

DECLARATION OF COVENANTS AND RESTRICTIONS FOR ABBOTTS LANDING
SUBDIVISION

THIS DECLARATION ("Declaration"), made the 16th day of April, 1990 by PULTE HOME CORPORATION, a Michigan corporation, hereinafter sometimes called the "Declarant."

W I T N E S S E T H:

WHEREAS, the Declarant is the Owner of the real property described in Article II hereof and desires to create thereon a residential community with permanent Common Areas and Community Facilities for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said Common Areas and Community Facilities; and to this end, desires to subject the real property described in Article II hereof to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which are for the benefit of said property and the subsequent Owners thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an association to which should be delegated and assigned the powers and duties of maintaining and administering and enforcing the within covenants and restrictions, and collecting and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant has formed ABBOTTS LANDING HOMEOWNERS ASSOCIATION, INC. as a nonprofit corporation without capital stock under the laws of the State of Georgia, for the purpose of carrying out the powers and duties aforesaid;

NOW, THEREFORE, the Declarant hereby declares that the real property described in Article II hereof is and shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter sometimes referred to as the "Covenants and Restrictions") hereinafter set forth, all of which are declared and agreed to be in aid of a plan for improvement of the Project, and shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and

any individual acquiring or owning and interest in the Project and improvements, including, without limitation, any individual, group of individuals, corporation, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of any obligation.

ARTICLE I

Section 1. Definitions. The following words, when used in this Declaration (including the preamble hereinabove), shall have the following meanings:

(a) "Association" shall mean and refer to ABBOTTS LANDING HOMEOWNERS ASSOCIATION, INC., a Georgia non-profit corporation, and its successors and assigns.

(b) "Board of Directors" shall mean duly elected Board of Directors, elected pursuant to the Articles of Incorporation and By-Laws of the Association.

(c) "Common Areas and Community Facilities: shall mean and refer to all real property, whether improved or unimproved, owned or leased by the Association or otherwise available to the Association for the benefit, use and enjoyment of its Members and shall include all improvements located therein or thereon, and all utilities which serve the Property and are to be maintained by the Association. The Common Areas and Community Facilities described on Exhibit B attached to this Declaration have been or shall be conveyed to the Association by the Declarant.

(d) "Declarant: shall mean and refer to the Declarant identified in the preamble to this Declaration and its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purposes of development.

(e) "Member" shall mean and refer to every individual, group of individuals, corporation, trust or other legal entity, or any combination thereof, who holds a Class A or Class B membership in the Association.

(f) "Mortgagee:, as used herein, means the holder of any recorded mortgage, or the party secured by or beneficiary of any recorded deed to secure debt, encumbering one or more of the Units, and shall not be limited to Institutional Mortgagees. "Mortgage", as used herein, shall include a deed to secure debt. "First Mortgage, as used herein, shall mean a

Mortgage with priority over all other Mortgages secured by the same property. As used in this Declaration, the term "Institutional Mortgagee" or "Institutional Mortgagee" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal national Mortgage Association (:FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States this government or of any state or municipal government. As used in this Declaration, the term "Mortgagee" shall include the parties secured by and deed to secure debt or any beneficiary thereof.

(g) "Owner" shall mean and refer to the record owner, whether one or more individual or entities, of the fee simple title to any Unit situated on the Property, including contract sellers, but excluding those having such interest solely as security for the performance of any obligation.

(h) "Project", as set forth in this Declaration, means that certain subdivision being developed by the Declarant in Fulton County, Georgia known as ABBOTTS LANDING SUBDIVISION and located on the Property.

(i) "Property shall mean and refer to all real property described in Article II, Section 1 hereof, including any Additional Property that may be annexed pursuant to the terms of Article II, Section 3 hereof.

(j) "Unit" shall mean and refer to any lots or portions of the Property on which Declarant intends for there to be construction and occupancy of a residence by a single individual or family.

Whenever in this Declaration any action is required to be taken by a specified percentage of "each class of the then Members" of the Association, then such action shall be required to be taken separately by the specified percentage of the then outstanding Class A Members of the Association and by the specified percentage of the then outstanding Class B Members of the Association. Whenever in this Declaration any action is required to be taken by a specified percentage of the "then Members" of the Association, then such action shall be required to be taken by the specified percentage of the then outstanding cumulative membership of the Association.

ARTICLE II

Section 1. Property Subject to Declaration. The Property which is, and shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to the Declaration is located in Fulton County, State of Georgia, and is more particularly described in Exhibit A attached hereto and by reference made a part hereof.

Section 2. Additional Property. So long as there are Class B Members of the Association, additional property may be annexed to the Property, without the consent of the Class A Members of the Association, if any, so long as the additional property is a part of the property described on Exhibit C attached to this Declaration and incorporated herein by this reference (all the property shown on such Exhibit C, less and except all the property described on Exhibit A attached hereto and original subject to this Declaration, is referred to herein as the "Additional Property"). Following the lapse or surrender of the Class B memberships, as provided for in Article III of this Declaration, Additional Property may be annexed to the Property without the consent of the Class A Members of the Association, if any, so long as such Additional Property is part of the property described on Exhibit C attached to this Declaration and said annexation is accomplished within seven (7) years of the date of this Declaration. The scheme of this Declaration shall not, however, be extended to include any such Additional subjected to this Declaration as hereinafter set forth.

Any annexations made pursuant to this Article, or otherwise, shall be made by recording a supplementary declaration, which supplementary declaration shall extend the scheme of the within Declaration to such annexed Additional Property. Such annexations need not be made by the Declarant; provided, however, that any such annexation accomplished by persons other than the Declarant shall have the consent of the Declarant, which consent shall not be unreasonably withheld or delayed.

ARTICLE III

Membership

Section 1. Membership. The Association shall have two classes of voting membership, which shall be known as "Class A" and "Class B". Prior to completion of amenities on the Common Areas and Community Facilities and conveyance of the Common Areas and Community Facilities to the Association, membership

in the Association for Owners of Units purchased from Declarant or Declarant's successor in title shall be optional. Upon completion of amenities on the Common Areas and Community Facilities and conveyance thereof to the Association, membership in the Association shall automatically become mandatory for all Owners:

(a) With the exception of the Declarant, every individual, group of individuals, corporation, partnership, trust or other legal entity, or any combination thereof, who is an Owner or which otherwise becomes subject to the Declaration for assessment by the Association, after completion of amenities in the Common Areas and Community Facilities and conveyance thereof to the Association shall be a Class A Member of the Association; provided, however, that any such individual, group of individuals, corporation, partnership, trust or other legal entity who holds such interest solely as security for the performance of a debt or obligation shall not be a Class A Member solely on account of such interest. Each Class A Member shall be entitled to one (1) vote for each Unit in which such Member holds the interest required for Class A membership, provide that there shall be only one (1) vote for each Unit irrespective of the number of Owners for such Unit.

(b) The Class B Member shall be the Declarant, its nominee or nominees, and shall include every individual, group of individuals, corporation, partnership, trust other legal entity, or any combination thereof, who shall obtain any Class B membership by assignment from the Declarant which specifically assigns the rights of Class B membership. The Class B Member or Members shall have one (1) Class B membership for each Unit in which such Member holds the interest otherwise required for Class A membership. Each Class B Member shall be required for Class A membership. Each Class B Member shall be entitled to three (3) votes for each Class B membership which it holds. The Class B membership shall cease and be converted to Class A membership on the first to happen of the following events:

(i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(ii) on January 1, 2000.

Upon lapse of any of the Class B memberships as provided for in this Article, the Declarant shall thereafter remain a Class A Member or the Association as to each and every Unit in which the Declarant then holds the interest otherwise required for such Class A membership.

The Members of the Association shall have no preemptive rights, as such Members, to acquire and memberships of the Association that may at any time be issued by the Association except as may be specifically provided in this Article.

ARTICLE IV

Section 1. Member's Right of Enjoyment. Subject to easements and restrictions of record which affect or pertain to the Property and/or the Common Areas and Community Facilities, every Member shall have a right and easement of enjoyment in and to the Common Areas and Community Facilities, if any, and such easement shall be appurtenant to and shall pass with the fee title to every Unit subject to the following:

(a) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, and with the consent of two-thirds (2/3) of each class of the then Members of the Association, voting separately, to borrow money for the purpose of improving the Common Areas and Community Facilities in a manner designed to promote the enjoyment and welfare of the Members and in aid thereof to mortgage any of the Common Areas and Community Facilities; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the Property of the Association against Mortgage default and foreclosures; provided, however, that the same are in conformity with the other provisions of this Declaration; and

(c) The right of the Association to adopt reasonable rules respecting use of the Common Areas and Community Facilities and to reasonably limit the number of guests of Members who use any Common Areas and Community Facilities which may be developed upon the Property; and

(d) The right of the Association to suspend a Member's voting right and the rights to use of Common Areas and Community Facilities, if any for any period during which any assessment remains unpaid and for any period to not exceed thirty (30) days for any infraction of any of the published rules and regulations of the Association; and

(e) The right of the Association, acting by and through its Board of Directors and after approval of two thirds (2/3) of each class of the then Members by execution of a recordable document, to dedicate or transfer all or any part of the Common Areas and Community Facilities to any public or municipal

agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the Board of Directors; and

(f) The right of the Association, acting by and through its Board of Directors and after approval of two thirds (2/3) of each class of the then Members by execution of a recordable document, to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Declarant or any other individual; provided, however, that no such licenses, rights-of-way or easements shall be unreasonably and permanently inconsistent with the right of the Members to the use and enjoyment of the Common Areas and Community Facilities.

Section 2. Delegation of right of Use. Any Member of the Association may delegate his rights to the use and enjoyment of the Common Areas and Community Facilities, if any, to the members of his family who reside permanently with him and to his tenants, contract purchasers who reside on the Property and guests, all subject to such reasonable rules and regulations which the Association may adopt and uniformly apply and enforce.

