

After recording, please return to:
Benjamin Ost
Dorough & Dorough, LLC
160 Clairemont Ave., Suite 650
Decatur, GA 30030
(404) 687-9977

CROSS REFERENCE: Deed Book: 14655
Page: 1233

**FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
COURTYARDS OF VININGS**

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR COURTYARDS OF VININGS (hereinafter referred to as "Amendment") is made this 6th day of April, 2021 by **COURTYARDS OF VININGS OWNERS ASSOCIATION, INC.**, a Georgia nonprofit corporation (hereinafter referred to as the "Association").

WITNESSETH

WHEREAS, the Association caused to be recorded that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Courtyards of Vinings, which was recorded on December 23, 2008 in Deed Book 14655, Page 1233, *et seq.*, Cobb County, Georgia records (hereinafter as supplemented and/or amended from time to time, the "Declaration"); and

WHEREAS, the Association is a non-profit corporation organized under the Georgia Nonprofit Code to be the Association named in the Declaration to have the power and authority set forth therein; and

WHEREAS, the Association and the members thereof desire to amend the Declaration as set forth herein and intend for this Amendment to be prospective only; and

WHEREAS, pursuant to Article 12, Section 12.5 of the Declaration, the Declaration may be amended upon the affirmative vote or written consent, or any combination of affirmative vote or written consent, of Owners holding at least two-thirds (2/3) of the Total Association Vote; and

WHEREAS, Owners holding at least two-thirds (2/3) of the Total Association Vote have approved this Amendment by affirmative vote or written consent, or a combination thereof; and

WHEREAS, attached hereto as Exhibit "A" and incorporated herein by reference is the sworn statement of the President of the Association which states unequivocally that the affirmative vote, written consent, or combination thereof, of Owners holding at least two-thirds (2/3) of the Total Association Vote was lawfully obtained and any notices required by the Declaration, Bylaws, the Articles of Incorporation and Georgia law were given;

NOW THEREFORE, the undersigned hereby adopt this First Amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Courtyards of Vinings, hereby declaring that all the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject to the Declaration, amended as follows:

1.

The Declaration is hereby amended by adding to the end of Article 11 an entirely new Section 11.7, to read as follows:

11.7 Transient Rentals. Notwithstanding anything herein to the contrary, under no circumstances shall a Unit be leased, rented or used for short-term, transient or hotel purposes or rented through short-term internet rental services, including, without limitation, VRBO, Airbnb, HomeAway, or such other similar rental services.

2.

Unless otherwise defined herein, the words used in this Amendment shall have the same meaning as set forth in the Declaration.

4.

This Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Cobb County, Georgia and shall be enforceable against current Owners of a Unit subject to the Declaration.

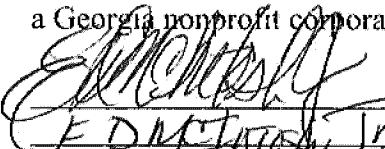
5.

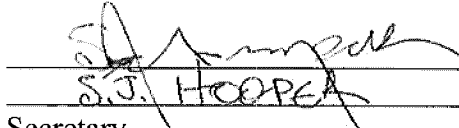
Except as herein modified, the Declaration shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

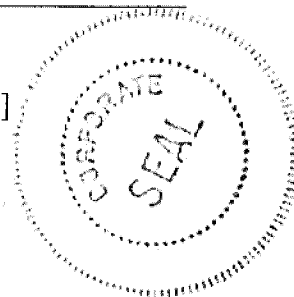
IN WITNESS WHEREOF, the Association has caused this Amendment to be executed under seal the day and year first above written.

ASSOCIATION: **COURTYARDS OF VININGS OWNERS ASSOCIATION, INC.,**
a Georgia nonprofit corporation

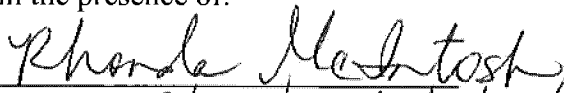
By: 
Name: ED MCINTOSH JR.
President

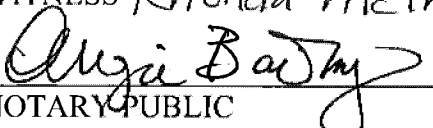
Attest: 
Name: S.J. HOOPER
Secretary

[AFFIX CORPORATE SEAL]



Signed, sealed, and delivered in the presence of:


WITNESS Rhonda McIntosh


NOTARY PUBLIC

My Commission Expires: February 18, 2023

[AFFIX NOTARY SEAL]

P:\Clients\1884\Amendment.transient rental.doc

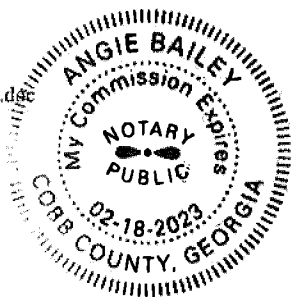


EXHIBIT "A"

Sworn Statement of President of
Courtyards of Vinings Owners Association, Inc.

STATE OF GEORGIA

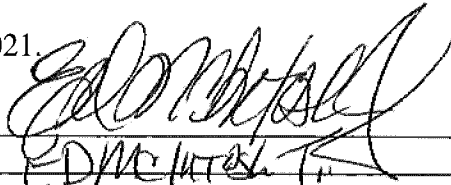
COUNTY OF COBB

Re: Courtyards of Vinings Owners Association, Inc.

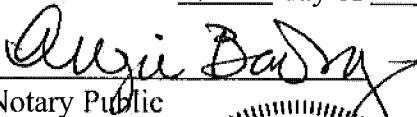
Personally appeared before me, the undersigned deponent who, being duly sworn, deposed and said on oath that:

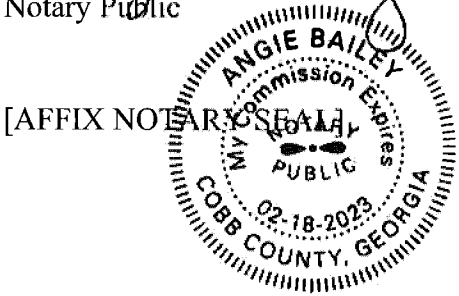
- 1. Deponent is the President of Courtyards of Vinings Owners Association, Inc.
- 2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein of her own personal knowledge.
- 3. The foregoing First Amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Courtyards of Vinings was approved by the affirmative vote or written consent, or any combination thereof, of Owners holding at least two-thirds (2/3) of the Total Association Vote as provided by law and the Declaration.
- 4. The consent of Owners holding at least two-thirds (2/3) of the Total Association Vote was lawfully obtained and all notices required by the Declaration, Bylaws, Articles of Incorporation and Georgia law were given.
- 5. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Sections 44-3-226.

This the 15th day of May, 2021.

By: 
 Name: ED MITCHELL JR.

Sworn to and Subscribed
before me this 15th day of May 2021.


 Notary Public



UPON RECORDING RETURN TO:
Michael E. Leavey
DOROUGH & DOROUGH, LLC
Attorneys at Law
Two Decatur TownCenter, Suite 520
125 Clairemont Avenue
Decatur, Georgia 30030
(404) 687-9977

CROSS REFERENCE: Deed Book: 4218
Page: 47

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
COURTYARDS OF VININGS

THIS INSTRUMENT SUBJECTS THE MANDATORY MEMBERSHIP HOMEOWNERS ASSOCIATION PROVIDED FOR HEREIN TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. § 44-3-220, *ET SEQ.*

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
COURTYARDS OF VININGS
- TABLE OF CONTENTS -

	<u>Page Number</u>
ARTICLE 1 <u>DEFINITIONS</u>	3
1.1 " <u>ACT</u> "	3
1.2 " <u>ARTICLES OF INCORPORATION</u> "	3
1.3 " <u>ASSOCIATION</u> "	3
1.4 " <u>BOARD OF DIRECTORS</u> " OR " <u>BOARD</u> "	3
1.5 " <u>BYLAWS</u> "	3
1.6 " <u>COMMON PROPERTY</u> "	4
1.7 " <u>COMMUNITY</u> "	4
1.8 " <u>COMMUNITY-WIDE STANDARD</u> "	4
1.9 " <u>MORTGAGE</u> "	4
1.10 " <u>MORTGAGEE</u> "	4
1.11 " <u>OCCUPANT</u> "	4
1.12 " <u>OWNER</u> "	4
1.13 " <u>PERSON</u> "	4
1.14 " <u>PRIVATE DRIVES</u> "	4
1.15 " <u>UNIT</u> "	4
1.16 " <u>SUPPLEMENTARY DECLARATION</u> "	5
1.17 " <u>TOTAL ASSOCIATION VOTE</u> "	5
ARTICLE 2 <u>PROPERTY SUBJECT TO THIS DECLARATION</u>	5
2.1 <u>PROPERTY HEREBY SUBJECTED TO THIS DECLARATION</u>	5
2.2 <u>ANNEXATION</u>	5
ARTICLE 3 <u>ASSOCIATION MEMBERSHIP AND VOTING RIGHTS</u>	6
3.1 <u>MEMBERSHIP</u>	6
3.2 <u>VOTING</u>	6
ARTICLE 4 <u>ASSESSMENTS</u>	6
4.1 <u>PURPOSE OF ASSESSMENTS</u>	6
4.2 <u>CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS</u>	6
4.3 <u>GENERAL ASSESSMENTS</u>	7
4.4 <u>SPECIAL ASSESSMENTS</u>	7
4.5 <u>SPECIFIC ASSESSMENTS</u>	8
4.6 <u>SUBORDINATION OF LIENS TO MORTGAGES</u>	8
4.7 <u>REMEDIES OF THE ASSOCIATION</u>	8
4.8 <u>DATE OF COMMENCEMENT OF ASSESSMENTS</u>	10
4.9 <u>FAILURE TO ASSESS</u>	10
4.10 <u>ESTOPPEL LETTER</u>	10
4.11 <u>RESERVE FUND</u>	10
4.12 <u>INITIATION FEE</u>	11

ARTICLE 5	<u>MAINTENANCE; COMMON PROPERTY AND LOTS</u>	11
5.1	<u>ASSOCIATION'S RESPONSIBILITY</u>	11
5.2	<u>OWNER'S RESPONSIBILITY</u>	12
5.3	<u>LANDSCAPING MAINTENANCE</u>	13
5.4	<u>PARTITION</u>	14
5.5	<u>CONDEMNATION</u>	14
5.6	<u>LIABILITY</u>	14
5.7	<u>PARTY WALLS AND FENCES</u>	14
5.8	<u>RETAINING WALLS</u>	15
5.9	<u>MASTER UTILITY METERS</u>	17
ARTICLE 6	<u>ARCHITECTURAL STANDARDS</u>	17
6.1	<u>GENERAL</u>	17
6.2	<u>GUIDELINES AND PROCEDURES</u>	17
6.3	<u>LIMITATION OF LIABILITY</u>	18
6.4	<u>NO WAIVER</u>	19
6.5	<u>VARIANCES</u>	19
6.6	<u>ENFORCEMENT</u>	19
6.7	<u>ARCHITECTURAL CONTROL COMMITTEE</u>	19
6.8	<u>CONSTRUCTION DEPOSITS; APPROVAL OF CONTRACTORS AND SUBCONTRACTORS</u>	20
ARTICLE 7	<u>USE RESTRICTIONS AND RULES</u>	20
7.1	<u>GENERAL</u>	20
7.2	<u>RULES AND REGULATIONS</u>	20
7.3	<u>RESIDENTIAL USE</u>	21
7.4	<u>SIGNS</u>	21
7.5	<u>VEHICLES; PARKING</u>	21
7.6	<u>ANIMALS AND PETS</u>	23
7.7	<u>NUISANCE</u>	23
7.8	<u>UNSIGHTLY OR UNKEMPT CONDITIONS</u>	24
7.9	<u>ANTENNAE</u>	24
7.10	<u>TREE REMOVAL</u>	24
7.11	<u>DRAINAGE</u>	24
7.12	<u>SIGHT DISTANCE AT INTERSECTIONS</u>	25
7.13	<u>GARBAGE CANS, WOODPILES, ETC.</u>	25
7.14	<u>SUBDIVISION OF UNIT</u>	25
7.15	<u>FIREARMS AND FIREWORKS</u>	25
7.16	<u>FENCES AND WALLS</u>	26
7.17	<u>UTILITY LINES</u>	26
7.18	<u>HEATING AND AIR-CONDITIONING UNITS</u>	26
7.19	<u>LIGHTING</u>	26
7.20	<u>ENERGY CONSERVATION EQUIPMENT</u>	26
7.21	<u>ARTIFICIAL VEGETATION, GARDENS, PLAY EQUIPMENT, EXTERIOR SCULPTURE, WATER FEATURES AND SIMILAR ITEMS</u>	26
7.22	<u>MAILBOXES AND POSTS</u>	26
7.23	<u>CLOTHESLINES</u>	27
7.24	<u>ENTRY FEATURES</u>	27
7.25	<u>OUTBUILDINGS AND SIMILAR STRUCTURES</u>	27
7.26	<u>WINDOW TREATMENTS</u>	27
7.27	<u>DECKS, PATIOS AND PORCHES</u>	27
7.28	<u>SWIMMING POOLS</u>	27
7.29	<u>FLAGS</u>	27
7.30	<u>TRAFFIC REGULATIONS</u>	28

ARTICLE 8	<u>INSURANCE AND CASUALTY LOSSES</u>	28
8.1	<u>INSURANCE ON COMMON PROPERTY</u>	28
8.2	<u>INDIVIDUAL INSURANCE</u>	29
8.3	<u>DAMAGE AND DESTRUCTION -- INSURED BY ASSOCIATION</u>	29
8.4	<u>DAMAGE AND DESTRUCTION -- INSURED BY OWNERS</u>	30
ARTICLE 9	<u>MORTGAGEE PROVISIONS</u>	30
9.1	<u>NOTICES OF ACTION</u>	30
9.2	<u>FINANCIAL RECORDS</u>	30
9.3	<u>NO PRIORITY</u>	30
ARTICLE 10	<u>EASEMENTS</u>	31
10.1	<u>GENERAL</u>	31
10.2	<u>EASEMENTS FOR USE AND ENJOYMENT</u>	31
10.3	<u>DELEGATION OF USE</u>	32
10.4	<u>EASEMENTS FOR ENCROACHMENT</u>	32
10.5	<u>EASEMENT FOR UTILITIES</u>	32
10.6	<u>EASEMENT FOR ENTRY</u>	32
10.7	<u>EASEMENT FOR PRIVATE ALLEYS AND STREETS</u>	33
ARTICLE 11	<u>RESTRICTION ON LEASING</u>	33
11.1	<u>LEASING</u>	33
11.2	<u>DEFINITION</u>	33
11.3	<u>GENERAL</u>	33
11.4	<u>UNDUE HARDSHIP</u>	33
11.5	<u>LEASING PROVISIONS</u>	34
11.6	<u>EXEMPTION</u>	36
ARTICLE 12	<u>GENERAL PROVISIONS</u>	36
12.1	<u>ENFORCEMENT</u>	36
12.2	<u>OCCUPANTS BOUND</u>	37
12.3	<u>SELF-HELP</u>	37
12.4	<u>DURATION</u>	37
12.5	<u>AMENDMENT</u>	37
12.6	<u>GENDER AND GRAMMAR</u>	38
12.7	<u>SEVERABILITY</u>	38
12.8	<u>CAPTIONS</u>	38
12.9	<u>PREPARER</u>	38
12.10	<u>NOTICES</u>	38
12.11	<u>NO DISCRIMINATION</u>	39
12.12	<u>INDEMNIFICATION</u>	39
12.13	<u>NOTICE OF SALE, LEASE OR ACQUISITION</u>	39
12.14	<u>AGREEMENTS</u>	39
12.15	<u>VARIANCES</u>	39
12.16	<u>LITIGATION</u>	40
12.17	<u>SECURITY</u>	40
12.18	<u>SUBMISSION TO GEORGIA PROPERTY OWNERS' ASSOCIATION ACT; CONFLICT</u>	40
EXHIBIT "A"	- SWORN STATEMENT OF PRESIDENT OF COURTYARDS OF VININGS OWNERS ASSOCIATION, INC.	
EXHIBIT "B"	- PROPERTY DESCRIPTION	
EXHIBIT "C"	- AMENDED AND RESTATED BYLAWS OF COURTYARDS OF VININGS OWNERS ASSOCIATION, INC.	

AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

COURTYARDS OF VININGS

THIS AMENDED AND RESTATED DECLARATION (hereinafter called the "Declaration") is made by the **COURTYARDS OF VININGS OWNERS ASSOCIATION, INC.**, a Georgia nonprofit corporation (hereinafter called the "Association"), and the Owners of Units within the Community, as those terms are hereinafter defined.

