs, shall also be the personal obligation of the person who was the Owner of the Lot at the time the assessment fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Lot, and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of the grantor shall not apply to any first mortgagee taking title through foreclosure proceedings. No Owner may waive or otherwise exempt themselves from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any failure of the Association to take some action or perform some function required to be taken or performed by the Association, the obligation to pay assessments being a separate and independent covenant on the part of each Owner. All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.

4.3 General Assessments. It shall be the duty of the Board of Directors to prepare a budget covering the estimated costs of operating the Association during the coming year. The Board shall cause the budget and the assessments to be levied against each Lot for the year to be delivered to each member at least thirty (30) days prior to the due date of any general assessment. The budget and the assessment shall become effective unless disapproved at a meeting by a majority of the total association vote. Notwithstanding the foregoing, however, in the event membership disapproves of the proposed budget or the Board fails for any reason to determine a budget for any period, then and until such time as a budget shall have been determined, as provided herein, the budget in effect shall continue. General assessments shall be levied equivalent to all similarly situated lots and shall be paid in such a manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice for delinquents. Unless otherwise provided by the Board, the assessment shall be paid in one annual installment. General assessments include any sums the Board determines necessary for the continued ownership, operation, and maintenance of the "common property", operating expenses of the association, payment for any items of betterment and the establishment of reserve funds as the Board shall deem proper. General assessments may include, without limitation, sums for property taxes, insurance premiums, legal and accounting fees, management fees, charges for utilities, cleaning and janitor services, landscape maintenance, expenses and liabilities incurred as provided herein and in the Articles of Incorporation and Bylaws for indemnification of officers and directors and in connection with the enforcement of rights and duties of the Association against Owners and others.

4.4 Special Assessments. The Association may levy a special assessment if approved by two-thirds (2/3) of the total Association vote. The Board may permit a special assessment to be paid for in (3) equal installments.

4.5 Specific Assessments. The Board shall have the power to levy specific assessments as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this section shall not be grounds for any action against the Association and shall not constitute a waiver of the Board's right to exercise its authority under this section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this section. Fines levied pursuant to this Declaration and the costs of maintenance performed by the association for which the Owner is responsible shall be specific assessments. The Board may also specifically assess Owners for Association expenses as follows: (a) expenses of the Association which benefit less than all of the Lots may be specifically assessed equitably among all of the Lots which are benefitted according to the benefit received; and (b) expenses of the association which benefit all

Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received.

4.6 Subordination of Liens to Mortgages. The lien of all assessments authorized herein is hereby made subordinate to the lien of any first mortgage placed on a Lot if, but only if, all assessments and charges with respect to such Lot authorized herein having a due date on or prior to the date of the mortgage as filed of record have been paid. The lien hereby subordinated is only such lien as relates to assessments and charges authorized hereunder having a due date subsequent to the date such mortgage is filed of record and prior the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the Lot pursuant to any proceeding in lieu of foreclosure or the sale of transfer of the Lot pursuant to a sale under power contained in such mortgage. Such subordination is merely a subordination and shall not relieve the Owner of the Lot of the personal obligation to pay all assessments coming due during such period of ownership; shall not relieve such Lot from the lien provided for herein (except to the extent a subordinated lien is extinguished as a result of such subordination as against a Mortgagee or such Mortgagee's assignee or transferee by foreclosure or by sale under power); and no sale or transfer of such lot to the Mortgagee or to any other person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure or pursuant to a sale under power, shall relieve any existing or previous Owner of such lot of any personal obligation or relieve such Lot or the then owner of such lot from liability for any assessment authorized hereunder become due after such sale and transfer.

4.7 Remedies of the Association. Any assessments or installments thereof which are not paid when due shall be delinquent. In addition to the lien rights, the personal obligation of the then Owner to pay such assessments shall remain such Owner's personal obligation and shall also pass to such Owner's successors-in-title. Such Owner shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which such Owner was obligated to pay immediately preceding the transfer, and such Owner and such successors-in-title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such Owner and such successors-in-title creating any indemnification of the Owner or any relationship of principal and surety as between themselves. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge of ten percent (10%) of the amount due. A first and second notification will be given via email. The Association may cause a notice of delinquency to be given to any Owner who has not paid within ten (10) days following the due date. In the event that the assessment remains unpaid after sixty (60) days, the Association may initiate a court suit to collect such amounts and/or to foreclose its lien. The Association may file a claim of lien with the Office of the Clerk of Superior Court of the county where the Lot is located, but no such claim of lien shall be required to establish or perfect the lien for unpaid assessments. Each Owner, by acceptance of a deed, vests in the Association the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the lien. The lien provided for in this Declaration shall be in favor of the Association and shall be for the benefit of all Owners. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, and mortgage and convey the same. The Association may also suspend the membership rights of the delinquent Owner, including the right to vote, the right of enjoyment in and to the common property and recreational facilities and the right to receive and enjoy such servicing and other benefits as may then be provided by the Association. 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 lien on such lot in favor of the Association.

4.8 Date of Commencement of Assessments. Assessments shall commence when the Board of Directors first determines a budget and levies assessments. The assessments provided herein shall commence as to a Lot on the date that the Lot is first occupied for residential purposes. A Lot shall be deemed to be occupied for residential purposes when it has been improved with a dwelling and has been conveyed to an Owner who intends to occupy the dwelling, or, if the dwelling is occupied as a residence before such conveyance, the date of such occupancy.

4.9 Failure to Assess. The omission or failure of the Board to fix the assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such an event, each Owner shall continue to pay assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

4.10 Estoppel Letter. The Association shall, within five (10) days after receiving a written/electronic request there for and for a reasonable charge, as established by the Board, certify the amount of any unpaid assessments constituting a lien on a specified Lot. A certification letter signed by an officer of the Association if any, as to the amount of assessments due with respect to a Lot shall be binding upon the Association.