ARTICLE V

Section 1. Annual Maintenance Assessments. Except as assessment of the Declarant is limited by the provisions of Article VI of this Declaration, each individual, group of individuals, corporation, partnership, trust or other legal entity, or any combination thereof, who becomes an Owner of a Unit within the Property (i.e., each Class A Member of the Association), by acceptance of a deed or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, an annual assessment required by the Association, as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to, the following:

(a) The cost of all operating expenses of the Common Areas and Community Facilities and the services furnished to or in connection with the Common Areas and Community Facilities, including charges by the Association for any services furnished by it; and

(b) The cost of necessary management and administration of the Common Areas and Community Facilities, including fees to any Management Agent; and

(c) The amount of all taxes and assessments levied against the Common Areas and Community Facilities; and

(d) The cost of hazard and liability insurance on the Common Areas and Community Facilities and the cost of such other insurance as the Association may purchase with respect to the Common Areas or the Property; and

(e) The cost of utilities and other services which may be provided by the Association or for which the Association shall be responsible to maintain or repair for the Common Areas and Community Facilities, if any, and the maintenance, replacement or repair of such utilities; and

(f) The cost of maintaining, replacing, repairing and landscaping the Common Areas and Community Facilities, if any, including, without limitation, maintenance of any storm water detention basins or the like located upon the Common Areas, the cost of maintaining, repairing and landscaping any portion of the Units as required by this Declaration, and the cost of maintenance of all roads, easements or pathways upon the property required by any easements, restrictions or agreements of record which require such contribution by the Declarant, its predecessors in title, or its successors in title, together with such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith; and

(g) The cost of funding all reserves, including insurance deductibles, established by the Association, including, when appropriate, a general operating reserve and a reserve for replacements.

The Board of Directors shall determine the amount of the maintenance assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, annual assessments may be levied and collected on a monthly, quarterly or semi-annual basis rather than on the annual basis hereinabove provided for.

The Board of Directors shall prepare, or cause the preparation of, an annual operating budget for the Association which shall provide, without limitation, for the management, operation and maintenance of the Common Areas and Community Facilities. The Board of Directors of the Association shall make reasonable efforts to fix the amount of the annual maintenance assessment against each Unit for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Units and the annual maintenance assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by an Owner upon reasonable notice to the

Board of Directors. Written notice of the annual maintenance assessments shall thereupon be sent to the Members. The omission of the Board of Directors, before the expiration of any assessment period, to fix the amount of the annual maintenance assessment hereunder for that or the next period, shall not in any respect be deemed a waiver of the right to modify the assessment provided for in this Article or a release of any Member from the obligation to pay the annual maintenance assessment, or any installment thereof, for that or any subsequent assessment period, but the annual maintenance assessment fixed for the preceding period shall continue until a new maintenance assessment is fixed. No Owner may exempt himself from liability for maintenance assessments by abandonment of any Unit belonging to him or by the abandonment of his right to the use and enjoyment of the Common Areas and Community Facilities or for any other reason whatsoever.

Except as may be otherwise provided for in this Declaration, this Declaration does not contemplate that the Association shall have any responsibility for the maintenance or repair of the Units or their appurtenances. The responsibility and duties of the Association for maintenance and repairs shall be limited to the obligations of the Declarant and/or its predecessors in title for maintenance or repair, including but not limited to easements for ingress and egress to the Project, as set forth in easements and agreements of record, the Common Areas and Community Facilities and utilities which the Association is required to repair or maintain. The Owner of any Unit shall, at his own expense and except as provided above, maintain the interior and exterior of his Unit and all appurtenances thereto including grass, bushes, shrubs, trees and other landscape improvements in good order, condition and repair and in a clean, sightly and sanitary condition at all times.

If the Board of Directors determines (i) that any Owner has failed or refused to discharge properly his obligation with regard to the maintenance, repair or replacement of items for which he is responsible hereunder; or (ii) that the need for maintenance, repair or replacement in the Common Areas and Community Facilities was caused through the willful or negligent act of any Owner, his or her family, guests, lessees or invitees, and it is not covered and paid for by insurance, except in an emergency situation, the Association shall give the Owner written notice of the Association's intent to provide necessary maintenance, repair or replacement at Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary by the Board of Directors. Unless the Board of Directors determines that an emergency exists, the Owner shall

Have ten (10) days after the date of such notice within which to complete maintenance, repair or replacement, or if the maintenance, repair or replacement is not capable of completion within such time period, to commence such maintenance, repair or replacement within ten (10) days and prosecute the same diligently and without interruption to completion. If the Board determines that an emergency exists, or if an Owner does not comply with the demand given by the Association as herein provided, the Association may provide any such maintenance, repair or replacement at the Owner's sole cost and expense, and such costs shall be added to and become a part of the assessment to which such Owner is subject and shall become and be a lien against the Unit and personal obligation of the Owner, as hereinafter provided.

Section 2. Special Maintenance Assessments. In addition to the regular maintenance assessments authorized by the Article, the Association may levy in any assessment year a special maintenance assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or inordinate repair or replacement of any improvement located upon or forming a part of the Common Areas and Community Facilities, including the necessary fixtures and personal property related thereto, or for such other purposes as the Board of Directors may consider appropriate; provided that any such assessment shall have the assent of the Members representing two-thirds (2/3) of each class of the then Members of the Association. A meeting of the Members shall be duly called for this purpose pursuant to Section 5 below.

Section 3. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacements by the allocation and payment to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited with any banking institution, the accounts of which are insured by an agency of the State of Georgia or by any agency of the United States of America, or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements may be expended only for the purpose of effecting the replacement of community Facilities, if any or major repairs to any sidewalks, parking areas, streets, or roadways developed as part of the Property or providing access to the Property, equipment replacement, insurance deductibles, and for start-up expenses and operating contingencies of a non-recurring nature relating to the Common Areas and Community Facilities. The Association may establish such other reserves for such other purposes as the

Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any Owner in any such reserves shall be considered an appurtenance of his Unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Unit to which it appertains and shall be deemed to be transferred with such Unit. The calculation and assessment of the reserves for replacement shall not commence with regard to any improvement until the improvement has been completed as evidenced by an authority requiring such escrow funds.

Section 4. Maximum Annual Assessment. Until January 1 of the year immediately following conveyance of the first Unit, the maximum annual maintenance assessment for each Unit to which Class A membership is appurtenant shall be \$225.00. Payment of the assessment shall commence following the completion of amenities on and conveyance of the Common Areas and Community Facilities. The annual maintenance assessment shall be levied at a uniform rate for each Unit to which Class A membership is appurtenant. The actual sums assessed annually by the Association may be at any lower amount than the maximum stated herein. There shall be proration for such annual maintenance assessment if an Owner owns a Unit for less than a full calendar year. Declarant shall be entitled to collect at closing such annual maintenance assessment for the year in which the closing occurs and, if after November 1 of any year, for the next succeeding calendar year.

Section 5. Increase in Maximum Annual maintenance Assessment.

From and after January 11 of the year immediately following the conveyance of the first Unit, the maximum annual maintenance assessment for all Class A memberships hereinabove provided for may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the members. The maximum annual assessment may be increased above five percent (5%) upon the assent of at least two-thirds (2/3) of each class of the then members at a meeting called for that purpose. The notice for any such meeting shall comply with the requirements of the By-Laws of the Association.

Written notice of any meeting called for the purpose of increasing the maximum annual assessment of the Association or authorizing any special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or proxies entitled to cast sixty percent (60%) of all the votes of each class of the then Members shall constitute a quorum. If the required quorum is not present,

Another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

ARTICLE VI

Section 1. Non-Payment of Assessments. Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the Unit or Units belonging to the Member against whom such assessment is levied and shall bind such Unit or Units in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the Member to pay such assessment shall, in addition, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to this Declaration, or any installment thereof, may be maintained without foreclosing or waiving the lien therein created to secure the same.

Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid within thirty (30) days after it is due shall bear interest at a rate not to exceed six percent (6%) per annum as established by the Board of Directors; and may, by resolution of the Board of Directors, subject the Member obligated to pay the same to also pay such "late charge" as the Board may fix. The Association may bring an action at law against the Member personally obligated to pay the same, or foreclose on the lien against the Unit or Units then belonging to said Owner/Member in the manner now or hereafter provided for the foreclosure of Mortgages, Deeds to Secure Debt or other liens of real Property in the State of Georgia containing a power of sale or consent to a decree, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law; in either of which events interest, costs and reasonable attorney's fees of fifteen percent (15%) of the sum claimed shall be added to the amount of each assessment. Any Owner who does not pay any assessment levied pursuant to this Declaration on or before the date when due shall not be entitled to use any recreational facilities located in the Common Areas and Community Facilities until such assessment is paid in full.

The Association shall notify the Holder of the First Mortgage on any Unit for which any assessment levied pursuant

To this Declaration becomes delinquent for a period in excess of sixty (60) days and in any other case where the Owner of such Unit is in default with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days, but any failure to give such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declaration, nor shall any such failure affect any priorities established in this Article.

Each Owner whose Unit is encumbered or may later become encumbered by a First Mortgage shall provide the name and address of said Mortgagee within thirty (30) days of said Owner's ownership of said Unit or within thirty (30) days of the date on which each such Mortgage is obtained by said Member. Any Owner failing to so provide shall pay the expenses of the Association to determine the name and address of the First Mortgagee.

The Board of Directors may, without any liability, post a list of Owners who are delinquent in the payment of any assessments or other fees which may become due the Association, including and installment thereof which becomes delinquent, in any prominent location upon the Property.

Section 2. Assessment Certificates. The Association shall, upon demand at any time, furnish to any Member liable for any assessment levied pursuant to this Declaration (or any other party legitimately interested in the same) a certificate in writing signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated. A charge not to exceed Ten and no/100 Dollars (\$10.00) may be levied in advance by the Association for each certificate so delivered.

Section 3. Priority of lien. The lien established by this Declaration shall preference over any other assessments, liens, judgments or charges of whatever nature, except the following.

(a) General and special assessments for advalorem real estate taxes on the Unit; and

(b) The liens of any Mortgage or encumbrances duly recorded on the Unit prior to the assessment thereon of the lien provided for in this Declaration, or duly recorded on said Unit after receipt of a written statement from the Board of Directors, reflection that payments of the assessment on said Unit were current as of the date of recordation of said Mortgage or encumbrance.

Notwithstanding any other provision of this Declaration to the contrary, the lien of any assessment levied pursuant to this Declaration upon any Unit, as in this Article provided, shall be subordinate to the lien of any Mortgage or other encumbrance duly recorded on such Unit and made in good faith and for value received and shall in no way affect the rights of the Holder of any such mortgage or other encumbrance; provided however, that such subordination shall apply only to assessments, and installments thereof, which have become due and payable prior to a sale or transfer of the Unit pursuant to a foreclosure of such Mortgage or other encumbrance or any deed, assignment or other proceeding or arrangement in lieu of foreclosure. Any Holder of any Mortgage or other encumbrance duly recorded on the Unit and made in good faith and for value received who comes into possession of the Unit pursuant to a foreclosure of such Mortgage or the other encumbrance, or any deed, assignment or other proceeding or arrangement in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the Unit free of any claims for unpaid maintenance assessments levied against the Unit which accrued prior to the time such purchaser comes into possession of the Unit or prior to the foreclosure sale. Such foreclosure, deed, assignment or other proceeding or arrangement in lieu of foreclosure shall not, however, relieve the Mortgagee in possession or the purchaser at any foreclosure sale from any liability for any maintenance assessments thereafter becoming due. Sale OR transfer of a Unit other than as described above shall not affect the assessment lien. No sale or transfer of any k8ingd shall relieve the Unit Owner from liability for any future assessments or liens.

