

NORTH FARM HOMEOWNERS ASSOCIATION, INC.

AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS AND BYLAWS
FOR NORTH FARM

THIS AMENDMENT SUBMIT TO THE PROPERTY TO THE PROVISIONS OF THE
GEORGIA PROPERTY OWNERS ASSOCIATION ACT O.C.G.A. 44-3-220.

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTH FARM

The Amended and Restated Declaration of Covenants, Conditions and Restrictions for North Farm Homeowners is made this 14th day of December, 1999.

WITNESSETH

WHEREAS, North Farm Homeowners Association, Inc. a Georgia corporation, recorded a first Amended Declaration of Covenants, Conditions and Restrictions for North Farm on February 14, 1984 in Deed Book 8847 Page 247 et seq. of the Fulton County, Georgia Records (hereinafter referred to as Original Declaration); and

WHEREAS, a plat entitled Final Subdivision Plats of for North Farm, prepared by Bates-Long & Associates, dated March 15, 1983 was filed in Plat Book 131 Page 107 (Unit One), Plat Book 141, Page 2 (Unit Two), Plat Book 161, page 95 (Unit Three), Plat Book 196, Page 102 (Unit Four), Fulton County, Georgia Records; and

WHEREAS, Original Declaration was amended by that supplemental Declaration for North Farm recorded on June 11, 1996 in Deed Book 21053, Page 40 and amended and recorded on October 7, 1997 in Deed Book 23245, Page 281; and

WHEREAS, Article XII, Section 12.02 of the Original Declaration provides for an amendment of the Original Declaration by the Owners holding at 2/3rds of the total votes in the Association; and

WHEREAS, Owners holding at least 2/3rds of the total Association votes desires to amend the Original Declaration and have approved this amendment; and

WHEREAS, in accordance with Article VII, Section 7.04 of the Bylaws of the North Farm Homeowners Association, Inc., the Bylaws may be amended by the first of which at 2/3rds of the votes of the Owners present at a meeting in person or by proxy are entitled to cast; and

WHEREAS, these amendments do not modify, alter, change or rescind any right, title, interest or privilege held by any first Mortgage holder; provided, however, in the event a Court of Competent jurisdiction determines that these amendments do alter, modify, change or rescind any right, title, interest, or privilege held by any first Mortgage Holder without such first Mortgage Holder consent in writing to these Amendments, then these Amendments shall not be binding on the first Mortgage Holder so involved unless such first Mortgage Holder consents to these Amendments; and if such consent is forthcoming, then the provisions of the Original Declaration, then original Bylaws effective prior to these Amendments shall control with respect to the effected first Mortgage Holder capital;

NOW, THEREFORE, the Original Declaration and Original Bylaws and all Exhibits thereto are hereby stricken in their entirety and the following is simultaneously substituted therefore:

NORTH FARM HOMEOWNERS ASSOCIATION, INC.

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTH FARM

ARTICLE I	DEFINITIONS	04
ARTICLE II	PROPERTY RIGHTS	05
ARTICLE III	MEMBERSHIP	07
ARTICLE IV	MAINTENANCE.....	07
ARTICLE V	INSURANCE AND CASUALTY LOSSES	09
ARTICLE VI	CONDEMNATION	11
ARTICLE VII	ADMINISTRATION	12
ARTICLE VIII	ASSESSMENTS	14
ARTICLE IX	ARCHITECTURAL STANDARDS AND USE RESTRICTIONS	17
ARTICLE X	RULE MAKING	21
ARTICLE XI	GENERAL PROVISIONS.....	22

ARTICLE I

DEFINITIONS

1.01 Definitions. When used in this Declaration, unless the context shall prohibit or otherwise require, the following words shall have all the following meanings, whether or not capitalized, and all definitions shall be applicable to the singular and plural forms of such terms:

(a) “Act” - the George Property Owners Association Act O.C.G.A. 44-3-22 et seq. as such Act may be amended from time to time.

(b) “Architectural Standards Committee “ - the committee of Owners who may be appointed by the Association’s Board of Directors to approve exterior and structural improvements, additions, maintenance and changes within the Development as provided in Article IX hereof.

(c) “Articles of Incorporation” - the Articles of Incorporation of the “North Farm Homeowners Association, Inc.”, as amended from time to time.

(d) “Assessment” - an Owner’s share of the common expense from time to time assessed against an Owner by the Association in the manner herein provided.

(e) “Association” - the North Farm Homeowners Association, Inc., a Georgia non-profit corporation.

(f) “Board of Directors” or “Board”- the Board of Directors of the Association, which is the governing body of the Association.

(g) “Bylaws of the Association”, or the “Bylaws” - those Bylaws of the Association, which govern the administration and operation of the Association, as they may be amended from time to time.

(h) “Common Areas” - all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners. These Areas are shown on the Site Plan and include, for example, the swimming pool and tennis courts as well as their adjacent parking areas; the gardens and entryway areas and the building at the Houze Road entrance to North Farm, as well as the large property area North of the swimming pool and tennis courts, extending to Crabapple Road.

(i) “Common Expense(s).” - all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of this Declaration.

(j) “Declaration” - this Declaration of Covenants, Conditions, and Restrictions for North Farm and all amendments thereof filed for record in the Records of the Clerk of the Superior Court of Fulton County, Georgia.

(k) “Development” - unless the context should otherwise require, the North Farm Property and all improvements located or constructed thereon.

(l) “Director” – a member of the elected Board of Directors.

(m) “Dwelling” – an individual detached residential dwelling unit which is constructed on a Lot.

- (n) "Foreclosure" – without limitation, the judicial foreclosure of a Mortgage or the exercise of a power of sale contained in any Mortgage.
- (o) "Limited Common Area" – areas shown upon the revised Site Plan or upon subsequent Site Plans of properties submitted to the terms of the Declaration as "Limited Common Area".
- (p) "Lease" – any lease, sublease, or rental contract, whether oral or written, for any term.
- (p) "Lot" – each of those individual portions of the property subdivided and intended for the construction of one single-family residence dwelling, as shown on the Site Plan.
- (r) "Mortgage" – a mortgage, deed to secure debt, deed of trust, or similar other security instrument granting, creating, or conveying a lien upon, a security interest in, or a security title to a Lot or Lots and any improvements thereon.
- (s) "Mortgagee" – the holder of a Mortgage.
- (t) "Occupant" – any person, including, without limitation, any guest, invitee, lessee, licensee, or family member of the Owner, occupying or otherwise using a Lot.
- (u) "Officer" – an officer of the Association
- (v) "Owner" – unless the context shall otherwise require, one or more persons who owns fee simple title to any Lot and the improvements thereon, excluding, however, those persons having such an interest through a Mortgage.
- (w) "Person" – a natural person, corporation, partnership, association, trust, or other legal entity, or any combination thereof.
- (x) "Property" – that tract or parcel of land described on Exhibit A and Exhibit B, together with all improvements thereon, shall mean and refer to the real property contained within the North Farm Subdivision covered by this Declaration.

(y) "Site Plan" – those Final Subdivision Plats of North Farm, prepared by Bates-Long and Associates, Georgia Registered Land Surveyor, which are located at The Plat Records Room of the Clerk of Superior Court of Fulton County, Georgia. The Final Subdivision Plats are: Unit One: Plat Book 131, page 107; Unit Two: Plat Book 141, Page 2; Unit Three: Plat Book 151, page 87; Unit Three Revised: Plat Book 161, page 95; and Unit Four: Plat Book 196, Page 102. Copies of these Final Subdivision Plats as well as a complete Subdivision Plan Blueprint are in the custody of the Board of Directors.

