

BYLAWS OF NORTH FARM HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME, LOCATION, MEMBERSHIP, APPLICABILITY

1.01 Name. The name of this Association shall be North Farm Homeowners Association, Inc. (hereinafter to as the “Association”), a Georgia nonprofit corporation.

1.02 Membership. The membership of the Association shall be limited to Owners of Lots in that development of single-family residences known as “North Farm” (hereinafter referred to as the “Development”), located in Land Lots 1209, 1210, 1239, and 1240 of the 2nd District, 2nd Section, of Fulton County, Georgia, and shall include Owners of Lots in any additions to or expansions of the Development.

1.03 Registered Office and Agent. The Association shall maintain a registered office and shall have a registered agent whose business office is identical with such registered office. The Association may have offices at such place or places within reasonable proximity to the Development as the Board of Directors may from time to time designate.

1.04 Applicability. These Bylaws are applicable to the Lots in the Development and are established pursuant to the Georgia Nonprofit Corporation Code and are binding on all present or future Owners, tenants, occupants, or other persons occupying or using the facilities of the Development in any manner. The mere acquisition, rental, use, or other act of occupancy of any Lot will signify that these Bylaws are accepted and ratified. These Bylaws are subject to the provisions of the Act, the Georgia Nonprofit Corporation Code and that certain Declaration of Covenants, Conditions, and Restrictions for North Farm)hereinafter referred to as the “Declaration”). For purposes of these Bylaws, words such as, for example, “Common Areas”, “Lot”, “Mortgage”, “Mortgagee”, and “Owner”, shall have the same meaning as set forth in the Declaration, unless the context shall otherwise require or prohibit.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

2.01 Membership. Every person who is the record Owner of a fee or undivided fee interest in any Lot in the Development (including any Lots in any additions to or expansions of the Development) shall be a member of the Association, excluding persons who hold such an interest under a Mortgage. The voting weight appurtenant to each Lot is equal and each Lot shall have one vote. The rights and privileges of membership in the Association, including the right to vote and hold an office in the Association, may be exercised by a member or a member’s spouse, but in no event shall more than one vote be cast nor more than one office held for each Lot. Notwithstanding any of the foregoing to the contrary, no Owner, whether one or more persons, shall have more that one membership or vote per Lot. In the event of multiple Owners of a Lot, the vote appertaining thereto 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 that more than one person seeks to exercise it. The vote appertaining to any Lot may, and shall in the case of any Owner not a natural person or persons, be cast pursuant to a proxy or proxies duly executed by or on behalf of the Owner and delivered to the Secretary of the Association.

2.02 Voting Rights. The Association shall have one class of voting membership which shall consist of all Owners. Such Owners shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 2.01 of these Bylaws; provided, however that no vote shall be deemed to appertain to any Lot during the period that the Association is the Owner thereof. The vote attributable to a Lot shall be exercised as a whole, and when more than one person or a person other than a natural person owns such interest in any Lot, the vote therefor shall be exercised in accordance with the provision of Section 2.01 of these Bylaws.

2.03 Suspension of Voting Rights. During any period in which the Owner of a Lot shall be in default in the payment of any annual or special assessment or other charge levied by the Association, the voting rights of such Lot may be suspended by the Board of Directors, after notice and a hearing as provided in the Declaration, until such assessment or charge has been paid. Such rights may also be suspended, after notice and a hearing as provided in the Declaration, for a violation of any provisions of the Declaration, these Bylaws or any of the published rules and regulations of the Association.

ARTICLE III

MEETINGS, QUORUM, VOTING, PROXIES

3.01 Place of Meeting. Membership meetings of the Association shall be held at a suitable place convenient to the members as may be designated by the Board of Directors.

3.02 Annual Meeting. The regular Annual Meeting of the members shall be held during the month of November or December each year with the date, hour, and place to be set by the Board.

3.03 Special Meetings. the Secretary of the Association shall be required to call a special meeting of the members (a) when directed by the President of the Association (b) upon the resolution of a majority of the Board of Directors, or (c) upon the presentation to the Secretary of the Association of a petition signed by Owners entitled to cast at least one-fourth (1/4) of the votes of the Association. The call of a special meeting shall be by notice from the Secretary of the Association given at least ten (10) days and not more than thirty (30) days in advance of the meeting, and such notice shall state the date, the time, the place, and the purpose of such special meeting. Unless by consent of at least seventy-five percent (75%) of the votes of the Owners present in person or by proxy, only the business stated in the notice may be transacted at such a special meeting.