WITNESSETH

WHEREAS, The Courtyards of Vinings Associates, a joint venture composed of Ultima/DuBose Vinings Associates (a joint venture composed of Ultima-Vinings, Ltd., a Georgia corporation, and Dubose-Vinings, Ltd., a Georgia corporation) and Telfin-Vinings, Ltd., a Georgia corporation, as Declarant, executed that certain Declaration of Covenants, Conditions, and Restrictions for Courtyards of Vinings, which was recorded November 20, 1986 at Deed Book 4218, Page 47, *et seq.*, Cobb County, Georgia records (as supplemented and/or amended from time to time hereinafter referred to as the "Original Declaration"), together with the By-Laws of Courtyards of Vinings Owners Association, Inc. attached to the Original Declaration as Exhibit "D" and recorded therewith (hereinafter the "Original By-Laws"); and

WHEREAS, the Original Declaration has been previously supplemented and/or amended by amendments recorded in Cobb County, Georgia records, as follows:

<u>Recording Date</u>	<u>Deed Book/Page</u>
July 30, 1987	4582/105, <i>et seq.</i>
February 9, 1988	4805/017, <i>et seq.</i>
March 22, 1998	4852/440, <i>et seq.</i>
June 3, 1988	4944/206, <i>et seq.</i>
January 30, 1989	5223/374, <i>et seq.</i>
April 14, 1989	5307/068, <i>et seq.</i>
November 6, 1991	6332/186, <i>et seq.</i>
June 29, 1993	7442/112, <i>et seq.</i>
August 27, 1993	7561/335, <i>et seq.</i>
May 27, 1994	8270/200, <i>et seq.</i>
May 23, 1996	9630/530, <i>et seq.</i>
May 23, 1996	9630/536, <i>et seq.</i>
April 11, 2002	13522/240, <i>et seq.</i>
August 31, 2004	14035/2078, <i>et seq.</i> ; and

WHEREAS, plats for the Community are filed in the Cobb County, Georgia land records, as follows:

Plat Book 111, Page 70; as revised and re-recorded in Plat Book 116, Page 16;

Plat Book 116, Page 15; as revised and re-recorded in Plat Book 119, Page 56;

Plat Book 119, Page 57; as revised and re-recorded in Plat Book 120, Page 29; as further revised and re-recorded in Plat Book 121, Page 68;

Plat Book 120, Page 30; as revised and re-recorded in Plat Book 124, Page 79;

Plat Book 121, Page 69;

Plat Book 125, Page 34; as revised and re-recorded in Plat Book 126, Page 72;

Plat Book 126, Page 73; as revised and re-recorded in Plat Book 126, Page 82;

Plat Book 136, Page 71; as revised and re-recorded in Plat Book 149, Page 89; as further revised and re-recorded in Plat Book 159, Page 77; and

WHEREAS, the Association is a nonprofit corporation organized under the Georgia Nonprofit Corporation Code to be the Association named in the Original Declaration to have the power and authority set forth therein; and

WHEREAS, pursuant to Article XIV, Section 4 of the Original Declaration, the Original Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least a majority of the Class "A" members and the consent of the Declarant, so long as the Declarant has as an option to unilaterally subject additional property to the Declaration; and

WHEREAS, Declarant no longer has the option to unilaterally submit additional property to the Declaration; and

WHEREAS, pursuant to Article VI, Section 4 of the Original By-Laws, the provisions of the Declaration applicable to amendment of that instrument shall apply to any amendment to the Original By-Laws; and

WHEREAS, the Association and the Owners desire to amend the Original Declaration and the Original By-Laws as set forth herein; and

WHEREAS, attached hereto as Exhibit "A" and incorporated herein by reference is the sworn statement of the President of the Association, which sworn statement states unequivocally that the affirmative vote or written consent, or any combination thereof, of at least a majority of the Owners adopting this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Courtyards of Vinings Owners Association and adopting the Amended and

Restated Bylaws of Courtyards of Vinings Owners Association, Inc., attached hereto as Exhibit "C", was lawfully given and obtained; and

WHEREAS, the Association and the Owners desire to submit the Community to the Georgia Property Owners' Association Act, O.C.G.A. 44-3-220, *et seq.*, as the same is in effect on the date hereof pursuant to the terms and conditions hereinafter set forth;

NOW THEREFORE, the Association and the Owners hereby submit the Community to the Georgia Property Owners' Association Act, O.C.G.A. 44-3-220, *et seq.*, and amend the Original Declaration and Original By-Laws by deleting the same in their entirety and in their place adopting this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Courtyards of Vinings Owners Association and the Amended and Restated Bylaws of Courtyards of Vinings Owners Association, Inc. attached hereto as Exhibit "C" and incorporated by reference herein, respectively, hereby declaring that all the property now or hereafter subject to the Original Declaration shall be held, sold, transferred, conveyed, used, occupied, mortgaged and otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments and liens, hereinafter set forth, which are for protecting the value and desirability of and which shall run with the title to, the real property hereby and 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 and hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title and assigns and shall inure to the benefit of each Owner of all or any portion thereof, as follows:

Article 1
Definitions

The following words, when used in this Declaration or in any Supplementary Declaration, shall have the following meanings:

1.1 "Act" means the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, *et seq.*, as may be amended from time to time.

1.2 "Articles of Incorporation" means the Articles of Incorporation of Courtyards of Vinings Owners Association, Inc., filed with the Georgia Secretary of State and incorporated herein by this reference, as may be amended from time to time.

1.3 "Association" means Courtyards of Vinings Owners Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

1.4 "Board of Directors" or "Board" means the appointed or elected body of the Association, vested with the authority to manage the affairs of the Association under the Georgia Nonprofit Corporation Code, O.C.G.A. § 14-3-101, *et seq.*

1.5 "Bylaws" means the Amended and Restated Bylaws of Courtyards of Vinings Owners Association, Inc., attached to this Declaration as Exhibit "C" and incorporated herein by this reference, as may be amended from time to time.

1.6 "Common Property" 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.

1.7 "Community" refers to that certain real property described in Exhibit "B", attached hereto, and such additions thereto as may be made by Supplementary Declaration as provided herein.

1.8 "Community-Wide Standard" means the standard of conduct, maintenance or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association, including, without limitation, as may be delineated in part by the rules and regulations, architectural guidelines and landscaping guidelines adopted thereby.

1.9 "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.

1.10 "Mortgagee" means the holder of a Mortgage.

1.11 "Occupant" means any Person occupying all or any portion of a Unit 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.

1.12 "Owner" means the record owner, whether one or more Persons, of the fee simple title to any Unit located within the Community, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.

1.13 "Person" includes any individual, individual acting in a fiduciary capacity, corporation, limited partnership, limited liability company, general partnership, joint stock company, joint venture, association, company or other organization, recognized as a separate legal entity under Georgia law.

1.14 "Private Drives" means, collectively, the asphalt drives serving the Community, identified as "**Courtyard Drive**", "**Yale Court**", "**Waverly Court**", "**Apsley Court**", "**Courtyard Drive**", "**Kingsland Court**", "**Bainbridge Drive**", "**Asphalt Drive**" and "**Asph. Drive**", all as shown on the recorded subdivision plat(s) for the Community, and such other asphalt drives located on the Common Property, including, without limitation, "**Markham Way**", all as the same may be expanded or contracted from time to time.

1.15 "Unit" means any plot of land within the Community, whether or not improvements are constructed thereon, which constitutes or will constitute a single family dwelling site as shown on the subdivision plat(s) for the Community recorded in the land records of Cobb County, Georgia. The ownership of each Unit shall include, and there shall pass with the title to

each Unit as an appurtenance thereto, whether or not separately described, all of the rights and interest of an Owner in the Common Property, as herein provided, together with membership in the Association.

1.16 "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.

1.17 "Total Association Vote" means the votes attributable to the entire membership of the Association as of the record date for such action, but specifically excluding the votes of any Owners whose voting rights have been suspended as provided herein, whether or not such members are present or represented at the meeting, if any, where such votes are to be cast. If, for example, and without limitation, two-thirds (2/3) of the Total Association Vote is required to approve a matter, such matter must receive more than two-thirds (2/3) of the votes attributable to all existing members of the Association as of the record date for such action (and excluding the votes of any Owners whose voting rights have been suspended as provided herein), whether or not such members are present or represented at the meeting, if any, where such votes are to be cast. As a further illustration, if a majority vote is required to approve a matter (and the term Total Association Vote is not used), such matter must receive more than half of the votes cast by the members entitled to vote on the matter.

Article 2 Property Subject To This Declaration

2.1 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 all of the real property previously subjected to the Original Declaration, as the same may be more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof.

2.2 Annexation. Upon the written consent of: (a) the owner(s) thereof; and (b) the Owners of at least two-thirds (2/3) of the Units, the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in Cobb County, Georgia, a Supplementary Declaration describing the property being annexed. Any such Supplementary Declaration shall be executed on behalf of the Association by the President of the Association whose signature shall be attested by the Secretary of the Association. The annexation shall be effective only upon the filing for record of such Supplementary Declaration, unless a later effective date is provided therein.

Article 3
Association Membership and Voting Rights

3.1 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 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 (1) or more Persons, shall have more than one (1) membership per Unit. Membership shall be appurtenant to and may not be separated from ownership of a Unit. The rights and privileges of membership, including the right to hold office, may be exercised by a member or the spouse of a member, but in no event shall more than one (1) office be held for each Unit 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 (1) vote for each Unit owned. When more than one (1) Person holds an ownership interest in a Unit, the vote for such Unit shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting or referendum. The vote attributable to a Unit shall be suspended in the event more than one Person seeks to exercise it. The Board of Directors may suspend the voting rights of an Owner for any period during which any past due assessment against any Unit of the Owner remains unpaid; and for a reasonable period of time for an infraction of the Declaration, Bylaws or rules and regulations.

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 Units, including, without limitation, the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

4.2 Creation of the Lien and Personal Obligation for Assessments. Each Owner of a 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) general assessments; (b) special assessments; and (c) specific assessments. All sums lawfully assessed by the Association against any Unit Owner or Unit, whether for the share of the common expenses pertaining to that Unit, for fines, or otherwise, including without limitation, late charges, interest, costs of collection, reasonable attorneys' fees actually incurred and, if the Board so elects, the fair rental value of the Unit, and all reasonable charges made to any Unit Owner or Unit for materials furnished or services rendered by the Association at the Owner's request to or on behalf of the Unit Owner or Unit, shall, from the time the same become due and payable, be the personal obligation of the Person who was the Owner of the Unit at the time the assessment fell due and constitute a continuing lien in favor of the Association on the Unit prior and superior to all other liens whatsoever except: (i) liens for ad valorem taxes on the Unit; (ii) the lien of any first priority mortgage covering the Unit and the lien of any mortgage recorded prior to the recording of this

Declaration; and (iii) the lien of any secondary purchase money mortgage covering the Unit, provided that neither the grantee nor any successor grantee on the mortgage is the seller of the Unit. Pursuant to the Act, 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 Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Unit, and each successor-in-title 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 successor-in-title for the unpaid assessments of the Owner 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 Unit or nonuse of the Common Property. 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 to prepare a budget covering the estimated costs of operating the Association during the coming year, which shall include a capital contribution or reserve in accordance with a capital budget separately prepared, if any. The Board shall cause the budget and the assessments to be levied against each Unit 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 the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for any period, then and until such time as a budget has been determined, as provided herein, the budget in effect shall continue. General assessments shall be levied equally on all Units and shall be paid in such 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 and services provided by the Association, if any, including, without limitation, trash collection, water charges and security services, cleaning and janitor services, landscape maintenance, costs associated with the maintenance and operation of the Community recreational facilities, if any, and 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, acting through the Board of Directors, may levy a special assessment of up to Five Hundred and No/100 Dollars (\$500.00) per Unit per year without a vote of the Association. In the event the Board levies a special assessment in an

amount greater than Five Hundred and No/100 Dollars (\$500.00) per Unit per year then such special assessment must be approved by a majority of the Total Association Vote to become effective. Special assessments shall be paid as determined by the Board. The Board may permit a special assessment to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

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. Initiation fees, 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 of Directors may also specifically assess Owners for Association expenses as follows: (a) expenses of the Association which benefit less than all of the Units or significantly disproportionately benefit all the Units may be specifically assessed equitably among all of the Units which are benefited according to the benefit received; (b) expenses of the Association occasioned by the conduct of less than all of those entitled to occupy all of the Units, or by the Occupant(s), licensees or invitees of any such Unit(s), may be specially assessed against such Unit(s); and (c) expenses of the Association incurred for services or items provided to Owners upon request therefor or which provide proportionate or uniform benefit to the Units, including, but not limited to, uniform charges for any maintenance service provided thereto, may be specifically assessed in equal amounts among the Units which are benefited.

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 Unit if, but only if, all assessments and charges with respect to such Unit 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 to the satisfaction, cancellation or foreclosure of such Mortgage or the sale or transfer of the Unit pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the Unit pursuant to a sale under power contained in such Mortgage. Such subordination is merely a subordination and shall not relieve the Owner of the Unit of the personal obligation to pay all assessments coming due during such period of ownership; shall not relieve such Unit 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 Unit 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 Unit of any personal obligation or relieve such Unit or the then Owner of such Unit from liability for any assessment authorized hereunder that becomes 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 as provided in the Act, 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 not in excess of the greater of Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the amount due, or such higher amount as may be authorized by the Act from time to time, and interest (at a rate not in excess of ten percent (10%) per annum on the principal amount due, or such higher amount as may be authorized by the Act from time to time) and costs of collection, including, without limitation, reasonable attorney's fees actually incurred. 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 institute 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 Cobb County, Georgia, 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 Unit at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Association may also suspend, without further notice or hearing, except as may be provided hereinbelow, the membership rights of the delinquent Owner, including the right to vote, the right of enjoyment in and to the Common Property, including the Community recreational facilities, if any, and the right to receive and enjoy such services and other benefits as may then be provided by the Association. Any such suspension shall not affect such Owner's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent lien on such Unit in favor of the Association.

In the event any assessment, fine or other charge or portion thereof is delinquent for thirty (30) days or more, in addition to all other rights provided in the Act and this Declaration, the Association shall have the right, upon ten (10) days written notice, and in compliance with any requirements set forth in the Act, if any, to suspend any utility or service, the cost of which is paid for by the Association as a common expense until such time as the delinquent assessments and all costs permitted under this Section, including, without limitation, reasonable attorney's fees actually incurred and any reasonable utility provider charges or other reasonable costs incurred in suspending and restoring such services, are paid in full. Said utility services shall not be required to be restored until such delinquent assessments and costs, including, without limitation, any reasonable utility provider charges or other reasonable costs incurred in suspending and restoring such services, are paid in full. An Owner whose utility or service has been suspended shall not be entitled to use any such utility or service paid for as a common expense from any source and any such unauthorized use shall be considered a theft of services under O.C.G.A. Section 16-8-5. All Association expenses for termination and restoration of any services pursuant to this Section, including reasonable attorneys' fees actually incurred, shall be an assessment and a lien against the Unit and shall be collected as provided herein for the

collection of assessments. The notice requirement of this subsection shall be deemed complied with if the notice is sent by certified mail, return receipt requested, to the Unit address and to any other address the Owner of the Unit has designated in writing to the Association. Enforcement under this Section is not dependent upon or related to other restrictions and/or other actions, except as provided herein.

4.8 Date of Commencement of Assessments. Assessments shall commence as to all Units when the Board of Directors first determines a budget and levies assessments. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide.

4.9 Failure to Assess. Notwithstanding anything herein to the contrary, 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 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. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Unit, or a lender considering a loan to be secured by a Unit, shall be entitled, upon written request, to a statement from the Association or its managing agent setting forth the amount of assessments past due and unpaid, including any late charges, interest, fines, or other charges against that Unit. Such request shall be delivered to the registered office of the Association, and shall state an address to which the statement is to be directed. The Association shall respond in writing within five (5) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a reasonable fee not to exceed Ten and No/100 Dollars (\$10.00), or such higher amount as may be authorized by the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Unit as of the date specified therein.

4.11 Reserve Fund. Each year, the Board shall prepare an annual capital budget or evaluation which takes into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the Association's projected capital needs both as to amount and timing by annual assessments over the period of the budget. Any required capital contribution shall be included within the budget and assessment as provided in Section 4.3 hereof and such amounts collected shall be maintained in a segregated account. Funds in the reserve fund account, if any, may only be used by the Association to make capital improvements to the Common Property or other portions of the Community which the Association is obligated to maintain, to fund unforeseen or unanticipated expenditures in excess of those budgeted or to acquire additional equipment or services deemed necessary or desirable by the Board of Directors. Such expenditures from the Association capital reserve account shall be made in the Board's sole discretion, and shall not require the approval of the Owners.

4.12 Initiation Fee. Upon the conveyance of title for each and every Unit in the Community, an initiation fee in the amount of Three Hundred and No/100 Dollars (\$300.00), or such greater amount as may be determined by the Board of Directors in writing from time to time but not in excess of the annual general assessment for such Unit, shall be collected from the new Owner at the closing of such transaction and paid to the Association; or if not collected at closing, paid immediately upon demand by the Association. The initiation fee shall constitute a specific assessment against the Unit, shall be in addition to, not in lieu of, the annual general assessment and shall not be considered an advance payment of such assessment. The initiation fee shall be placed in the bank account of the Association to be used for any purpose, including, without limitation, for the payment of operating expenses of the Association and other expenses incurred by the Association pursuant to the provisions of this Declaration. This specific assessment shall not apply to the institutional 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, but shall apply to the Owner acquiring the Unit from the foreclosing Mortgagee.