ARTICLE II

PROPERTY RIGHTS

2.01 Lots. Each Lot shall for all purposes constitute real property which shall be owned in fee simple subject to the provisions of this Declaration and which may be conveyed, transferred, and encumbered the same as any other real property. Each Owner shall be entitled to the exclusive ownership and possession of his Lot, subject to the provisions of this Declaration, including without limitation, the provisions of Sections 2.05 and 2.06 hereof. If any chutes, flues, ducts, conduits, wires, pipes, plumbing, or

any other apparatus or facilities for the furnishing of utilities or other services to a Lot or Lots lie partially within and partially outside of the designated boundaries of the Lot, any portions thereof which serve only that Lot shall be deemed to be a part of that Lot, and any portions thereof which serve more than one Lot or any portion of the Common Areas shall be deemed to be a part of the Common Areas. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, all of the right, title, and interest of an Owner in the Common Areas as established hereunder, which shall include, but not be limited to, membership in the Association. Each Owner shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically pass to his successor-in-title to the Lot. Lots shall not be subdivided, and the boundaries between Lots shall remain as established in accordance with the Site Plan, unless the relocation thereof is made with the consent of the owners of at least two-thirds (2/3) of the Lots in the Development.

2.02 Owner`s Easement of Enjoyment. Every Owner shall have a perpetual non-exclusive right and easement of enjoyment in and to the Common Areas (including, without limitation, the right of vehicular and pedestrian access, ingress, and egress to and from his Lot over those portions of the Common Areas from time to time designated for such purposes), which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following limitations:

(a) The Association shall have the right to borrow money (i) for the purpose of improving the Common Areas, or any portion thereof, (ii) for acquiring additional Common Areas, or (iii) for constructing, repairing, or improving any facilities located or to be located thereon, and, subject to the provisions of Section 7.02 hereof, to give as security for the payment of any such loan a mortgage or deed to secure debt conveying all or any portion of the Common Areas; provided, however, that the lien and encumbrance of any such mortgage or deed to secure debt given by the Association shall be subject and subordinate to any and all rights, interests, options, easements and privileges herein reserved or established for the benefit of any Owner, or the holder of any Mortgage, irrespective of when executed, given by any Owner encumbering any Lot.

(b) The Association shall have the right to grant and accept easements as provided in Section 2.05 hereof and to dedicate or transfer fee simple title to all or any portion of the Common Areas to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the owners of a majority of the lots. No such dedication or transfer of fee simple title shall be effective unless an instrument agreeing to such dedication or transfer has been signed by Owners having at least a majority of the votes of the Association.

2.03 Delegation of Use. Any Owner may delegate, in accordance with and subject to the Bylaws and the published rules and regulations of the Association, his right of enjoyment to the Common Areas and facilities therein to the members of his family, and his tenants, guests, and invitees.

2.04 Easements for Utilities. The Board of Directors has the power to grant and accept easements upon, over, under, and across all of the Common Areas and those portions of Lots on which Dwellings are not erected for the purpose of installing, replacing, repairing, maintaining, and using master television antenna and/or cable systems, security and similar systems, and all utilities, including, but not limited to, storm sewers and electrical, gas, telephone, water, and sewer lines. In addition, the Board of Directors has the power to grant and accept such easements upon, over, under, and across all of the Common Areas as may be reasonably necessary or desirable for the improvement of any portion of the Property. By virtue of any such easement, it shall be expressly permissible for providing utility company or other supplier or servicer to erect and maintain upon the Property the necessary poles, pipes, lines, manholes, and other necessary equipment as may be agreed to in writing by the Board.

2.05 Easements for Association. There shall be a general right and easement for the benefit of the Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association, to enter upon the Property or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner or occupant of the Lot, Dwelling or other structure or improvement directly affected thereby.

2.06 No Partition. There shall be no judicial partition of the Development or any part thereof, nor shall any person acquiring any interest in the Development or any part thereof seek any such judicial partition unless the Development has been removed from the provisions of this Declaration.

ARTICLE III

MEMBERSHIP

3.01 Membership. Every person who is the record owner of a fee or undivided fee interest (other than Mortgagee) in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, and ownership of a Lot shall be the sole qualification for such membership. The foregoing is not intended to include Mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an Owner's membership in the Association. Notwithstanding any of the foregoing to the contrary, no Owner, whether one or more persons, shall have more than one membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be provided herein. The rights and privileges of membership, including the right to vote and to hold an office in the Association may be exercised by a member or the member's spouse, but in no event shall more than one vote be cast nor more than one office be held for each Lot. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as those Owners of such Lot themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one person seeks to exercise it. The voting weight appurtenant to each Lot is equal and each Lot shall have one vote.

ARTICLE IV

MAINTENANCE

4.01 Owner's Responsibility. Unless specifically identified herein as being the responsibility of the Association, all maintenance and repair of a Lot, together with all portions of the Dwellings and other improvements thereon and all lawns, landscaping, and grounds on and within the Lot shall be the responsibility of the Owner of such Lot. Each Owner shall be responsible for maintaining (a) his Dwelling and other improvements, lawns, landscaping, and grounds on and within his Lot, (b) any Limited Common Area shown on the site plan to be within the perimeter of such Owner's Lot and any portion of the rights of way of streets adjacent to such Owner's Lot lying between the street curb and such Lot (although such maintenance shall be subject to the directives of the Association and with the further restriction that the Association may from time to time elect in writing to supervise and/or conduct the maintenance of such Limited Common Areas or Common Areas as may be included within the maintenance responsibilities of such property Owner in this sub-paragraph) in a neat, clean, and sanitary condition, and such responsibility shall include the maintenance and care of all exterior surfaces of his Dwelling and all lawns, trees, shrubs, hedges, grass and other landscaping contained within the Lot. As provided in Section 4.02 (b) hereof, each

Owner shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, painting, mowing, cleaning or otherwise maintaining any item which is the responsibility of the Owner, but which responsibility such Owner fails or refuses to discharge. No Owner shall (a) decorate, change, improve, add to or otherwise alter the appearance of any portion of the exterior of his Dwelling or the landscaping or the grounds on his Lot unless such is first approved, in writing, by the Board or the Architectural Standards Committee as provided in Article IX hereof, or (b) do any work which, in the reasonable opinion of said Board or the Architectural Standards Committee, would jeopardize the soundness and safety of the Development, reduce the value thereof, or impair any easement hereditament thereto, without in every such case obtaining the prior written approval of the Board or the Architectural Standards Committee and the Owners and Mortgagees of the Lots directly affected thereby.

4.02 Association's Responsibility.

(a) Except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair all portions of the Common Areas, and Limited Common Areas, which responsibility shall include the maintenance, repair, and replacement of (i) all walks, and other improvements situated within the Common Areas, (ii) such utility lines, pipes, plumbing, wires, conduits, and systems which are a part of the Common Areas and which are not maintained by a utility supplier or a municipal or governmental authority, (iii) all lawns, trees, shrubs, hedges, grass, and other landscaping situated within or upon the Common Areas and Limited Common Areas. The Association shall not be liable for injury or damage to any person or property (i) caused by the elements or by any Owner or other person, (ii) resulting from any rain, snow, ice or other natural or unnatural cause which may accumulate upon or leak or flow from or upon any portion of the Common Areas or Limited Common Areas, or (iii) caused by any pipe, plumbing, drain, conduit, appliance, equipment, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of the Common Areas or Limited Common Areas. No diminution or abatement of assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or governmental authority, the obligation to pay such assessments being a separate and independent Covenant on the part of each Owner.