Article 5

Maintenance: Common Property

5.1 Association's Responsibility. The Association shall maintain and keep in good repair the “common property.” This maintenance shall include, without limitation, maintenance, repair and replacement of all landscaping and improvements situated on the common property. The Association shall also maintain (whether or not constituting common property): (a) all community entry features; (b) Community street signs; (c) community landscaping and perimeter fencing originally installed whether or not such landscaping is on a Lot, privately owned property or public right-of-way; and (d) all storm water drainage facilities serving the community, if and to the extent such facilities are not maintained by a public body or the owners of lots containing such facilities; and (e) all Community recreational facilities. The Association shall not be liable for injury or damage to any person or property (i) caused by the elements or by an owner or any other person, (ii) resulting from any rain or other surface water which may leak or flow from any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, or (iii) caused by any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner or occupant for loss or damage, by theft or otherwise, of any property of such Owner or occupant within the community. In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the community and to enter into easements and covenant to share costs agreements regarding such property where the Board has determined that such action would benefit the Owners. In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the occupants, family, guests, lessees or invitees of an Owner, then the Association may perform such maintenance, repair or replacement and all costs thereof, not paid for by insurance, shall be assessed against the Owner as a specific assessment. All maintenance by the Association shall be performed consistent with any current “community-wide standard.”

5.2 Owner's Responsibility. Except for maintenance performed on a Lot by the Association pursuant to Section 5.1, if any, all maintenance of the Lot and all structures, landscaping, and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the current community-wide standards and these updated modifications. Such maintenance obligation shall include, without limitation, the following:

- Prompt removal of litter, trash/street waste, refuse. All trash receptacles must be hidden from street view.
- Lawn mowing and weed control on a regular basis.
- Tree and shrub pruning or removal.
- Watering landscaped areas.
- Keeping improvements, and exterior lighting in good repair and working order.
- Keeping lawn and garden areas alive, free of weeds, and attractive (communitywide curb appeal).
- Keeping driveways in good repair (cracks/stains).
- Repair mailboxes (reset leaning boxes - painting) or replace boxes as needed.

In the event that the Board of Directors determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair or replacement of items for which such Owner is responsible hereunder, the Association shall, except in an emergency situation, give the Owner written or electronic notice of the Association's intent to provide such necessary maintenance, repair or replacement at the owner's sole cost and expense.

The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary. The Owner shall have (10) ten days after receipt of such notice within which to complete such maintenance, repair or replacement, or, in the event that such maintenance, repair or replacement is not capable of completion within a (10) ten-day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacement and all costs thereof shall be assessed against the owner and the Lot as a specific assessment.

Article 6

Architectural Standards (ARC)

6.1 General. No exterior construction, alteration or addition of any improvements of any nature whatsoever (including, without limitation, staking, clearing, excavation, grading, filling, construction of impervious surface, building, exterior alteration of existing improvements, change in the exterior color of any existing improvement and planting and removal of landscaping materials), shall be commenced or placed upon any part of the community unless, approved by Architecture Review Committee (ARC) in accordance with this article, or otherwise expressly permitted under this Declaration. Any Owner may remodel, paint, or redecorate the interior of structures on the Lot without approval hereunder.

However, modifications to the interior of porches, patios and similar portions of a structure visible from outside the Lot shall be subject to Architectural Committee (ARC) and Board approval. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications or with ARC/Board approval.

6.2 Guidelines and Procedures. Except as provided above, no exterior construction, addition or alteration shall be made unless and until plans and specifications shall have been submitted in writing to and approved by the ARC. Such plans and specifications shall be of sufficient detail to allow the Architectural Committee to make its review and to the extent required by the current community wide standards shall show the nature, kind, design, height, materials and location of the proposed improvement. The ARC may adopt written design and development guidelines and application and review procedures, which may provide for a review. The ARC and the Board shall have sole and full authority to prepare and to amend, from time to time at its sole discretion and without notice, the architectural guidelines. The Architectural Committee shall make the architectural guidelines available to Owners who seek to engage in construction upon all, or any portion of their property and such Owners shall conduct their operations strictly in accordance therewith. If the ARC and the BOARD fail to approve or to disapprove submitted plans and specifications within thirty (30) days after receipt of all required plans and specifications, such approval shall be deemed to have been given. As a condition of approval under this article, each Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance to and on any improvement, change, modification, addition or alteration. In the discretion of the ARC and the Board, an Owner may be required to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successors-in-interest. The Board shall be the sole arbiter of such plans and may withhold approval for any reason, including, without limitation, purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. The ARC/Bod and its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property in the community to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Persons shall not be deemed guilty of trespassing by reason of such entry. If construction does not commence on a project for which plans have been approved within 12 months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the plans. Limitation of Liability. Plans and specifications are not approved for engineering or structural design or quality of materials and by approving such plans and specifications the Board assumes no liability or responsibility therefore or for any defect in any structure constructed from such plans and specifications.

Neither the Association, nor the Board officers, ARC members, employees and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans and specifications and every Owner agrees that such person or Owner will not bring any action or suit against the Association or the officers, directors, ARC members, employees and agents of any of them to recover any damages and hereby releases, remises, quitclaims and covenants not to sue for all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time.

Color Standards (all must be approved by the ARC Committee & the Board)

- Black Gutters
- Black Garage Doors
- Black Window Frames
- No Grids in Replacement Windows
- Shingles (*suggested trends based on Designer input*)
 - **Architectural Style:** The roof should be a seamless part of the home's design. Modern homes may call for darker grays or blacks, while traditional styles might suit weathered or neutral tones like browns and beiges.
 - **Siding and Trim Colors:** Match your shingles to the overall exterior color palette. For example, dark gray shingles can pair well with light yellow or green siding, while rich brown or dark red shingles can complement brick.
 - **Contrast or Harmony:** Consider whether you want the roof to blend in with a subtle backdrop or stand out with a bold contrast.
 - **Balance:** Darker shingles can help balance taller homes, while lighter shingles can make a home seem less "all roof" if it has a significant amount of roof surface.