Article 5

Maintenance; Common Property and Units

5.1 Association's Responsibility. Except as provided in Section 5.2 hereof, 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) the following: (a) all Community entry features, including entry area landscaping, signage and monuments regardless of whether or not such landscaping, signage or monuments are located on a Unit, privately owned property or public right-of-way and any irrigation system and the expenses for water and electricity, if any, provided to such entry features; (b) landscaping improvements located in the Community in accordance with Section 5.3 hereof; (c) all Community storm water detention/retention ponds and appurtenant Community storm water drainage facilities serving the Community, if and to the extent the same is not maintained on an on-going basis by a governmental entity; provided however, each Owner of a Unit shall be responsible for the maintenance of any storm water drainage facilities exclusively serving such Unit; (d) the Private Drives, if and to the extent the same are not maintained on an ongoing basis by a governmental entity or a third party, on a schedule determined by the Board of Directors, from time to time, in its sole discretion; (e) perimeter fencing serving the Community installed in connection with the initial development of the Community or originally installed by the Association, if any, whether or not such fencing is on a Unit, open space or public right of way; (f) all water and sanitary sewer pipes or facilities that serve more than one (1) Unit, if and to the extent the same are not maintained on an ongoing basis by a governmental entity or public utility; (g) the Community recreational facilities, if any; (h) any Retaining Wall(s) (as that term is defined below) or portion thereof situated on the Common Property owned by the Association; and (i) any other private asphalt driveway located in the Community, whether or not such private asphalt driveway is located on a Unit or the Common Property, on a schedule determined by the Board of Directors, from time to time, in its sole discretion. 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 maintenance would benefit the Owners. The Board of Directors may authorize the officers of the Association to enter into contracts with any Person or Persons to perform maintenance hereunder on behalf of the Association. 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.

5.2 Owner's Responsibility. Except for maintenance performed on a Unit by the Association pursuant to Section 5.1 and Section 5.3 hereof, if any, all maintenance of the Unit and all structures, landscaping, and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Unit in a manner consistent with the Community-Wide Standard and this Declaration. The obligation of the Owner of a Unit hereunder shall include, without limitation, the following: maintenance, replacement and repair of any Retaining Wall(s) (as that term is defined below) or portion thereof situated on the Unit as provided in Section 5.8 hereof; prompt removal of all litter, trash, refuse, and waste; watering landscaped areas; replacing dead or dying grass, bushes, shrubs, trees, or other vegetation; tree pruning; keeping improvements and exterior lighting in good repair and working order; keeping driveways, walkways and other concrete improvements in good repair; maintenance and periodic testing of the fire safety sprinkler system serving the Unit, if any; complying with all governmental health and police requirements; maintenance of grading and storm water drainage as originally established on the Unit; repair of exterior damages to structures and other improvements, including, without limitation, periodic painting and pressure washing as needed; and, to the extent not performed by the Association pursuant to Section 5.3 below, shrub pruning, lawn mowing on a regular basis and keeping lawn and garden areas alive, free of weeds, and attractive. In addition, a Unit Owner shall also maintain any steps, deck (whether enclosed or not) and deck surfaces, patio (whether enclosed or not) and patio surfaces, arbor, gazebo, or similar structure, driveway, walkway, pipe, line, duct, wire, conduit or other apparatus, including, without limitation, any utility meter and/or shut-off valve, which serve only the Unit whether said steps, deck (whether enclosed or not) and deck surfaces, patio (whether enclosed or not) and patio surfaces, arbor, gazebo, or similar structure, driveway, walkway, pipe, line, duct, wire, conduit or other apparatus, including, without limitation, any utility meter and/or shut-off valve, is located within or outside of a Unit's boundaries. Each Owner shall promptly report to the Association any defect or need for repairs for which the Association is responsible. 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 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 ten (10) 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 ten (10) day period, to commence such work which shall be completed within a reasonable period of 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 Unit as a specific assessment.

5.3 Landscaping Maintenance. As provided in Section 5.1 above, the Association shall maintain and keep in good repair: (a) any Community green space and open space (whether or not constituting Common Property); (b) all Community landscaping, including, without limitation, landscaping located on the Common Property or within any medians or islands located in or along the right-of-way of public or private streets within the Community, if and to the extent the same is not maintained on an on-going basis by a governmental entity; and (c) the landscaping improvements located on the exterior of a Unit, if any. Maintenance of landscaping improvements located on the exterior of a Unit by the Association shall be performed at the expense of the Association and shall be limited to shrub pruning, mowing, edging and fertilizing/weed control and shall not include any responsibility for replacing dead or dying grass, bushes, shrubs, trees, or other vegetation or tree pruning. Such maintenance shall be performed at a level to be determined in the sole discretion of the Board; provided, however, that similarly situated Units maintained by the Association shall receive approximately equal attention and be maintained according to the same standard. Notwithstanding anything herein to the contrary, in the sole discretion of the Board, all costs of maintenance of landscaping performed by the Association on Units pursuant to this Section may be assessed as part of the annual general assessment and allocated equitably among all of the Units or may be allocated equitably among similarly situated Units and specifically assessed against the applicable Unit(s) pursuant to Section 4.5 hereof; so long as the same method is used for each Unit. The Board of Directors in its sole discretion may leave portions of the Community as undisturbed natural areas and may change the landscaping in the Community at any time and from time to time or may, at any time and from time to time, change the level of yard maintenance performed, for example by maintaining front lawns only.

The Board of Directors may promulgate rules setting forth the extent of landscaping maintenance to be performed by the Association and the rights of Owners with respect to adding or modifying landscaping improvements, including, for example allowing seasonal flowering plants in certain areas of the Community at the expense of the Owner. Landscaping improvements installed by the Owner in accordance with the provisions of this Declaration shall be maintained by the Owner, at its sole cost and expense, in a manner consistent with the Community-Wide Standard. Any landscaping improvements originally installed by an Owner which are not properly maintained, including, but not limited to, damaged, diseased or dead plants, shrubs and trees may, at the sole discretion of the Board of Directors, be removed from the Community. The costs associated with removing any damaged, diseased or dead plants, shrubs and trees originally installed by an Owner in the Community, may be assessed against the Owner and the Unit as a specific assessment pursuant to the Declaration. The Association shall have no obligation to maintain landscaping located within any fenced or other enclosed area of a Unit. In the event that the Owner of a Unit constructs a fence, patio or other structural improvement on a portion of his or her Unit, the Association, if then obligated to maintain landscaping upon such Unit, shall no longer be obligated to maintain landscaping on the enclosed or otherwise improved portions of the Unit and such landscaping shall be the sole responsibility of the Owner; provided, however, nothing herein shall excuse or otherwise reduce

the obligation of an Owner to pay the full amount of assessments allocated against such Owner's Unit pursuant to Article 4 hereof.

5.4 Partition. The Common Property shall remain undivided and no Owner shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the Community and without the written consent of all holders of all Mortgages encumbering any portion of the property, including, but not limited to, the Units located within the Community.

5.5 Condemnation. In the event of a taking by eminent domain of any portion of the Common Property on which improvements have been constructed, the Association, if reasonably possible, shall restore or replace such improvements so taken on the remaining Common Property, unless within sixty (60) days after such taking, an alternative plan is approved by at least seventy-five percent (75%) of the Total Association Vote. The provisions of this Declaration applicable to replacement or restoration of damaged improvements on the Common Property shall also apply to and govern the actions to be taken in the event that the improvements are not restored or replaced after a condemnation.

5.6 Liability. Owners, Occupants and their guests shall use the common areas maintained by the Association and all other Common Property, including the Community recreational facilities, if any, and all portions of the Community not contained within a Unit at their own risk and shall assume sole responsibility for their personal belongings used or stored thereon. All Owners and Occupants shall have an affirmative duty and responsibility to inspect the Common Property and all portions of the Community not contained within a Unit for defects, perils or other unsafe conditions relating to the use and enjoyment thereof. The Association and its officers, directors, employees, representatives and agents shall not be held liable for personal injury to any person occurring, nor for loss or damage to personal belongings used or stored on the Common Property or any other portion of the Community. The Association shall not be liable for injury or damage to any Person or property (a) caused by the elements or by an Owner or any other Person, (b) 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 from any portion of the Common Property, or (c) 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 or guest thereof for loss or damage, by theft or otherwise, of any property thereof.

5.7 Party Walls and Fences. Each wall or fence whether built as part of the original construction of the Units or added pursuant to Article 6 hereof which shall serve and separate any two (2) adjoining Units shall constitute a party wall or fence and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall or fence shall be shared by the Owners who make use of the wall or fence in equal proportions. If a party wall or fence is destroyed or damaged by fire or other casualty, then any Owner who has benefited by the wall or

fence may restore it, and the other Owner who is benefited by the wall or fence shall contribute one-half of the cost of restoration, without prejudice; provided, however, any Owner shall have the right to call for a larger contribution from any other Owner under any rule of law regarding liability for negligent or willful acts or omissions.

5.8 Retaining Walls. Notwithstanding any provision to the contrary in this Declaration, the obligation for the maintenance, replacement and repair of any retaining wall or similar structural or aesthetic wall or barrier, whether or not constituting a party wall pursuant to Section 5.7 hereof (hereinafter collectively, "Retaining Wall") in the Community shall be allocated as provided in this Section. The Association shall maintain and keep in good repair any Retaining Wall or portion thereof situated on the Common Property, the costs for which shall be allocated among the Units in the Community as part of the annual assessment pursuant to Article 4 hereof.

Except as otherwise specifically provided in this Section, all maintenance, replacement and repair of the Retaining Wall(s) or portion thereof situated on a Unit shall be the sole responsibility of the Owner thereof, who shall maintain and keep in good repair such Retaining Wall(s) or portion thereof in a manner consistent with the Community-Wide Standard and this Declaration. No Owner may undertake any maintenance, repair or replacement of any Retaining Wall without approval in accordance with the provisions of Article 6 of this Declaration.

Until September 1, 2011, upon written application to the Board of Directors as provided herein, the costs and expenses of reasonable maintenance, repair or replacement of the Retaining Wall(s) situated on a Unit as of August 31, 2004 shall be apportioned as follows: The Owner of a Unit shall be responsible for the initial Three Thousand and No/100 Dollars (\$3,000.00) of the costs and expenses of maintenance, repair or replacement of the Retaining Wall(s) situated thereon. Upon written application to the Board of Directors by the Owner of the Unit, as provided herein, the remaining costs and expenses of such reasonable maintenance, repair or replacement shall be shared by said Owner and the Association in the following proportions: Forty percent (40%) to be paid by the Owner and Sixty percent (60%) to be paid by the Association. Such written application shall be submitted to the Board and shall include no less than three (3) separate cost estimates itemizing the costs and expenses of the maintenance, repair or replacement of the Retaining Wall(s) to be performed to substantially the same specifications as originally constructed; provided, however, said estimates shall not include any costs or expenses for maintenance, repair or replacement of any yard or other landscaping improvements, including, without limitation, any such maintenance, repair or replacement of any such improvements adjacent to, associated with or in any way related to the maintenance, repair or replacement of the Retaining Wall(s). The written application shall be of sufficient detail to allow the Board to review and evaluate the maintenance, repair and replacement work. In the event the written application is insufficient for any reason, the Board, in its sole discretion, may request such additional information as it deems necessary to evaluate said written application, including, without limitation, any documentation evidencing payment by an Owner of the initial costs and expenses of maintenance, repair or replacement as provided herein. The written application regarding the sharing of costs of maintenance, repair and replacement may be included as part of, but in no event shall be a substitute for, the approval of the Board or its designee pursuant to Article 6 hereof. The Association may fulfill its obligation hereunder based on the lowest cost estimate provided by the Owner for work approved pursuant to Article 6 hereof to be performed to

specifications substantially similar to the Retaining Wall(s) as originally constructed; provided, however, in no event shall the obligation of the Association include payment of any costs or expenses for any yard or other landscaping improvements except maintenance, repair and replacement of the Retaining Wall(s). Costs and expenses incurred by the Association pursuant to this Section shall be allocated among the Units in the Community as part of the general assessment pursuant to Article 4 hereof. Notwithstanding anything herein to the contrary, in no event shall the Association be obligated for any costs and expenses, in whole or in part, for maintenance, repair or replacement of any Retaining Wall situated on a Unit which Retaining Wall is appurtenant to or otherwise supports any driveway or patio or deck. The obligation for all maintenance, replacement and repair of such Retaining Wall(s) or portion thereof shall be the sole responsibility of the Owner of the Unit.

Notwithstanding anything herein to the contrary, the Association shall be obligated to share in the costs and expenses of reasonable maintenance, repair or replacement of the Retaining Wall(s) situated on a Unit as provided herein only on one (1) occasion during the period from August 31, 2004 through and including August 31, 2011, after which occasion such maintenance, repair or replacement shall be performed at the sole cost and expense of the Owner of such Unit.

All maintenance, replacement and repair of any Retaining Wall or portion thereof constructed on a Unit after August 31, 2004 shall be the sole responsibility of the Owner thereof as provided herein.

Written applications are not approved for engineering or structural design or quality of materials and by approving such written application and any plans and specifications related thereto or otherwise fulfilling its cost sharing obligations under this Section, the Board of Directors assumes no liability or responsibility therefor or for any defect in any structure constructed from such written application or plans and specifications. Neither the Association, nor its officers, directors, members, employees and agents shall be liable in damages to anyone submitting an application 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 an application and every Owner agrees that such Person or Owner will not bring any action or suit against the Association or its officers, directors, members, employees and agents 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 the release is given.

Notwithstanding anything herein to the contrary, nothing in this Section 5.8 shall modify any rights or obligations of the Association or any other Person, as the case may be, as provided in that certain Settlement and Release Agreement recorded on April 6, 2005, in Deed Book 14134, Page 6500, et seq., Cobb County, Georgia land records, as the same may be supplemented, amended or modified from time to time by the parties thereto.

5.9 Master Utility Meters. The Community may be served by one or more master utility meters. The Association shall be responsible for the administration of expenses associated with any master utility meter(s) serving the Community. The Association shall pay all usage charges for any utility supplied to the Community or any portion thereof through a master utility meter. In the event each Unit is served by a sub-meter which allows the Association to determine the usage or a particular utility attributable to a particular Unit, the Board of Directors may specifically assess each Unit for its share of such usage as a special assessment as provided herein; provided, however, at the discretion of the Board of Directors, the Association may require each Owner to install separate utility meters for each Owner's Unit at the Owner's cost, or may install such meters and assess the costs thereof against each Unit as special assessment, and all charges for utility usage may be assessed to each Unit for its share as a special assessment accordingly. The Association shall read, or hire a third-party to read, the sub-meter serving each Unit, if any. The special assessment for utility usage for each Unit shall be determined by the Board of Directors and may be based on the actual amount of such utility used and supplied to each Unit or may be calculated by using estimates based on averages or other techniques, and may include expenses incurred by the Association and/or a reasonable administrative charge associated with the reading of each Unit's sub-meter; so long as the same method is used for each Unit. In the event each Unit is not served by a sub-meter, the expenses associated with utility usage in the Development may be assessed as part of the annual assessment and allocated equitably among all of the Units or may be calculated by using estimates based on averages or other techniques; so long as the same method is used for each Unit.

Article 6 Architectural Standards

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, storm and screen doors, storm windows, fencing, signage, change in the exterior color of any existing improvement, permanent exterior lighting (except for reasonable seasonal decorative lights displayed during the usual and common season, as the same may be determined from time to time by the Board of Directors), and planting and removal of landscaping materials (except for seasonal planting and landscaping consistent with the Community-Wide Standard and any applicable architectural guidelines and landscaping guidelines adopted hereunder), shall be commenced or placed upon any part of the Community unless, approved 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 Unit without approval hereunder. However, modifications to the interior of porches, patios and similar portions of a structure visible from outside the Unit shall be subject to approval. No approval shall be required to rebuild in accordance with originally approved plans and specifications. This Article shall not apply to improvements to the Common Property by or on behalf of the Association.

6.2 Guidelines and Procedures. Except as provided above, no exterior construction, addition, alteration or modification shall be made unless and until plans and specifications shall have been submitted in writing to and approved by the Board of Directors. Such plans and specifications shall be of sufficient detail to allow the Board to make its review and to the extent

required by the Board shall show the nature, kind, shape, height, materials and location of the proposed improvement. The Board of Directors shall have sole and full authority to prepare and to amend, from time to time at its sole discretion and without notice, architectural guidelines, landscaping guidelines and any application and review procedures, which may provide for payment of any reasonable cost associated with the review of submitted plans and specifications, including, without limitation, an administrative fee. The Board of Directors shall make the architectural guidelines and landscaping guidelines available to Owners who seek to engage in construction upon all or any portion of the Community and such Owners shall conduct their operations strictly in accordance therewith. If the Board of Directors fails to approve or to disapprove submitted plans and specifications within sixty (60) 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 Board of Directors, 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 of Directors 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 Board of Directors 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 trespass by reason of such entry. If construction does not commence on a project for which plans have been approved within twelve (12) months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the plans to the Board of Directors for reconsideration.

6.3 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 Association and the Board assume no liability or responsibility therefor or for any defect in any structure constructed from such plans and specifications. Neither the Association, nor the officers, directors, members, employees and agents of the Association 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 its officers, directors, members, employees and agents 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 the release is given.