(b) In the event that the Board of Directors of the Association determines that: (i) any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, cleaning, repair, or replacement of items for which he is responsible hereunder, or (ii) that the need for maintenance, cleaning, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his family, tenants, guests, licensees, or invitees, or is not covered or paid for by insurance in whole or in part, then, in either event, the Association, except in the event of an emergency situation, shall give the Owner written notice of the Association's intent to provide such necessary maintenance, cleaning, repair, or replacement, at Owner's sole cost and expense and setting forth with reasonable particularity the maintenance, cleaning, repair, or replacement deemed necessary. Except in the event of emergency situations, the Owner shall have fifteen (15) days within which to complete said maintenance, cleaning, repair, or replacement in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair, or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, cleaning, repair, or replacement and diligently proceed to complete said work in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner to comply with the provisions hereof after such notice, the Association may provide any such maintenance, cleaning, repair, or replacement at such Owner's sole cost and expense, and said cost shall be

added to and become part of the assessment to which such Owner and his Lot are subject and shall become a lien against such Lot.

ARTICLE V

INSURANCE AND CASUALTY LOSSES

5.01 Insurance.

(a) The Board or its duly authorized agents shall have the authority to and shall obtain and continue in effect adequate property insurance, in such form as the Board deems appropriate for the benefit of the Association and insuring all insurable improvements in and to the Common Areas against loss or damage by fire or other hazards, including, without limitation, extended coverage and vandalism and malicious mischief, such 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 or its duly authorized agents shall have the authority to and shall obtain and continue in effect a public liability policy covering all the Common Areas and all damage or injury caused by the negligence of the Association, its members, its directors and officers, or any of its agents. Such public liability policy shall provide such coverages as are determined to be necessary by the Board of Directors.

(c) The Board or its duly authorized agents shall have the authority and may obtain (i) worker's compensation insurance to the extent necessary to comply with any applicable laws and (ii) such other types and amounts of insurance as may be determined by the Board to be necessary or desirable.

(d) All such insurance coverage as obtained by the Board of Directors shall be written in the name of the Association as trustee for each of the Owners and costs of all such coverage shall be a common expense of the Association. Exclusive authority to adjust losses under policies obtained by the Association and hereafter in force with respect to the Development shall be vested in the Board of Directors; provided, however, that no Mortgagee of the Common Areas having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto. Insofar as permitted by law, the Association shall be required to make every 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 Owners and their Mortgagees as their interest may appear.

(iii) All policies shall contain a waiver of the insurer's right to cancel without first giving thirty (30) days' prior written notice of such cancellation to the Association and to any Mortgagee to which a mortgagee endorsement has been issued.

(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 individual Owners or their Mortgagees.

(v) All policies shall contain a waiver of subrogation by the insurer as to any claims against the Association, the Association's directors, officers, and employees, the Owners and their respective

families, servants, agents, tenants, guests, and invitees, including, without limitation, the Association's manager.

(vi) All policies shall contain a provision that no policy may be canceled, invalidated, or suspended on account of the conduct of 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 manager, 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.

(vii) All policies shall contain a provision that the "other insurance" clauses in such policies exclude from consideration policies obtained by individual Owners.

(viii) All liability insurance shall contain cross-liability liability endorsements to cover liability of the Association to an individual Owner.

(e) It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, public liability, property damage, and other insurance with respect to his own Lot and Dwelling. The Board of Directors may require all Owners to carry public liability and property damage insurance with respect to their respective Lots and to furnish copies or certificates thereof to the Association.

5.02 Damage or Destruction to Common Areas. Immediately after the damage or destruction by fire or other casualty to all or any part of the Common Areas covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Article, means repairing or restoring the damaged property to substantially the same condition in which it existed prior to the fire or other casualty. Unless within sixty (60) days following any damage or destruction to all or a part of the Common Areas, with at least seventy five percent (75%) of the total vote of the Association, shall otherwise agree, the Association shall restore or replace such damaged improvements. No Mortgagee shall have any right to participate in the determination as to whether or not the damage or destruction shall be required or reconstructed. If the insurance proceeds for such damage or destruction are not sufficient to defray the cost thereof, the Board of Directors shall levy a special assessment to be divided equally against all Owners in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction, unless such deficiency can be appropriated from a reserve fund as may have been established for such purpose. Additional assessments may be made at any time during or following the completion of any repair or reconstruction. Any and all sums paid to the Association under and by virtue of such assessment shall be held by and for the benefit of the Association together with the insurance proceeds for such damage or destruction. Such insurance proceeds and assessments shall be disbursed by the Association in payment for such repair or reconstruction pursuant to and in accordance with a certificate of the Association signed by the President or Vice President and attested by the Secretary or Assistant Secretary directing the making of the disbursements. Any proceeds remaining after defraying such costs shall be retained by and for the benefit of the Association. If it is determined that the damage or destruction for which the insurance proceeds are paid shall not be repaired or reconstructed, such proceeds shall be retained by and for the benefit of the Association, and the ruins of the Common Areas damaged or destroyed by fire or other casualty shall be cleared and the common areas left in a clean, orderly, safe and sightly condition.

5.03 Damage or Destruction to Dwellings. In the event of damage or destruction by fire or other casualty to any Dwelling or other improvements on any Lot, and in the further event that the Owner of such Lot elects not to repair or rebuild the damaged or destroyed Dwelling or other improvements on such

Owner's Lot, such Owner shall clear away the ruins of such Dwelling or other improvements and leave such Lot in a clean, orderly, safe, and sightly condition. Should such Owner elect to repair or rebuild such Dwelling or other improvements, such Owner shall repair or rebuild such Dwelling or other improvements to substantially the same condition as existed prior to such fire or other casualty and in accordance with all applicable standards, restrictions, and other provisions of this Declaration and all applicable zoning, subdivision, and other governmental regulations. All such work of repair or construction shall be commenced promptly following such damage or destruction and shall be carried through diligently to conclusion.

ARTICLE VI

CONDEMNATION

6.01 Condemnation of Common Areas. Whenever all or any part of the Common Areas of the Development shall be taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof by the Board acting on the written direction of seventy-five percent (75%) of the vote of the Association, the award or proceeds made or collected for such taking or sale in lieu thereof shall be payable to the Association as trustee for all Owners and shall be disbursed or held as follows:

(a) If the taking or sale in lieu thereof involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking at least seventy-five percent (75%) of the total Lots in the Development, shall otherwise agree, the Association may restore or replace such improvements so taken, to the extent practicable, on the remaining land included in the Common Areas which are available therefor, in accordance with the plans approved by the Board. No Mortgagee shall have the right to participate in the determination as to whether or not such taken improvements may be restored or replaced. If the awards or proceeds are not sufficient to defray the cost of such repair or replacement, the Board may levy a special assessment against all Owners in an amount sufficient to provide funds or pay such excess cost of repair or reconstruction, unless such deficiency can be appropriated from a reserve fund as may have been established for such purposes. Additional assessments may be made at any time during or following the completion of any repair or reconstruction. If such improvements are not to be repaired or restored, the award or proceeds shall be retained by and for the benefit of the Association.

