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Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

RETURN TO:

Jonathan F. Young, Esq.

John Wieland Homes and Neighborhoods, Inc.

1950 Sullivan Road

Atlanta, GA 30337

DECLARATION OF PROTECTIVE COVENANTS
FOR
THE HERITAGE AT ROSWELL

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THE HERITAGE AT ROSWELL

THIS DECLARATION is made on the date hereinafter set forth by John Wieland Homes and Neighborhoods, Inc., a Georgia corporation (hereinafter sometimes called "Declarant").

Background Statement

Declarant is the owner, or if not the owner has the written consent of the owner, of the real property described in Article II, Section 1 of this Declaration.

Declarant desires to subject the real property described in Article II, Section 1 hereof to the provisions of this Declaration to create a residential community and to provide for the subjecting of other real property to the provisions of this Declaration.

NOW, THEREFORE, Declarant hereby declares that the real property described in Article II, Section 1 of this Declaration, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments and liens hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property hereby or hereafter made subject hereto, and shall be binding on all persons having any right, title or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title and assigns, and shall inure to the benefit of each and every owner of all or any portion thereof.

Article I

Definitions

Unless the context shall prohibit, certain words used in this Declaration shall be defined as set forth in Exhibit "A" attached hereto and by reference made a part hereof.

Article II
Property Subject to this Declaration

Section 1. Property Hereby Subjected to this Declaration. The real property described in Exhibit "B" attached hereto and by reference made a part hereof is, by the recording of this Declaration, subject to the covenants and restrictions hereafter set forth and, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration.

Section 2. Other Property. Only the real property described in Section 1 of this Article II is hereby made subject to this Declaration; provided, however, by one or more Supplementary Declarations, Declarant and the Association have the right, but not the obligation, to subject other real property to this Declaration, as hereinafter provided.

Article III

Association Membership and Voting Rights

Section 1. Membership. Every Person who is the record owner of a fee or undivided fee interest in any Unit that is subject to this Declaration shall be deemed to have a 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 Unit. In the event of multiple Owners of a Unit, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Unit. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no event shall more than one vote be cast for each Unit owned.

Section 2. Voting. Members shall be entitled to one vote for each Unit owned. When more than one Person holds an ownership interest in any Unit, the vote for such Unit shall be exercised as those Owners themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended if more than one Person seeks to exercise it.

Article IV

Assessments

Section 1. Purpose of Assessments. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, welfare, common benefit and enjoyment of the Owners and Occupants of Units, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

Section 2. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) annual assessments or charges; (b) special assessments, such assessments to be established and collected as hereinafter provided; and (c) specific assessments against any particular Unit which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration. All such assessments, together with late charges, interest on the principal amount due at a rate not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum, costs and reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Unit against which each assessment is

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FOR
THE WALK AT HERITAGE AT ROSWELL
CONDOMINIUM

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FOR
THE WALK AT HERITAGE AT ROSWELL
CONDOMINIUM

THIS DECLARATION is made on the date set forth below by John Wieland Homes and Neighborhoods, Inc., a Georgia corporation (hereinafter referred to as "Declarant");

WITNESSETH

WHEREAS, Declarant is the owner of the real property which is located in Fulton County, Georgia and is described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, a plat of survey related to the Condominium prepared by Post, Buckley, Schuh & Jernigan, dated September 27, 2005, last revised April 19, 2006, was recorded on April 24, 2006 in Condominium Plat Book 17, Pages 68-71, inclusive, Fulton County, Georgia Records; and

WHEREAS, floor plans relating to the Condominium prepared by The Preston Partnership, LLC, were recorded on APRIL 24, 2006 in Condominium Floor Plan Book 37, Page(s) 365-366, of the Fulton County, Georgia Records; and

WHEREAS, Declarant desires to subject the real property described in Exhibit "A" hereto, including the improvements thereof, to the provisions of this Declaration and to the Georgia Condominium Act;

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" of this Declaration, including the improvements located thereon, is hereby submitted and made subject to the form of ownership set forth in the Georgia Condominium Act, and is hereby subjected to the provisions of this Declaration. By virtue of the recording of this Declaration, said property shall be held, sold, transferred, conveyed, used, occupied and mortgaged or otherwise encumbered subject to provisions of the Georgia Condominium Act and the covenants, conditions, restrictions, easements, assessments and liens set forth in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property subject to this Declaration, shall be binding on all Persons having any right, title or interest in all or any portion of the real property subject to this Declaration, their respective heirs, legal representatives, successors, successors-in-title and assigns, and shall be for the benefit of all owners of the property subject to this Declaration.

1. NAME.

The name of the condominium is The Walk at Heritage at Roswell Condominium (hereinafter sometimes called the "Condominium," as further defined herein), which

condominium is a residential condominium which is hereby submitted to the Georgia Condominium Act, O.C.G.A. Section 44-3-70, et seq.