6.3 No Waiver. The approval of the Board of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring approval or consent of the Board, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications or drawings or matters whatever subsequently or additionally submitted for approval or consent.

6.4 Variances. Notwithstanding anything to the contrary contained herein, the Board of Directors shall be authorized to grant individual variances from any of the provisions of this declaration and the architectural guidelines if it determines that waiver of application or enforcement of the provision in a particular case is dictated by unique circumstances, such as, but not limited to, topography, natural obstructions, hardship, aesthetic considerations or environmental considerations and would not be inconsistent with the overall scheme of development for the community. No variance shall, (a) be effective unless in writing.

6.5 Owner Fails to Remove. The Board and its agents (Douglasville Code Enforcement) shall have the right to enter the property, remove the nonconforming structure or improvement, and restore the property to substantially the same condition as previously existed. All costs, including, without limitation, attorney's fees, may be assessed against the Lot as a specific assessment.

Any contractor, subcontractor, agent, employee or other invitee of an owner who fails to comply with the terms and provisions of this article and the architectural guidelines may be excluded by the Board from the community, subject to any applicable notice and hearing procedures contained in the bylaws. In such an event, neither the Board, the association nor the officers, directors, ARC members, employees and agents of any of them shall be held liable to any person for exercising the rights granted by this paragraph. In addition to any other remedies available to the Board, in the event of noncompliance with this article, the Board may record in the appropriate land records a notice of violation here under naming the violating owner. In addition to the

foregoing, the Board shall have the authority and standing to pursue any and all remedies available at law and equity to enforce the provisions of this article.

6.6 Enforcement. The Architectural Review Committees and the Board shall have all rights, power, and authority to review and approve building and construction activity within the community hereunder and this article shall then be read and interpreted as if any reference to the authority of or action. The Board will seek any and all actions necessary for compliance at the Owner's cost.

Article 7

Use Restrictions and Rules

7.1 Rules and Regulations. The Board of Directors may, from time to time, without a vote of the members, promulgate, modify or delete rules and regulations applicable to the community. Such rules and regulations shall be distributed to all Owners prior to the date that they are to become effective and shall thereafter be binding upon all Owners and occupants until and unless overruled, canceled or modified by a majority of the total association vote.

7.2 Residential Use. Each Lot shall be used for residential purposes exclusively. Leasing of a Lot for residential occupancy shall not be considered a business or business activity no trade or business of any kind may be conducted in or from a Lot, except that the owner or occupant in residence at the Lot may conduct business activities within the house so long as the business activity; (a) does not otherwise violate the provisions of the declaration or bylaws; (b) is not apparent or detectable by sight, sound or smell from the exterior of the Lot; (c) does not unduly increase traffic flow or parking congestion; (d) conforms to all zoning requirements for the community; (e) does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; (f) is consistent with the residential character of the community; (g) does not constitute a nuisance or a hazardous or offensive use and (h) does not threaten the security or safety of other residents of the community, all as may be determined in each case in the sole discretion of the Board of Directors. The Board may issue rules regarding permitted business activities. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether; (x) the activity is engaged in full or part- time; (y) the activity is intended to or does generate a profit; or (z) a license is required for the activity.

7.3 Signs. No sign of any kind shall be erected within the community without the prior written consent of the Architectural Review Committee. Notwithstanding the foregoing, the Board shall have the right to erect reasonable and appropriate signs. For sale signs consistent with the Community Wide Standard and any signs required by legal proceedings may be erected upon any lot. The provisions of this section shall not apply to any mortgagee in possession due to foreclosure of a first mortgage or as grantee pursuant to any deed in lieu of such foreclosure.

7.4 Vehicles: Parking. Vehicles shall be parked only in appropriate parking spaces serving the Lot or other designated areas, if any. No on-street parking, other than in connection with special events as approved by the Board, shall be permitted within the community. All parking shall be subject to such rules and regulations as the Board may adopt.

The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, mini-bikes, scooters, go-carts, golf carts, trucks, campers, buses, vans and automobiles. The term "parking areas" shall refer to the number of garage parking spaces and the spaces located in the driveway of each Lot. No vehicle may be left upon any portion of the community, except in a garage or other area designated by the BOD, for a period longer than five days if it is not licensed or if it is in a condition such that it is incapable of being operated upon the public highways.

After such a five-day period, such vehicles may be towed or removed from the community. Any towed vehicle,

boat, personal watercraft, recreational vehicle, motor home, trailer, motorcycle, minibike, scooter, go-cart, golf cart, commercial truck, camper, bus or mobile home regularly stored in the community or temporarily kept in the community, except if kept in a garage, for periods longer than 24 hours may be removed from the community at the owner's expense. Trucks with mounted campers which are used as a primary means of transportation shall not be considered recreational vehicles provided, they are used on a regular basis for transportation, and the camper is stored out of public view upon removal.

7.5 Leasing. Lots may be leased for residential purposes. Unless otherwise provided by the Board of Directors. All leases shall require, without limitation, that the occupants acknowledge receipt of a copy of the covenants. Amendment August 2022. www.kensingtonowners.com/_files/ugd/0945b7_63827feb79748f38f774e01b8988764.pdf.

7.6 Animals and Pets. No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any Lot, with the exception of dogs, cats or other common household pets. No pets shall be kept, bred or maintained for any commercial purpose. No exterior pens for household pets shall be erected or maintained unless approved by the Board. All animals must be on a leash at all times when outside of fence enclosures or on community sidewalks and community streets.