No amendment to this Section shall affect the rights of the Holder of any First Mortgage on any Unit (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the Holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

The Board of Directors may, in its sole and absolute discretion, extend the provisions of this Section to the Holders of Mortgages (or the indebtedness secured thereby) not otherwise entitled hereto.

Section 4. Additional Default. Any recorded First Mortgage secured on a Unit on the Property shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default under such Mortgage (or the indebtedness secured thereby); but failure to include such a provision in any such Mortgage shall not affect the validity or priority thereof and the protection extended to the Holder

of such Mortgage (or the indebtedness secured thereby) by reason of Section 3 of this Article shall not be altered, modified or diminished by reason of such failure. The provisions of this Section 4 shall not pertain with respect to any Mortgage wherein the Department of Housing and Urban Development has any interest whatsoever.

Section 5. Commencement of Annual Assessments. After Conveyance of the Common Areas and Community Facilities and completion of all amenities thereon, the annual maintenance assessment for each Class A membership shall commence and be due and payable. Prior to conveyance of the Common Areas and Community Facilities and completion of all amenities thereon, payment of the annual maintenance assessment shall be optional. Except as otherwise herein provided, the annual assessment for any Unit shall become due and payable and a lien on January 1 of each year.

Section 6. Assessment of Declarant. Until the lapse of the Class B memberships, as above provided, the Declarant shall be subject to assessment by the Association as hereinafter provided. The Declarant shall, commencing as of the date of the conveyance of the first Unit, pay to the Association its pro rata share of the annual sum budgeted for reserves for replacements. Until the lapse of the Class B memberships, as aforesaid, the Declarant shall be responsible for payment of all budgeted expenses of the Association to the extent that the same are not funded by maintenance assessments paid to the Association. After lapse of the Class B memberships, the Declarant shall be assessed only for Units owned from time to time by Declarant.

Section 7. Exempt Property. No portion of the Common Areas and Community Facilities shall be subject to assessment of any kind by the Association.

ARTICLE VII

Section 1. Architectural and Environmental Control Committee.

Except for construction or development by, for or under contract with the Declarant, and except for any improvements to the Common Areas and Community Facilities accomplished by the Declarant concurrently with said construction and development, and except for purposes of proper maintenance and repair, no building, home, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon the Property or any Unit, nor shall any exterior addition to or change (including any change of color)

Or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Architectural and Environmental Control Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the community by an Architectural and Environmental Control committee designated by the Board of Directors.

Section 2. Architectural and Environmental Control Committee-Operation.

The Board of Directors shall appoint an Architectural and Environmental Control committee. The Architectural and Environmental Control Committee shall be composed of three (3) or more natural individuals designated from time to time by the Board of Directors. The affirmative vote of a majority of the Members of the Architectural and Environmental Control Committee shall be required in order to adopt or promulgate any ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

Section 3. Approvals, ets. Upon approval by the Architectural and Environmental Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within thirty (30) days after such plans and specifications (and all other materials and information required by the Architectural and Environmental Control Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with.

Section 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural and Environmental Control Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Committee (whether by affirmative action or by

forbearance from action, as in Section 3 of this Article above), and shall be substantially completed within twelve (12) months following the date of commencement, or within such other period as the Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Committee shall be conclusively deemed to have lapsed and compliance with the provisions of the Article shall again be required. There shall be no deviation from the plans and specifications approved by the Committee without the prior consent in writing of the Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 5 Certificate of Compliance. Upon the completion of any construction or alterations or other improvements to a Unit in accordance with plans and specification approved by the Architectural and Environmental Control Committee, the Architectural and Environmental Control Committee shall, at the request of the Owners thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Architectural and Environmental Control Committee and constructed or installed in full compliance with the provisions of this Declaration.

Section 6. Rules and Regulations, etc. The Architectural and Environmental Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and record such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, fences, colors, setbacks, materials or other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The Architectural and Environmental Control Committee may charge and collect a reasonable fee for examination of any plans and specification submitted for approval pursuant to the provisions of this Article. The decisions of the Architectural and Environmental Control Committee shall be final except that any Member who is aggrieved by an action or forbearance from action by the Committee (or by any policy, standards or guidelines established by the Committee) may within thirty (30) days from

the date of such decisions, appeal the decision of the Architectural and Environmental Control Committee to the Board of Directors. Upon such request, the Member shall be entitled to a hearing before the Board of Directors of the Association. The decision of the Board of Directors shall be final.

Section 7. Prohibited Uses and Nuisances. Except for the activities of the Declarant during the construction, marketing, sales, or development of the Property, or except with the prior written approval of the Board of Directors of the Association or the Architectural and Environmental Control Committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the Common Areas or Common Facilities:

(a) No noxious or offensive trade or activity shall be carried on at or within any Unit, nor shall anything be done therein or thereon, which may be or become an annoyance or nuisance to the neighborhood or other Owners. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior or any Unit or upon the exterior of any other improvements.

(b) The maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited in any Unit or upon any of the Common Areas, except that this shall not prohibit the keeping of dogs, cats, or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the other Owners. The Board of Directors or, upon resolution of the Board of Directors, the Architectural and Environmental Control Committee, shall have the authority, after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other Owners, and such determination shall be final. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted upon the Common Areas unless accompanied by a responsible individual and unless they are carried or leashed. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate.

(c) No burning or any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any kind shall be permitted in any Unit.

(d) Except as herein elsewhere provided, no junk vehicle, commercial vehicle, trailer, camper, camp truck, house trailer, boat or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any Unit and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the Common Areas and Community Facilities) shall be kept upon the Property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon.

(e) Trash and garbage container shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any portion of the Property. Garbage, trash and other refuse shall be placed in covered containers.

(f) Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or similar transmission line shall be installed or maintained above the surface of the ground.

(g) No Unit shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

(h) No structure of a temporary character, and no trailer, tent, shack barn, pen, kennel, run, stable, outdoor clothes dryer, shed or other buildings shall be erected, used or maintained on the Property at any time.

(i) Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional sign or signs as may be maintained by the Declarant or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Unit. Provided, however, that one sign not exceeding two (2) square feet in area and not illuminated may be attached to a Unit where a professional office (as defined below) is maintained, and provided further, that one temporary real estate sign not exceeding six (6) square feet in area, may be erected upon the Property in front of or may be attached to any Unit placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such Unit. The provisions of this subsection shall not apply to any Institutional Mortgagee of

any Unit who comes into possession of the Unit by reason of any remedies provided by law or in such Mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, assignment or deed in lieu of foreclosure.

(j) No structure, planting or other material (except as erected or planted by Declarant) shall be placed or permitted to remain upon any portion of the Property which may damage or interfere with any easement for the installation or maintenance of utilities easements or easements for use or ingress and egress or which may unreasonably change, obstruct or tetrad direction or flow of any drainage channels.

(k) No outside television aerial, satellite dish or radio antennae, or other aerial, antennae or dish for either reception or transmission, shall be maintained upon the Property except that such aerials, antennae or dishes may be erected and maintained within the Units located upon the Property.

(l) No Owner shall make any private or exclusive or proprietary use of any of the Common Areas and Community Facilities except with the specific approval of the Architectural and Environmental Control Committee and then only on a temporary basis and no Owner shall engage or direct any employee of the Association to do any private business of the Owner during the hours such employee is employed by the Association, nor shall any Owner direct, supervise or in any manner attempt to assert control over any employee of the Association.

(m) The enclosed, heated living area (exclusive of garages, carports, porches, terraces, bulk storage and basement area, whether or not finished) of Units shall contain not less than one thousand four hundred (1,400) square feet. No dwelling shall be constructed which exceeds three (3) stories in height.

Section 9. Residential Use Leasing.

(a) All Units shall be used for private residential purposes exclusively, except that a professional office may be maintained in a Unit, if such maintenance and use is limited to the individual actually residing in the Unit and, if such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance or regulation. As used in this Declaration, the term "professional office" shall mean rooms used for office purposes by a Member of any recognized profession, including doctors, dentists, lawyers, architects

and the like, but not including medical or dental clinics. Nothing contained in this Declaration shall be construed to prohibit the Declarant from the use of any Unit for promotional or display purposes, as "model homes," as a sales office, or the like.

(b) Units may be rented only in their entirety; no fraction or portion may be rented, and no transient tenants may be accommodated therein. All leases and lessees are subject to the provisions of the Declaration and By-Laws and must be in writing. All rental periods must be for a term of not less than six (6) months. The Unit Owner must make available to the tenant copies of the Declaration, the By-Laws and rules and regulations promulgated pursuant thereto. Any lease of a Unit shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Unit Owner agrees that any lease of a Unit shall contain the following language and that if such language is not expressly contained therein, such language shall be incorporated into any such lease by the existence of this covenant. Any lessee, by occupancy of a Unit, agrees to the applicability of this covenant and the incorporation of this covenant and the following language into the lease:

(i) Any lessee (tenant) of a Unit agrees to abide by and comply with all provisions of the Declarations, the Association By-Laws and all rules and regulations promulgated pursuant thereto. The above provisions shall not be construed to release the Unit Owner from any obligation, including the obligation for assessments for which he or she would otherwise be responsible, and the lessee and Owner shall be jointly and severally liable therefore.

(ii) Any violation of the Declaration, the Association By-Laws or the rules and regulations adopted in accordance therewith shall be deemed to be a violation of the terms and provisions of the lease and thereby authorize the Owner/lessor to terminate the lease without liability and to evict the tenant/lessee in accordance with Georgia law.

(iii) Any tenant charged with the violation of the Declaration, the Association By-Laws or any rules and regulations adopted pursuant thereto shall be entitled to the same rights to which the Unit Owner would be entitled under the Declaration, the By-Laws or the rules and regulations adopted.

Section 9. Fences. No fence shall be more than six (six) feet in height. Chain link and other wire fencing is specifically prohibited. The erection of all fences shall be subject to the

provisions of Article VII of this Declaration. Except as may be erected by Declarant, there shall be no fences in front of any Unit.

Section 10. House Rules, etc. There shall be no violation of any rules for the use of the Common Areas and Community Facilities or "house rules" or other community rules and regulations not inconsistent with the provisions of the Declaration which may from time to time be adopted by the Board of Directors of the Association and promulgated among the membership in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.