(b) If the taking or sale in lieu thereof does not involve any improvements to the Common Areas, or if there are net funds remaining after any such restoration or replacement of such improvements is completed, then such award, proceeds, or net funds shall be retained by and for the benefit of the Association.

(c) If the taking or sale in lieu thereof includes one or more Lots or any portion or portions thereof and also includes any part of the Common Areas, then a court of competent jurisdiction shall apportion such award or proceeds and such award or proceeds shall be disbursed to the Owners and Association so affected so as to give just compensation to the Owner of any Lot taken for his interest in such Lot; provided, however, such apportionment may instead be resolved by the agreement of Owners to which more than fifty percent (50%) of the votes in the Association appertain, such majority to include the Owner or Owners of all Lots wholly or partially taken or sold, together with the Mortgagee of each such Lot.

6.02 Condemnation of Lots.

(a) In the event that all or any part of a Lot is taken by any authority having the power of

condemnation or eminent domain, or is conveyed in lieu thereof, and in the further event that the Owner of such Lot elects not to restore the remainder of the Lot, then such Owner shall clear away any remaining improvements on the Lot damaged or destroyed by such taking or conveyance and shall leave and maintain the Lot and any remaining undamaged improvements thereon in a clean, orderly, safe and sightly condition. In addition, if the size or configuration of the Lot remaining after such taking or conveyance is insufficient to permit the restoration of the remaining improvements thereon to their condition prior to such taking or conveyance in compliance with all applicable standards, restrictions and provisions of this Declaration and all applicable zoning, subdivision, and other governmental regulations, then such Owner shall have the option, after clearing away all remaining improvements or portions thereof and placing the remaining Lot in the clean, orderly, safe and sightly condition referred to above, of deeding the remaining Lot to the Association as a part of the Common Areas, and thereafter such Owner shall not have any further voting rights or membership rights in the Association and shall not be subject to any further assessments imposed by the Association and payable after the date of such deeding.

(b) In the event that any part of a Lot is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and if the Owner of such Lot elects to restore the remainder of the Lot, such Owner shall restore such remainder of the Lot as nearly as practicable to the same condition it was in prior to such taking or conveyance and in accordance with all the applicable standards, restrictions, and provisions of this Declaration and all applicable zoning, subdivision, and other governmental regulations. All such work of restoration shall be commenced promptly following such taking or conveyance and shall be carried through diligently to conclusion, and any change from the original improvements shall be approved in writing by the Architectural Standards Committee or the Board.

ARTICLE VII

ADMINISTRATION

7.01 Common Areas.

(a) The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the term and conditions thereof.

(b) Limited Common Areas. The Association, subject to the rights of the Owners set forth in this Declaration, shall have the right to maintain and control the Limited Common Areas as to appearance, vegetation, and use.

(c) Except to the extent otherwise required by the Act, Georgia Nonprofit Corporation Code, this Declaration, the Bylaws, or the Articles of Incorporation, the powers herein or otherwise granted to the Association may be exercised by the Board of Directors, acting through the officers of the Association without any further consent or action on the part of the Owners. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

7.02 Duties and Powers. The duties and powers of the Association shall be those set forth in the Act, Georgia Nonprofit Corporation Code, this Declaration, the Bylaws, and the Articles of Incorporation, together with those reasonably implied to effect the purposes of the Association; provided, however, that if there are conflicts or inconsistencies between the Act, Georgia Nonprofit Corporation Code, this

Declaration, the Bylaws, or the Articles of Incorporation, the provisions of the Act, Georgia Nonprofit Corporation Code, as may be applicable, this Declaration, and the Bylaws, in that order, shall prevail, and each Owner of a Lot, by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies. Such powers of the Association shall include, but shall not be limited to, the power to purchase one or more Lots and to hold, lease, mortgage, sell, and convey the same. Such duties shall include, but shall not be limited to, arranging with governmental agencies, public utilities, or others, as a common expense of the Association, to furnish trash collection and water and sewer service for the Common Areas and each of the Lots.

7.03 Agreements. All agreements and determinations lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Development or the privilege of possession and enjoyment of any part of the Development, and in performing its responsibilities hereunder, the Association, through its Board of Directors, shall have the authority to delegate to persons of its choice such duties of the Association as may be determined by the Board of Directors. In furtherance of the foregoing and not in limitation thereof, the Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall deem necessary or desirable for the proper operation of the Development, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. All costs and expenses incident to the employment of a manager shall be common expenses of the Association. During the term of such management agreement, the manager may, if authorized by the Board of Directors, exercise all of the powers and shall be responsible for the performance of all the duties of the Association, excepting any of the powers or duties specifically and exclusively reserved to the directors, officer, or members of the Association by this Declaration or the Bylaws. The manager may be an individual, corporation, or other legal entity, as the Board of Directors shall determine, and may be bonded if and in such a manner as the Board of Directors may require, with the cost of acquiring any such bond to be an expense of the Association. In addition, the Association may pay for such legal and accounting services as are necessary or desirable in connection with the operation of the Development or the enforcement of this Declaration, the Bylaws, or the published rules and regulations of the Association.

7.04 Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire and hold tangible and intangible personal property and real property and may dispose of the same by sale or otherwise. All funds received and title to all properties acquired by the Association and the proceeds thereof, after deducting therefrom the costs incurred by the Association in acquiring or selling the same, shall be held by and for the benefit of the Association. The shares of the Owners in the funds and assets of the Association cannot be individually assigned, hypothecated, or transferred in any manner, except to the extent that a transfer of the ownership of a Lot also transfers the membership in the Association which is an appurtenance to such Lot.

7.05 Rules and Regulations. As provided in Article X hereof, the Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Lots and Common Areas, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

7.06 Liability. The officers and directors shall not be liable for any mistake of judgment, whether negligent or otherwise, except for their own individual willful misfeasements or malfeasements, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on the behalf of the Association (except to the extent that such officers and directors may also be members of the Association) and the Association, as a common expense of the Association, shall indemnify and forever hold each such officer and director free and harmless against

any and all liability to others on account of any such contract or commitment. In addition, each officer and each director of the Association shall be indemnified and held harmless by the Association, as a common expense of the Association, from any expense, loss, or liability by reason of having served as such officer or as such director and against all expenses and liability, including court costs and reasonable attorneys' fees, incurred by or imposed upon such officer or director in connection with any proceeding to which he may be a party or have become involved by reason of being such officer or such director, whether or not he is a officer or director at the time such expenses are incurred, except in cases wherein the expenses and liability arise from a proceeding in which such officer or such director is adjudicated guilty of willful misfeasance or malfeasance, misconduct, or bad faith in his performance of his duties. In the event of a settlement of any proceedings, the indemnification provided hereby shall apply only when the Board of Directors approve such settlement and reimbursement as being in the best interest of the Association. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. To the extent available, the Association shall as a common expense maintain adequate general liability and officers' and directors' liability insurance to fund these obligations.

7.07 Compensation. No officer or director of the Association shall receive any fee or compensation for services performed by him unless such fee or compensation is first fixed by resolution adopted by a majority vote of the Owners present or by proxy at a meeting of the Association.

ARTICLE VIII

ASSESSMENTS

8.01 Purpose of Assessments. 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 the Lots, and maintaining the Development and improvements therein, all as may be more specifically authorized from time to time by the Board.