6.4 No Waiver. The approval of the Board of Directors 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.

6.5 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 architectural guidelines and the landscaping 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, (b) be inconsistent with the overall scheme of development for the Community, or (c) estop the Board of Directors from denying a variance in other similar circumstances. For purposes of this provision, the inability to obtain approval of any governmental agency or the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

6.6 Enforcement. Any structure or improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board of Directors, Owners shall, at their own cost and expense, remove such nonconforming structure or improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Board and its agents 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, reasonable attorney's fees actually incurred, may be assessed against the Unit 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, the architectural guidelines and the landscaping guidelines may be excluded by the Board of Directors from the Community, subject to any applicable notice and hearing procedures contained in the Bylaws. Neither the Association nor its officers, directors, members, employees and agents shall be held liable to any Person for exercising the rights granted by this paragraph, including without limitation, claims for damages resulting from the removal of the non conforming structure or improvement in accordance with the procedures set forth herein. In addition to any other remedies available to the Association and the Board, in the event of noncompliance with this Article, the Board may record in the appropriate land records a notice of violation hereunder naming the violating Owner. In addition to the foregoing, the Board of Directors shall have the authority and standing to pursue any and all remedies available at law and equity to enforce the provisions of this Article, including, without limitation the right to levy and collect fines as provided herein, subject to any applicable notice provisions.

6.7 Architectural Control Committee. The Board of Directors shall have the sole right, power and authority under this Article. Notwithstanding the foregoing, the Board of Directors may, but has no obligation to, establish an Architectural Control Committee ("ACC"), which shall then have such rights, powers and authority as may be granted to it by the Board of Directors, including the responsibility of reviewing and approving building, construction and

landscaping activities within the Community. The Board of Directors may grant the ACC all of its rights, powers and authorities hereunder, or may grant the ACC such limited rights as it deems appropriate in its sole discretion. In the event that all or any portion of such rights, powers and authorities are granted to an ACC, this Article or portions thereof, as appropriate, shall then be read and interpreted as if any reference to the Board of Directors in this Article 6 were a reference to the ACC. Notwithstanding anything herein to the contrary, the Board of Directors shall have the sole right and authority to appoint and remove members of the Architectural Control Committee.

6.8 Construction Deposits; Approval of Contractors and Subcontractors. In addition to and not in limitation of all other rights it may have, the Association, acting through the Board, shall have the right to approve and/or otherwise adopt reasonable rules and regulations governing contractors or subcontractors who have access to the Community for the purpose of making repairs, improvements or modifications to Units or otherwise performing work approved pursuant to this Article 6, based on criteria adopted by the Board, which may include, without limitation, insurance requirements, deposits for use of any trash receptacle, if any, and construction deposits to be paid to the Association. The Board may further establish a construction deposit in a reasonable amount determined by the Board from time to time, some or all of which may be refundable, to be paid by or on behalf of the Owner of the Unit associated with the construction project to protect the Community against damage due to the transportation of construction materials, equipment, debris and other over-sized items to and from a Unit. Costs for repair of any such damage due to or as a result of such work including, without limitation, amounts established by the Board from time to time associated with ordinary wear and tear on the Community streets and other Common Property, and any additional expenses associated therewith may be deducted from the construction deposit or, in the alternative, specifically assessed against the Unit pursuant to Section 4.5 hereof. Approval and/or regulation of contractors or subcontractors by the Association hereunder does not constitute an endorsement, warranty or guaranty of any service or work provided thereby; and the Association recommends that each Owner makes its own investigation of such contractor or subcontractor, including by gathering information and checking references, before contracting for services. In no event shall the Association or its officers, directors, committee members or agents be responsible for any work or services of said contractor or subcontractor nor shall any of them be liable for any injury or damages to person or property arising therefrom.

Article 7 Use Restrictions and Rules

7.1 General. Except to the extent the same may be a violation of any provision of the Original Declaration, any alterations, changes or modification to architecture or landscaping originally installed on Units as of the date this Declaration is recorded in the Cobb County, Georgia records shall be deemed an approved change pursuant to Article 6 hereof.

7.2 Rules and Regulations. The Board of Directors may, from time to time and without a vote of the members, promulgate, modify or delete reasonable 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.

7.3 Residential Use. Each Unit shall be used for residential purposes exclusively. Leasing of a Unit 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 Unit, except that the Owner or Occupant residing at the Unit may conduct business activities within the house so long as the business activity: (a) does not otherwise violate the provisions of the Declaration, Bylaws or rules and regulations of the Association; (b) is not apparent or detectable by sight, sound or smell from the exterior of the Unit; (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.

7.4 Signs. No sign of any kind shall be erected or displayed within the Community without the prior written approval pursuant to Article 6 hereof, except: (a) one (1) professional security sign consistent with the Community-Wide Standard not to exceed four inches (4") by four inches (4") in size displayed from within a Unit; (b) such signs as may be required by legal proceedings; and (c) one (1) professionally lettered "For Rent" or "For Sale" sign not to exceed two feet (2') by two feet (2') in size displayed in connection with a Unit being offered for sale or for lease, as the case may be. Notwithstanding the foregoing, the Board shall have the right to erect reasonable and appropriate signs. 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.

7.5 Vehicles; Parking. Vehicles shall be parked only in appropriate parking spaces serving the Unit or other designated parking areas established by the Board, from time to time, if any. The term "appropriate parking spaces serving the Unit" shall refer to the number of garage parking spaces of each Unit, and if and only if the Occupants of a Unit have more vehicles than the number of garage parking spaces, those excess vehicles which are an Occupant's primary means of transportation on a regular basis may be parked on the driveway of the Unit; provided, however, no vehicles parked in the driveway shall encroach onto the sidewalks in the Community. No on-street parking, other than in connection with special events as approved by the Board of Directors, shall be permitted within the Community. All parking shall be subject to such further reasonable rules and regulations as the Board may adopt from time to time. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers,

motorcycles, minibikes, scooters, go-carts, golf carts, trucks, campers, buses, vans and automobiles. All homes shall contain a garage; carports shall not be permitted. Garage doors should be kept closed at all times, except during times of ingress and egress from the garage. Garages shall be used primarily for parking of vehicles and shall not be used for storage or other purposes. No vehicle may be left upon any portion of the Community, except in a garage or other area designated in writing by the Board, for a period longer than five (5) 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. No towed vehicle, boat, personal watercraft, recreational vehicle, motor home, trailer, motorcycle, minibike, scooter, go-cart, golf cart, commercial vehicle, camper, bus or mobile home shall be regularly stored in the Community or temporarily kept in the Community, except if kept in a garage or other area designated in writing by the Board, for periods longer than twenty-four (24) hours (the intent of this provision is that the aforementioned vehicles may not be stored in the Community except on a garage located on a Unit except and the temporary removal of such vehicle to break the continuity of the twenty-four (24) hours shall not be sufficient to establish compliance with this restriction). 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.

Commercial vehicles shall not be permitted on any portion of the Community, including, without limitation, on any Unit, except if kept in an enclosed garage; provided, however, construction, service, and delivery vehicles shall be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Property; and provided, further, that this provision shall not apply to federal, state, or local governmental law enforcement vehicles. The term "commercial vehicles" as used herein, shall include, without limitation, any vehicle which bears the indicia of commercial use, including but not limited to writing, logos, ladders, ladder racks, or vehicles which are not primarily used for the transportation of passengers or having visible work equipment stored in or on the vehicle. No eighteen wheel trucks or the cabs of such trucks or trucks with a load capacity in excess of three-quarters of a ton shall be parked, kept or stored within the Community except during the time reasonably necessary to provide service or delivery within the Community.

If any vehicle is parked in violation of this Section or in violation of the Association's rules and regulations, the Board or agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of the person or entity that will do the towing and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the Board or agent of the Association may have the vehicle towed in accordance with the notice, without further notice to the Owner or user of the vehicle.

If a vehicle is parked such that it is in a fire lane or adjacent to a fire hydrant, is blocking another vehicle, is obstructing the flow of traffic, is parked on any sidewalk or landscaped or grassy area, or otherwise creates a hazardous condition, no notice shall be required and the Board

or agent of the Association may have the vehicle towed immediately. If a vehicle is towed in accordance with this Section, neither the Association nor any director, officer, employee or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

7.6 Animals and Pets. No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any Unit, with the exception of dogs, cats or other usual and common household pets in reasonable number as determined by the Board from time to time; provided, however, in no event shall the total number of pets allowed pursuant to this Section exceed two (2) or such lesser number as may be allowed pursuant to any applicable Cobb County, Georgia ordinances and regulations. No pets shall be kept, bred or maintained for any commercial purpose. No dog runs, runners, or exterior pens for household pets shall be erected or maintained on any Unit unless approved in accordance with the provisions of Article 6 hereof. Pets shall at all times when outside the dwelling on a Unit or on the Common Property be supervised and be kept on a leash or otherwise under physical control. All pets shall be registered, licensed and inoculated if and as required by law. Animal control authorities shall be permitted to enter the Community to patrol and remove unlicensed pets. An Owner shall not allow any animal waste to remain on any portion of a Unit or any other portion of the Community. Pet waste deposited on a Unit or any other portion of the Community must be immediately removed and disposed of by the owner of the pet or the person responsible for the pet. The Association may adopt reasonable rules and regulations designed to minimize damage and disturbance to other Owners and Occupants, including regulations requiring damage deposits, waste removal, leash controls, noise controls, and occupancy limits based on size and facilities of the Unit. The Board may require that any animal which, in the Board's sole opinion, endangers the health of any Owner or Occupant, or creates a nuisance or unreasonable disturbance, be permanently removed from the Community upon seven (7) days written notice. If the Owner or occupant fails to do so, the Board may remove the animal. Any animal which, in the Board's sole discretion, presents an imminent danger to the health, safety or property of any Person may be removed by the Board without prior notice to the animal's owner. Any Owner or occupant who keeps or maintains any animal within the Community shall be deemed to have agreed to indemnify and hold harmless the Association and its directors, officers, employees and agents from and against any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such animal within the Community.

7.7 Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on a Unit. No property within the Community shall be used for the storage of anything that will cause such property 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 carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any Person using any property 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 exterior speakers, horns, whistles, sirens, bells, amplifiers or other sound devices, except such devices as may be used exclusively for security purposes, screaming, shouting, excessively loud talking, fighting, raucous behavior, insobriety, playing loud music or television, use of any alarm, equipment or device, mechanical or otherwise which creates or produces excessively loud sounds, vibrations or any other conduct which creates any noxious or offensive odors outside a home shall be permitted, located, used, placed, installed or maintained on any Unit, or any portion thereof. The inconvenience complained of shall not be fanciful, or such as would affect only one of fastidious taste, but it shall be such as would affect an ordinary, reasonable person as determined in a particular instance by the Board.

7.8 Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken in any part of the Community except within a garage on a Unit.

7.9 Antennae. No exterior antenna, receiving dish or similar apparatus of any kind for receiving or transmitting radio or video signals shall be placed, allowed or maintained upon any portion of the Community, including any Unit, unless approved in accordance with the provisions of Article 6 hereof; provided, however, no such approval shall be necessary to install the following on a Unit: (a) antennae designed to receive direct broadcast satellite services, including direct-to-home satellite services or to receive or transmit fixed wireless signals via satellite that are one meter or less in diameter; (b) antennae designed to receive video programming services via multi-point distribution services or to receive or transmit fixed wireless signals other than via satellite that are one meter or less in diameter or diagonal measurement; or (c) antennae that are designed and intended to receive television broadcast signals. Owners shall install any permitted antennae on the rear of the Unit unless an acceptable quality signal cannot otherwise be obtained. Owners shall be prohibited from installing antennae on the roof of a dwelling located on a Unit unless an acceptable quality signal cannot otherwise be obtained. Any antennae installed by an Owner which is not located on the rear of a dwelling should be placed so that it is screened from view of neighboring Units or Common Property. To the extent that this provision may conflict with the rules and regulations of the Federal Communications Commission, the rules and regulations of the Federal Communications Commission shall govern.

7.10 Tree Removal. The Association and Owners shall comply with all zoning conditions and local ordinances applicable to tree removal. Any Owner shall obtain approval in accordance with Article 6 hereof for the removal of any tree; provided, however, no approval shall be required to remove any tree that is diseased, dead or fallen.

7.11 Drainage. Catch basins, retention ponds, detention ponds, 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, retention ponds, detention ponds,

drainage swales, storm sewers or storm drains without approval in accordance with the provisions of Article 6 hereof.

7.12 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, shrub or other planting or thing shall be placed or permitted to remain where, in the opinion of the Board of Directors, it would create an unsafe condition.

7.13 Garbage Cans, Woodpiles, Etc. All garbage cans, recycling bins, woodpiles, filters and related equipment, and other similar items shall, to the extent reasonably practicable, be kept in the garage or located or screened so as to be concealed from view from neighboring streets and property. All rubbish, trash, garbage, recycling materials and yard waste shall be regularly removed and shall not be allowed to accumulate. Trash, garbage, construction waste, or other non-organic waste matter of any kind may not be burned within the Community. No garbage, trash, yard waste or other debris shall be placed on the Common Property, temporarily or otherwise except as specifically provided herein to facilitate trash pick-up. The Board shall have the right, but not the obligation, to designate a private trash, recycling and/or yard waste removal company for the entire Community and/or a particular pick-up day throughout the entire Community. Notwithstanding the foregoing, the Association reserves the right, but is not obligated, to contract with a private trash, recycling and/or yard waste removal company for the benefit of all Owners and Occupants within the Community and include a fee for such service as part of a general assessment pursuant to Section 4.3 of this Declaration. While the removal of normal household trash, recycling and/or yard waste, as the case may be, will be covered by any such contract, additional charges may be incurred for the removal of used appliances or other large items. Any such additional charges incurred by the Association may be specifically assessed against the applicable Unit pursuant to Section 4.5 hereof. Trash, recycling and yard waste receptacles shall be placed at the curb no earlier than 6:00 p.m. the day before pick up and shall be removed no later than 9:00 p.m. the day of pick up, as the case may be. All Owners and Occupants shall comply with any Cobb County, Georgia ordinances and regulations regarding collection of garbage, recycling materials and yard waste applicable to homes with public pick-up services; and garbage, recycling and yard waste collection shall also be subject to such reasonable rules and regulations as the Board of Directors may adopt from time to time.

7.14 Subdivision of Unit. No Unit shall be subdivided or its boundary lines changed except with the prior written approval in accordance with the provisions of Article 6 hereof.

7.15 Firearms and Fireworks. The display or discharge of firearms or fireworks within the Community is prohibited; provided, however, that the display of lawful firearms is permitted by law enforcement officers and also is permitted for the limited purpose of transporting firearms to or from a dwelling on a Unit. The term "firearms" includes "B-B" guns, pellet guns, paint-ball guns, archery equipment, including, without limitation, bows and arrows, and firearms of all types, regardless of size. The term "fireworks" shall include, but not be limited to, those items as listed in O.C.G.A. Section 25-10-1, as amended.

7.16 Fences and Walls. No fence or wall or fencing-type barrier or wall-type barrier of any kind shall be placed, erected, allowed or maintained upon any Unit without prior written approval in accordance with the provisions of Article 6 hereof. Guidelines detailing acceptable fence and/or wall styles or specifications may be issued pursuant to Article 6, but in no event may a chain link, hog wire or barbed wire fence be approved; provided, however, the Association may erect any type of fence or wall on the Common Property or elsewhere within the Community as it may deem appropriate or as necessary to satisfy the requirements of any law, regulation or governmental entity or for the health and safety of Owners and Occupants.

7.17 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.

7.18 Heating and Air-Conditioning Units. No window heating and/or air conditioning units may be installed in a dwelling on a Unit.

7.19 Lighting. Exterior lighting on any Unit visible from the street shall not be permitted, except for: (a) approved lighting as originally installed on a Unit; (b) one decorative post light; (c) street lights in conformity with an established street lighting program for the Community; (d) reasonable seasonal decorative lights displayed during the usual and common season(s), as the same may be determined from time to time by the Board of Directors; or (e) other lighting approved under and pursuant to Article 6 hereof or otherwise consistent with applicable architectural guidelines and/or landscaping guidelines adopted hereunder.

7.20 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 Board of Directors and unless approved in accordance with the provisions of Article 6 hereof.

7.21 Artificial Vegetation, Gardens, Play Equipment, Exterior Sculpture, Water Features and Similar Items. No artificial vegetation shall be permitted on the exterior of any property. No vegetable garden, hammock, statuary, play equipment (including, without limitation, basketball goals and trampolines), exterior sculpture, fountains or water features may be erected on any Unit, without the prior written approval in accordance with the provisions of Article 6 hereof and compliance with written guidelines established under Article 6 hereof, as applicable. Any vegetable garden, hammock, statuary, play equipment or pool approved pursuant to Article 6 hereof must be located between the rear of the dwelling and the rear lot line and otherwise in compliance with the written guidelines promulgated pursuant to Article 6 hereof.

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

7.23 Clotheslines. No exterior clotheslines of any type or similar items shall be permitted upon any Unit, nor shall any clothing, rugs or other items be hung on any railing, fence hedge or wall outside of any Unit.

7.24 Entry Features. Owners shall not alter, remove or add improvements to any entry features constructed on any Unit, or any part of any easement area associated therewith, without prior approval in accordance with the provisions of Article 6 hereof.

7.25 Outbuildings and Similar Structures. No structure, including, without limitation, any trailer, tent, shack, carport, garage, barn or other outbuilding, shall be erected or allowed to remain on any Unit without prior written approval in accordance with the provisions of Article 6 hereof; and no trailer, camper, shack, tent, carport, garage, barn or other outbuilding or structure may be used as a residence, either temporarily or permanently.