Section 11. Enforcement - Right to Remove or Correct Violations.

In the event any violation or attempted violation of any of these Covenants and Restrictions shall occur or be maintained within any Unit, or in the event of any other conduct in violation of any of the provisions or requirements of this Declaration, then the same shall be considered to have been undertaken in violation of this Declaration and without the approval of the Architectural and Environmental Control Committee required herein and, upon written notice from the Architectural and Environmental Control Committee, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the Owner of the Unit within which such violation exists, or to the Member responsible for such violation if the same shall be committed or attempted on premises other than the Unit owned by such Member, then the Association shall have the right, through its agents and employees (but only after a resolution of the Architectural and Environmental Control Committee) to enter such Unit and to take such steps as may be necessary to remove or otherwise terminate or abate such violation, and the cost thereof may be assessed against the Unit upon which such violation occurred and when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Unit, at which time the assessment shall become due and payable and a continuing lien upon such Unit, in all respects (and subject to the same limitations) as provided in this Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Unit, at any reasonable time and upon reasonable prior notice, for the purpose of ascertaining whether any violation of the provisions of this Article or any of the other provisions or requirements of this Declaration

exist within such Unit; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE VIII

Section 1. Common Areas and Community Facilities Insurance.

(a) The Board shall have the authority to and shall obtain and continue in effect adequate property insurance, in such form as the Board of Directors deems appropriate, insuring all Common Areas and community Facilities against loss or damage by fire or other hazards, including, without limitation, extended coverage and vandalism and malicious mischief, and coverage usually provided by the standard "all risk" endorsement. Such insurance coverage to be in an amount sufficient to cover the full replacement cost (without depreciation) of any repair or reconstruction in the event of damage or destruction from any such hazard.

(b) The Board of Directors shall conduct, at least once every two (2) years, an insurance review which shall include a replacement cost appraisal, without respect to depreciation, of all insured Common Areas and Community Facilities.

(c) All Property insurance policies obtained by the Board may contain reasonable deductibles, and the amounts thereof shall be added to the face amounts of such policies in determining whether such insurance coverage equals at least the full replacement cost of such insured improvements.

Provided, that unless a higher maximum amount is required by State law, the maximum deductible amount for any policy or policies covering the Common Area and Co0mmon Facilities shall not exceed the lesser of \$10,000 or 1% of the face amount of such policy or policies and the maximum deductible amount for any policy or policies covering the Units shall not exceed the lesser of \$1,000 or 1% of the replacement cost of such Unit or Units.

(d) All such insurance coverage obtained by the Board on Common Areas and Community Facilities shall be written in the name of the Association and costs of all such coverage shall be a common expense of the Association and subject to the provisions of Article V of this Declaration. Exclusive authority to adjust losses under policies obtained by the Board and hereafter in force with respect to the Units shall be

vested in the Board. Insofar as permitted by law, the Association shall be required to make a good faith effort to secure insurance policies with the provisions hereinafter set forth:

- (i) All policies shall be written with a company licensed to do business in the State of Georgia and holding a rating of A-XI or better in the financial category as established by Best's Insurance Reports if such a company is available and, if not available, its equivalent rating or the best rating possible.
- (ii) All property insurance policies shall be for the benefit of the Association.
- (iii) All property insurance policies shall contain a waiver by the insurer of its right to repair and reconstruct instead of paying cash.
- (iv) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by Owners or their Mortgagees.
- (v) All policies shall contain a provision that no policy may be canceled, invalidated, or suspended on account of the conduct or one or more of the individual Owners, or their respective families, tenants, agents, and guests, or on account of the acts of any director, officer, employee, or agent of the Association or of its management agent without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.
- (vi) All policies shall contain "Agreed Amount and Inflation Guard Endorsement" and a "Construction Code Endorsement."

Section 2. Owner's Insurance. It shall be the responsibility, and obligation of each Owner to obtain insurance, at his own expense, affording public liability coverage and/or fire, hazard and property damage coverage upon his Unit.

Section 3. Assessments. If the damage or destruction to Common Areas and Community Facilities for which the insurance

proceeds are paid to the Association is to be repaired or reconstructed, and such proceeds together with the deductible amounts maintained on reserve are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment or assessments against all Unit Owners to provide sufficient funds to pay such excess cost of repair or reconstruction. Additional assessments, as needed, may be made in like manner at any time during or following the completion of such repair or reconstruction.

Section 4. Repair and Reconstruction. If the damage or destruction to Common Areas and Community Facilities is to be repaired or reconstructed, the funds for the payment of repair or reconstruction shall consist of the proceeds of insurance, reserves for deductible amounts and funds collected by the Association from assessments as provided herein and shall be disbursed in payment of such costs in the discretion of the Board of Directors.

ARTICLE IX

Section 1. Management Agent. The Board of Directors may employ on behalf of the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing, including without limitation:

(a) To establish (with the approval of the Board of Directors of the Association) and provide for the collection of the annual maintenance assessments and any other assessments provided for in this Declaration and to provide for the enforcement of liens therefore in a manner consistent with law and the provisions of this Declaration;

(b) To provide for the care, upkeep, maintenance and surveillance of the Common Areas and community Facilities;

(c) To designate, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the Common Areas and Community Facilities;

(d) To promulgate (with the approval of the Board of Directors of the Association) and enforce such rules and regulations and such restrictions or requirements, "house rules" or the like as may be deemed proper respecting the use of the Common Areas and Community Facilities; and

(e) To provide such other services (including accounting services) for the Association as may be consistent with law and the provisions of this Declaration.

Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated with or without cause by either party upon thirty (30) days written notice thereof to the other party. The term of any such management agreement shall not exceed one (1) year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

Section 2. Limitation of Liability. The association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to individual or Property caused by the elements or resulting from water which may leak or flow from any portion of the Common Areas and Community Facilities, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any Member for loss or damage, by theft or otherwise, for articles which may be stored upon the Common Areas and Community Facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas and Community Facilities, or from any action taken by the Association to comply within any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE X

Section 1. Reservation of Easement Rights by the Declarant. The Declarant hereby reserves a non-exclusive easement and right-of-way in, through, over and across the Common Areas and Community Facilities for the purposes of storage of building supplies and materials, the installation, construction, maintenance, reconstruction and repair of sanitary sewer lines, water lines, cables, storm drains, easements and appurtenances to any of the same, and for all other purposes reasonable related to the completion of construction and the provision of utility services, whether public or private, to the Property, in the vicinity of the Property. Any and all instruments of conveyance made by the Declarant to the Association with respect to any of the Common Areas and community Facilities or easements shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such

instruments. At the request in writing of the Declarant, the Association shall from time to time execute, acknowledge and deliver to the Declarant such further assurances of this reservation as may be necessary.

Section 2. Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such other licenses, easements and rights-of-way over the Common Areas and Community Facilities for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, cables, underground conduits and such other purposes related to the provision of utility services to the community as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the Common Areas and Community Facilities and for the preservation of the health, safety, convenience and welfare of the Owners of the Units.

Section 3. Additional Easement Rights. The Association shall have the right to enter upon the Common Areas and community Facilities and , to the extent required, to enter upon each Unit and any portion thereof for the purpose of installing, maintaining, repairing or replacing sanitary or storm sewer lines, water lines and such other utilities as may be located under or cross under any such Unit or Units and any Property conveyed therewith; for the purpose of repairing, maintaining or replacing Community Facilities or any improvements or structures located on Common Areas; and for the purpose of repairing, maintaining or landscaping that portion of each Unit and any Property conveyed therewith for which the Association has been given or may assume that responsibility or obligation, and for those purposes an easement is hereby reserved in favor of the Association.

Section 4. Additional Easement Rights of Declarant. The Declarant and its agents, representatives and employees, shall have, and there is hereby reserved thereunto, an easement for the maintenance of sales offices and/or model Units on the Property and an easement as required for the development, construction and/or sale of the Units on the Property (including and easement for on-site sale signage) for so long as Declarant owns any Class A membership or Class B membership in the Property.

ARTICLE XI

Section 1. Amendment. Prior to the sale of the first Unit by Declarant, this Declaration may be amended from time to time by Declarant. Subject to the other limitations set forth in this

Declaration, during the initial twenty (20) year term hereof, this Declaration may be amended only by an instrument executed and acknowledged by ninety percent (90%) of the Unit Owners, which instrument shall be recorded among the Fulton County, Georgia records. Subject to the other limitations set forth in this Declaration, after the initial twenty (20) year term hereof, this Declaration may be amended by an instrument executed and acknowledged by seventy-five (75%) of the Unit Owners, which instrument shall be recorded among the Fulton County, Georgia records. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording.

In the event that any portion of the Property shall be financed by or shall be bought by Declarant or any successors or assigns to be financed loans insured by the Veterans Administration or the Federal Housing Administration or, in the event that any loans secured by First Mortgage on any Units are purchased by the Federal Home Loan Mortgage Corporation, the Federal national Mortgage Association, or by any Institutional Mortgagee or by a similar type organization, the Board of Directors of the Association may, without the assent of the membership, amend this Declaration and do such other acts as are necessary to comply with the requirements of the Veterans Administration, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation, the Federal national Mortgage Association or such similar organization as the case may be. Any such amendment must be properly recorded.

Section 2. Duration. Unless amended in accordance with the provisions of this Declaration, and except where permanent easements or other permanent rights or interests are herein created, the Covenants and Restrictions to this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date of recordation of this Declaration, after which the said covenants shall be automatically extended for successive periods of ten (10) years.

Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Property. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any individual or individuals violating or attempting to violate any Covenant or Restrictions, either to restrain or enjoin violation or to recover damages or both, and against any Unit to enforce the lien created hereby; the failure or forbearance

by the Association or the Owner of any Unit to enforce any covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The provisions hereof may be enforced, without limitation, by the Association, by any Owner or Mortgagee of any Unit which becomes subject to the provisions hereof, and by any other individual, firm, corporation or legal entity who has any right to the use of any of the common Areas and Community Facilities owned by the Association.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 4. Successors of Declarant. Any and all rights, reservations, easements, interest, exemptions, privileges and powers of the Declarant hereunder, or any part of them, may be assigned and transferred (exclusively or non-exclusively) by the Declarant, with or without notice to the Association.

Section 5. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Unit, any deed purporting to effect such transfer shall contain a provision incorporating by reference this Declaration. In the event a deed fails to contain the provisions as provided herein, this Declaration shall be incorporated into such deed by reference had all transfers shall be subject to the provisions contained herein.