8.02 Creation of Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in the deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments, such assessments to be established and collected as provided in Section 8.03 hereof, and (b) special assessments, such assessments to be established and collected as provided in Section 8.04 hereof, and (c) individual or specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to fines as may be imposed against such Lot in accordance with Article X hereof. Any such assessment, together with late charges, interest at the highest rate allowable under the laws of the State of Georgia, and court costs and reasonable attorney's fees actually incurred to enforce such assessment, shall be an equitable charge and a continuing lien upon the Lot against which such assessment is made. Each Owner shall be personally liable for his portion of each assessment coming due while he is the owner of the Lot, and his grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, but without prejudice to the rights of such grantee to recover from his grantor the amounts paid by such grantee therefor. Assessments shall be paid in such manner and on such dates as may be fixed by the Board.

8.03 Computation of Annual Assessments. It shall be the duty of the Board at least thirty (30) days prior to the Association's Annual Meeting to prepare a budget covering the estimated common expenses of operating the Association during the coming year, such budget to include a capital contribution or reserve account if necessary for the capital needs of the Association. The Board shall cause the budget and the proposed annual assessments to be levied against each Lot for the following year to be mailed or delivered to each Owner at least ten (10) days prior to such meeting. The annual assessments shall be equally divided among the Lots so that the annual

assessments shall be the same for each Lot. The budget and the annual assessments shall become effective unless disapproved at the annual meeting by a vote of a majority of the votes of the Owners. Notwithstanding the foregoing, in the event the proposed budget is not approved or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget and annual assessments in effect for the then current year shall continue for the succeeding year. If any budget at any time proves inadequate for any reason, then the Board may call a meeting of the Association for the approval of a special assessment as provided in Section 8.04 hereof. The common expenses of the Association to be funded by the annual assessments may include, but shall not necessarily be limited to, the following:

(a) management fees and expenses of administration, including legal and accounting fees;

(b) utility charges for utilities serving the Common Areas and charges for other common services for the Development, including trash collection, security services, and lawn and landscaping maintenance;

(c) the cost of any master or blanket policies of insurance coverage for the benefit of the Owners and the Association as required or permitted by this Declaration, including fire and other hazard coverage, and such other insurance coverage as the Board determines to be in the interests of the Association and Owners;

(d) the expenses of maintenance, operation, and repair of the Common Areas which is the responsibility of the Association under the provisions of this Declaration;

(e) ad valorem real and personal property taxes as assessed against the Common Areas;

(f) such other expenses as may be determined from time to time by the Board to be common expenses including, without limitation, taxes and governmental charges not separately assessed against the Lots; and

(g) the establishment and maintenance of a reasonable reserve fund or funds (a) for maintenance, repair, and replacement for those portions of the Common Areas which are the responsibility of the Association and which must be replaced on a periodic basis, and (b) to cover unforeseen operating contingencies or deficiencies arising from unpaid assessments or liens, as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board.

8.04 Special Assessments. In addition to the annual assessments authorized above, the Association, acting through its Board, may levy, in any assessment year, special assessments for common expenses, applicable to that year. The Board may make such special assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted.

8.05 Individual Assessments. Any expenses occasioned by the conduct of less than all of the Owners or by the family, tenants, agents, guests, or invitees of the Owner of any Lot shall be specially assessed against the Lot or Lots, the conduct of the occupants (or their agents) of which occasioned such expenses. The individual assessments provided for in this Section shall be levied by the Board and the amount and due date of such assessment so levied by the Board shall be as specified by the Board.

8.06 Notice of Meeting and Quorum. Written notice of the annual meeting of the Association, as

well as any other meetings called for the purpose of taking any action authorized under Sections 8.03 and 8.04 hereof, shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called each year, the presence of members or proxies entitled to cast one-third (1/3) of all the votes of the Association 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-fourth (1/4) of all the votes of the Association, provided that no meeting shall be held with less than one-fourth (1/4) of the total membership of the Association constituting a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

8.07 Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration, together with court costs, reasonable attorney's fees actually incurred, late charges as provided herein, and interest, shall be secured by a continuing lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot except only for:

(a) Liens of ad valorem taxes; and

(b) A lien for all sums unpaid on a first priority Mortgage, or on a second priority purchase money Mortgage, and all amounts advanced pursuant to any such Mortgage and secured thereby in accordance with the terms of such instrument.

8.08 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments or any portion thereof which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge equal to the greater of Ten Dollars (\$10.00) or ten percent (10%) of the amount not paid or such higher amounts as may be authorized by the Act, may be imposed and the Board shall cause a Notice of Delinquency to be given to any member who has not paid within ten (10) days following the due date. A lien as provided in the Act for each assessment shall attach simultaneously as the same shall become due and payable, and if an assessment has not been paid within thirty (30) days, the entire unpaid balance of the assessment may be accelerated at the option of the Board and declared due and payable in full. The continuing lien of such assessment shall include the late charge established by the Board, interest at the rate of ten percent (10%) per annum or such higher rate as may be permitted by the Act shall accrue from the due date, all costs of collection (including reasonable attorneys' fees actually incurred and court costs), and any other amounts provided or permitted hereunder or by law. In the event that the assessment remains unpaid after sixty (60) days from the original due date, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien and suspend the Owners right to vote and the Owners and occupants right to use the Common Areas. The equitable charge and lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all the other Owners, and each Owner, by his acceptance of a deed to a Lot, vests in the Association or its agents the right and power to bring all actions against him personally for the collection of such charges as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for assessments provided for herein, including by way of illustration but not limitation, non-use of the Common Areas or abandonment of his Lot.

ARTICLE IX

ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

9.01 Purpose. To assure a community of congenial Owners and to protect the value of the Development, the Lots and all improvements located thereon shall be subject to the restrictions set forth in this Article. Every grantee of any interest in the Development, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article.

9.02 Permitted Improvements. No improvements or changes to existing improvements of any nature whatsoever shall be constructed, altered, added to, or maintained on any part of the Development, except (a) for Dwellings and other improvements, or (b) such improvements as are approved by the Board of Directors or the Architectural Standards Committee in accordance with this Article, or (c) improvements which pursuant to this Article do not require the consent of the Board of Directors or the Architectural Standards Committee.

9.03 Construction of Improvements. All improvements on any Lot shall be located only within the setback lines specified on the Site Plan. No temporary house, shack, tent, trailer, barn, or other outbuilding shall be permitted on any Lot at any time. Nor, shall any stable, poultry house or yard, rabbit hut, or other similar yard structure be constructed or allowed to remain on any Lot. The exterior of any improvement permitted by this Declaration shall be completed within one year after the construction of same shall have been commenced, except where such completion is impossible or would result in great hardship to the Owner thereof due to strikes, fires, floods, lightning, earthquakes, or other casualties; and notwithstanding the foregoing provision, the exterior of any such improvement shall in any event be completed within two (2) years after the construction of such improvement shall have begun.