7.26 Window Treatments. All windows shall have window treatments and any portion thereof visible from outside the Unit shall be white or off-white in color, unless otherwise approved in accordance with Article 6 hereof or otherwise consistent with applicable architectural guidelines, if any. No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades or for any other purpose. Bed sheets, blankets, towels, black plastic, paper and similar type items shall not be used as window treatments.

7.27 Decks, Patios and Porches. No laundry, garments, towels or objects other than potted plants, grills and patio furniture, shall be placed on a deck, patio, porch or similar structure, except as may be authorized by the Board of Directors pursuant to Article 6 hereof. Objects shall not be permitted to hang over or be attached to any deck, patio, porch or similar structure or to otherwise protrude outside of the vertical plane formed by the exterior surface of a deck, patio, porch or similar structure. No deck, patio, porch or similar structure shall be enclosed without prior approval in accordance with the provisions of Article 6 of the Declaration.

7.28 Swimming Pools. No swimming pool shall be constructed, erected or maintained upon any Unit without prior written approval by the Board of Directors and in no event shall any above-ground swimming pool be permitted; provided, however, the Board may promulgate guidelines pursuant to Article 6 hereof regarding placement of portable wading pools on a Unit.

7.29 Flags. No flags may be displayed on any Unit without prior written approval in accordance with the provisions of Article 6 hereof or otherwise in accordance with applicable architectural guidelines adopted hereunder; provided, however no such approval shall be required to display the flag of the United States of America and the current flag of the State of Georgia on a Unit in accordance with the provisions of the U.S. Flag Code (36 US Code 10) and usual and customary practice. The Board of Directors of the Association may promulgate reasonable rules and regulations with respect to the display of flags in the Community, including, without limitation, regulating the size of flags that may be displayed and reasonable time, place and manner restrictions pertaining to the display of the United States flag; provided, however, the Association shall not enact any rule or regulation which has the effect of prohibiting any

Owner from displaying the flag of the United States of America on a Unit in the Community in contravention of the Freedom to Display the America Flag Act of 2005.

7.30 Traffic Regulations. All vehicular traffic on the private streets, roads and alleys in the Community shall be subject to the provisions of the state and local laws concerning operation of motor vehicles on public streets. The Association, acting through the Board, is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including reasonable safety measures and speed limits and including modifications of those in force on public streets, within the Community. The Association shall be entitled to enforce the same by establishing such enforcement procedures as it deems appropriate, including levying fines for the violation thereof. In the event of a conflict between such provisions of state and local laws and such rules and regulations promulgated by the Association, the rules and regulations of the Association shall govern. Only drivers properly licensed to operate motor vehicles on the public roads within the State of Georgia may operate any type of motor vehicle within the Community. All vehicles of any kind and nature which are operated on the streets in the Community shall be operated in a careful, prudent, safe, and quiet manner and with due consideration for the rights of all Owners and Occupants.

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 Board of Directors shall obtain casualty insurance for all insurable improvements located on the Common Property and for all insurable improvements whether or not located on the Common Property, which the Association is obligated to maintain; provided, however, nothing herein shall require the Association to insure any property or improvements required to be insured by an Owner pursuant to Section 8.2 hereof. 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' liability insurance. The public liability policy shall have a combined single limit of at least One Million Dollars (\$1,000,000.00). 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 cover the maximum funds that will be in the custody of the Association or its management agent at any time while the policy is in force, or any lesser amount of fidelity coverage allowable under the applicable Fannie Mae guidelines. 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 Unit 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 Units and any and all other insurable improvements thereon, 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 Unit and all structures constructed thereon, and a liability policy covering damage or injury occurring on a Unit. 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 and shall name the Association as an additional insured. Upon request by the Board, the Unit Owner shall furnish a copy of such insurance policy or policies to the Association. In the event that any such Unit Owner fails to obtain insurance or to provide copies of the policy or policies as required by this section, the Association may, but shall not be obligated to, purchase such insurance on behalf of the Unit Owner and specifically assess the cost thereof to the Unit Owner in accordance with Section 4.5 hereof.

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 sixty (60) days after the casualty, a proposal not to repair or reconstruct such property is approved by at least two-thirds (2/3) 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 sixty (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 Unit. Additional assessments may be made in like 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 excess 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 in a neat and attractive condition consistent with the Community-Wide Standard and this Declaration.

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 Unit shall be repaired or reconstructed by the Owner thereof in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article 6 of this Declaration. Said repair or reconstruction shall be completed within seventy-five (75) days after such damage or destruction or, where repairs cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable period of time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Unit (provided such improvements are not attached by party wall to improvements located on one or more adjacent Units) and remove all debris therefrom within seventy-five (75) days after such damage or destruction and thereafter shall maintain said Unit in a neat and attractive, landscaped condition consistent with the Community-Wide Standard and this Declaration. The Owner shall pay all costs which are not covered by insurance proceeds.

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 Unit 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 Unit 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 Unit 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 Unit 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 Financial Records. Upon 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 financial statements of the Association within ninety (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 Unit 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 General. Each Unit shall be subject to those easements, if any, shown or set forth on the recorded subdivision plat(s) for the Community, as amended from time to time, those easement established in the Original Declaration, as well as the easements now or hereafter established by the Association in this Declaration or by any other documents recorded in the Office of Superior Court of Cobb County, Georgia.

10.2 Easements for Use and Enjoyment. Every Owner of a Unit shall have a right and easement of ingress and egress, use and enjoyment in and to: (i) the Common Property and (ii) those portions of other Units designed or used for ingress or egress to or from such Unit (but specifically excluding any dwelling located upon any other Unit), which easement shall be appurtenant to and shall pass with the title to such Owner's Unit, subject to the following provisions:

(i) the right of the Association to charge reasonable admission and other fees for the use of any portion of the Common Property, to limit the number of guests of Unit Owners and tenants who may use the Common Property;

(ii) the right of the Association to suspend the voting rights of a Unit Owner and/or the right of an Owner to use the recreational facilities in the Community, if any, for any period during which any assessment against such Owner's Unit which is hereby provided for remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, Bylaws, or rules and regulations;

(iii) the right of the Association to borrow money for the purpose of improving the Common Property, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon, and give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of any Unit or Unit Owner, or the holder of any Mortgage, irrespective of when executed, given by any Unit Owner encumbering any Unit or other property located within the Community (Any provision in this Declaration or in any such Mortgage given by the Association to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of any Unit or Unit Owner, or the holder of any Mortgage, irrespective of when executed, given by any Unit Owner encumbering any Unit or other property located within the Community.);

(iv) the right of the Association to dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by at least a majority of the Owners present, or represented by proxy, at a meeting duly called for such purpose;

(v) all other rights of the Association, Owners and Occupants or other Persons set forth in this Declaration, any Supplementary Declaration or in any deed conveying Common Property to the Association, including, without limitation, the rights of Persons, if any, holding rights to use the recreational facilities granted by Declarant pursuant to the Original Declaration; and

(vi) all encumbrances and other matters shown by the public records affecting title to the Common Property.

10.3 Delegation of Use. Any Unit Owner may delegate his or her right of use and enjoyment in and to the Common Property and facilities located thereon to the tenants who occupy the Unit and shall be deemed to have made a delegation of all such rights to the Occupants of any leased Unit.

10.4 Easements for Encroachment. There shall be reciprocal appurtenant easements for encroachment as between each Unit and such portion or portions of the Common Property adjacent thereto or as between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration or the Original Declaration, as applicable) to a distance of not more than five (5) feet, as measured from any portion on the common boundary between each Unit and the adjacent portion for the Common property or as between adjacent Units, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, tenant or the Association.

10.5 Easement for Utilities. There is hereby reserved to the Association blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, 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. It shall be expressly permissible for the Association or its designee, as the case may be, to install, repair, replace and maintain or to authorize the installation, repairing, replacing and maintaining of such wires, conduits, cables and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board shall have the right to grant such easement.

10.6 Easement for Entry. The Association shall have an easement to enter into any Unit for emergency, security, safety, and for other purposes reasonably necessary for the proper maintenance and operation of the Community, which right may be exercised by the Association's Board of Directors, officers, agents, employees or managers. Except in an emergency situation, entry into Units shall be only during reasonable hours and after notice to the Owner. It is intended that this right of entry shall include (and this right of entry shall include) the right of the Association to enter a Unit to cure any condition which may increase the possibility of a fire or

other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

10.7 Easement for Private Alleys and Streets. Declarant under the Original Declaration established perpetual, non-exclusive right-of-way easement for vehicular and pedestrian access, ingress and egress over and across the private alleys and streets within the Community as the same may be shown on the recorded subdivision plat(s) for the Community. The right-of-way easements therein granted permit joint usage of such easement by: (a) the Owners and Occupants of Units in the Community served thereby, (b) the legal representatives, successors and assigns of the Owners of Units in the Community served thereby, and (c) invitees and licensees of the Owners and Occupants of Units in the Community served thereby.

Article 11 Restriction on Leasing

11.1 Leasing. In order to protect the equity of the individual Owners, to carry out the purpose for which the Association was formed by preserving the character of the Community as a homogenous residential community of predominantly owner-occupied homes and by preventing the Community from assuming the character of a renter-occupied neighborhood, and to comply with the eligibility requirements for financing in the secondary mortgage market insofar as such criteria provide that the project be substantially owner-occupied, leasing of Units shall be governed by the restrictions imposed by this Article. The Board of Directors shall have the authority to make and enforce reasonable rules and regulations in order to enforce this Article, including the right to impose fines for violations constituting a lien upon the Unit sold or leased pursuant to this Declaration and the Act. The Board shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Declaration and Bylaws, in order to enforce the provisions of this Article. Any transaction which does not comply with this Article shall be voidable at the option of the Board of Directors. Except as provided herein, the leasing of Units shall be prohibited.

11.2 Definition. Leasing means the regular, exclusive occupancy of a Unit by any Person(s) other than the Owner for which the Owner received any consideration or benefit, including, but not limited to, a fee, rent, service, gratuity or emolument. For purposes hereof the following shall not constitute leasing: (i) occupancy by a roommate of an Owner Occupant; (ii) occupancy by a member of the Owner's family, (iii) occupancy by one or more wards if the Unit is owned by their legal guardian, or (iv) occupancy by one or more beneficiaries of a trust if the Unit is owned in trust by the trustee.

11.3 General. No Owner of a Unit may lease his or her Unit or any portion(s) thereof except as provided below for cases of undue hardship.

11.4 Undue Hardship. Notwithstanding the provisions of Section 11.3 above, the Board of Directors shall be empowered to allow reasonable leasing of a Unit upon application and approval in accordance with this Article to avoid undue hardship, which may include, without limitation, the following situations: (1) a Unit Owner must relocate his or her residence outside the Atlanta metropolitan area and cannot, within six (6) months from the date that the Unit was

placed on the market, sell the Unit except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) the Owner dies and the Unit is being administered by his or her estate; or (3) the Owner temporarily relocates and intends to return to reside in the Unit, in which case the Unit Owner must reapply every year for renewal of the hardship exception. Those Owners who have complied with this Section, have demonstrated that the inability to lease their Unit would result in undue hardship, and have obtained the requisite written approval of the Board may lease their Units for such duration as the Board reasonably determines is necessary to prevent undue hardship.

Any Owner who believes that he or she must lease his or her Unit to avoid undue hardship shall submit a written application to the Board setting forth the circumstances necessitating the leasing, a copy of the proposed lease, and such other information as the Board may reasonably require. Leasing in the case of undue hardship shall be permitted only upon the Board's written approval of the Owner's application. When an application is approved, the Owner shall provide the Board with the name and phone number of the lessee and the Owner's address other than at the Unit and other such information as the Board may reasonably require within ten (10) days after a lease has been signed by both parties.

Those Owners who have complied with this Section, have demonstrated that the inability to lease their Unit would result in undue hardship and have obtained the requisite written approval of the Board of Directors may lease their Units in accordance with Section 11.5 below for such duration as the Board of Directors reasonably determines is necessary to prevent undue hardship. Each Owner permitted to lease his or her Unit in accordance with this subsection shall be required to reapply each and every year or with such other frequency as may be determined by the Board of Directors from time to time for renewal of the hardship exception.

11.5 Leasing Provisions. Such leasing as is permitted by this Article shall be governed by the following provisions:

(a) General. Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. All leases shall be in writing. There shall be no subleasing or assignment of leases unless approved in writing by the Board. All leases must be for an initial term of at least one (1) year, except with express written Board approval, which approval shall not be unreasonably withheld in cases of undue hardship. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations and the lease used hereunder shall provide that the Owner has made available to the lessee copies of the Declaration, Bylaws, and the rules and regulations.

(b) Notice. Within ten (10) days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Unit, the phone number of the lessee and the Owner's address and phone number other than at the Unit and other such information as the Board may reasonably require.

(c) Liability for Assessments, Use of Common Property, and Compliance with Declaration, Bylaws, and Rules and Regulations. Each Owner covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(i) Compliance with Declaration, Bylaws, and Rules and Regulations. Lessee shall abide and comply with all provisions of the Bylaws, this Declaration, and any rules and regulations and architectural and landscaping guidelines adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure such compliance. Owner agrees to cause all Occupants of his or her Unit to comply with the Bylaws, this Declaration, and any rules and regulations and architectural and landscaping guidelines adopted pursuant thereto and is responsible for all violations caused by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any violation of the Bylaws, this Declaration, and any rules and regulations and architectural and landscaping guidelines adopted pursuant thereto. In the event that the lessee or a person living with the lessee violates the Bylaws, this Declaration, the rules and regulations or architectural or landscaping guidelines for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with the this Declaration and the Bylaws. If the fine is not paid by the lessee within the time period established by the Board of Directors, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.

Any violation of the Bylaws, this Declaration, and any rules and regulations and architectural and landscaping guidelines adopted pursuant thereto by the lessee, any Occupant, or any guest of the lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from violations of the Declaration, Bylaws and rules and regulations of the Association adopted thereunder, including the power and authority to terminate the lease without liability upon such violation(s) and to evict the lessee and/or the Occupant(s) as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof, it being hereby agreed that in such instance the Association shall have standing to terminate the lease and initiate dispossessory proceedings against the lessee and/or the Occupant(s). In the event the Association proceeds to evict the lessee and/or the Occupant(s) of a Unit, any costs, including reasonable attorney's fees actually incurred and court costs, associated with the eviction shall be an assessment and lien against the Unit.

(ii) Use of Common Property. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property of the Association, including, but not limited to, the use of any and all recreational facilities and other amenities, if any.

(iii) Liability for Assessments. When a Unit Owner who is leasing his or her Unit fails to pay any annual, special or specific assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board of Directors, lessee shall pay to the Association all unpaid annual, special and specific 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 with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

11.6 Exemption. This Article shall not apply to any leasing transaction entered into by the Association or an institutional 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. In addition, any Owner of a Unit who was the Owner of said Unit on or before August 27, 1993 through the date this Declaration was recorded in the Cobb County, Georgia land records (the "Effective Date") may lease said Unit until such time as title to said Unit is conveyed to any Person other than the Owner holding record title to said Unit as of the Effective Date hereof, and said Owner shall not be required to demonstrate undue hardship as a prerequisite to the leasing of said Unit, provided the tenant complies with all regulations pertaining to the use of the Unit, including, without limitation, the provisions of Section 11.5 hereof. Upon the transfer of title described in this Section, the new Owner shall be subject to all provisions of this Article and shall not be authorized to lease said Unit except in cases of undue hardship in accordance with Section 11.4 hereof.

Article 12 General Provisions

12.1 Enforcement. Each Owner and Occupant shall comply strictly with the Bylaws, rules and regulations, architectural guidelines, landscaping guidelines 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 plat(s) for the Community and in the deed to such Owner's Unit, if any. 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, and the Board may count each day a violation continues after notice thereof as a separate violation. Failure to comply with this Declaration, the Bylaws, the rules and regulations, architectural guidelines or landscaping guidelines shall be grounds for an action to recover sums due for damages or injunctive relief or both, including, without limitation, reasonable attorney's fees actually incurred, 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, architectural guidelines or landscaping guidelines and to assess the cost of recording and removing such notice against the Unit of the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

12.2 Occupants Bound. All provisions of the Declaration, Bylaws, rules and regulations, use restrictions, architectural guidelines and landscaping 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, architectural guidelines and landscaping guidelines. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not timely paid, the fine may then be levied against the Owner.

12.3 Self-Help. In addition to any other remedies provided for herein, the Association, acting through the Board of Directors or its duly authorized agents shall have the power to enter upon any Unit 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, architectural guidelines, landscaping guidelines or the use restrictions. Unless an emergency situation exists, the violating Owner shall be given ten (10) days' written notice of the intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after giving any notice required by law and by this Declaration. All costs of self-help, including, without limitation, reasonable attorney's fees actually incurred, shall be assessed against the violating Owner as a specific assessment.

12.4 Duration. The covenants, conditions, restrictions and easements contained in this Declaration shall run with and bind the Community, and shall inure to the benefit of and shall be enforceable by the Association and any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent provided by law; provided, however, if and to the extent that, Georgia law limits the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time, any such provision(s) shall be (a) automatically extended for successive periods of twenty (20) years (or the maximum period allowed by applicable law, if less), unless a written instrument signed by the then Owners of at least two-thirds (2/3) of the Units has been recorded within the year immediately preceding the beginning of a twenty (20) year renewal period agreeing to change such provisions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated to the extent specified therein; or (b) extended, renewed, modified or terminated as otherwise provided herein or by applicable law.