7.1 Nuisance. It shall be the responsibility of each Owner and occupant to prevent the development of any unclean, unhealthy, unsightly (*visible from the street*), or unkempt condition on a Lot. No property within the community shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be allowed within the community. No plants, animals, device, or thing of any sort shall be maintained in the community whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the community by other Owners and occupants. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier, or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior.

7.2 Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and assembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions (*visual from the street*), shall not be pursued or undertaken.

7.3 Antennae/Dish. No exterior antenna, receiving dish or similar apparatus of any kind for receiving or transmitting of radio or video signals shall be placed, allowed or maintained upon any portion of the community, including any Lot, unless approved in accordance with the provisions of Article 6 hereof; provided, however, no such approval shall be necessary to install (1) antennas designed to receive direct broadcast satellite services, including direct-to-home satellite services, that are one meter or less in diameter, (2) antennas designed to receive video programming services via multi-point distribution services that are one meter or less in diameter or diagonal measurement; or (3) antennas that are designed and intended to receive television broadcast signals.

7.4 Tree Removal. No trees that are more than four inches in diameter at a point 12 inches above the ground shall be removed from a Lot unless approved in accordance with the provisions of Article 6 hereof. However, no ornamental or flowering trees, including, but not limited to, Dogwood trees, Cottonwood trees, Cherry trees, or Apple trees, regardless of diameter, shall be removed from a Lot unless approved in accordance with the provisions of Article 6 hereof. The Association and Owners shall also comply with all zoning conditions and local ordinances applicable to tree removal. In the event of a conflict between the provisions of this section and any zoning condition or local ordinance, (the more restrictive provision shall govern). The Association shall protect and preserve existing tree cover in all flood prone areas within open space constituting common property, except for utility crossings and access points.

7.5 Drainage, catch basins, drainage easement areas and related drainage facilities are for the purpose of

controlling the natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner may obstruct or alter the drainage flows after location and installation of catch basins, drainage swales, storm sewers or storm drains without approval.

7.6 Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, shrubs or other planting or thing shall be placed or permitted to remain where, in the opinion of the Board, it would create unsafe conditions.

7.7 Garbage Cans. All garbage cans, wood piles, swimming pool pumps, filters and related equipment, and other similar items shall be located or screened so as to be concealed from view from neighboring streets and property. All rubbish; trash and garbage shall be regularly removed and shall not be allowed to accumulate. Trash, garbage, debris or other waste matter of any kind may not be burned within the community. All loose/street trash must be picked up and disposed of by the homeowner.

7.8 Guns. The use of firearms in the community is prohibited. The term "firearms" includes, without limitation, B-B guns, pellet guns, and firearms of all types.

7.9 Fence. No fence or fencing type barrier of any kind shall be placed, erected, allowed or maintained upon any Lot without prior written approval by the Board in accordance with the provisions of Article 6 hereof. Guidelines detailing acceptable fence styles or specifications may be issued pursuant to Article 6, but in no event may a chain link or barbed wire fence be approved; provided, however, the association may erect any type of fence on the common property or elsewhere within the community as they may deem appropriate or as necessary to satisfy the requirements of any law, regulation, insurance or governmental entity or for health and safety of Owners and occupants.

7.10 Utility Lines. Except as may be permitted under and pursuant to Article 6 hereof, no overhead utility lines, including lines for cable television, shall be installed within the community.

7.11 Air-Conditioning Units. No exterior window air conditioning units may be installed in any part/side of the home.

7.12 Lighting. Exterior lighting on any Lot visible from the street shall not be permitted, except for: (a) approved lighting as originally installed on a Lot; (b) one decorative post light; (c) seasonal decorative lights; (d) front house illumination or (e) other lighting approved by the Board. Guidelines for Low-voltage and decorative lighting are defined below.

Low-voltage

- a. Low voltage light fixtures may be used for low-level path lighting, up lighting, down lighting, and landscape architectural accent lighting. Tree-mounted down lights shall be shielded from the street and neighbors' view.
- b. Low voltage fixtures shall be located and aimed carefully. Fixtures shall not constitute a nuisance or hazard to any Homeowner or neighboring resident.
- c. Junction boxes shall be placed below grade or screened to minimize daytime visibility of hardware.
- d. Low voltage light fixtures may not exceed thirty inches (30") in height.

Decorative Lighting

- a. Exterior fence, building or deck-mounted light fixtures, including spotlights, floodlights, lantern lights and stair lights shall conform to the architecture of the home. Enclosures of light fixtures shall be designed to conceal the lamp bulb. No lighting shall be permitted that constitutes a nuisance or hazard to any Homeowner or neighboring resident.
- b. Spotlights and floodlights may be installed when attached to the soffit at the eave line at corner of home on the rear only, unless otherwise approved. Spotlights and floodlights must be installed and adjusted to point straight down and must remain in that position. Lighting cannot encroach into neighboring property, creating a hazard or nuisance.
- c. Fixtures may be incandescent, metal halide, mercury vapor, and high-pressure sodium or gas lamps.

Colored lamps are not allowed. When gas lamps are installed, all gas line extensions and installation must adhere to local codes.

- d. Junction boxes and other lighting hardware shall be placed below grade or screened by landscape material to minimize daytime visibility.
- e. Post-mount light fixtures shall not exceed a height of six feet (6') from finished grade. Post-mounted light fixtures shall conform to the architectural character of the home.

7.13 Artificial Vegetation. Exterior sculpture, and similar items. No artificial vegetation shall be permitted on the exterior of any property. Exterior sculpture, fountains, flags and similar items must be approved under and pursuant to Article 6 hereof.