9.04 Architectural Approval. To preserve the architectural appearance of the Development, no construction of improvements of any nature whatsoever shall be commenced or maintained by any Owner with respect to the exterior of any Dwelling or with any respect to any other portion of the Development including, without limitation, the construction or installation of sidewalks, driveways, decks, patios, swimming pools, tennis courts, greenhouses, playhouses, garages, guest or servants' quarters, or other outbuildings, nor shall any exterior addition to or change or alteration therein be made (including, without limitation, painting or staining of any exterior surface), unless and until the plans and specifications showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of external design, location, and appearance in relation to surrounding structures and topography by the Board of Directors or the Architectural Standards Committee. Notwithstanding the foregoing, an Owner may make interior improvements and alterations within his Dwelling. The Board or the Architectural Standards Committee shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association and the Board shall be entitled and empowered to enjoin or remove any construction or installation undertaken pursuant to plans and specifications which have not been expressly approved in writing by the Board or the Architectural Standards Committee. Following approval of any plans and specifications by the Board or the Architectural Standards Committee, the Board, and/or the Architectural Standards Committee shall have the right during reasonable hours to enter upon and inspect any Lot, Dwelling, or other improvements with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. In the event the Board or the Architectural Standards Committee shall determine that such plans and specifications have not been approved or are not being complied with, the Board shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. In the event the Board or the Architectural Standards Committee fail to approve or disapprove in writing any proposed plans and specifications within thirty (30) days after such plans and specifications shall have been submitted, such plans and specifications will be deemed to have been expressly approved and no further approval under this Article shall be required with respect thereto, unless such plans and specifications are materially altered or

changed.

9.05 Landscaping Approval. To preserve the aesthetic appearance of the Development, no major landscaping shall be implemented and installed by any Owner unless and until the plans therefor have been submitted to and approved in writing by the Board of Directors or the Architectural Standards Committee. The provisions of Section 9.04 hereof regarding time for approval of plans, right to inspect, right to enjoin and/or require removal, etc. shall also be applicable to any proposed landscaping. No hedge or shrubbery planting which obstructs sight-lines at elevations between two (2) and six (6) feet above streets and roadways within the Development shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting such lines at points fifteen (15) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the extended street property lines. The same sight-line limitations shall apply to any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines. Unless located within ten (10) feet of a Dwelling, no Owner shall be entitled to cut, (unless it's a hazard to the property) remove, or mutilate any trees, shrubs, bushes, or other vegetation having a trunk diameter of six (6) inches or more at a point of two (2) feet above ground level, without obtaining the prior approval of the Board or the Architectural Standards Committee, provided that dead or diseased trees, shrubs, bushes, or other vegetation shall be cut and removed promptly from any Lot by the Owner thereof after compliance with appropriate government ordinances.

9.06 Use of Lots.

(a) Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot, except that the Owner or Occupant residing in a Dwelling on a Lot may telecommute from or conduct such ancillary business activities within the Dwelling so long as:

(i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Dwelling;

(ii) 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;

(iii) the business activity conforms to all zoning requirements for the Development;

(iv) the business activity does not increase traffic in the Development in excess of what would normally be expected for residential dwellings in the Development without business activity (other than by deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services);

(v) 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;

(vi) the business activity is consistent with the residential character of the Development and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Development, as determined in Board's discretion; and

(vii) 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, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (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 therefor. Notwithstanding the above, the use of a Lot by an on-site management company operating on behalf of the Association shall not be considered a trade or business within the meaning of this subparagraph.

(b) Lease or rental of a Lot or any building thereon for residential purposes shall not be considered to be a violation of this covenant so long as the Lease (i) is for not less than the entire Lot and all the improvements thereon; (ii) is for a term of at least one (1) year for the same occupant(s); and (iii) is otherwise in compliance with rules and regulations as may be promulgated and published by the Board of Directors. All Leases shall be required to be in writing, and prior to the commencement of any such Lease, the Owner shall provide the Secretary of the Association and the managing agent of the Association, if any, with copies of such Lease. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration and the rules and regulations adopted hereunder.

9.07 Exterior Appearance. To provide a neat, attractive, and harmonious appearance throughout the Development, no awnings, canopies, shades or window boxes shall be attached to, or hung or used on the exterior of any window or door of a Dwelling and no railings, fences, walls, antennas (unless permitted by law), or mailboxes shall be installed or constructed within any Lot, without the prior written consent of the Board of Directors or the Architectural Standards Committee. The Board of Directors or the Architectural Standards Committee shall be entitled to prescribe use of a uniform mail box and fence design. Notwithstanding the foregoing to the contrary, no chainlink fences shall be permitted within the Development except within the recreational/Common Area as approved by the Board of Directors. No approved fences for dwellings shall be more than six feet (6') or seventy-two inches (72") in height. No fences shall extend forward beyond the front building line. Further, no foil or reflective materials shall be used on any windows for sunscreens, blinds, shades, or other purpose, nor shall any window-mounted heating or air-conditioning units be permitted. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed, or maintained upon any portion of the Development, nor shall any clothing, rugs or other item be hung on any railing, fence, hedge or wall.

9.08 Use of Common Areas. No planting or gardening shall be done by an Owner except within the boundaries of a Lot to the rear of the building structure. No railings, fences, hedges, or walls shall be erected or maintained upon the Common Areas, except as are installed in accordance with improvements located thereon or as approved by the Board of Directors or the Architectural Standards Committee. The use and enjoyment of the Common Areas by Owners, their families, tenants, visitors, guests, servants, and agents shall be subject to such reasonable rules and regulations as may be made and amended by the Board of Directors from time to time in accordance with Article X hereof.

9.09 Signs. Except as may be required by legal proceedings, no signs or advertising posters or billboards of any kind shall be erected, placed, or permitted to remain on any portion of the Development without the prior written consent of the Board of Directors or its designee, except that one professional security sign not to exceed one hundred ten (110) square inches in size may be displayed on a Lot and one (1) professionally lettered “For Sale” or “For Rent” sign not to exceed two (2) feet by two (2) feet in size may be displayed on a Lot being offered for sale or for lease. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association. The Board also shall have the authority to adopt regulations permitting temporary signs on Lots announcing births, birthdays or other events for limited

periods of time.

9.10 Pets. No animals, livestock, birds or poultry of any kind shall be raised, bred, or kept by any Owner upon any portion of the Development, provided that a reasonable number of generally recognized house pets may be kept in Dwellings, subject to rules and regulations adopted by the Association, through its Board of Directors, provided further that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of any pet shall be constructed or maintained on any part of the Common Areas. Pets shall be under leash at all times when walked or exercised within the Development, and no pet shall be permitted to leave its droppings on any portion of the Development, and the Owner of such pet shall immediately remove the same. Upon the written request of any Owner, the Board of Directors may conclusively determine, in its sole and absolute discretion, whether, for purposes of this Section, a particular pet is a generally recognized house pet or such pet is a nuisance, and the Board shall have the right to require the owner of a particular pet to remove such pet from the Development if such pet is found to be a nuisance or to be in violation of these restrictions. The Board of Directors shall have the further right, subject to Section 10.03 hereof, to fine any Owner for an amount (not to exceed \$100.00 per violation) for the violation of these pet restrictions by such Owner or an Occupant of his Lot, and an Owner shall be liable to the Association for the cost of repair of any damage to the Common Areas caused by the pet of such Owner or of an Occupant of such Owner's Lot. Any such fine or cost of repair shall be added to and become a part of that portion of any assessment next coming due to which such Lot and Owner are subject.