Section 6. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail postpaid, to the last known address of the individual who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 7. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Areas and Community Facilities by any public or municipal agency, authority, or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Common Areas and Community Facilities.

Section 8. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in

no way affect any other provisions hereof, each of which shall remain in full force and effect.

Section 9. Consents. Any other provision of this Declaration to the contrary notwithstanding, neither the Members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of the Institutional Mortgagees holding first priority Mortgages of record on the Units of which the Board of Directors have been notified:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the Common Areas and Community Facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Common Areas and Community Facilities by the Members of the Association and the dedication of streets and other rights of way in the subdivision shall not be an action requiring any approval within the meaning of this Section; or

(b) abandon or terminate the Declaration; or

(c) modify the method of determining and collecting common expense assessments or other assessments as provided for in this Declaration; or

(d) resolve to use the proceeds of casualty insurance for any purpose other than the repair, replacement or reconstruction of the Common Areas and Community Facilities; or

(e) modify or amend any material or substantive provision of this Declaration which will adversely affect the interest of the Institutional Mortgagees holding first priority Mortgages.

Section 10. Consent of Federal housing Administration, Veterans Administration and Federal National Mortgage Association.

Provided that any Unit in the project is then encumbered by a Mortgage which is insured by the Veterans Administration, Federal Housing Administration, or by the Federal National Mortgage Association and provided further that there are then Class B memberships of the Association outstanding, neither the Members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of the above-mentioned institution or institutions insuring Mortgages on any Units:

(a) abandon, partition, subdivide, encumber, sell, dedicate or transfer any of the Common Areas and Community Facilities;

(b) annex any Additional Property; or

(c) modify or amend any material or substantive provisions of the Declaration.

Section 11. Additional Rights of Mortgagees - Notice. The Association shall promptly notify the Holder of the First Mortgage on any Unit for which any assessment levied pursuant to the Declaration or any installment thereof, becomes delinquent for a period in excess of sixty (60) days, and the Association shall promptly notify the Holder of the First Mortgage on any Unit with respect to which any default in any other provision of this Declaration remains uncured for a period in excess of sixty (60) days following the date of such default. Any failure to give any such notice shall not affect the validity or priority of any First Mortgage on any Unit, and the protection extended in this Declaration to the Holder of any such Mortgage shall not be altered, modified or diminished by reason of such failure.

No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after ten (10) days written notice to the Mortgagee holding the first priority Mortgage on the Unit which is the subject matter of such suit or proceeding.

Any Institutional Mortgagee may pay any taxes, utility charges or other charge levied against the Common Areas and Community Facilities which are in default and which may or have become a charge or lien against any of the Common Areas and Community Facilities, and any such Mortgagee may pay any overdue premiums on any hazard insurance policy or secure new hazard insurance coverage on the lapse of any policy, with respect to any Unit in which it holds a security interest or the Common Areas and Community Facilities. Any Mortgagee who advances any such payment shall be due immediate reimbursement of the amount so advanced from the Association.

Section 12. Condemnation or Eminent Domain. In the event any part of the Common Areas and Community Facilities is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Association shall give prompt written notice of any such proceeding or proposed acquisition to the Holders of all First Mortgages of record on the Units. No provision of this

Declaration or the By-Laws of the Association shall entitle any Member to any priority over the Mortgagee holding a first priority Mortgage of record on his Unit with respect to the distribution to such Member of the proceeds of any condemnation or settlement relating to a taking of the Common Areas and Community Facilities.

Section 13. Captions and Gender. The captions contained in this Declaration are for convenience only, are not a part of this Declaration, and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall also include the plural.

IN WITNESS WHEREOF, the said Pulte Home Corporation, a corporation organized and existing under the laws of the State of Michigan, has, on the day and year first above written, caused these presents to be executed and sealed in its corporate name by Douglas W. Puvogel, as attorney-in-fact, and does hereby appoint the Undersigned, as its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

PULTE HOME CORPORATION, a Michigan corporation

By: _____
Douglas W. Puvogel (Pursuant to Power of Attorney and Grant of Agency executed by Robert K. Burgess, President of Pulte Home Corporation, which Power of Attorney and Grant of Agency is recorded in the real property records of Fulton County, Georgia at Deed Book 12639, pages 069 - 070.)

THIS DOCUMENT IS A FACSIMILE OF THE ACTUAL DOCUMENTS ON FILE (WITH ORIGINAL SIGNATURES AND SEALS) WITH THE GOVERNMENT OF FULTON COUNTY, BOOK 13334.

BOOK13334PAGE306

EXHIBIT A

Abbotts Landing
Unit One
Legal Description

All that tract or parcel of land lying and being in Land Lot 229 of the 1st District, 1st Section, Fulton County, Georgia, as shown on the Final Plat of Unit One, Abbotts Landing, prepared by G.M. Gillespie of Watts & Browning Engineers, Inc., Georgia Registered Land Surveyor No. 2121, dated December 14, 1989 and being more particularly described as follows:

To find the Point of Beginning, begin at a point located at the intersection of the southern land lot line of Land Lot 230 and the northern land lot line of Land Lot 229 with Abbotts Bridge Road (60 foot right-of-way), said point being marked by an iron pin placed located on the southwestern right-of-way line of Abbotts Bridge Road (60 foot right-of-way); running thence in a southeasterly direction along the southwestern right-of-way line of Abbotts Bridge Road (60 foot right-of-way) south 33 degrees 37 minutes 35 seconds east, a distance of 899.65 feet to a point located on the southwestern right-of-way line of Abbotts Bridge Road (60 foot right-of-way) and marked by an iron pin placed; running thence south 29 degrees 26 minutes 39 seconds west, a distance of 50.47 feet to the POINT OF BEGINNING; running thence south 29 degrees 26 minutes 39 seconds west, a distance of 218.79 feet to a point; running thence south 18 degrees 36 minutes 59 seconds west, a distance of 295.17 feet to a point located on the northern right-of-way line of Byers Road (60 foot right-of-way) and marked by an iron pin placed; running thence in a westerly direction along the northern right-of-way line of Byers Road (60 foot right-of-way) south 88 degrees 25 minutes 33 seconds west, a distance of 128.73 feet to a point located on the northern right-of-way line of Byers Road (60 foot right-of-way); running thence in a westerly direction along the northern right-of-way line of Byers Road (60 foot right-of-way), an arc distance of 246.87 feet to a point located on the northern right-of-way line of Byers Road (60 foot right-of-way), said arc being subtended by a chord bearing south 89 degrees 32 minutes 59 seconds west and having a chord distance of 246.85 feet; running thence in a westerly direction along the northern right-of-way line of Byers Road (60 foot right-of-way) north 89 degrees 19 minutes 35 seconds west a distance of 419.42 feet to a point; running thence north 01 degrees 13 minutes 12 seconds east a distance of 330.00 feet to a point; running thence north 39 degrees 36 minutes 45 seconds west a distance of 91.76 feet to a point

Located on the land lot line dividing Land Lots 199 and 229;
running thence along said common land lot line north 01 degrees
13 minutes 12 seconds east a distance of 257.85 feet to a point;
thence leaving said land lot line dividing Land Lots 199 and 229
and running south 87 degrees 45 minutes 27 seconds east a
distance of 300.66 feet to a point; running thence south 14
degrees 15 minutes 45 seconds east a distance of 42.81 feet to a
point; running thence south 76 degrees 04 minutes 49 seconds
east a distance of 145.25 feet to a point; running thence south
82 degrees 53 minutes 32 seconds east a distance of 210.00 feet
to a point; running thence north 33degrees 37 minutes 35 seconds
west a distance of 199.96 feet to a point; running thence north
48 degrees 44 minutes 53 seconds east a distance of 108.65 feet
to a point located on the southwestern right-of-way line of
Boxford Place (50 foot right-of-way) an arc distance of 44.12
feet to a point, said arc being subtended by a chord bearing
north 41 degrees 30 minutes 33 seconds west and having a chord
distance of 44.00 feet; running thence north 48 degrees 19
minutes 38 seconds east a distance of 50.30 feet to a point;
running thence north 56 degrees 22 minutes 25 seconds east a
distance of 126.23 feet to a point; running thence south 33
degrees 37 minutes 35 seconds east a distance of 537.87 feet to
the POINT OF BEGINNING.

BOOK13334PAGE308

EXHIBIT B

Abbotts Landing
Common Areas and Community Facilities
Legal Description

All that tract of parcel of land lying and being in Land Lot 229 of the 1st District and 1st Section of Fulton County, Georgia, and being more particularly described as follows:

Beginning at a point on the southwesterly right-of-way of Boxford Place (50 foot right-of-way) a distance of 487.85 feet northerly and northwesterly from the intersection formed by the westerly right-of-way of Boxford Place (50 foot right-of-way) and the northerly right-of-way of Thatching Lane (50 foot right-of-way) and running thence south 48 degrees 44 minutes 53 seconds west a distance of 108.65 feet to a point; running thence south 33 degrees 37 minutes 35 seconds east a distance of 199.96 feet to a point; running thence north 82 degrees 53 minutes 32 seconds west a distance of 210.00 feet to a point; running thence north 76 degrees 04 minutes 49 seconds west a distance of 145.25 feet to a point; running thence north 14 degrees 15 minutes 45 seconds west a distance of 87.44 feet to a point; running thence north 38 degrees 17 minutes 40 seconds east a distance of 25.00 feet to a point; running thence north 75 degrees 38 minutes 08 seconds east a distance of 143.00 feet to a point; running thence south 71 degrees 37 minutes 20 seconds east a distance of 60.00 feet to a point; running thence north 48 degrees 44 minutes 53 seconds east a distance of 135.33 feet to a point on the southwesterly right-of-way of Boxford Place (50 foot right-of-way), and following the curvature thereof (said curve being a curve to the right having a chord distance of 44.00 feet on a bearing of south 41 degrees 20 minutes 33 seconds east and a radius of 172.57), a distance of 44.12 feet to the POINT OF BEGINNING; said property containing 1.1662 acres or 50,798 sq. ft.