12.5 Amendment. The Association, acting through the Board of Directors and without any further consent or action on the part of the members, may amend this Declaration for those specific purposes permitted under Georgia law, including, without limitation, if such amendment is necessary to bring any provision hereof into compliance with the provisions of the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, *et seq.* In addition, this Declaration may be amended upon the affirmative vote or written consent, or any combination of affirmative

vote or written consent, of Owners holding at least two-thirds (2/3) of the Total Association Vote. 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. The amendments authorized by this Section may be of uniform or non-uniform application and Owners shall be deemed to have agreed that the Declaration may be amended as provided herein and that any rule of law requiring unanimous approval of amendments having a non-uniform application shall not apply. Amendments to this Declaration shall become effective upon recordation unless a later effective date is specified therein.

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

12.8 Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer.

12.9 Preparer. This Declaration was prepared by Michael E. Leavey, Dorough & Dorough, LLC, Attorneys at Law, Two Decatur TownCenter, 125 Clairemont Avenue, Suite 520, Decatur, Georgia 30030.

12.10 Notices. Notices provided for in this Declaration or the Articles or Bylaws shall be in writing, and shall be addressed to an Owner at the address of the Unit or to the Association at the address of its registered agent on file with the Georgia Secretary of State. Any Owner may designate a different address for notices to such Owner by giving written notice to the Association. Owners shall keep the Association advised of their current address and phone numbers where they can be reached. Notices addressed as above shall be mailed by United States Registered or Certified Mail, return receipt requested, postage paid, or delivered in person, including delivery by Federal Express or other reputable courier service. The time period in which a response to any such notice must be given or any action taken with respect thereto, shall commence to run from the date of personal delivery or date of receipt shown on the return receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice sent.

12.11 No Discrimination. No action shall be taken by the Association or the Board of Directors which would discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status, disability or sexual orientation.

12.12 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.

12.13 Notice of Sale, Lease or Acquisition. Prior to the sale or lease of a Unit, 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 a sale or transfer of title to a Unit, the transferring Owner shall provide the new Owner with copies of the Declaration, Bylaws, and the rules and regulations of the Association. Upon acquisition of a Unit, 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. All Owners shall keep the Association apprised of any change in name, address or telephone number

12.14 Agreements. 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.

12.15 Variations. 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.

12.16 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least two-thirds (2/3) of the Total Association Vote. This Section shall not apply to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided herein, (c) proceedings involving challenges to *ad valorem* taxation, (d) counterclaims brought by the Association in proceedings instituted against it, or (e) actions brought by the Association against any contractor, vendor, or supplier of goods or services arising out of a contract for goods or services to which the Association is a party. This Section shall not be amended unless such amendment is made as provided herein or is approved by the percentage votes necessary to institute proceedings as provided above.

12.17 Security. ALL OWNERS, OCCUPANTS, GUESTS, LICENSEES, AND INVITEES, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS, AND THE ARCHITECTURAL CONTROL COMMITTEE, IF ANY, DO NOT REPRESENT OR WARRANT THAT ANY SAFETY OR SECURITY MEASURES WILL BE IMPLEMENTED IN THE COMMUNITY OR, IF IMPLEMENTED, THAT SUCH SAFETY OR SECURITY MEASURES MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT ANY SUCH SAFETY OR SECURITY MEASURES WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THEY ARE DESIGNED. EACH OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, THE BOARD OF DIRECTORS AND THE ARCHITECTURAL CONTROL COMMITTEE, IF ANY, ARE NOT INSURERS OR PROVIDERS OF SAFETY OR SECURITY AND SHALL HAVE NO DUTY TO PROVIDE ANY SAFETY OR SECURITY ON THE COMMON PROPERTY OF THE COMMUNITY OR OTHERWISE; AND THAT EACH OWNER, OCCUPANT, GUEST, LICENSEE, AND INVITEE ASSUMES ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, THE BOARD OF DIRECTORS, AND THE ARCHITECTURAL CONTROL COMMITTEE, IF ANY, HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SAFETY OR SECURITY MEASURES IMPLEMENTED OR APPROVED.

12.18 Submission to Georgia Property Owners' Association Act; Conflict. The property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject to the Georgia Property Owners' Association Act, O.C.G.A. 44-3-220, *et seq.* (the "Act"). In the event of a conflict between the provisions of this Declaration and the provisions of the Act then to the extent that the provisions of the Act cannot be waived by agreement, the Act shall control.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Association hereby executes this instrument under seal,
this _____ day of _____, 2008.

ASSOCIATION:

**COURTYARDS OF VININGS OWNERS
ASSOCIATION, INC.**, a Georgia nonprofit
corporation

By: _____
Name: _____
Title: President

Attest: _____
Name: _____
Title: Secretary

Signed, sealed and delivered
in the presence of

[AFFIX CORPORATE SEAL]

WITNESS

NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARY SEAL]

EXHIBIT "A"
Sworn Statement of President of
Courtyards of Vinings Owners Association, Inc.

STATE OF GEORGIA

COUNTY OF COBB

Re: Courtyards of Vinings Owners Association, Inc.

Personally appeared before me, the undersigned deponent who, being duly sworn, deposed and said on oath that:

1. Deponent is the President of Courtyards of Vinings Association, Inc.
2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein are of his own personal knowledge.
3. The foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Courtyards of Vinings Owners Association, was approved by the affirmative vote, written consent or a combination thereof of at least a majority of the Class "A" members as provided by law and the Original Declaration.
4. The Amended and Restated Bylaws of Courtyards of Vinings Owners Association, Inc., attached to the foregoing Declaration as Exhibit "C", was approved by the affirmative vote, written consent or a combination thereof of at least a majority of the Class "A" members as provided by law and the Original By-Laws.
5. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Section 44-2-20.

This the ____ day of _____, 2008.

By: _____
Name: _____
Title: President

Sworn to and subscribed before me
this ___ day of _____, 2008:

Notary Public

[AFFIX NOTARY SEAL]

EXHIBIT "B"
Property Description

UNIT 1 - LOTS 1 - 9

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 907, 908, and 954 of the 17th District, 2nd Section, Cobb County, Georgia, being more particularly described as follows:

BEGINNING at a point marked by an iron pin which is the intersection of the common corners of Land Lots 907, 908, 953, and 954, said District, Section and County, thence along the common line dividing Land Lots 953 and 954 North 88° 55' 57" East 151.54 feet to an iron pin found; thence South 00° 20' 30" East 140.01 feet to an iron pin found; thence South 18° 06' 42" East 70.00 feet to a point; thence South 87° 27' 05" West 362.80 feet to a point; thence North 19° 35' 44" West 52.98 feet to a point; thence North 48° 02' 10" East 32.92 feet to a point; thence 60.61 feet through the arc of a circle having a radius of 98.27 feet and being subtended on its western side by a 59.65 foot chord bearing North 30° 22' 03" East to a point; thence North 04° 42' 35" East 31.02 feet to a point; thence North 00° 50' 37" West 45.47 feet to a point; thence North 09° 14' 51" West 41.98 feet to a point; thence 20.67 feet through the arc of a circle having a radius of 35.33 feet and being subtended on its eastern side by a 20.38 foot chord bearing North 07° 51' 23" West to a point; thence 33.90 feet through the arc of a circle having a radius of 125.00 feet and being subtended on its northern side by a 33.80 foot chord bearing North 59° 47' 05" East to a point; thence 35.29 feet through the arc of a circle having a radius of 125.00 feet and being subtended on its northern side by a 35.17 foot chord bearing North 43° 55' 38" East to a point; thence South 51° 30' 57" East 134.78 feet to a point, which is the True Point of Beginning, being the same property shown on Boundary Survey, Phase I and Driveway Easement for Courtyards of Vinings, Unit 1, by P. T. & B Engineering, Inc., dated October 8, 1986, recorded November 20, 1986, in Plat Book 111, page 70, as revised and rerecorded in Plat Book 116, Page 16, in the records of the Superior Court of Cobb County, Georgia.

TOGETHER WITH a non-exclusive, perpetual ingress and egress easement for pedestrian and motor vehicular passage to the owners and holders of security interests in Lots 1 through 26 as shown on the above and below referenced plats, the owners and-holders of security interests in all lots of future phases submitted to the Declaration, and anyone claiming by, through, or under them for the use and enjoyment of a right-of-way over, across, and through that tract or parcel of land lying and being in Land Lots 907 and 908 of the 17th District, 2nd Section, Cobb County, Georgia, being more particularly described as follows:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 907 and 908, of the 17th District, 2nd Section, of Cobb County, Georgia, being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a point marked by an iron pin which is the intersection of the common corners of Land Lots 907, 908, 953, and 954, said District, Section, and County, thence along the common line dividing Land Lots 953 and 954 North $88^{\circ} 55' 57''$ East 151.54 feet to an iron pin found; thence South $00^{\circ} 20' 30''$ East 140.01 feet to an iron pin found; thence South $18^{\circ} 06' 42''$ East 70.00 feet to a point; thence South $87^{\circ} 27' 05''$ West 362.80 feet to a point; thence North $19^{\circ} 35' 44''$ West 52.98 feet to a point, which is the TRUE POINT OF BEGINNING; thence North $48^{\circ} 02' 10''$ East 32.92 feet to a point; thence 60.61 feet through the arc of a circle having a radius of 98.27 feet and being subtended on its western side by a 59.65 foot chord bearing North $30^{\circ} 22' 03''$ East to a point; thence North $04^{\circ} 42' 35''$ East 31.02 feet to a point; thence North $00^{\circ} 50' 37''$ West 45.47 feet to a point; thence North $09^{\circ} 14' 51''$ West 41.98 feet to a point; thence 20.67 feet through the arc of a circle having a radius of 35.33 feet and being subtended on its eastern side by a 20.38 foot chord bearing North $07^{\circ} 51' 23''$ West to a point; thence 44.93 feet through the arc of a circle having a radius of 125.00 feet and being subtended on its northern side by a 44.69 foot chord bearing South $77^{\circ} 51' 08''$ West to a point; thence South $588^{\circ} 09' 01''$ West 2.76 to a point thence South $11^{\circ} 39' 23''$ East 102.52 feet to a point; thence 31.21 feet through the arc of a circle having a radius of 52.71 feet and being subtended on its western side by a 30.75 foot chord bearing South $04^{\circ} 09' 47''$ West to a point; thence South $21^{\circ} 11' 54''$ West 19.82 feet to a point; thence 41.78 feet through the arc of a circle having a radius of 81.19 feet and being subtended on its western side by a 41.32 foot chord bearing South $38^{\circ} 16' 24''$ West to a point; thence South $34^{\circ} 29' 55''$ East 24.27 feet to a point, which is the POINT OF BEGINNING, being the same property shown as "Courtyard Drive (Private Drive)" on the plat above-referenced.

TOGETHER WITH:

UNIT TWO - Lots 10-15

All that tract or parcel of land lying and being in Land Lot 907 of the 17th District, 2nd Section of Cobb County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, BEGIN at a point located at the intersection of the southerly right of way line of Tanglewood Drive (50' right-of-way) with the North line of Land Lot 907; run thence 74.83 feet through the arc of a circle having a radius of 100.00 feet and being subtended by a 73.10

foot chord bearing North 68 degrees 47 minutes 46 seconds East to a point located on the south right of way line of Tanglewood Drive; thence North 88 degrees 09 minutes 01 seconds East, 260.83 feet to a point; thence South 11 degrees 39 minutes 23 seconds East 102.52 feet to a point; thence 31.21 feet through the arc of a circle having a radius of 52.71 feet and being subtended by a 30.75 foot chord bearing South 04 degrees 09 minutes 47 seconds West to a point; thence South 21 degrees 11 minutes 54 seconds West, 19.82 feet to a point; thence 41.78 feet through the arc of a circle having a radius of 81.19 feet and being subtended by a 41.32 foot chord bearing South 38 degrees 16 minutes 24 seconds West to a point located on the Northwesterly right of way line of Courtyard Drive (Private Drive); thence South 34 degrees 29 minutes 55 seconds East a distance of 24.27 feet to a point located on the southeasterly right of way line of Courtyard Drive and THE TRUE POINT OF BEGINNING; FROM SAID TRUE POINT OF BEGINNING run thence South 19 degrees 35 minutes 44 seconds East, 52.98 feet to a point; thence South 26 degrees 37 minutes 04 seconds East, 106.36 feet to a point; thence South 10 degrees 56 minutes 53 seconds West, 75.00 feet to a point; thence South 30 degrees 58 minutes 54 seconds West, 127.71 feet to a point; thence South 32 degrees 55 minutes 58 seconds West 56.88 feet to a point; thence North 87 degrees 50 minutes 32 seconds West, 57.54 feet to a point; thence 19.84 feet through the arc of a circle having a radius of 15.00 feet and being subtended by an 18.42 foot chord bearing North 51 degrees 21 minutes 02 seconds West to a point; thence North 01 degrees 36 minutes 55 seconds East, 131.36 feet to a point; thence 9.58 feet through the arc of a circle having a radius of 68.35 feet and being subtended by a 9.57 foot chord bearing North 06 degrees 23 minutes 14 seconds East to a point; thence 29.89 feet through the arc of a circle having a radius of 68.35 feet and being subtended by a 29.65 foot chord bearing North 10 degrees 09 minutes 33 seconds West to a point; thence 19.05 feet through the arc of a circle having a radius of 68.35 feet and being subtended by a 18.99 foot chord bearing North 30 degrees 40 minutes 27 seconds West to a point; thence North 34 degrees 27 minutes 19 seconds West, 21.74 feet to a point; thence North 34 degrees 27 minutes 19 seconds West, 6.03 feet to a point; thence 27.36 feet through the arc of a circle having a radius of 20.04 feet and being subtended by a 25.29 foot chord bearing North 14 degrees 04 minutes 12 seconds East to a point; thence 35.77 feet through the arc of a circle having a radius of 70.35 feet and being subtended by a 35.38 foot chord bearing North 48 degrees 17 minutes 23 seconds East to a point; thence 39.62 feet through the arc of a circle having a radius of 70.35 feet and being subtended by a 39.09 foot chord bearing North 17 degrees 35 minutes 27 seconds East to a point; thence North 28 degrees 16 minutes 19 seconds East, 9.89 feet to a point; thence 27.27 feet through the arc of a

circle having a radius of 113.51 feet and being subtended by a 27.20 foot chord bearing North 47 degrees 19 minutes 33 seconds East to a point; thence North 61 degrees 07 minutes 45 seconds East, 37.02 feet to a point; thence 47.47 feet through the arc of a circle having a radius of 7,914.63 feet and being subtended by a 47.47 foot chord bearing North 61 degrees 35 minutes 15 seconds East to the point of beginning. All as shown by a plat of survey of Courtyards of Vinings, Unit 2, prepared by P. T. & B. Engineering, dated June 4, 1987, recorded in Plat Book 116, Page 15 of the Cobb County, Georgia Records, revised 12-14-87 and rerecorded in Plat Book 119, Page 56, aforesaid records, which plat is incorporated herein by reference and made a part hereof.