3.04 Notice of Meetings. It shall be the duty of the Secretary of the Association to mail a notice of each annual or special membership meeting, stating the purpose thereof, as well as the date, time, and place where it is to be held. Such notice shall be delivered personally or sent by U. S. Postal Service, postage prepaid, to all Owners of record at such address or addresses as any of them may have designated, or if no address has been so designated, at the address of their respective Lots. Except as may be otherwise required by law, notice shall be given to each Owner at least ten (10) days and not more than thirty (30) days in advance of any meeting. The mailing of a notice in the manner provided

in this Section shall be considered to be the giving of such notice. Any Owner (or any Mortgagee of any Owner entitled to notice) may waive the notice of a meeting by doing so in writing before or after such meeting. Attendance at a meeting, either in person or by proxy, shall of itself constitute a waiver of notice and waiver of any and all objections to the place or time of such meeting or the manner in which it has been called or convened, unless a member or other person entitled to notice attends such meeting solely for the purpose of stating, at the beginning of such meeting, any such objection or objections relating to such meeting. A recitation in the minutes of any membership meeting that notice of such meeting was properly given shall be prima facie evidence that such notice was so given.

3.05 Conduct of Meetings. The President, or the Vice President in the absence of the President, shall preside over all meetings of the Association and the Secretary shall keep the minutes of all such meetings and shall record in a minute book all resolutions adopted at such meetings, as well as all transactions and proceedings occurring at such meetings.

3.06 Order of Business. The order of business at all annual meetings shall be as follows:

- a. Roll call and certification of proxies.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting.
- d. Reports of officers, if any.
- e. Reports of committees, if any.
- f. Election or appointment of inspectors of elections.
- g. Election of directors.
- h. Unfinished business.
- i. New business.

3.07 Quorum. Except as otherwise provided in the Declaration or in these Bylaws, the presence in person or by proxy at the beginning of any meeting of the Owners entitled to cast one-third (1/3) of the votes of the Association shall constitute a quorum for a meeting of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

3.08 Adjourned Meetings. Any meeting of the Association which cannot be organized because a quorum has not attended may be adjourned from time to time by the vote of a majority of the Owners present in person or represented by proxy. When any membership meeting, either annual or special, is adjourned, notice of the time, place, and location of the adjourned meeting shall be given as in the case of the original meeting.

3.09 Proxy. The vote appertaining to any Lot may, and shall in the case of any Owner not a natural person or persons, be cast pursuant to a proxy or proxies duly executed by or on behalf of the Owner and delivered to the Secretary of the Association. No such proxy shall be revocable except by written notice delivered to the Secretary of the Association by the Owner. Any proxy shall be void if it is not dated or if it purports to be revocable without notice as aforesaid. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. The transfer of title to any Lot shall void any outstanding proxy pertaining to the voting rights appurtenant to that Lot.

3.10 Action Taken by Association. Except as otherwise provided by the Declaration or these Bylaws, any action taken at any meeting of members shall be effective and valid if taken or authorized

by not less than a majority of all of the votes to which all of the members present in person or by proxy at a duly constituted meeting shall be entitled. For purposes of these Bylaws, "majority" shall mean more than fifty percent (50%); provided, however, the foregoing provisions of this Bylaw to the contrary notwithstanding, any action which by law or pursuant to the provisions of the Declaration or these Bylaws requires the assent of a specified number or percentage of the votes of the Owners greater than that herein specified, shall not be considered the act of the Owners unless such requisite number or percentage so prescribed by law or by the Declaration or these Bylaws is obtained.

3.11 Voting. Except as otherwise provided in the Declaration or these Bylaws, voting on all matters shall be by voice vote or by a show of hands unless any Owner, prior to the voting on any matter, demands vote by ballot, in which case each ballot shall state the name of the Owner voting, the Lot or Lots owned by such Owner, and the number of votes voted by such Owner, and if such ballot shall be cast by proxy, it shall also state the name of such proxy.

3.12 Action by Association Without Meeting. In the Board's discretion, any action that may be taken by the Association members at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a written consent form or written ballot to every member entitled to vote on the matter.

(a) Ballot. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

All solicitations for votes by written ballot shall: (i) indicate the number of responses needed to meet the quorum requirements; (ii) state the percentage of approvals necessary to approve each matter other than election of directors; and (iii) specify the time by which a ballot must be received by the corporation in order to be counted,. A written ballot may not be revoked. The Association shall maintain such ballots in its file for at least three (3) years.