BOOK13334PAGE309

Exhibit C

Legal Description

All that tract or parcel of land lying and being in Land Lot 229 of the 1st District, 1st Section, Fulton County, Georgia, as shown on that survey prepared by G. M. Gillespie of Watts & Browning Engineers, Inc., Georgia Registered Land Surveyor No. 2121, dated February 11, 1989, last revised June 14, 1989, and being more particularly described as follows:

BEGINNING at a point located at the intersection of the southern land lot line of Land Lot 230 and the northern land lot line of Land Lot 229 with Abbotts Bridge Road (60 foot right-of-way), said point being marked by an iron pin placed located on the southwestern right-of-way line of Abbotts Bridge Road (60 foot right-of-way); running thence in a southeasterly direction along the southwestern right-of-way line of Abbotts Bridge Road (60 foot right-of-way) south 33 degrees 37 minutes 35 seconds east, a distance of 899.65 feet to a point located on the southwestern right-of-way line of Abbotts Bridge Road (60 foot right-of-way) and marked by an iron pin placed; running thence south 29 degrees 26 minutes 39 seconds west, a distance of 269.26 feet to an iron pin placed; running thence south 18 degrees 36 minutes 59 seconds west, a distance of 295.17 feet to a point located on the northern right-of-way line of Byers Road (60 foot right-of-way) and marked by an iron pin placed; running thence in a westerly direction along the northern right-of-way line of Byers Road (60 foot right-of-way) south 88 degrees 25 minutes 33 seconds west, a distance of 128.73 feet to a point located on the northern right-of-way line of Byers Road (60 foot right-of-way); running thence in a westerly direction along the northern right-of-way line of Byers Road (60 foot right-of-way) an arc distance of 246.87 feet, said arc being subtended by a chord having a chord bearing of south 89 degrees 32 minutes 59 seconds west and a chord distance of 246.85 feet to a point located on the northern right-of-way line of Byers Road (60 foot right-of-way); running thence in a westerly direction along the northern right-of-way line of Byers Road (60 foot right-of-way) north 89 degrees 19 minutes 35 seconds west, a distance of 479.421 feet to a point located at the intersection of the northern right-of-way line of Byers Road (60 foot right-of-way) with the eastern land lot line of Land Lot 199 and the western land lot line of Land Lot 229, said point being marked by a 5/8" reinforcing rod; running thence in a northerly direction along the eastern land lot line of Land Lot 199 and the western land lot line of Land Lot 220 north 01 degrees 12 minutes 12 seconds east, a distance of 1270.35 feet to a point located at the intersection of the land lot lines of Land Lots 198, 199, 229 and 230, said point being marked by an iron pin found; running thence in an easterly direction along the southern land lot line of Land Lot 230 and the northern land lot line of Land Lot 229 south 89 degrees 17 minutes 20 seconds east, a distance of 556.29 feet to a point located at the intersection of the southern land lot line of Land Lot 230 and the northern land lot line of Land Lot 220 with the southwestern right-of-way line of Abbotts Bridge Road (60 foot right-of-way) and the POINT OF BEGINNING, said property containing 25.29 acres, more or less.

STATE OF GEORGIA

Cross Reference: Deed book 13334
Page 275

COUNTY OF FULTON

AMENDMENT TO THE DECLARATION OF
CONVENANTS AND RESTRICTION FOR ABBOTTS LANDING SUBDIVISION

WHEREAS, the Declaration of Covenants and Restrictions for Abbots Landing Subdivision was recorded on April 16, 1990, in Deed Book 13334, Page 275, et seq., Fulton County, Georgia Records ("Declaration"), as amended; and

WHEREAS, Article XI, Section 1 of the Declaration provides for amendment of the Declaration with the affirmative vote, written consent, or any combination thereof, of members of the Abbots Landing Homeowners Association, Inc. ("Association"), holding sixty-six and two-thirds (66-2/3%) percent of the total eligible vote thereof; and

WHEREAS, members holding at least sixty-six and two-thirds (66-2/3%) percent of the total eligible vote of the Association desire to amend the Declaration and have approved this amendment; and

WHEREAS, this amendment does not modify or amend any material or substantive provisions which will adversely affect the interests of any institutional mortgagee holding a first priority mortgage on any Unit; provided, however, if a court of competent jurisdiction determines that this amendment does so without such mortgagee's consent in writing, then this amendment shall not be binding on such mortgagee, unless such mortgagee consents hereto; and if such consent is not forthcoming, then the provisions of the Declaration prior to this Amendment shall control with respect to the affected mortgagee;

NOW, THEREFORE, the Declaration is hereby amended as follows:

1.

Article I, Section 1(i) of the Declaration is hereby amended by adding the following to the end thereto:

The Property constitutes a residential property owners development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie, 1982), as such act may be amended from time to time.

THIS AMENDMENT SUBJITS THE PROPERTY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. § 44-3-220, ET.SEQ.

2.

Article I, Section 1 of the Declaration is hereby amended by adding the following subsection (k) thereto:

(k) "Act" shall mean the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as such act may be amended from time to time.

3.

Article II, Section 1 of the Declaration is hereby amended by adding the following to the end thereto:

The property subjected to this Declaration constitutes a residential property owners development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as such act may be amended from time to time.

4.

Article V and VI of the Declaration are hereby amended by deleting those Articles in their entirety and substituting the following therefore:

Article V
Duties and Powers; Maintenance Obligations

Section 1. Duties and Powers: Conflicts. The duties and powers of the Association shall be those set forth in the Act, the Georgia Nonprofit Corporation Code, the Declaration, the Bylaws, and the Articles of Incorporation, together with those reasonably implied to affect the purposes of the Association. The Board of Directors shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Property and may do all such acts and things as are not by the Act, the Declaration, the Articles of Incorporation or the Bylaws directed to be done and exercised exclusively by the Members. In addition to all other rights and powers of the Association, the Association shall have the power to enforce use restrictions, other Declaration and by-laws provisions, and rules and regulations by imposing reasonable monetary fines, exercising self-help powers, and suspending use and voting privileges, as provided herein and in Section 44-3-223 of the Act. These powers however, shall not limit any other legal means of enforcing the use restrictions or Association rules and 4regulatons by either the Association or, in an appropriate case, by an aggrieved Owner.

If there are conflicts or inconsistencies between the Act, the Georgia Nonprofit Corporation code, the Decla4ration, the Bylaws, or the Articles of Incorporation, then the provisions of the Act, the Georgia Nonprofit Corporation code, as may be applicable, the Declaration, the Articles of Incorporation and the Bylaws, in the order, shall prevail, and each Owner of a Unit, by acceptance of a deed or other conveyance therefore, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

Section2. Maintenance Obligations. Each Owner shall maintain and keep his or her Unit and dwelling, including landscaping, in good repair, condition and order and in a clean, attractive and sanitary condition. In addition, each Owner shall maintain any public right of way located between the Owner's Unit and the curb of the street(s) bordering such Unit. Such maintenance shall be performed consistent with this Declaration and the standards established by the Board. Each Owner shall perform his or her responsibility hereunder in such a manner so as not to unreasonably disturb other Owners.

If the Board determines that any Owner has failed or refused to discharge properly his or her maintenance or repair obligation hereunder, then, the Association may perform such repairs and assess all costs thereof against the Owner if the Owner fails to do so within ten (10) days of written notice from the Association to do so. If the Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the notice or previous notices given by the Association as herein provided; then the Association may provide any such maintenance or repair and assess the costs thereof against the Owner.

Article VI Assessments

Section 1. Purpose of Assessment. The Association shall have the power to levy assessments as provided herein and in the Act. The assessments for common expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Units as may be authorized by the Board.

Section 2. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Unit, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments, such assessments to be established and collected as hereinafter provided; and (iii) specific or individual assessments against any particular Unit which are established pursuant hereto, including, but not limited to, reasonable fines imposed in accordance with the terms of the Act and hereof.

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

Assessments shall be paid in such manner and on such dates as may be fixed by the Board. No Owner may exempt himself or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever, including, but not limited to, nonuse of the Common Areas and Community Facilities, the Association's failure to provide services or perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties. The lien provided for herein shall have priority as provided in the Act.

Section 3. Individual Assessments. Except as otherwise provided herein, each Unit is hereby allocated equal liability for common expenses.

(a) Except as provided below, or elsewhere in the Act, the Declaration or the Bylaws, the amount of all common expenses shall be assessed against all the Units.

(b) The board of Directors shall have the power to assess specially pursuant to this Section and to Section 44-3-225(a) of the Act as, in its discretion, it deems appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority hereunder in the future with respect to any expenses.

(i) Any common expenses benefiting less than all of the Units or significantly disproportionately benefiting all Units may be specially assessed equitably among all of the Units which are benefited according to the benefit received.

(ii) Any common expenses occasioned by the conduct of less than all of those entitled to occupy all of the Units or by the licensees or invitees of any such Unit(s), including attorney's fees incurred in enforcing the Declaration, Bylaws or rules and regulations, may be specially assessed against such Unit(s).

Section 4. Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

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

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

(b) If assessments, fines or other charges, or any part thereof due from an Owner remain delinquent and unpaid for more than fifteen (15) days from the date due, then after ten (10) days written notice, the Board may accelerate and declare immediately due any installments of the annual assessment and any special assessment.

(c) If Assessments and other charges or any part thereof remain unpaid more than thirty (30) days after the assessment payment first become delinquent, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the bylaws, the Act and Georgia law and suspend the Owner's and occupant's right to use the Common Areas and community facilities.

Section 5. Computation of Operating Budget and Assessment. At least thirty (30) days prior to the beginning of the Association's fiscal year, the Board shall prepare a budget covering the estimated costs of operating the Property during the coming year. The Board shall cause the budget and notice of the Assessments to be levied against each Unit for the following year to be delivered to each Member at least twenty-one (21) days prior to the Association's annual meeting. The annual budget and assessment shall become effective unless disapproved at an Association meeting by a majority of the entire Association vote. If the membership or the Board fails for any reason to determine or approve the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year, and the Board may propose a new budget at any time during the year by causing the proposed budget and assessment to be delivered to the Members at least thirty (30) days prior to the proposed effective date thereof.

Section 6. Special Assessments. In addition to other assessments authorized herein, the Board may levy special assessments for any purpose against all Owners after written notice and with prior approval of Owners holding two-thirds (2/3) of the vote cast in person or by proxy at a duly called Association meeting or by ballot.

Section 7. Statement of Account. 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 setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a Unit. The association shall respond in writing within five (5) days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten (\$10) dollars or such higher amount authorized under 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.

Section 8. Capital Budget and Contribution. The Board shall annually prepare a capital budget which shall take 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 projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by equal annual assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within the budget and assessment as provided in Section 5 hereof. A copy of the capital budget shall be distributed to each member in the same manner as the operating budget.

Section 9. Surplus Funds and Common Profits. Common profits from whatever source shall be applied to the payment of common expenses. Any surplus funds remaining after the application of such common profits to the payment of common expenses shall, at the Board's option, either be distributed equally to the Owners or credited to the next assessment chargeable to the Owners, or added to the Association's reserve account.

5.