7.14 Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless as an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Architectural Review Committee and Board as the case may be in accordance with the provisions of Article 6 hereof.

7.15 Swimming Pools. No swimming pool shall be constructed, erected or maintained upon any Lot without prior written approval in accordance with the provisions of Article 6 hereof and in no event shall any above-ground swimming pool be permitted.

7.16 Gardens, and Play Equipment. No vegetable garden, hammock, statuary, play equipment (including, without limitation, trampolines or basketball goals) or water feature to be erected on any Lot may be located other than between the rear dwelling line and the rear lot line, without prior written approval by the Board.

7.16 Mailboxes. All mailboxes serving Lots shall be approved in accordance with the provisions of Article 6 hereof. Identical replacement mailboxes may be installed without further approval; but no modification to or change in mailboxes may be made unless approved in accordance with the provisions of Article 6 hereof.

7.17 Clotheslines. No exterior clotheslines of any type shall be permitted upon any Lot.

7.18 Entry Features: Street Signs. Owners shall not alter, remove or add improvements to any entry features or street signs constructed or erected by the Association on any Lot, or any part of any easement area associated therewith without prior approval in accordance with the provisions of Article 6 hereof.

Article 8

Insurance and Casualty Losses

8.1 Insurance on Common Property. The Association shall obtain the insurance coverage necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, and the U.S. Department of Housing and Urban Development, as applicable to the community. Accordingly, the BOD shall obtain casualty insurance for all insurable improvements, whether or not located on the common property, which the association is obligated to maintain. This insurance shall provide, at a minimum, fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board of Directors shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors' and officers' (D&O) liability insurance. The public liability policy shall have a combined single limit of at least One Million (\$1,000,000.00) Dollars.

Policies may contain a reasonable deductible as determined by the Board of Directors. In addition to the other insurance required by this Section, the Board of Directors shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees and other persons handling or responsible for the association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall at least equal three months' total assessments plus reserves on hand. Fidelity coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation. All such insurance coverage shall be written in the name of the association.

8.2 Individual Insurance. By virtue of taking title to a Lot subject to the terms of this declaration, each Owner acknowledges that the association has no obligation to provide any insurance for any portion of individual Lots and each Owner covenants and agrees with all other Owners and with the association that each Owner shall carry all-risk casualty insurance on the Lot and all structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy, if reasonably available and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The policies required hereunder shall be in effect at all times.

8.3 Damage and Destruction. Insured by Association. Immediately after damage or destruction by fire or other casualty to any portion of any improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within 60 days after the casualty, a proposal not to repair or reconstruct such property is approved by at least 75% of the Total Association Vote.

If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed 60 days. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the members of the Association, levy a special assessment against the Owner of each Lot. Additional assessments may be made in a similar manner, as necessary, at any time during or following the completion of any repair or reconstruction.

If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excesses shall be deposited to the benefit of the association.

In the event that it should be determined by the association in the manner described above that the damage or destruction shall not be repaired or reconstructed, and no alternative improvements are authorized, the property shall thereafter be maintained by the association.

8.4 Damage and Destruction Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within 75 days after such damage or destruction or, where repairs cannot be completed within 75 days, they shall be completed within such period and shall be reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within 75 days after such damage or destruction.

Article 9

Mortgagee Provisions

9.1 Notices of Action. An institutional holder, insurer, or guarantor of a first mortgage, who provides a written request to the association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number, therefore becoming an "eligible holder"), will be entitled to timely written notice of: (a) any condemnation loss or any casualty loss which affects a material portion of the community or which affects any Lot on which there is a first mortgage held, insured, or guaranteed by such eligible holder; (b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first mortgage, upon request, is entitled to written notice from the association of any default in the performance by the Owner of the encumbered Lot of any obligation under the declaration or bylaws of the association which is not cured within sixty (60) days; and (c) any lapse, cancellation, or material modification of any insurance policy maintained by the association.

9.2 Audit. Upon the written request of any institutional holder of a first mortgage and upon payment of all necessary costs, such holder shall be entitled to receive a copy of the audited financial statements of the association within 90 days of the date of the request.

9.3 No Priority. No provision of this declaration or the bylaws gives any Owner or other party priority over any rights of a mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the common property.

Article 10

Easements

10.1 Easements for Utilities. There is hereby granted to the Association a blanket easement upon, across, above and under all property within the community for access, ingress, egress, installation, alteration, repairing, replacing, and maintaining all utilities serving the community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Association might decide to have installed to serve the community. The association or the designee of either, as the case may be, may alter drainage and water flow, install, repair, replace and maintain or authorize the installation," repairing, replacing and maintaining of such wires, conduits, cables and other equipment related to the providing of any utility or service.

10.2 Easement for Emergency Entry. The association shall have the right, but not the obligation, to enter upon any Lot for emergency, security and safety reasons and to inspect for the purpose of ensuring compliance with this declaration, any supplemental declaration, bylaws, and rules, which right may be exercised by any member of the Board, the officers, agents, employees, and managers of the association and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the owner. This right of entry shall include the right of the association to enter upon any Lot to cure any condition which may increase the possibility of a fire, slope erosion or other hazard in an emergency situation and in the event an owner fails or refuses to cure the condition within a reasonable time after requested by the association, but shall not authorize entry into any single family dwelling without permission of the Owner.

10.3 Easement for Maintenance. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment to lots, reasonable steps shall be taken to protect such property, and damage shall be repaired by the association or its contractors at their sole expense.

10.4 Easement for Entry Features and Streetscapes. There is hereby reserved to and granted to the association an easement for ingress, egress, installation, construction landscaping and maintenance of entry features-and similar streetscapes for the community, over and upon any portion of a lot containing such entry features or streetscapes as may be more fully described on the recorded subdivision plats for the community. The easement and rights herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around entry features and streetscapes and the right to grade the land under and around the same.