(b) Written Consent. Approval by written consent shall be valid only when the number of written consents received equals or exceeds the requisite majority of the voting power for such action. Executed written consents shall be included in the minutes or filed with the Association's records. If an action of the members is approved by written consent hereunder, the Board shall issue written notice of such approval to all members who did not sign written consents. Membership approval shall be effective ten (10) days after written notice is issued; provided, however, if the consent is to an amendment to the Declaration or Bylaws which must be recorded, the effective date shall be no earlier than the date of recording of such amendment.

ARTICLE IV

BOARD OF DIRECTORS, NUMBER, POWERS, MEETINGS

4.01 Number. The Board of Directors shall consist of no less than five (5) members. Directors must be Owners at all times during their service as Directors; provided, however, the term “Owner”, for purposes of this Section and Section 5.01 hereof, shall be deemed to include, without limitation, any shareholder, director, officer, partner in, or trustee of any entity or person which is, either alone or in conjunction with any other person or persons, an Owner. Any individual who would not be eligible to serve as a member of the Board of Directors were he not a shareholder, director, officer, partner in, or trustee of such an entity or person, shall be deemed to have disqualified himself from continuing as a Director if he ceases to have any such affiliation with that entity or person.

4.02 Powers and Duties. The Board of Directors shall have the powers and duties necessary to administer the affairs of the Association, including, but not necessarily limited to, those powers and duties specifically assigned to the Board of Directors in the Declaration, the Articles of Incorporation, and these Bylaws. Consistent therewith, the Board of Directors shall have the power to adopt rules and regulations which it deems necessary for the administration of the affairs of the Association and to impose sanctions for violations of the Declaration, the Bylaws, and the published rules and regulations of the Association, subject to the provisions of the Declaration regarding the right to notice and a hearing.

4.03 Other Duties. The Board of Directors shall exercise such duties and responsibilities as shall be incumbent upon it by law and the Declaration, together with such other duties and responsibilities as it may deem necessary or appropriate in the exercise of its powers. In additions to other duties which the Board of Directors may have, it shall be responsible for the following matters:

- (a) Maintenance, repair, renovation, restoration, replacement, care, and upkeep of the Common Areas and other portions of the Development maintained by the Association;
- (b) Collection of assessments levied by the Association;
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the Common Areas and other portions of the Development which are the responsibility of the Association; and
- (d) Subject to the provisions of the Declaration, the promulgation of rules and regulations governing the use and enjoyment of the Common Areas.

4.04 Management. Subject to the provisions of the Declaration, the Board of Directors may employ for the Association a management agent under such terms, compensations, and duties as the Board may, in its sole discretion, authorize.

4.05 Election of Directors and Term of Office. The Directors serving on the effective date of these Bylaws shall remain in office until the terms for which they were elected expire. Except in the case of death, resignation, disqualification, or removal, each Director elected by the members shall serve until the annual meeting at which his term expires and until his successor has been duly chosen and qualified.

4.06 Procedure for Election. At the annual meeting, the members shall elect, in accordance with the procedures hereinafter set forth in this Section, Directors to succeed to the office of all Directors whose terms have expired at the time of such meeting. Such Directors so elected shall each serve for a term of three (3) years. Persons may be nominated for election to the Board of Directors by

a nominating committee appointed by the incumbent Board of Directors prior to the annual meeting and by nominations made from the floor at the meeting for such election. Election to the Board of Directors shall be by secret written ballot, unless dispensed by unanimous consent, and at such election members or their proxies may cast, with respect to each vacancy, the votes of their respective Lots as provided in the declaration. Cumulative voting shall not apply.

4.07 Removal or Resignation. Any one or more of the Directors may be removed with or without cause by a majority vote of the total authorized vote of the Owners in the Development which is taken at any regular or special meeting of the Association, and a successor shall be elected by the Owners at such meeting in order to fill the unexpired portion of such Director's term. Any Director whose removal has been proposed by any Owner or Owners shall be given an opportunity to be heard at such meeting. Any Director may resign at any time by giving written notice to the members of the Board of Directors. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The sale of a Lot by a Director or any other termination of his interest in a Lot shall automatically terminate his directorship. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Owners shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall serve until a successor is elected and qualified at the next annual meeting of the Owners.

4.08 Fees and Compensation. No fee or compensation shall be paid by the Association to Directors for their services as Directors unless such fee or compensation is first fixed by a resolution adopted by a majority vote of the total vote of the Owners.