Article VII, Section 7(k) of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefore:

(k) Antennas and Satellite Dishes. No transmission antenna, of any kind, may be erected anywhere on the Property without written approval of the Board of Directors. No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) larger than one meter in diameter shall be placed, allowed, or maintained upon any portion of the Property, including a Unit, except with written Board approval. Notwithstanding anything to the contrary in this Article, DBS and MMDS antennas a one meter or less in diameter and television broadcast service antennas may be installed only in accordance with Federal Communication Commission (FCC) rule and the rules and regulations of the Association authorized by the FCC, both as may be amended from time to time. Except as provided by this Section, no antenna or other device for the transmission or reception of television signal, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors on any portion of the Property; provided, however, that the Association shall have the right to erect, construct and maintain such devices.

6.

Article VII, Section 8 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefore:

Section 1. Each Unit shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Unit, except that the Owner or occupant residing in a dwelling on a Unit may conduct such ancillary business activities within the dwelling so long as:

- (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the dwelling;
- (b) the business activity does not involve visitation of the dwelling by employees, clients customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a residential dwelling without business activity;
- (c) the business activity conform to all zoning requirements for the Property;

- (d) the business activity does not increase traffic in the Property in excess of what would normally be expected for residential dwellings in the Property without business activity (other than by deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services);
- (e) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage;
- (f) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as determined in Board's discretion; and
- (g) the business activity does not result in a materially greater use of common area facilities or Association services.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include any work or activity undertaken on an ongoing basis which involve the provision of goods or services to person other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore.

7.

Article VII, Section 11 is hereby amended by deleting that Section in its entirety and substituting the following therefore:

Section 11. Authority and Enforcement.

(a) General. The Property shall be used only for those uses and purposes set out in the Declaration. The Board of Directors shall have the authority to make, modify, repeal and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of Units and the Common Areas; provided copies of all such rules and regulations shall be furnished to all Owners and occupant. Any rule or regulation may be repealed by the affirmative vote or written consent of a Majority of the total Association vote at an annual or special meeting of the membership.

Every Owner and occupant shall comply with the Declaration, Bylaws and rules and regulations of the Association, and any lack of compliance shall entitle the Association and, in an appropriate case, one or more aggrieved Unit Owners, to take action to enforce the terms of the Declaration, Bylaws or rules and regulations.

The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Unit, and to suspend an Owner's right to vote or to use the Common Areas for violation of any duty imposed under the Declaration, Bylaws, or Association rules and regulation; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Unit. If any occupant violates the Declaration, Bylaws or Association rules and a fine is imposed, the fine may be imposed against the Owner and/or occupant, subject to subsection (b) below. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver or the right of the Board to do so thereafter.

(b) Fining and Suspension Procedure. The board shall not impose a fine or suspend the right to vote to use the Common Area, unless and until the Association has sent or delivered written notice to the violator as provided in subsection (b)(i) below. However, compliance with this subsection (b) shall not be required for the following: (1) late charges on delinquent assessments, or (2) suspension of voting rights if

an Owner is shown on the Association's records to be more than thirty (30) days delinquent in any payment due the Association, in which case suspension of the right to vote shall be automatic.

(i)Notice. If any provision of the Declaration or Bylaws or any Association rule is violated, the Board shall send the violator written notice identifying the violation and fine(s) being imposed and advising the violator of the right to request a hearing before the Board to contest the violation or fine(s) or to request reconsideration of the fine(s). Fines may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge the fine(s). In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

(ii)Hearing. If a written request for hearing is received from the violator within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a hearing affording the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time. Failure to request a timely hearing as provided herein shall result in loss of the right to challenge and request reconsideration of the fines.

(c) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Declaration, the Bylaws, or the rules and regulations by self-help (specifically including, but not limited to, towing vehicles that are in violation of parking rules, or performing maintenance on any Unit upon a failure by the Owner to do so) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth in subsection (b) above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

The Association or its duly authorized agent shall have the power to enter a Unit or upon any portion of the Common Areas to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, Bylaws, or rules and regulations. All costs of self-help or of otherwise enforcing the Declaration, Bylaws or Association rules, including reasonable attorney's fees, shall be assessed against the violating Unit Owner. Additionally, the Association shall have the authority to record in the Fulton County land records a notice of violation identifying an uncured violation of the Declaration, Bylaws or rules and regulations regarding the Unit.

8.

Article XI, Section 2 is hereby amended by deleting that Section in its entirety and substituting the following therefore:

Section 2. Duration. The covenants and conditions of this Declaration shall run with and bind the Property perpetually to the extent provided in the Act.

**Abbotts Landing Homeowners Association
Architectural and Environmental Rules and Regulations**

Grass Height (Bermuda) - There shall be no predominance of seed heads so as to be visible from the street

Grass Height (Cool Season Grasses such as Fescue) - Height shall be no greater than 6 inches.

Grass type - Front lawns shall be of the variety established on each particular lot by the builder at the time of original construction and must be properly maintained. Back lawns must be established and maintained and shall be of any turf type grass.

Grass Edging - edging shall be required along boundaries between turf and pine islands, concrete, structures, curbing, and objects used for landscaping.

Weeds - Weed height shall be no greater than 2 inches above the grass height. All islands and shrubbery areas shall be properly maintained and mulched and relatively free of weed and grass. Areas covered by pine straw or other similar material should have sufficient quantities to entirely cover the ground.

Shrubbery - Shrubbery shall be pruned to accomplish a neatly shaped appearance based on horticultural standards. No tree or bush should be allowed to grow over the street, driveway, or walkways.

Lawn and exterior decorations - There shall be no decorations in the lawn or on the exterior of structures except for decorations specific to generally accepted holidays from a time period of 45 days prior to 15 days after said holiday. New baby signs shall be allowed for a period of 14 days. Security signs less than 1 square foot in area shall be permitted.

Adopted in accordance with Article VII, Section 2 of the Declaration of Covenants and Restrictions for Abbotts Landing Subdivision on this 14th day of April, 19 93,
_____, Chairman, Architectural and Environmental Control Committee.

Reviewed and approved by the Board of Directors this 26th day of April, 19 93,
_____, President, Abbotts Landing Homeowners Association Board of Directors.

The original, signed copy of this set of Rules and Regulations are on file and may be requested for review.

**RESOLUTION OF THE BOARD OF DIRECTORS
OF
ABBOTTS LANDING HOME OWNERS ASSOCIATION, INC.**

WHEREAS, Article VII, Section 11 of the Amended Declaration of Covenants authorizes the Board of Directors to enforce the Declaration and Architectural and Environmental standards for Abbotts Landing by imposing monetary fines against violating property owners or individuals, in addition to other authorized remedies; and

WHEREAS, the Board of Directors has determined that it is beneficial or necessary to adopt policies and due-process procedures for enforcement of the Declaration, design standards and rules and regulations through monetary fines;

NOW, THEREFORE, the Board of Directors hereby sets forth and adopts the following Fining Policies and Procedures, which shall govern and superseded any provisions of the Association's policies, rules and regulations which specifically conflict with the provisions hereof:

FINING POLICIES AND PROCEDURES

The following provisions outline procedures to be followed by Abbotts Landing Home Owners Association, Inc.(ALHOAI) in levying fines for violations of the Declaration or the ALHOAI rules and regulations or design standards. Fines may be assessed by ALHOAI in accordance with these procedures, the provisions of the Declaration, and the schedule of fines established by the Board of Directors. However, fining shall be in addition to all other remedies available under the Declaration and Georgia law, including, but not limited to, legal action, actions for injunctions, and self-help. The procedures outlined are applicable only to the fining remedy and not to any other available remedies, which may be pursued without the need for compliance with these procedures.

FINES

NOTE: FINES ARE LIMITED TO THOSE ACTIONS OF PROPERTY OWNERS, FAMILY MEMBERS AND GUESTS OF PROPERTY OWNERS, AND CONTRACTORS WHO ARE IN VIOLATION OF THE DECLARATION AND RULES AND REGULATIONS

PROPERTY OWNER:

1. Property owner may be fined for his or her violations and violations of his or her family members, guests, and contractors.

2. On-going or continuing violation - Property owner will be given (2) warning letters, with at least 10 days between each letter, then \$25.00 per day fines will be levied. If the violation and fines continue for more than thirty (30) days, then it may be turned over for legal action. Continuing violation examples include, but are not limited to, unapproved paint colors or exterior modifications, uncorrected set back violations, and other Declaration and Rule violations.

3. One-time offense - Violators will be issued a letter advising the reason for the fine and the necessary corrective action, and the fines levied will be \$100.00 per offense or incident. If subsequent violations occur and/or fines are not paid, then it will be turned over for legal action. One-time offense examples include, but are not limited to, barking dogs, speeding, and other non-continuing violations of the Declaration and Rules.

CONTRACTOR:

1. Contractors may be fined for violations subject to the same procedures as property owners, except that, recognizing that contractors are only on Abbotts Landing Property for commercial benefit, fines against contractors shall be \$100.00 per day for on-going or continuing violations and \$250.00 for one-time offenses or incidents.

2. Examples of continuing contractor violations include: (1) failure to clean and clear job sites of trash, debris and other mess, (2) failure to maintain appropriate erosion control measures, restroom facilities, and posted permits at the job site, (3) failure to control subcontractors or employees from traveling through or being in Abbotts Landing except to and from job sites, and (4) failing to control subcontractors or employees from creating disturbances.

3. Examples of one-time violations include, but not limited to, destruction of Abbotts Landing Property, speeding, and unauthorized use of Common Property.

4. Contractors may be barred from travel upon Abbotts Landing Common Property for repeated violations and/or failure to pay fines levied hereunder.

APPEAL TO ENFORCEMENT COMMITTEE

If a timely written request for hearing is received, then the Enforcement Committee shall schedule and hold in executive session a hearing affording the property owner or contractor a reasonable opportunity to be heard. Within seven (7) days after the date of the hearing, the Enforcement Committee shall send or deliver to the property owner or contractor a written decision regarding the waiving or reconsideration of the Fine(s). The written notice also shall advise the property owner or contractor of the right to request a hearing before the Board of Directors to appeal the determination of the Enforcement Committee.

The right to appeal to the Board of Directors determination shall be waived if the written request is not received within ten (10) days of the date of the Enforcement Committee's notice, or such later date as may be specified in the notice.

The Board shall hold in executive session a hearing affording the property owner or contractor a reasonable opportunity to be heard. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time. Within seven (7) days after the date of the hearing, the Board shall send or deliver to the property owner or contractor a written decision regarding the appeal. Such determination shall be final.