2. DEFINITIONS.

Generally, terms used in this Declaration, the Bylaws and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Act or the Georgia Nonprofit Corporation Code. Unless the context otherwise requires, certain terms used in this Declaration, the Bylaws and the Articles of Incorporation shall be defined as follows:

- (a) Act means the Georgia Condominium Act, O.C.G.A. Section 44-3-70, et seq. as may be amended.
- (b) Additional Property means that property described on Exhibit "D," attached hereto and incorporated herein, which may be submitted to the Condominium as provided in this Declaration.
- (c) Architectural Control Committee or ACC means the committee established to exercise the architectural review powers set forth in Section 14.
- (d) Area of Common Responsibility means the Common Elements, together with those areas, if any, which by the terms of this Declaration or by agreement with any other Person become the Association's responsibility.
- (e) Articles or Articles of Incorporation means the Articles of Incorporation of The Walk at Heritage at Roswell Condominium Association, Inc., which have been filed with the Secretary of State of the State of Georgia.
- (f) Association means The Walk at Heritage at Roswell Condominium Association, Inc., a Georgia nonprofit corporation, its successors or assigns.
- (g) Board or Board of Directors means the elected body responsible for management and operation of the Association.
- (h) Bylaws means the Bylaws of The Walk at Heritage at Roswell Condominium Association, Inc., attached hereto as Exhibit "C" and incorporated herein by this reference.
- (i) Common Elements mean those portions of the property subject to this Declaration which are not included within the boundaries of a Unit, as more particularly described herein.
- (j) Common Expenses mean the expenses incurred or anticipated to be incurred by the Association for the general benefit of the Condominium, including, but not limited to, those expenses incurred for maintaining, repairing, replacing and operating the Common Elements and Area of Common Responsibility and as may be required under the Reciprocal Easement Agreement.

located, and regardless of minor variance between the boundaries shown on the plans or in a deed and those of the Unit.

The ownership of each Unit shall include, and there shall pass with each Unit, whether or not separately described in the conveyance thereof, that percentage of the right, title and interest in the Common Elements attributable to such Unit, together with membership in the Association and an undivided interest in the funds and assets held by the Association.

5. COMMON ELEMENTS.

The Common Elements consist of all portions of the Condominium not located within the boundaries of a Unit, which Common Elements include, but are not limited to, certain utilities, fences, paved areas, walls, retaining walls, roofs, roof decks, attics, exterior walls of the building(s), outside parking areas and lighting for same, landscaping and entry features, if any.

Ownership of the Common Elements shall be by the Owners as tenants-in-common. The percentage of undivided interest in and to the Common Elements attributable to each Unit is set forth in Exhibit "B" attached hereto. Such allocations are determined on a substantially equal basis. Such percentages may be altered only with the consent of all Owners and Mortgagees, or such lesser number as may be prescribed by the Act, expressed in a duly recorded amendment to this Declaration, except as provided in Section 15(c)(iii) and except in the case of expansion of the Condominium as provided in Section 26.

The Common Elements shall remain undivided, and no Owner or any other Person shall bring any action for partition or division of the whole or any part thereof except as provided in the Act. Except as provided for Limited Common Elements or as otherwise provided herein, each Owner and the Association may use the Common Elements for the purposes for which they are intended, but no such use shall enter or encroach upon the lawful rights of the other Owners.

6. LIMITED COMMON ELEMENTS.

(a) General. The Limited Common Elements located on the Condominium and the Units to which they are assigned are:

(i) any portion of any heating and/or air conditioning system or other utility system (including the duct work from such system) which serves more than one Unit, but less than all Units, is assigned as a Limited Common Element to the Units so served;

(ii) the real property on which there is located any portion of the heating and/or air conditioning system (including the duct work from such system) serving a single Unit is assigned as Limited Common Element to the Unit so served;

(iii) any balcony or deck attached to and serving only one (1) Unit is assigned as a Limited Common Element to the Unit to which it is attached and which it serves;

(iv) any utility meter which serves only one Unit is assigned as a Limited Common Element to the Unit so served;

(v) any utility meter and/or utility meter area serving more than one Unit, but less than all Units, is assigned as Limited Common Elements to the Units so served; and

(vi) the driveway and mailbox assigned to a Unit are Limited Common Elements of the Unit to which they are assigned.