9.11 Nuisances. No rubbish, debris, or personal property of any kind or nature shall be dumped, placed or permitted to accumulate upon any portion of the Development, nor shall any nuisance or odors be permitted to exist or operate upon or arise from the Development, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of the Development. Noxious or offensive activities shall not be carried on in any Lot or in any part of the Common Areas and each Owner, his family, tenants, visitors, guest, servants, and agents, shall refrain from any act or use of a Lot or of the Common Areas which could cause disorderly, unsightly, or unkempt conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to the occupants of other Lots, or which could result in a cancellation of any insurance of any Lot or any portion of the Common Areas, or which would be in violation of any law or governmental code or regulation. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used, or placed within the Development. Any Owner, or his family, servants, agents, guests, or tenants, who dumps or places any trash or debris upon any portion of the Development shall be liable to the Association for the actual costs of removal.

9.12 Motor Vehicles, Trailers, Boats, Etc. There shall be no outside storage or parking upon any Lot or any portion of the Common Areas of any mobile home, trailer, tractor, truck, camper, camper-motorized trailer, boat or other water craft, boat trailer, motorcycle, motorized bicycle, motorized go-cart, or any other transportation device of any kind (including automobiles), either covered, uncovered, wheeled or without wheels. No owner or occupant shall park his or her car or other vehicle on any portion of a Lot, other than in the garage, unless the maximum number of cars or similarly sized vehicles which can be parked in the garage according to its design capacity are already parked in said garage. All garages should be maintained in such a manner that parking for the maximum number of motor vehicles for which it was originally designed to hold is allowed and possible. Notwithstanding the above, where there are more than two (2) resident occupants of a Lot, a maximum of two (2) passenger automobiles may be permitted to be parked overnight, only on the driveway. Temporary parking of the above prohibited vehicles and water craft must be approved by the Board of Directors, or designate, and parked at the recreation area parking lot at

owner's risk of loss and without indemnification by the Association. Further, although not expressly prohibited hereby, the Board of Directors may at any time prohibit mobile homes, motor homes, truck campers, trailers of any kind, motorcycles, motorized bicycles, motorized go-carts, and other similar vehicles, or any one of them, from being kept, placed, stored, maintained, or operated upon any non-public portion of the Development, if in the opinion of the Board of Directors such prohibition shall be in the best interest of the Development. No Owners or occupants of any portion of the Development shall repair or restore any vehicle or water craft of any kind upon any Lot (other than inside the garage) or upon any portion of the Common Areas, except for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility as soon as possible.

ARTICLE X

RULE MAKING

10.01 Rules and Regulations. The Board of Directors may establish reasonable rules and regulations concerning the use of individual Lots and of the Common Areas and facilities located thereon. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Owners prior to the effective date of such rules and regulations and amendments thereto. Such rules and regulations shall be binding upon the Owners, their families, tenants, guests, invitees, servants, and agents, until and unless such rule or regulation be specifically overruled, canceled, or modified by the Board or in a special meeting of the Association by the vote of the Owners, in person or by proxy, holding a majority of the total votes of the Association.

10.02 Authority and Enforcement. The Association shall be used only for those uses and purposes set out in this Declaration, the Bylaws, and the Articles of Incorporation. Subject to the provisions of Section 10.03 hereof, upon the violation of this Declaration, the Bylaws, or any rules and regulations duly adopted hereunder, the Board shall have the power to (a) impose reasonable monetary fines which shall constitute an equitable charge and a continuing lien on the Lot, the occupants of which are guilty of such violation, (b) to suspend an Owner's right to vote in the Association, or (c) to suspend the Owner's right (and the right of such Owner's family, guests and tenants) to use any recreational facilities located within the Common Areas, and the Board shall have the power to impose all or any combination of these sanctions. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days.

10.03 Filing and Suspension Procedure. The Board shall not impose a fine or suspend the right to vote or to use the Common Areas, unless and until the Association has sent or delivered written notice to the violator as provided in subsection (a) below. However, compliance with this Section shall not be required for the following: (i) late charges on delinquent assessments, (ii) 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.

(a) 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.

(b) Hearing. If a written request for hearing is received from the violator within ten (10) days of the date of the violation demand 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.

10.04 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, the towing of vehicles that are in violation of parking rules and regulations or performing maintenance on any Lot upon a failure by the Lot 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 procedures set forth in Section 10.03 of this Article. 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 Lot 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, the Bylaws, or the rules and regulations. Except in emergency situations, situations involving repeat violations for which notice hereunder already has been given, or as otherwise specified in the Declaration, entry onto a Lot to abate or remove a violation shall be made only after ten (10) days written notice to the violating Lot Owner. 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 Lot 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 Lot.

ARTICLE XI

GENERAL PROVISIONS

11.01 Amendments by the Association. The Association may amend this Declaration by an instrument in writing filed and recorded in the Office of the Clerk of the Superior Court of Fulton County, Georgia. All amendments shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of the proposed amendments shall be included in the notice of the meeting of the Association at which such proposed amendments are to be considered and shall be delivered to each member of the Association in advance.

(b) At such meeting, a resolution adopting the proposed amendments may be proposed by either the Board of Directors or by the members of the Association. Such amendments must be approved by Owners holding at least two-thirds (2/3) of the total votes in the Association; provided, however, that any amendment which materially and adversely affects the security title and interest of any Mortgagee must be approved by the Mortgagee.

The agreement of the required percentage of the Owners to any amendment to this Declaration shall be evidenced by their execution of such amendment, or, in the alternative, the sworn statement of the President and any Vice President or the Secretary of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state unequivocally that the agreement

of the required parties was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the amendment itself.

11.02 Enforcement. Each Owner shall comply strictly with the Bylaws and the published rules and regulations of the Association adopted pursuant to this Declaration, as either of the same may be lawfully amended from time to time, and with the Covenants, Conditions, and Restrictions set forth in this Declaration and in the deed to his Lot, if any. Failure to comply with any of the same shall be grounds for imposing fines, for suspending voting rights, or for instituting an action to recover sums due for damages, and/or for injunctive relief, such actions to be maintainable by the Board of Directors on behalf of the Association, or, in a proper case, by an aggrieved Owner. Should the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorney's fees actually incurred, shall be paid by the violating Owner. Inasmuch as the enforcement of the provisions of this Declaration, the Bylaws, and the rules and regulations of the Association are essential for the protection of present and future Owners, it is hereby declared that any breach thereof may not be adequately compensated by recovery of damages, and that the Association, or any aggrieved Owner, in exercising any right, power, or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of right to enforce such right, power, or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior to or subsequent thereto, and shall not bar nor affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, by any occupant of the provisions of this Declaration, the Bylaws, or any rules and regulations of the Association, however long continued.

11.03 Duration. The Covenants and Restrictions of this Declaration shall follow and bind the Development perpetually to the extent provided in the Act.

11.04 Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Board of Directors, will best effect the intent of the general plan of Development of North Farm. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The effective date of this amended Declaration shall be the date of its filing for record on the records of Fulton County, Georgia. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of Georgia.

11.05 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

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

11.07 Rights of Third Parties. This Declaration shall be recorded for the benefit of the Owners

and their Mortgagees as herein provided, and by such recording, no adjoining property owner or third party shall have any right, title, or interest whatsoever in the Development, except as provided herein, or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and, subject to the rights of Mortgagees as herein provided, the Owners shall have the right to extend, modify, amend, or otherwise change the provisions of this Declaration without the consent, permission or approval of any adjoining property owner or third party.