Deed Book 40232 Pg 91
Filed and Recorded Jun-17-2005 02:06pm
2005-0211888
Real Estate Transfer Tax \$0.00
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

[SPACE ABOVE RESERVED FOR RECORDING DATA]

Return to: Weissman, Nowack, Curry & Wilco, P.C.
3500 Lenox Road, 4th Floor
Atlanta, Georgia 30326
Attention: Jay Lazega

STATE OF GEORGIA
COUNTY OF FULTON

Cross Reference: Deed Book 13334
Page 275

**AMENDMENT TO THE DECLARATION OF
COVENANTS AND RESTRICTION FOR ABBOTTS LANDING SUBDIVISION**

WHEREAS, the Declaration of Covenants and Restrictions for Abbotts Landing Subdivision was recorded on April 16, 1990, in Deed Book 13334, Page 275, *et seq.*, Fulton County, Georgia Records ("Declaration"), as amended; and

WHEREAS, Article XI, Section 1 of the Declaration provides for amendment of the Declaration with the affirmative vote, written consent, or any combination thereof, of members of the Abbotts Landing Homeowners Association, Inc. ("Association"), holding sixty-six and two-thirds (66-2/3%) percent of the total eligible vote thereof; and

WHEREAS, members holding at least sixty-six and two-thirds (66-2/3%) percent of the total eligible vote of the Association desire to amend the Declaration and have approved this amendment; and

WHEREAS, this amendment does not modify or amend any material or substantive provisions which will adversely affect the interests of any institutional mortgagee holding a first priority mortgage on any Unit; provided, however, if a court of competent jurisdiction determines that this amendment does so without such mortgagee's consent in writing, then this amendment shall not be binding on such mortgagee, unless such mortgagee consents hereto; and if such consent is not forthcoming, then the provisions of the Declaration prior to this Amendment shall control with respect to the affected mortgagee;

NOW, THEREFORE, the Declaration is hereby amended as follows:

1.

Article VII, Section 8(b) of the Declaration is hereby amended by deleting that Section in its entirety.

2.

Article VII of the Declaration is hereby amended by adding the following Section 12 thereto:

Section 12. Leasing. In order to protect the equity of the individual Owners at Abbotts Landing, and to carry out the purpose for which the Property was formed by preserving the character of the Property as a homogenous residential community of predominantly owner-occupied homes, leasing of Units shall be governed by the restrictions imposed by this Section. **Except as provided herein, the leasing of Units is prohibited.**

(a) Definitions.

(i) "Effective Date" means the date this Amendment is recorded in the Fulton County, Georgia land records.

(ii) "Grandfathered Owner" means an Owner of a Unit who is lawfully leasing his or her Unit on the Effective Date. Grandfathering shall apply only to the Unit owned by such Grandfathered Owner on the Effective Date, and shall continue only until the date the Grandfathered Owner conveys title to the Grandfathered Unit to any other person (other than the Owner's spouse). At that time, the Unit shall automatically lose grandfathering hereunder. To qualify to be a Grandfathered Owner hereunder, the Owner must, within thirty (30) days of the Effective Date, provide the Board with a copy of the lease in effect on the Effective Date.

(iii) "Grandfathered Unit" means the Unit owned by a Grandfathered Owner on the Effective Date hereof.

(iv) "Leasing" means the regular, exclusive occupancy of a Unit by any person(s) other than: (1) the Owner or a parent, child or spouse of an Owner, or (2) a roommate who occupies the Unit with the Owner or parent, child or spouse of the Owner occupying the Unit as his or her primary residence.

(b) Leasing Permit and Restriction. No Owner may lease his or her Unit unless: (1) the Owner is a Grandfathered Owner, (2) the Owner is not a Grandfathered Owner but has received a written leasing permit from the Board of Directors authorizing leasing, or (3) the Owner is not a Grandfathered Owner but has received a hardship leasing permit from the Board as provided below.

Non-Grandfathered Owners who want to lease their Units may do so only if they have applied for and received from the Board of Directors either a "leasing permit" or a "hardship leasing permit." Such a permit will allow an Owner to lease his or her Unit, in strict accordance with the terms of the permit and this Section. The Board of Directors has the authority to establish conditions as to the duration and use of such permits consistent with this Section. All leasing permits and hardship leasing permits shall be valid only as to a specific Owner and Unit and shall not be transferable between either Units or Owners, or to subsequent Owners.

An Owner's request for a leasing permit shall be approved only if the number of current, outstanding permits issued plus Grandfathered Units is less than four (4) Units.

Leasing permits and hardship leasing permits are automatically revoked upon: (1) the sale or transfer of the Unit to a third party (excluding sales or transfers to an Owner's spouse); or (2) the failure of an Owner to lease his or her Unit for one hundred twenty (120) consecutive days at any time after the issuance of a leasing permit.

-3-

If the total number of current leasing permits, hardship permits and Grandfathered Units is four (4) or more, then no additional leasing permits shall be issued (except for hardship leasing permits) until that number falls below four (4). Owners who have been denied a leasing permit shall automatically be placed on a waiting list for a leasing permit and shall be issued a permit, if they so desire, when such number falls below four (4). The issuance of a hardship leasing permit to an Owner shall not cause the Owner to be removed from the waiting list for a leasing permit.

(c) Hardship Leasing Permits. If the failure to lease will result in an undue hardship to the Owner, then the Owner may seek to lease on a hardship basis by applying to the Board of Directors for a hardship leasing permit. The Board shall have the authority to issue or deny requests for hardship leasing permits in its discretion after considering the following factors: (1) the nature, degree, and likely duration of the hardship, (2) the harm, if any, which will result to the Property if the permit is approved, (3) the number of hardship leasing permits which have been issued to other Owners, (4) the Owner's ability to cure the hardship, and (5) whether previous hardship leasing permits have been issued to the Owner.

A "hardship" hereunder shall include, but not be limited to the following situations:

- (i) an Owner dies, and the Unit is being administered by his or her estate; and
- (ii) an Owner takes a leave of absence or temporarily relocates out of the metropolitan-Atlanta area and intends to return to reside in the Unit within one (1) year.

Hardship leasing permits shall be valid for a term not to exceed one (1) year. Owners may apply for additional hardship leasing permits at the expiration of a hardship leasing permit, if the circumstances warrant. Hardship leasing permits shall be automatically revoked if, during the term of the permit, the Owner is approved for and receives a leasing permit.

(d) Leasing Provisions. When leasing is permitted under this Section, it shall be governed by the following provisions:

(i) Notice. At least seven (7) days before entering into a lease, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of said lease. If a lease is disapproved, the Board shall notify the Owner of the action to be taken to bring the lease in compliance with the Declaration and any rules and regulations adopted pursuant thereto.

(ii) Lease Administration Fee. In addition to annual assessments, special assessments, Capital Contribution Assessments and other charges provided for under the Declaration, an Owner who is issued a leasing permit or hardship leasing permit will be required to pay the Association a Leasing Administration Fee of \$200.00 at the time a lease is executed with a tenant hereunder. The Leasing Administration Fee shall constitute a specific assessment against the Owner under

(iii) General. Except for roommates of an Owner as provided above, Units may be leased only in their entirety, and no rooms, basements or fractions of Units may be leased without prior written Board approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. 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 tenant and all other people occupying the Unit. The Owner must provide the tenant copies of the

Declaration, Bylaws, and Association rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed tenant; the Board's approval or disapproval shall be limited to the form of the proposed lease.

(iv) **Liability for Assessments; Compliance; Professional Lawn Service.** 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 tenant, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(A) **Compliance with Declaration, Bylaws, and Rules and Regulations.** If a Unit is leased or occupied in violation of this Section, then the Association's Board of Directors is authorized, in addition to all other available remedies, to terminate that lease and occupancy, and to suspend all voting and/or Common Area use privileges of the Owner and any unauthorized tenant(s) or occupant(s), subject to the provisions of the Declaration of Covenants and Restrictions for Abbotts Landing Subdivision ("Declaration") and the Bylaws ("Bylaws") of Abbotts Landing Homeowners Association, Inc. ("Association").

The tenant shall comply with all provisions of the Declaration, Bylaws and Association rules and shall control the conduct of all other occupants and guests of the leased Unit in order to ensure such compliance. The Owner shall cause all occupants of his or her Unit to comply with the Declaration, Bylaws and Association rules, and shall be responsible for all violations by such occupants, notwithstanding the fact that such occupants are fully liable and may be sanctioned for any such violation.

If the tenant, or a person living with the tenant, violates the Declaration, Bylaws or Association rules, fines may be levied against the tenant and/or the Owner, and such violation 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 tenant 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 tenant for breaches resulting from the violation of the Declaration, Bylaws, and Association rules, including the power and authority to evict the tenant as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. Alternatively, the Association may require the Owner to evict the violating tenant. If the Association proceeds to evict the tenant, 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.

(B) **Liability for Assessments.** When an Owner who is leasing his or her Unit fails to pay any annual or special assessment or any other charge owed to the Association 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 tenant during the period of delinquency, and, upon request by the Board, the tenant shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by the tenant. However, the tenant 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 the tenant shall reduce, by the same amount, the tenant's obligation to make monthly rental payments to the Owner. If the tenant fails to comply with the Board's request to pay assessments or other charges, the tenant shall pay to the Association all amounts authorized under the Declaration as if the tenant 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.

(C) **Professional Lawn Service Required.** To ensure appropriate maintenance of the Unit, in accordance with the Declaration, and for the benefit of the Association, the tenant or Owner is

required to maintain a professional lawn service during the entire term of the lease, with such service provider providing all mowing, edging, fertilizing and weeding of lawns and all pruning, repair and maintenance of bushes, shrubs, trees and other landscaping on the Unit, as is necessary to keep such lawn and landscaping maintained in a condition which meets the standards for the community established by the Association's Board of Directors.

(e) **Applicability of this Section.** Notwithstanding the above, this Section shall not apply to any leasing transaction entered into by the Association, or by any first Mortgagee who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage. Such parties shall be permitted to lease a Unit without first obtaining a permit in accordance with this Section.

IN WITNESS WHEREOF, the undersigned officers of Abbotts Landing Homeowners Association, Inc., hereby certify that these amendments to the Declaration were duly adopted by the requisite majority of the Association membership with any required notices properly given.

This 7 day of June, 2005

ABBOTTS LANDING HOMEOWNERS
ASSOCIATION, INC.

Sworn to and subscribed to before
me this 7 day of June,
2005

By: Paul L. Griffith (Seal)
President

Maurice Zoblodsky
Witness

Attest: Paul E. Fennell (Seal)
Secretary

Janyth Kepic
Notary Public

[CORPORATE SEAL]

JANYTH KEPIC
Notary Public, DeKalb County, Georgia
My Commission Expires March 27, 2007