10.5 Easement for Drainage. There is hereby reserved to and granted to the association an easement for creating and maintaining satisfactory drainage across Lots in the community, over and across an area five feet wide along each side Lot-line and ten feet wide along each rear lot line; provided however such easement area shall not include any portion of a Lot upon which the foundation of a dwelling is located.

Article 11

Use of Pool and Tennis Facilities by Kensington Gardens Residents

11.1 Rights Granted. The KOA grants residents of the adjacent community of Kensington Gardens the right to use all community recreational amenities and related facilities. Residents of Kensington Gardens shall mean those Owners of Lots subject to the declaration of covenants, conditions, restrictions and easements for Kensington Gardens in Book 1170 Page 644 et seq. (the "Kensington Gardens Declaration"), The Kensington Gardens residents will not be members of the association but shall pay nonmember user fees to the association as herein provided, unless otherwise provided by the Board of Directors, such fees shall be paid in annual installments in the same manner as general assessments levied against members of the association. The amount of such payments may be increased each year by the Board. Use rights granted to nonmembers under this declaration shall be valid and may not be terminated by the association so long as the terms and conditions imposed upon non-member use herein are complied with by the non-member user.

11.2 Use of Facilities. Any Owner of a Lot subject to the Kensington Gardens Declaration may at any time, upon written request to the Board of Directors and payment of the applicable annual fee have the right to use any and all common property recreational facilities of the Association. Such use shall be to the same extent and subject to the same rules applicable to members of the Association.

Owners of Lots in Kensington Gardens shall have no voting rights and are not eligible to serve as officers or directors of the Association. Owners of Lots in Kensington Gardens are not required to elect to use the recreational facilities and may exercise their rights hereunder in some years and elect not to do so in others at their sole discretion and without any penalty for so doing.

11.3 Capacity of Facilities. The rights granted under this Article for use of the pool shall be subject to any applicable limitations on bathing load and other limitations on capacity as may be established by any applicable law, ordinance, rule or regulation, and in the event that any such limit is exceeded, members of the Association shall have priority over the Owners of Lots in Kensington Gardens for use of Common Property recreational facilities.

11.4 Intended Beneficiaries. Owners of Lots subject to the Kensington Gardens Declaration are intended third-party beneficiaries of this Article.

Article 12

General Enforcement Provisions

12.1 Enforcement. Each Owner and occupant shall comply strictly with the Bylaws, rules and regulations and use restrictions, as amended or modified from time to time, and with the covenants, conditions, easements and restrictions set forth in this Declaration, the recorded subdivision plats for the community and in the deed to such Owner's Lot. The Board of Directors may impose fines or other sanctions for violations of the foregoing, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the Bylaws or the rules and regulations shall be grounds for an action to recover sums due to damages or injunctive relief or both, maintainable by the Association or an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the right to record in the appropriate land records a notice of violation of the Declaration, Bylaws, rules and regulations, use restrictions or design guidelines and to assess the cost of recording and removing such notice against the Lot of the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

- **First Notice/Friendly Reminder:** A violation notice will be emailed and a letter sent to the homeowner to indicate that a violation has been identified and requests immediate attention within (10) business days.
- **Second Notice/Warning of Fine:** If the violation is not corrected within the initial 10-day period, a second email and letter notice stating the fine amount is not corrected within (7) business days.
- **Third Notice:** If a violation occurs again within 3 months, a \$150 fine will be issued.
- **Final Notice:** Violation results in the daily fine amount of \$10/day. A legal **FiFa Lien** will be placed on the owner's property after the **amount exceeds \$250**.

A Writ of Fieri Facias (or Writ of FiFa) is a document issued by the Clerk of Magistrate Court to record a lien on the judgment debtor's property. It is also a legal instrument by which the sheriff of a county may seize the assets of a judgment debtor. A Writ of Fi Fa is recorded upon the general execution docket, which is maintained by the Clerk of Superior Court of Fulton County.

IMMEDIATE FINE ASSESSMENT: A violation notice is mailed/emailed to indicate that a violation has occurred and a fine has been assessed. Failure to request Modification Approval or Owner has deviated from specific terms listed on Modification Approval: \$150/occurrence. Fines may be waived or reduced at the discretion of the BOD on a case-by-case basis if extenuating circumstances are presented and verified.

Violation Fines (TBD by the elected Board) As of January 1st, 2025, the fines are as follows.

- Tree Removal (ARC/Board approval) \$100 per tree over 4" in diameter (must be replaced). **Article 7.10**
- Repair of Exterior Damages-\$100/per month. Mold/Shutters/Gutters/Screens. **Article 5.2**
- Painting Home-\$10/per day (after 30-day advance notice). **Article 5.2**
- Grass/Tree & Shrub Pruning-\$75/month. **Article 5.2**
- Junk cars visible from the street-\$25/day. **Article 7.4**
- Trash cans-\$25/occurrence (*let a neighbor know you'll be gone*). **Article 7.14**
- Vehicle Parking in the street (5 days without notice) Towed at the Owner's Expense. **Article 7.4**

12.2 Occupants Bound. All provisions of the Declaration, Bylaws, rules and regulations, use restrictions and design guidelines which govern the conduct of Owners, and which provide for sanctions against Owners shall also apply to all occupants and the guests and invitees of Owners and occupants. The Owner shall be responsible for insuring that the occupants, the guests, invitees and licensees of the Owner and occupant strictly comply with all provisions of the Declaration, Bylaws, rules and regulations, use restrictions and design guidelines.