TOGETHER WITH a non-exclusive, perpetual ingress and egress easement for pedestrian and motor vehicular passage to the Owners and holders of security interests in Lots 1 through 26 as shown on the above and below referenced plats, and the owners and holders of security interests in all lots of future phases submitted to the Declaration and anyone claiming by, through, or under them for the use and enjoyment of a right-of-way over, across, and through all that tract or parcel of land lying and being in Land Lot 907 of the 17th District, 2nd Section of Cobb County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, BEGIN at a point located at the intersection of the southerly right of way line of Tanglewood Drive with the North line of Land Lot 907; run thence 74.83 feet through the arc of a circle having a radius of 100.00 feet and being subtended by a 73.10 foot chord bearing North 68 degrees 47 minutes 46 seconds East to a point located on the south right of way line of Tanglewood Drive; thence North 88 degrees 09 minutes 01 seconds East, 260.83 feet to a point; thence South 11 degrees 39 minutes 23 seconds East 102.52 feet to a point; thence 31.21 feet through the arc of a circle having a radius of 52.71 feet and being subtended by a 30.75 foot chord bearing South 04 degrees 09 minutes 47 seconds West to a point; thence South 21 degrees 11 minutes 54 seconds West, 19.82 feet to a point; thence 41.78 feet through the arc of a circle having a radius of 81.19 feet and being subtended by a 41.32 foot chord bearing South 38 degrees 16 minutes 24 seconds West to a point located on the Northwesterly right of way line of Courtyard Drive and the TRUE POINT OF BEGINNING; FROM SAID TRUE POINT OF BEGINNING run thence along said right of way line of Courtyard Drive South 51 degrees 34 minutes 44 seconds West, 18.94 feet to a point; continuing thence along said right of way line South 65 degrees 32 minutes 32 seconds West, 27.21 feet to a point; continuing thence along said right of way line South 65 degrees 32 minutes 32 seconds West, 32.88

feet to a point; continuing thence along said right of way line 30.60 feet through the arc of a circle having a radius of 81.35 feet and being subtended by a 30.42 foot chord bearing South 51 degrees 38 minutes 10 seconds West to a point; continuing thence along said right of way 8.69 feet through the arc of a circle having a radius of 81.35 feet and being subtended by a 8.68 foot chord bearing South 37 degrees 47 minutes 51 seconds West to a point; continuing thence along said right of way line South 20 degrees 34 minutes 15 seconds West, 40.39 feet to a point; continuing thence along said right of way line 19.22 feet through the arc of a circle having a radius of 55.56 feet and being subtended by a 19.12 foot chord bearing South 28 degrees 43 minutes 59 seconds West to a point; continuing thence along said right of way line South 54 degrees 11 minutes 50 seconds West, 10.41 feet to a point; continuing thence along said right of way line 13.09 feet through the arc of a circle having a radius of 24.00 feet and being subtended by a 12.93 foot chord bearing South 57 degrees 38 minutes 48 seconds West to a point; continuing thence along said right of way line 28.20 feet through the arc of a circle having a radius of 24.00 feet and being subtended by a 26.61 foot chord bearing North 73 degrees 03 minutes 45 seconds West to a point; thence North 36 degrees 08 minutes 47 seconds West, 90.97 feet to a point; thence North 35 degrees 31 minutes 21 seconds West, 43.49 feet to a point; thence North 31 degrees 54 minutes 35 seconds West, 49.50 feet to a point; thence 53.40 feet through the arc of a circle having a radius of 146.41 feet and being subtended by a 53.11 foot chord bearing North 39 degrees 29 minutes 56 seconds West to a point; thence South 06 degrees 27 minutes 21 seconds East, 54.08 feet to a point; thence South 34 degrees 18 minutes 49 seconds East, 297.42 feet to a point; thence South 01 degrees 46 minutes 40 seconds West, 162.19 feet to a point; thence South 87 degrees 50 minutes 28 seconds East, 47.87 feet to a point; thence 19.84 feet through the arc of a circle having a radius of 15.00 feet and being subtended by an 18.42 foot chord bearing North 51 degrees 21 minutes 02 seconds West to a point; thence North 01 degrees 36 minutes 55 seconds East, 131.36 feet to a point; thence 9.58 feet through the arc of a circle having a radius of 68.35 feet and being subtended by a 9.57 foot chord bearing North 06 degrees 23 minutes 14 seconds East to a point; thence 29.89 feet through the arc of a circle having a radius of 68.35 feet and being subtended by a 29.65 foot chord bearing North 10 degrees 09 minutes 33 seconds West to a point; thence 19.05 feet through the arc of a circle having a radius of 68.35 feet and being subtended by a 18.99 foot chord bearing North 30 degrees 40 minutes 27 seconds West to a point; thence North 34 degrees 27 minutes 19 seconds West, 21.74 feet to a point; thence North 34 degrees 27 minutes 19 seconds West, 6.03 feet to a point; thence 27.36 feet through the arc of a circle having a radius of 20.04 feet and being

subtended by a 25.29 foot chord bearing North 14 degrees 04 minutes 12 seconds East to a point; thence 35.77 feet through the arc of a circle having a radius of 70.35 feet and being subtended by a 35.38 foot chord bearing North 48 degrees 17 minutes 23 seconds East to a point; thence 39.62 feet through the arc of a circle having a radius of 70.35 feet and being subtended by a 39.09 foot chord bearing North 17 degrees 35 minutes 27 seconds East to a point; thence North 28 degrees 16 minutes 19 seconds East, 9.89 feet to a point; thence 27.27 feet through the arc of a circle having a radius of 113.51 feet and being subtended by a 27.20 foot chord bearing North 47 degrees 19 minutes 33 seconds East to a point; thence North 61 degrees 07 minutes 45 seconds East, 37.02 feet to a point; thence 47.47 feet through the arc of a circle having a radius of 7,914.63 feet and being subtended by a 47.47 foot chord bearing North 61 degrees 35 minutes 15 seconds East to a point; thence North 34 degrees 29 minutes 55 seconds West, 24.27 feet to the point of beginning. All as shown by a plat of survey of Courtyards of Vinings, Unit 2, prepared by P. T. & B. Engineering, dated June 4, 1987, recorded in Plat Book 116, Page 15, of the Cobb County, Georgia Records, revised 12-14-87 and rerecorded in Plat Book 119, page 56, aforesaid records, which plat is incorporated herein by reference and made a part hereof.

TOGETHER WITH:

Unit 2 - Lots 16-20

All that tract or parcel of land lying and being in Land Lots 907 and 908 of the 17th District, 2nd Section of Cobb County, Georgia, and being more particularly described as follows:

BEGINNING at a point located at the intersection of the southerly right of way line of Tanglewood Drive with the North line of Land Lot 907; run thence 74.83 feet through the arc of a circle having a radius of 100.00 feet and being subtended by a 73.10 foot chord bearing North 68 degrees 47 minutes 46 seconds East to a point located on the south right of way line of Tanglewood Drive; thence North 88 degrees 09 minutes 01 seconds East, 260.83 feet to a point; thence South 11 degrees 39 minutes 23 seconds East 102.52 feet to a point; thence 31.21 feet through the arc of a circle having a radius of 52.71 feet and being subtended by a 30.75 foot chord bearing South 04 degrees 09 minutes 47 seconds West to a point; thence South 21 degrees 11 minutes 54 seconds West, 19.82 feet to a point; thence 41.78 feet through the arc of a circle having a radius of 81.19 feet and being subtended by a 41.32 foot chord bearing South 38 degrees 16 minutes 24 seconds West to a point located on the Northwesterly right of way line of Courtyard Drive; thence along said right of way line of Courtyard Drive South 51 degrees 34 minutes 44 seconds West, 18.94 feet to a point;

continuing thence along said right of way line South 65 degrees 32 minutes 32 seconds West, 27.21 feet to a point; continuing thence along said right of way line South 65 degrees 32 minutes 32 seconds West, 32.88 feet to a point; continuing thence along said right of way line 30.60 feet through the arc of a circle having a radius of 81.35 feet and being subtended by a 30.42 foot chord bearing South 51 degrees 38 minutes 10 seconds West to a point; continuing thence along said right of way 8.69 feet through the arc of a circle having a radius of 81.35 feet and being subtended by a 8.68 foot chord bearing South 37 degrees 47 minutes 51 seconds West to a point; continuing thence along said right of way line South 20 degrees 34 minutes 15 seconds West, 40.39 feet to a point; continuing thence along said right of way line 19.22 feet through the arc of a circle having a radius of 55.56 feet and being subtended by a 19.12 foot chord bearing South 28 degrees 43 minutes 59 seconds West to a point; continuing thence along said right of way line South 54 degrees 11 minutes 50 seconds West, 10.41 feet to a point; continuing thence along said right of way line 13.09 feet through the arc of a circle having a radius of 24.00 feet and being subtended by a 12.93 foot chord bearing South 57 degrees 38 minutes 48 seconds West to a point; continuing thence along said right of way line 28.20 feet through the arc of a circle having a radius of 24.00 feet and being subtended by a 26.61 foot chord bearing North 73 degrees 03 minutes 45 seconds West to a point; thence North 36 degrees 08 minutes 47 seconds West, 90.97 feet to a point; thence North 35 degrees 31 minutes 21 seconds West, 43.49 feet to a point; thence North 31 degrees 54 minutes 35 seconds West, 49.50 feet to a point; thence 53.40 feet through the arc of a circle having a radius of 146.41 feet and being subtended by a 53.11 foot chord bearing North 39 degrees 29 minutes 56 seconds West to a point; thence North 06 degrees 27 minutes 21 seconds West, 78.00 feet to the point of beginning. All as shown by a plat of survey of Courtyards of Vinings, Unit 2, prepared by P. T. & B. Engineering, dated June 4, 1987, recorded in Plat Book 116, Page 15 of the Cobb County, Georgia Records, revised December 14, 1987, and rerecorded in Plat Book 119, Page 56, aforesaid records, which plat is incorporated herein by reference and made a part hereof.

TOGETHER WITH:

Unit 3-A - Lots 21-26

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 907 and 954 of the 17th District, 2nd Section of Cobb County, Georgia, being lots 21, 22, 23, 24, 25 and 26 and being more particularly described on that certain Survey entitled Courtyards of Vinings, Unit 3-A by P. T. & B. Engineering, dated December 14, 1987, revised March 15, 1988, as further revised May 24, 1988, and recorded in Plat Book 121, Page 68, Cobb County, Georgia records, which plat is incorporated herein by reference and made a part hereof.

TOGETHER WITH:

3-B - Lots 27-30 and 33-45

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 907 and 954 of the 17th District, 2nd Section of Cobb County Georgia, being Lots 27 through 30 and Lots 33 through 45 and being more particularly described on that certain Survey entitled Courtyards of Vinings, Unit 3-B by P. T. & B. Engineering, dated March 11, 1988, recorded in Plat Book 120, page 30, Cobb County, Georgia records, which plat is incorporated herein by reference and made a part hereof.

TOGETHER WITH a non-exclusive perpetual ingress and egress easement for pedestrian and motor vehicular passage to the owners and holders of security interests in Lots 27 through 30 and Lots 33 through 45, as shown on the above-referenced plats, and all owners and holders of security interests in all lots of future phases submitted to the Declaration, and anyone claiming by, through, or under them, for the use and enjoyment of a right-of-way over, across, and through Courtyard Drive and Bainbridge Drive as more particularly described on the above-referenced survey.

TOGETHER WITH:

Unit 3-C - Lots 31 and 32

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 907 of the 17th District, 2nd Section of Cobb County Georgia, being Lots 31 and 32 and being more particularly described on that certain Survey entitled Courtyards of Vinings, Unit 3-C by P. T. & B. Engineering, dated May 27, 1988, recorded in Plat Book 121, page 69, Cobb County, Georgia records, which plat is incorporated herein by reference and made a part hereof.

TOGETHER WITH a non-exclusive perpetual ingress and egress easement for pedestrian and motor vehicular passage to the owners and holders of security interests in Lots 1 and 45, as shown on the above-referenced plats, and all owners and holders of security interests in all lots of future phases submitted to the Declaration, and anyone claiming by, through, or under them, for the use and enjoyment of a right-of-way over, across, and through Courtyard Drive and Bainbridge Drive as more particularly described on the above-referenced survey.

TOGETHER WITH:

Unit 4-A - Lots 46, 47, 52, 53, and 54

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 907 of the 17th District, 2nd Section of Cobb County, Georgia, being Lots 46, 47, 52, 53, and 54, and being more particularly described on that certain Final Plat entitled The Courtyards of Vinings, Unit 4-A by P. T. & B. Engineering, dated January 27, 1989, revised March 13, 1989, re-recorded in Plat Book 126, Page 71, Cobb County, Georgia Records, which plat is incorporated herein by reference and made a part hereof (the "Unit 4-A Plat").

TOGETHER WITH a non-exclusive perpetual ingress and egress easement for pedestrian and motor vehicular passage to the owners and holders of security interests in Lots 46, 47, 52, 53, and 54, as shown on the above-referenced plats, and all owners and holders of security interests in all lots of future phases submitted to the Declaration, and anyone claiming, by, through, or under them, for the use and enjoyment of a right-of-way over, across, and through Kingsland Court as more particularly described on the Unit 4-A Plat.

TOGETHER WITH a non-exclusive perpetual ingress and egress easement for pedestrian and motor vehicular passage to the owners and holders of security interests in Lot 46, as shown on the above-referenced plat, and all owners and holders of security interests in all lots of future phases submitted to the Declaration, and anyone claiming, by, through, or under them, for the use and enjoyment of a right-of-way over, across, and through the westward extension of Bainbridge Way shown on the above-referenced survey, and being more particularly described as follows:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 907 of the 17th District, 2nd Section of Cobb County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT which is South 30 degrees 53 minutes 58 seconds West a distance of 674.94 feet from a point at the common corner of Land Lots 908, 953, 954, and 907; RUNNING THENCE North 42 degrees 32 minutes 49 seconds West a distance of 20.87 feet to a point; RUNNING THENCE in a westerly direction along a curve to the right (the arc of said curve having a radius of 101.55 feet and being subtended by a chord having a bearing of North 78 degrees 36 minutes 38 seconds West and a distance of 29.62 feet) a distance of 29.73 feet to a point; RUNNING THENCE North 19 degrees 46 minutes 35 seconds East a distance of 22.00 feet to a point; RUNNING THENCE in an easterly direction along a curve to the left (the arc of said curve having a

radius of 79.55 feet and being subtended by a chord having a bearing of South 79 degrees 42 minutes 34 seconds East and a distance of 25.81 feet) a distance of 25.92 feet to a point; RUNNING THENCE South 15 degrees 27 minutes 20 seconds East a distance 38.72 feet to the POINT OF BEGINNING; all as shown and delineated as the westward extension of Bainbridge Way on the Unit 4-A Plat.

TOGETHER WITH:

Unit 4-B - Lots 48, 49, 50, 51, 55, 56, 57, 58, 59, 60, and 61

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 907 of the 17th District, 2nd Section of Cobb County, Georgia, being Lots 48, 49, 50, 51, 55, 56, 57, 58, 59, 60, and 61, and being more particularly described on that certain Final Plat entitled The Courtyards of Vinings, Unit 4-B by P. T. & B. Engineering, dated April 7, 1989, revised April 14, 1989, recorded in Plat Book 126, Page 73, Cobb County, Georgia Records, which plat is incorporated herein by reference and made a part hereof.

TOGETHER WITH a non-exclusive perpetual ingress and egress easement for pedestrian and motor vehicular passage to the owners and holders of security interests in Lots 48, 49, 50, 51, 55, 56, 57, 58, 59, 60, and 61, as shown on the above-referenced plats, and all owners and holders of security interests in all lots of future phases submitted to the Declaration, and anyone claiming, by, through, or under them, for the use and enjoyment of a right-of-way over, across, and through Kingsland Court as more particularly described on the above-referenced plat.

TOGETHER WITH:

[Unit 5, Lots 62, 63, 64, 65, 66, 67, 68, and 70]

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 907 of the 17th District, 2nd Section, Cobb County, Georgia, being Lots 62, 63, 64, 65, 66, 67, 68, and 70, and being more particularly described on that certain Final Plat entitled The Courtyards of Vinings, Unit 5, by P.T.&B. Engineering, dated October 18, 1991, revised April 27, 1994, and recorded in Plat Book 149, page 89, Cobb County, Georgia, records, which plat is incorporated herein by reference and made a part hereof.

TOGETHER WITH a non-exclusive perpetual ingress and egress easement for pedestrian and motor vehicular passage to the owners and holders of security interests in Lots 62, 63, 64, 65, 66, 67, 68, and 70, as shown on the above-referenced plat, and anyone claiming, by, through, or under them, for the use and enjoyment of a right-of-way over, across, and through the unnamed road more particularly described on the above-referenced plat.

EXHIBIT "C"

AMENDED AND RESTATED

BYLAWS

OF

COURTYARDS OF VININGS OWNERS ASSOCIATION, INC.

Prepared By:
Michael E. Leavey
DOROUGH & DOROUGH, LLC
Attorneys at Law
Two Decatur TownCenter, Suite 520
125 Clairemont Avenue
Decatur, Georgia 30030-2551
(404) 687-9977

AMENDED AND RESTATED
 BYLAWS
 OF
 COURTYARDS OF VININGS OWNERS ASSOCIATION, INC.

- TABLE OF CONTENTS -

	<u>Page Number</u>
ARTICLE 1 <u>NAME, MEMBERSHIP, APPLICABILITY AND DEFINITIONS</u>	1
1.1 <u>NAME</u>	1
1.2 <u>MEMBERSHIP</u>	1
1.3 <u>DEFINITIONS</u>	1
ARTICLE 2 <u>ASSOCIATION: MEETINGS, QUORUM, VOTING, PROXIES</u>	1
2.1 <u>PLACE OF MEETINGS</u>	1
2.2 <u>ANNUAL MEETINGS</u>	1
2.3 <u>SPECIAL MEETINGS</u>	1
2.4 <u>RECORD DATE</u>	2
2.5 <u>NOTICE OF MEETINGS</u>	2
2.6 <u>WAIVER OF NOTICE</u>	2
2.7 <u>ADJOURNMENT OF MEETINGS</u>	2
2.8 <u>MEMBERSHIP LIST</u>	2
2.9 <u>VOTING</u>	3
2.10 <u>PROXIES</u>	3
2.11 <u>QUORUM</u>	3
2.12 <u>ACTION WITHOUT A FORMAL MEETING</u>	3
ARTICLE 3 <u>BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS</u>	4
3.1 <u>GOVERNING BODY; COMPOSITION</u>	4
3.2 <u>NUMBER OF DIRECTORS</u>	4
3.3 <u>NOMINATION OF DIRECTORS</u>	4
3.4 <u>ELECTION AND TERM OF OFFICE</u>	4
3.5 <u>REMOVAL OF DIRECTORS</u>	5
3.6 <u>VACANCIES</u>	5
3.7 <u>ORGANIZATION MEETINGS</u>	5
3.8 <u>REGULAR MEETINGS</u>	5
3.9 <u>SPECIAL MEETINGS</u>	5
3.10 <u>WAIVER OF NOTICE</u>	6
3.11 <u>QUORUM OF BOARD OF DIRECTORS</u>	6
3.12 <u>COMPENSATION</u>	6
3.13 <u>OPEN MEETINGS</u>	6
3.14 <u>EXECUTIVE SESSION</u>	6
3.15 <u>ACTION WITHOUT A FORMAL MEETING</u>	6
3.16 <u>TELEPHONIC PARTICIPATION</u>	6
3.17 <u>POWERS</u>	6
3.18 <u>MANAGEMENT AGENT</u>	8

3.19	<u>BORROWING</u>	8
3.20	<u>FINING PROCEDURE</u>	8
3.21	<u>CONFLICT OF INTEREST</u>	8
ARTICLE 4 <u>OFFICERS</u>		9
4.1	<u>OFFICERS</u>	9
4.2	<u>ELECTION, TERM OF OFFICE, AND VACANCIES</u>	9
4.3	<u>ADDITIONAL OFFICERS AND AGENTS</u>	9
4.4	<u>SALARIES</u>	9
4.5	<u>REMOVAL</u>	9
4.6	<u>PRESIDENT</u>	9
4.7	<u>VICE PRESIDENT</u>	9
4.8	<u>SECRETARY</u>	10
4.9	<u>TREASURER</u>	10
4.10	<u>RESIGNATION</u>	10
4.11	<u>CONFLICT OF INTEREST</u>	10
ARTICLE 5 <u>COMMITTEES</u>		11
ARTICLE 6 <u>MISCELLANEOUS</u>		11
6.1	<u>FISCAL YEAR</u>	11
6.2	<u>PARLIAMENTARY RULES</u>	11
6.3	<u>CONFLICTS</u>	11
6.4	<u>ELECTRONIC RECORDS, SIGNATURES AND DOCUMENTS</u>	11
6.5	<u>AMENDMENT</u>	11

AMENDED AND RESTATED
BYLAWS
OF
COURTYARDS OF VININGS OWNERS ASSOCIATION, INC.