(b) Assignment and Reassignment. The Board, without need for a membership vote, is hereby authorized to assign and reassign Limited Common Elements and to assign Common Elements, not previously assigned, as Limited Common Elements, provided that any such assignment or reassignment shall be made in accordance with the provisions of O.C.G.A. Sections 44-3-82(b) and (c), as modified and supplemented herein. A Common Element not previously assigned as a Limited Common Element may be so assigned by the Board, and a Limited Common Element may be reassigned by the Board, without need for a membership vote, upon written application to the Board by the Owner or Owners requesting the exclusive use of such Common Element, or in the case of a reassignment of a Limited Common Element, upon written application to the Board by the Owner(s) of the Unit(s) to which the Limited Common Element appertains and the Owner(s) of the Unit(s) to which the Limited Common Element is to be reassigned. The Board has the right and authority to approve or disapprove any such application; provided, however, so long as Declarant owns at least one (1) Unit in the entire Neighborhood, all applications shall be subject to approval by the Declarant in its sole discretion, but it shall be mandatory that the Board approve any such application upon request made by the Declarant. Upon Board approval of the application, an amendment to the Declaration assigning the Common Element as a Limited Common Element or reassigning the Limited Common Element shall be prepared and executed on behalf of the Association, without need for a membership vote, which amendment shall be executed by the Owner or Owners making such application. Such amendment shall be delivered and become effective as provided in O.C.G.A. Section 44-3-82. Assignments and reassignments of Limited Common Elements and assignments of Common Elements other than as provided in this subsection are prohibited.

7. ASSOCIATION MEMBERSHIP AND ALLOCATION OF VOTES.

All Owners, by virtue of their ownership of a fee or undivided fee interest in any Unit, excluding Persons holding such interest under a Mortgage, are members of the Association, and, except as otherwise provided herein or in the Bylaws, shall be entitled to vote on all matters upon which Association members are entitled to vote pursuant to the Condominium Instruments. Subject to the provisions of the Condominium Instruments, each Owner shall be entitled to one (1) vote for each Unit in which such Owner holds the interest required for membership, which shall be appurtenant to such Unit.

8. RELATIONSHIP TO MASTER ASSOCIATION

(a) General. The Condominium is located within a planned community which includes the Association, the Master Association, and such other condominium associations and

11. ASSESSMENTS.

(a) Purpose of Assessment. The Association shall have the power to levy assessments as provided herein and in the Act. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants as may be more specifically authorized by the Board.

(b) Creation of the Lien and Personal Obligation For Assessments. Each Owner of any Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) general special assessments, as provided for in Section 11(e); and (iii) special assessments against any particular Unit, established pursuant to this Declaration, including, but not limited to, reasonable fines imposed hereunder.

All such assessments, together with charges, late charges, interest, costs, reasonable attorney's fees actually incurred and, if the Board so elects, rents in the maximum amount permitted by the Act, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Unit at the time when the assessment fell due. Each Owner and such Owner's grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board; unless otherwise provided, the annual assessments shall be paid in equal monthly installments due on the first day of each month. No Owner may be exempted from liability for or otherwise withhold payment of assessments for any reason whatsoever, including, but not limited to, nonuse of the Common Elements, the Association's failure to perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties. The lien provided for herein shall have priority as provided in the Act. All assessments shall be rounded up to the nearest dollar and payable as such.

(c) Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

(i) If any installment of annual assessments or any part thereof is not paid in full, or if any other charge is not paid, within ten (10) days of the due date, a late charge equal to the greater of ten dollars (\$10.00) or ten percent (10%) of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner, and interest at the rate of ten percent (10%) per annum or such higher rate as may be permitted by the Act shall accrue from the due date.

(ii) If part payment of assessments and related charges is made, the amount received may be applied first to costs and attorney's fees, then to late charges, then to interest, then to delinquent assessments, and then to current assessments.

Common Elements and the Master Association common property, including, but not limited to, the use of any and all recreational facilities and other amenities.

(c) Liability for Assessments. If lessor fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then lessor hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply herewith, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were the owner of the Unit. The above provision shall not be construed to release the lessor from any obligation, including the obligation for assessments, for which lessor would otherwise be responsible.

(e) Applicability. Notwithstanding the above, this Section shall not apply to any leasing transaction entered into by the Declarant, the Association, or the holder of any first Mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage, and they shall be permitted to lease without obtaining a permit.

17. SALE OF UNITS.

Except for the Declarant, an Owner intending to make a transfer or sale of a Unit or any interest in a Unit shall give written notice to the Board of such intention within seven (7) days after execution of the transfer or sales documents. The Owner shall furnish to the Board as part of the notice (i) the name and address of the intended grantee; and (ii) such other information as the Board may reasonably require. This provision shall not be construed to create a right of first refusal in the Association or in any third party.

Within seven (7) days after receiving title to a Unit, the Owner shall give written notice to the Board of such Owner's ownership of the Unit. Upon failure of an Owner to give the required notice within the seven (7) day time period provided herein, the Board may levy fines against the Unit and the Owner thereof, and assess the Owner for all costs incurred by the Association in determining such Owner's identity.