12.3 Self-Help. In addition to any other remedies provided for herein, the Association, the Architectural Review Committee or their respective duly authorized agents shall have the power to enter upon any Lot or any other portion of the community to abate or remove any structure, thing or condition which violates this Declaration, the Bylaws, the rules and regulations or the use restrictions. Unless an emergency situation exists, the violating Owner shall be given (10) ten days written notice of the intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after giving any notice. All costs of self-help, including, without limitation, reasonable attorney fees actually incurred, shall be assessed against the violating Owner as a specific assessment.

12.4 Amendment. This Declaration may be amended unilaterally at any time and from time to time by the Board (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, without limitation, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or private insurance company, including, without limitation, HUD USA.

12.5 U.S. Department of Veterans Affairs, to insure or guarantee Mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Lot unless the Owner of such Lot consents thereto in writing. Further, the Board may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Owners hereunder nor shall it adversely affect title to any Lot without the consent of the affected Owner. The Board of Directors, without a vote of the members may amend this Declaration for the sole purpose of electing to be governed by and complying with the provisions of the Georgia Property Owner's Association Act, O.C.G.A. § 44-3-220 et seq. In addition to the above, this Declaration may be amended upon the affirmative vote or written consent of at least two-thirds of the Owners. Amendments to this Declaration shall become effective upon recordation unless a later effective date is specified therein. The consent of the requisite number of Owners to any amendment shall be evidenced by the execution of the amendment by said Owners, or, in the alternative, the sworn statement of the President or any Vice President or the Secretary of the Association attached to or incorporated in the amendment, which sworn statement states unequivocally that the consent of the required number of Owners was obtained and that any notices required by this Declaration, the Bylaws, the Articles of Incorporation and Georgia law were given.

12.6 Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine or feminine pronoun shall include the neuter, masculine and feminine.

12.7 Notices. Any Owner may designate a different address for notices to such Owner by giving written notice to the Association. Notices addressed as above shall be deemed delivered three business days after mailing by United States Registered or Certified Mail, postpaid, or upon delivery when delivered in person, including delivery by Federal Express or other reputable courier service.

12.8 Indemnification. To the fullest extent allowed by the Georgia Nonprofit Corporation Code, and in accordance therewith, the Association shall indemnify every current and former officer, director and committee member against any and all expenses, including, but not limited to, attorney's fees, imposed upon or reasonably incurred by any officer, director or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer, director or committee member may be a party by reason of being or having been an officer, director or committee member. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer, director or committee member, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

12.9 Notice of Sale. Lease or Acquisition. Prior to the sale or lease of a Lot, the Owner shall provide the Association with written notice of the name of the purchaser or lessee, as the case may be, and such other information as the Board may reasonably require. Upon acquisition of a Lot each new Owner shall provide the Association with written notice of the name and mailing address of the Owner and such other information as the Board may reasonably require. Agreements. Subject to the prior approval of Declarant all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board of Directors, shall be binding upon all Owners, their heirs, legal representatives, successors, assigns and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

12.10 Variances. Notwithstanding anything to the contrary contained herein, the Board of Directors shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto, if it determines that waiver of application or enforcement of the provision in a particular case is warranted and would not be inconsistent with the overall scheme of development for the Community.

12.11 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least 75% of the Total Association Vote and the consent Declarant This Section shall not apply to (a) actions brought by the Association to enforce the provisions of this Declaration (b) the imposition and collection of assessments as provided herein, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it.

EXHIBIT "A" Property Description

All that tract or parcel of land lying and being in Land Lots 54 & 55, 1st District, 5th Section, Douglas County, Georgia, as shown on that plat of Kensington, Unit One, Phase One, by Vansant - Campbell, containing the seal of Robert G. Vansant, Georgia Registered Land Surveyor No. 1760, dated February 24, 1999, recorded in Plat Book 24, page 225, Douglas County, Georgia records, reference to said plat and the record thereof being hereby made for a more complete description.

Article 2 Association Meetings. Quorum. Voting, Proxies

2.1 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient for the members as may be designated by the Board of Directors, either in the Community or as convenient thereto as possible and practical.

2.2 Annual Meetings. There shall be an annual meeting of the members at such date, place and time as the Board of Directors shall determine to receive the reports of the outgoing Board of Directors, to install directors for the ensuing year and to transact such other business as may come before the meeting.

2.3 Special Meetings. The President or the Board of Directors may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association upon the delivery of a petition signed and dated by members entitled to cast at least 25% of the Total Association Vote and describing the purpose or purposes for which it is to be held. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose(s) thereof. No business shall be transacted at a special meeting, except those matters that are within the purpose or purposes described in the notice.

2.4 Record Date. The Board of Directors shall fix in advance a record date for a determination of members entitled to notice of and to vote at any meeting of members or any adjournment thereof, or to make a determination of members for any other purpose, such date to be not more than seventy (70) days before the date on which the particular action requiring such determination of member to be taken.

2.5 Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to the Lot of each member (as shown in the records of the Association as of the record date) a notice of each annual or special meeting of the Association stating the date, time and place where it is to be held and if and to the extent required by the Georgia Nonprofit Corporation Code (O.C.G.A. Section 14-3-101, et seq.) or other applicable law (the "Governing Law"), the purpose(s) thereof. If an Owner wishes notice to be given at an address other than the Lot, the Owner shall designate by notice in writing to the Secretary such other address. Notices shall be mailed or delivered not less than ten (10) days (or if notice is mailed by other than first class or registered mail, thirty (30) days) nor more than sixty (60) days before the meeting. If any meeting of the members is adjourned to a different date, time or place, notice need not be given of the new date, time or place, if the new date, time or place is announced at the meeting before adjournment. If, however, a new record date is or must be fixed under the Governing Law notice of the adjourned meeting shall be given to persons who are members of record as of the new record date.

2.6 Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, signed by the member, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of lack of notice or defective notice, unless such member specifically objects to lack of proper notice at the time the meeting is called to order.