Article 1
Name, Membership, Applicability and Definitions

1.1 Name. The name of the corporation shall be the Courtyards of Vinings Owners Association, Inc. (hereinafter sometimes referred to as the "Association").

1.2 Membership. The Association shall have one class of membership, as is more fully set forth in that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Courtyards of Vinings (such Declaration, as amended, supplemented, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), the terms of which pertaining to membership are specifically incorporated by reference herein.

1.3 Definitions. The words used in these Bylaws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit, or the meaning given in the Georgia Property Owners' Association Act, O.C.G.A. §44-3-220, *et seq.* (the "Act") or the meanings given in the Georgia Nonprofit Corporation Code, O.C.G.A. Section 14-3-101, *et seq.* (the "Nonprofit Code"). Statutory references shall be construed as meaning the referenced statute or portion thereof as the same may exist from time to time.

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 to 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 twenty-five percent (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 members is to be taken.

2.5 Notice of Meetings. Written notice of each meeting of the Owners shall be given by, or at the direction of, the Secretary or person authorized to call the meeting at least twenty-one (21) days in advance of any annual or regularly scheduled meeting, and at least (7) seven days in advance of any other meeting and shall state the time, place and, for any special meeting, purpose of such meeting. Such notice shall be delivered personally or sent by United States mail, postage prepaid, statutory overnight delivery, or issued electronically in accordance with Chapter 12 of Title 10 of the Official Code of Georgia Annotated, the "Georgia Electronic Records and Signatures Act," to all Owners of record at such address or addresses as any of them may have designated, or, if no other address has been so designated, at the address of their respective Units.

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 or by electronic transmission signed by the member entitled to notice and delivered to the Association for inclusion in the minutes for filing with the Association's records, 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 sixty (60) 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, provided that the new date, time, and place of the adjourned meeting was announced before adjournment of the original meeting.

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 (2) 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: (1) on a reasonably accessible electronic network, provided that the information required to gain access to such list is included with the notice of the meeting or upon request; or (2) during ordinary business hours at the Association's principal office or at such other reasonable place as may be specified in the

notice in the city where the meeting will be held. In the event that the Association makes the list available on an electronic network, the Association may take reasonable steps to ensure that such information is available only to members of the Association. 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, signed either personally or by an electronic transmission, dated, and filed with the Secretary before the appointed time of each meeting. An electronic transmission must contain or be accompanied by information from which it can be determined that the member, the member's agent, or the member's attorney-in-fact authorized the electronic transmission. Proxies may be delivered to the Board of Directors by personal delivery, U.S. mail or electronic transmission to the Secretary or other officer or agent authorized to tabulate votes. 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 or other officer or agent authorized to tabulate votes of written revocation signed by the member; (c) receipt by the Secretary or other officer or agent authorized to tabulate votes 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 eleven (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 twenty-five percent (25%) of the Total Association Vote 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. In the Board's discretion, any action that may be taken by the Association members at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a consent form or a ballot in writing or by electronic transmission to every member entitled to vote on the matter.

(a) Ballot. A ballot in writing or by electronic transmission shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by ballot in writing or by electronic transmission shall be valid only when the vote cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the approval vote equals or exceeds the amount of the vote that would be required to approve the matter at a meeting at which the total vote cast was the same as the amount of vote cast by ballot. All solicitations for votes by ballot in writing or by electronic transmission shall: (1) indicate the number of responses needed to meet the quorum requirements; (2) state the percentage of approvals necessary to approve each matter other than election of directors; and (3) specify the time by which a ballot must be received by the Association in order to be counted.

A ballot in writing or by electronic transmission may not be revoked. The Association shall maintain such ballots in its file for at least three (3) years.

(b) Written Consent. Approval by consent in writing or by electronic transmission shall be valid only when the vote represented by consent in writing or by electronic transmission equals or exceeds the requisite majority of the voting power for such action. Executed consents in writing or by electronic transmission shall be included in the minutes or filed with the Association's records. No consent in writing or by electronic transmission signed pursuant to the Georgia Nonprofit Corporation Code shall be valid unless: (1) the consenting member has been furnished the same material that, pursuant to the Georgia Nonprofit Corporation Code, would have been required to be sent to members in a notice of a meeting at which the proposed action would have been submitted to the members for action; or (2) the written consent contains an express waiver of the right to receive the material otherwise required to be furnished. If an action of the members is approved by consent in writing or by electronic transmission hereunder, the Board shall issue written notice of such approval to all members who did not sign written consents. Membership approval shall be effective ten (10) days after written notice is issued; provided, however, if the consent is to an amendment to the Declaration or Bylaws which must be recorded, the effective date shall be no earlier than the date of recording of such amendment.

Article 3

Board of Directors: Number, Powers, Meetings

3.1 Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors. Directors shall be natural persons who are eighteen (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 designee, spouse or any co-Owner or Occupant of such Person's Unit.

3.2 Number of Directors. The Board shall consist of five (5) members who shall be elected as provided in Section 3.4 below.

3.3 Nomination of Directors. Elected directors may be nominated from the floor, if a meeting is held for the election of directors and may also be nominated by a nominating committee, if established by the Board. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

3.4 Election and Term of Office. At the first annual meeting after the adoption of this amendment to the Bylaws by the members, the members shall elect five (5) directors as follows: the initial term of two (2) directors shall be fixed at three (3) years, the initial term of two (2) directors shall be fixed at two (2) years, the initial term of one (1) director shall be fixed at one (1) year, and thereafter successors shall be elected to a term of three (3) years. The intent of the foregoing is to establish staggered terms for the Board of Directors at the first annual meeting after the adoption of this amendment. At annual meetings thereafter (or pursuant to Section 2.12 in lieu of a meeting), directors shall be elected as necessary to fill vacant seats on the Board. The

members of the Board of Directors shall continue in office until their respective successors shall have been elected and take office. All eligible members of the Association may vote on the directors to be elected, and the candidates receiving the most votes shall be elected. Notwithstanding anything herein to the contrary, no Person shall be elected as provided herein for two (2) consecutive terms.

3.5 Removal of Directors. At any annual, regular or special meeting of the Association, any one (1) 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 is removal of a director. A 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 (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than thirty (30) days may be removed by a majority vote of the remaining directors.

3.6 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. Each Person so selected shall serve the unexpired portion of the term.

3.7 Organization Meetings. The first meeting of a newly elected Board of Directors shall be held within ten (10) days after the election at such time and place as the directors may conveniently assemble.

3.8 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the Board, provided that at least four (4) such meetings shall be held during each fiscal year with at least one every quarter. Notice of the regular schedule shall constitute sufficient notice of such meetings.

3.9 Special Meetings. Special meetings of the Board of Directors shall be held when requested by the President, Vice President or by any two (2) directors. 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) by personal delivery (including commercial delivery service) to such director's home or office; (b) written notice by first class mail, postage prepaid; (c) by telephone communication (including facsimile), either directly to the director or to the director's home or office; or (d) issued electronically in accordance with the Nonprofit Code, if the director has consented in writing to such method of delivery and has provided the Board with an address regarding the same. All such notices shall be given or sent to the director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited with the U.S. Postal Service at least four (4) days before the time set for the meeting. Notices given by personal delivery, electronic transmission or telephone shall be given at least two (2) days before the day set for the meeting.

3.10 Waiver of Notice. The business transacted at any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes either in writing or by electronic transmission which is included in the minutes or filed with the official records of the Association. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

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 unless otherwise expressly provided under the Nonprofit Code, the Declaration or these Bylaws, the votes of at least three (3) members of the Board of Director directors 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 Open Meetings. All meetings of the Board shall be open to all members, but members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board.

3.14 Executive Session. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

3.15 Action Without A Formal Meeting. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if one or more consents, in writing or by electronic transmission, setting forth the action so taken, shall be signed by a majority of the directors and delivered to the Association for inclusion in the minutes for filing in the corporate records. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

3.16 Telephonic 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.

3.17 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 law, may do all acts and things as are not by law, the Declaration, the Articles of Incorporation of the Association, 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 and be responsible for the following, in way of explanation, but not limitation:

(a) preparing and adopting an annual budget in which there shall be established the contribution of each member to the common expenses;

(b) making assessments to defray the common expenses and establishing the means and methods of collecting such assessments;

(c) providing for the operation, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the members concerning the Association. Such enforcement power shall include, without limitation, the power to levy fines as provided herein and in the Declaration in such amounts as from time to time the Board of Directors may deem proper in the circumstances, counting each day a violation continues after notice from the Board of Directors as a separate violation;

(i) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(j) keeping books with detailed accounts of the receipts and expenditures of the Association and the actions thereof, and specifying the maintenance and repair expenses and any other expenses incurred; and

(k) authorizing contracts on behalf of the Association.

3.18 Management Agent. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The term of any management agreement shall not exceed one (1) year and shall be subject to termination by either party, without cause and without penalty, upon ninety (90) days' written notice.

3.19 Borrowing. The Board of Directors shall have the power to borrow money without the approval of the members of the Association; provided, however, except as otherwise provided in the Declaration, the Board shall obtain membership approval in the same manner as for special assessments, in the event that the total amount of such borrowing exceeds or would exceed ten percent (10%) of the annual budget of the Association.

3.20 Fining Procedure. The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

(a) Written notice shall be delivered to the member by first-class or certified mail sent to the address of the member shown on the Association's records, specifying:

- (1) the nature of the violation, the fine to be imposed and the date, not less than ten (10) days from the date of the notice, that the fine will take effect;
- (2) that the violator may, within ten (10) days from the date of the notice, request a hearing regarding the fine imposed;
- (3) the name, address and telephone numbers of a person to contact to challenge the fine;
- (4) that any statements, evidence, and witnesses may be produced by the violator at the hearing; and
- (5) that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days of the date of the notice.

(b) If a hearing is requested, it shall be held before the Board in executive session, and the violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. No fine shall be imposed prior to the date that is five (5) days after the date of the hearing.

Notwithstanding anything herein to the contrary, if twenty-four (24) hours after notice under the Section is given the violation continues or thereafter occurs again within six (6) months of such notice, the Board may impose a fine in accordance with the notice, without further notice to the member.

3.21 Conflict of Interest. No member of the Board of Directors may engage in a conflicting interest transaction with respect to the Association during his or her term as a director

unless: (a) the transaction was approved by a majority of the qualified Directors after required disclosure; (b) the transaction was approved by a majority of the qualified members of the Association entitled to vote thereon after required disclosure; (c) the action was approved by the superior court in an action to which the Attorney General was a party; or (d) the transaction, judged in the circumstances at the time of commitment, is established to have been fair to the corporation, all as may be provided in the Georgia Nonprofit Corporation Code, O.C.G.A. § 14-3-101, et seq. A director shall promptly disclose to the Board any actual or potential conflict of interest affecting the director relative to his or her performance as a director.

Article 4 Officers

4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. Any two (2) or more offices may be held by the same Person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

4.2 Election, Term of Office, and Vacancies. The officers of the Association shall be appointed annually by the Board of Directors at the first meeting of the Board of Directors following the election of directors. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

4.3 Additional Officers and Agents. The Board of Directors may appoint such other officers, including assistant secretaries, assistant treasurers and agents as it shall deem necessary. Such officers and agents shall hold their respective offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

4.4 Salaries. The officers shall receive no compensation.

4.5 Removal. Any officer may be removed, with or without cause, by the Board of Directors.

4.6 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and directors. The immediate supervision of the affairs of the Association shall be vested in the President. It shall be the President's duty to attend to the business of the Association and maintain strict supervision over all of its affairs and interests. The President shall keep the Board of Directors fully advised about the affairs and conditions of the Association, and shall manage and operate the business of the Association pursuant to and in accordance with such policies as may be prescribed from time to time by the Board of Directors.

4.7 Vice President. The Vice President(s), if any, shall act in the President's absence or disability and shall have all powers, duties, and responsibilities provided for the President when

so acting, and shall perform such other duties as shall from time to time be imposed upon any Vice President by the Board or delegated to a Vice President by the President.

4.8 Secretary. The Secretary shall keep the minutes of all meetings of the members and of the Board of Directors; notify the members and directors of meetings as provided by these Bylaws and Georgia law; have custody of the seal of the Association; affix such seal to any instrument requiring the same; attest the signature or certify the incumbency or signature of any officer of the Association; and perform such other duties as the President, or the Board of Directors may prescribe. The Secretary shall perform the duties of the Treasurer of the Association in the absence or disability of the Treasurer.

4.9 Treasurer. The Treasurer shall keep, or cause to be kept, the financial books and records of the Association, and shall faithfully account for the Association's funds, financial assets, and other assets entrusted to the Treasurer's care and custody. The Treasurer shall make such reports as may be necessary to keep the President and the Board of Directors informed at all times as to the financial condition of the Association, and shall perform such other duties as the President, or the Board of Directors may prescribe. The Treasurer shall maintain the money and other assets of the Association in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. The Treasurer may provide for the investment of the money and other assets of the Association consistent with the needs of the Association to disburse such money and assets in the course of the Association's business. The Treasurer shall perform the duties of the Secretary of the Association in the absence or disability of the Secretary.

4.10 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.11 Conflict of Interest. No officer of the Association may engage in a conflicting interest transaction with respect to the Association during his or her term as an officer unless: (a) the transaction was approved by a majority of the Board of Directors after required disclosure; (b) the transaction was approved by a majority of the members of the Association after required disclosure; (c) the action was approved by the superior court in an action to which the Attorney General was a party; or (d) the transaction, judged in the circumstances at the time of commitment, is established to have been fair to the corporation, all as may be provided in the Georgia Nonprofit Corporation Code, O.C.G.A. § 14-3-101, et seq. An officer shall promptly disclose to the Board any actual or potential conflict of interest affecting the officer relative to his or her performance as an officer.

Article 5
Committees

Advisory committees to perform such tasks and to serve for such periods as may be designated by the Board or as provided in the Declaration are hereby authorized. Each advisory committee shall be composed and shall operate in accordance with the terms of the Declaration or resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors. An advisory committee shall not be authorized to exercise any authority of the Board under the Articles of Incorporation of the Association, the Declaration, these Bylaws or the Nonprofit Code.

Article 6
Miscellaneous

6.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by resolution of the Board.

6.2 Parliamentary Rules. *Roberts Rules of Order* (current edition) shall govern the conduct of all Association proceedings, when not in conflict with Georgia law, the Articles of Incorporation of the Association, the Declaration or these Bylaws.

6.3 Conflicts. If there are conflicts or inconsistencies between the provisions of Georgia law, the Articles of Incorporation of the Association, the Declaration and these Bylaws, the provisions of Georgia law, the Declaration, the Articles of Incorporation of the Association and the Bylaws (in that order) shall prevail.

6.4 Electronic Records, Signatures and Documents To the extent permitted by Georgia law, the Declaration and these Bylaws, the Association and its members, officers, directors, Owners and Occupants may perform any obligation or exercise any right by use of any technological means providing sufficient security, reliability, identification and verifiability, which technological means have been approved by the Board of Directors in its sole discretion.

6.5 Amendment. The Association, acting through the Board of Directors and without any further consent or action on the part of the members, may amend this Declaration for those specific purposes permitted under Georgia law, including, without limitation, if such amendment is necessary to bring any provision hereof into compliance with the provisions of the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, *et seq.* In addition, these Bylaws may be amended upon the affirmative vote, written consent, or any combination thereof, of Owners holding at least two-thirds (2/3) of the Total Association Vote. Amendments to these Bylaws shall become effective upon recordation unless a later effective date is specified therein.