11.08 Notice of Sale, Lease, or Mortgage. In the event an Owner sells, leases, mortgages, or otherwise disposes of any Lot and/or improvements thereon, the Owner must promptly furnish the Association in writing the name and address of such purchases, lessee, mortgagee, or transferee.

IN WITNESS WHEREOF, the undersigned Board of Directors hereby affirms this Declaration was approved by Owners holding at least two-thirds (2/3) of the total Association votes under seal, this 14th day of December, 1999.

BOARD OF DIRECTORS

NORTH FARM HOMEOWNERS ASSOCIATION, INC.
A Georgia Corporation

By: _____

Title: Neil Bennett, President

Attest: _____

Title: Donald McMillan, Secretary

(Corporate Seal)

Signed, sealed and delivered
Before me this 14th day of
December, 1999.

EXHIBIT A

ALL THAT TRACT or parcel of land lying and being in Land Lots 1209, 1210, 1239 and 1240 of the 2nd District, 2nd Section, Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at an iron pin found on the northeasterly side of the 60-foot right-of-way of Houze Road (State Route #140) 690.0 feet northwesterly, as measured along the

northeasterly side of the 60-foot right-of-way of Houze Road, from the northeast corner of the intersection of the 60-foot right-of-way of Houze Road and the 60-foot right-of-way of Rucker Road; thence southeasterly 23.07 feet to an iron pin, said iron pin being located 52 feet from the center line of Houze Road and being the TRUE POINT OF BEGINNING; from said true point of beginning, running thence north 17 degrees 27 minutes 00 seconds west along a line located 52 feet from the center line of Houze Road 560.00 feet to an iron pin; thence north 56 degrees 00 minutes 00 seconds east 350.00 feet to an iron pin; thence south 34 degrees 05 minutes 00 seconds east 342.00 feet to an iron pin; thence north 66 degrees 24 minutes 59 seconds east 145.56 to an iron pin; thence north 51 degrees 20 minutes 00 seconds east 354.00 to an iron pin; thence north 90 degrees 00 minutes 00 seconds east 722.00 feet to an iron pin; thence south 00 degrees 00 minutes 00 seconds east 146.00 feet to an iron pin; thence north 90 degrees 00 minutes 00 seconds east 8.00 feet to an iron pin; thence south 00 degrees 00 minutes 00 seconds east 206.46 feet to an iron pin; thence north 89 degrees 59 minutes 20 seconds west 452.86 feet to an iron pin found on the west line of Land Lot 1240 (east line of Land Lot 1239); thence south 00 degrees 21 minutes 20 seconds east along the west line of Land Lot 1240 (east line of Land Lot 1239) 369.62 feet to an iron pin found; thence south 89 degrees 32 minutes 20 seconds west 603.56 feet to an iron pin found; thence north 89 degrees 53 minutes 40 seconds west 399.50 feet to the iron pin located at the TRUE POINT OF BEGINNING, being a tract of land consisting of 19.379 acres shown as the property of North Farm, Inc. on survey prepared by Bates-Long & Associates dated March 11, 1983.

EXHIBIT B TRACT I

All that lot, tract or parcel of land situate, lying and being in Land Lots numbered 1167, 1168, 1209, 1210, 1239 and 1240 of the 2nd District, 2nd Section, Fulton County, Georgia, said property being particularly described as follows:

BEGINNING at an iron pin lying at the common corner of Land Lots 1208, 1209, 1240 and 1241, said

District, Section, County and State; thence from said point of beginning running south 00 degrees 42 minutes 40 seconds west, along the line dividing said Land Lot 1240 from 1241, a distance of 330.2 feet to an iron pin; running thence north 89 degrees 48 minutes 20 seconds west a distance of 548.35 feet to an iron pin; running thence south 89 degrees 55 minutes 40 seconds west a distance of 322.08 feet to an iron pin; running thence north 89 degrees 59 minutes 20 seconds west a distance of 21.4 feet to an iron pin lying at the southeasterly corner of Lot 19, Unit One, North Farm, as said lot is shown upon a map or plat of said subdivision recorded in Fulton County Records at Plat Book 131, Page 107; running thence due north, along the easterly line of the aforesaid Lot 19, a distance of 206.46 feet to an iron pin; running thence due west a distance of 8.00 feet to an iron pin; running thence due north, along the easterly line of Lot 63, Unit One, North Farm, a distance of 146.00 feet to an iron pin; running thence due west, along the northerly line of Lots 63, 62, 20, 19, 18, and part of 16, said Unit One, North Farm, a distance of 722.00 feet to an iron pin; running thence south 51 degrees 20 minutes 00 seconds west a distance of 354.00 feet to an iron pin; running thence south 66 degrees 24 minutes 59 seconds west a distance of 145.66 feet to an iron pin; running thence north 34 degrees 05 minutes 00 seconds west a distance of 342.00 feet to an iron pin; running thence north 56 degrees 00 minutes east a distance of 350.00 feet to an iron pin; running thence north 23 degrees 30 minutes east a distance of 735.0 feet to an iron pin; running thence north 40 degrees 00 minutes west a distance of 602.5 feet to an iron pin lying on the southeasterly line of the 80 foot right-of-way of Crabapple Road; running thence along the southeasterly line of the aforesaid right-of-way of Crabapple Road north 48 degrees 26 minutes 48 seconds east a distance of 1,104.6 feet to a point; continuing thence in a northeasterly direction, along the curving southeasterly line of the aforesaid right-of-way of Crabapple Road, a distance of 293.5 feet to a point; continuing thence in a northeasterly direction along the southeasterly line of the aforesaid right-of-way of Crabapple Road north 62 degrees 22 minutes 47 seconds east a distance of 333.67 feet to an iron pin; running thence south 00 degrees 30 minutes 20 seconds east a distance of 424.6 feet to an iron pin; running thence north 89 degrees 29 minutes 40 seconds east a distance of 665.1 feet to an iron pin located on the line dividing Land Lot 1169 from Land Lot 1168, said District, Section, County, and State; running thence south 00 degrees 11 minutes 20 seconds east, along the aforesaid Land Lot dividing line, a distance of 655.2 feet to the common corner of Land Lots 1169, 1168, 1208 and 1209, said District, Section, County and State; running thence south 00 degrees 04 minutes 20 seconds west, along the line dividing Land Lot 1208 from Land Lot 1209, said District, Section, County and State, a distance of 1,340.4 feet to the iron pin which is the point of beginning.

EXHIBIT B TRACT II

All that lot, tract or parcel of land situate, lying and being in Land Lots numbered 1167 and 1168 of the 2nd District, 2nd Section, Fulton County, Georgia, being particularly described as follows:

Beginning at a point lying at the intersection of the northwesterly line of the 60-foot right-of-way of Crabapple Road and the southerly line of the 60-foot right-of-way of Green Road; running thence in a southwesterly direction, along the northwesterly line of the aforesaid right-of-way of Crabapple Road, a distance of 1,475 feet to the point of intersection of the aforesaid right-of-way line with the line dividing Land Lot 1167 from Land Lot 1210, said district, section, county and state; running thence in a westerly direction, along the aforesaid land lot dividing line, a distance 580 feet to an iron pin; running thence north 2 degrees 26 feet west a distance of 761.1 feet to an iron pin lying on the southerly line of the aforesaid right-of-way of Green Road; running thence in a northeasterly, thence easterly, thence southeasterly direction, along the southerly right-of-way line of Green Road, a distance of 1,688 feet to the point of beginning.