2.7 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.8 Membership List. After the record date for any meeting is established by the Board of Directors, the Secretary shall prepare an alphabetical list of the names and addresses of all of the members who are entitled to notice of the meeting. Beginning at least two business days after notice is given of the meeting for which the list was prepared, the list of members shall be available for inspection by any member or a member's agent or attorney at the Association's principal office or at such other reasonable place as may be specified in the notice. In addition, the list shall be available for inspection at the meeting or any adjournment thereof.

2.9 Voting. The voting rights of the members shall be as set forth in the Articles of Incorporation and the Declaration, and such voting rights are specifically incorporated herein.

2.10 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxy appointment forms shall be in writing, dated, and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon: (a) receipt of notice by the Secretary of the death or judicially declared incompetence of a member; (b) receipt by the Secretary of written revocation signed by the member; (c) receipt by the Secretary of a subsequent appointment form signed by the member; (d) attendance by the member and voting in person at any meeting; or (e) the expiration of 11 months from the date of the proxy appointment form.

2.11 Quorum. The presence, in person or by proxy, of members entitled to cast at least 25% of the votes entitled to be cast at the meeting shall constitute a quorum at all meetings of the Association. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

2.12 Action Without A Formal Meeting. Any action required or permitted to be approved by the members may be approved without a meeting if one or more consents, in writing, setting forth the action so taken, shall be signed and dated by members (including the Declarant, if the consent of the Declarant is required) holding the voting power required to pass such action at a meeting held on the record date for such action. The record date for such action shall be the date that the first member signs a consent. Such action shall be approved when the Secretary receives a sufficient number of such consents dated within 70 days of the record date for such action. If less than unanimous consent is obtained, the approval shall be effective ten days after the Secretary gives written notice of the approval to all members who did not sign a consent. Each signed consent shall be included in the minutes of meetings of members filed in the permanent records of the Association.

2.13 Action By Written Ballot. Any action that may be taken at any annual, regular or special meeting of members may be taken without a meeting if approved by written ballot as provided herein. The Association shall deliver a written ballot to each member entitled to vote on the matter. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirements; state the percentage of approvals necessary to approve each matter other than election of directors; and specify the time by which a ballot must be received by the Association in order to be counted. A timely written ballot received by the Association may not be revoked. Approval by written ballot of an action shall only be valid when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting held to authorize such action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. The results of each action by written ballot shall be certified by the Secretary and shall be included in the minutes of meetings of members filed in the permanent records of the Association.

2026 Grandfather Clause

A "grandfather clause" in the context of HOA covenants allows existing homeowners to continue practicing or maintain a structure that would otherwise be prohibited by these new modifications. This means if a homeowner previously had a plastic plant, colored lights, garden art visible from the street, for example, will be allowed to keep it. This clause is meant to ease the transition to these 2026 modifications preventing undue hardship on existing residents.

Important Limitations: The clause ends when property is sold. The Grandfather clause is limited. The exemption lasts until the property is sold, or the grandfathered structure or practice might not be allowed to be modified or expanded by another future Board.

Hardship Clause Request for Relief

Hardship Policy and Process for Annual Assessments (Dues). In every HOA Association there comes a time when an owner of the property may have difficulties in paying their assessments to an Association, Kensington is no exception. *To be **fair and reasonable** to all of our Kensington Homeowners, the Board has created this policy and process in accepting requests to defer payments or request relief of payments in order to develop payment plans to meet Hardship Request and yet fulfill the obligation of paying the Annual Assessment (Dues).*

In general, each request will be reviewed on a case-by-case process since no two requests may be similar. The decision regarding an owner’s request will be based on information supplied by the owner. All information received is protected under the Federal and State Privacy Acts and will not be shared with the open members at any time. The BOD will only respond to a written request for relief from any Owner of a Lot within Kensington KOA or designated representative. Your request can be made via an email ycresource@gmail.com or in writing and mailed to Kensington Owners P.O. Box 568 Douglasville GA, 30133.

PROCESS:

- 1) All written or emailed requests must be sent directly to the Kensington Owners Association (see above) no later than January 31st. The request will be forwarded to the KOA current Board members and our KOA financial advisor for review.
- 2) The following information must be placed in the **Request for Relief**; **a.** Detail of the Reason – explain in detail the circumstances as to why the request is being made, i.e., medical, financial, personal... **b.** Submit a Payment Plan – you must submit a payment plan, and time frames as to when the assessments will be paid in full (30/60/90) end date.
- 3) Once the above information is received, the KOA Board will review the request submitted in a closed Executive Session due to the privacy of the information. The Owner may be requested to attend this meeting for additional clarification of the Reasons and Plan. If an owner cannot be present or chooses not to be present for the meeting, then the BOD will only use the information that has been provided in making any final decision.
- 4) Once all the facts have been finalized, the KOA BOD will vote to accept, deny or create an alternative payment plan which may or may not include late fee charges or other service charges to the owner.
- 5) It is understood that any relief plan approved will require full payment of the assessment and penalties (if any are to be imposed) within the current assessment year. This document with signatures of both the requestor and an KOA President will specify the terms of the relief plan. If no such document is prepared by the BOD and signed by the requestor, it is to be assumed that no relief has been granted requestor, regardless of the vote of BOD.
- 6) The Homeowner understands that failure to make any payments in the approved document by the deadlines defined therein shall mean that all amounts yet owed are due in full immediately. In addition to all penalties defined in Kensington Owners Association governing documents and all proper legal steps to recover monies due and any associated fees incurred will be taken immediately, including court actions as necessary and are the sole responsibility of the owner to pay.

Example:

TERMS: 30 days \$ _____ 60 days \$ _____ 90 days \$ _____ (payments by month) or agreed upon terms.

Begin date: _____ End date: _____

Homeowner Name: _____ / Address: _____

Board President: _____