4.09 Organizational Meeting. The first and organizational meeting of each Board of Directors may be held without notice, other than this bylaw, immediately after, and at the same place as, the meeting of the Owners at which such Board of Directors or certain members of the Board of Directors have been elected. In any event to be held as soon as practicable.

4.10 Regular Meetings. The Board of Directors may provide, by resolution, the time and place for the holding of regular meetings, in addition to the organizational meeting, and such regular meetings shall be held without notice other than such resolution.

4.11 Special Meetings. Special meetings of the Board of Directors may be called by the President on at least three (3) days notice to each Director, given personally or by mail, telephone, or telegraph, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board of Directors may also be called by the Secretary of the Association in like manner and on like notice on the written request of at least a majority of the Directors.

4.12 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be deemed to be a waiver of notice of such meeting and waiver of any and all objections to the place or time of the meeting or the manner in which it has been called or convened, except when a Director states, at the beginning of the meeting, any such objection or objections.

4.13 Entry of Notice. Whenever any director has been absent from any special meeting of the

Board of Directors, an entry in the minutes to the effect that notice has been duly given shall be prima facie evidence that due notice of such special meeting was given such Director, as required by law and the Bylaws of the association.

4.14 Board of Directors Quorum. At all meetings of the Board of Directors, a majority of the Directors then in office shall constitute a quorum for the transaction of business.

4.15 Conduct of Meetings. The President, or the Vice President in the absence of the President, shall preside over all meetings of the Board of Directors and the Secretary shall keep the minutes of such meetings and shall record in a minute book all resolutions adopted at such meetings, as well as all transactions and proceedings occurring at such meetings.

4.16 Action Taken by Directors. Except as otherwise provided in the Declaration and these Bylaws or by law, every act or decision by a majority of the Directors present in person or by proxy at a duly-held meeting at which a quorum is present shall be regarded as the act of the Board. In the event of any tie vote, the President or the Vice President in the absence of the President, shall cast a separate vote to break the tie.

4.17 Action Without Formal Meeting. Any Board action required or permitted to be taken at any meeting may be taken without a meeting if a Majority of the directors consent in writing to such action. The written consents must describe the action taken and be signed by no fewer than a Majority of the directors. The written consents shall be filed with the minutes of the Board.

4.18 Special Committees. The Board of Directors shall have the power and authority to create special committees, including but not necessarily limited to, an Architectural Standards Committee, a Recreation Committee, a Maintenance Committee, and an Insurance Committee, and a Budget Committee. Any such committee shall advise the Board of Directors on matters pertaining to the purpose for which any such special committee shall have been created and shall have and exercise such powers as may be provided by resolution of the Board of Directors. Each such committee shall be comprised of one or more Board of Directors and shall act by a majority of its members unless otherwise ordered by the Board of Directors. The members, including the chairman, of any such special committee shall be appointed by and shall serve at the pleasure of the Board of Directors. A majority of the members of any such committee shall constitute a quorum.

4.19 Executive Committee. In furtherance and not in limitation of the powers conferred by law, the Board of Directors may establish an Executive Committee consisting of three (3) Directors. The Executive Committee shall be constituted and appointed by the Board of Directors from their number and shall meet when deemed necessary. The Executive Committee shall have authority to exercise all the powers of the Board of Directors at any time and when the Board of Directors is not in session, so long as such powers are lawfully delegated and are not inconsistent with these Bylaws and the Declaration. The Executive Committee shall elect a chairman, and a majority of the members of the Executive Committee shall constitute a quorum. The act of a majority of the members present at a meeting at which a quorum is present shall be the act of the Executive Committee, and notice of meetings of the Executive Committee shall be the same as required for a special meeting of the Board of Directors as outlined above in this Article. The Board of Directors may designate one or more Directors as alternate members of the Executive Committee, and such alternate member may act in the place and stead of any absent member or members at any meeting of the Executive Committee. The designation of an Executive Committee shall not operate to relieve the Board of Directors, or any

member thereof, of any responsibility imposed by law.

ARTICLE V

OFFICERS

5.01 Enumeration of Officers. The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, who shall be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create. Any two or more offices may be held by the same person, excepting the offices of President and Vice President and President and Secretary. Each officer must be an "Owner" as defined in Section 4.01 of the Bylaws.

5.02 Election. The Board of Directors shall elect the officers of the Association at each organizational meeting thereof. The Board of Directors at any time and from time to time may appoint such other officers as it shall deem necessary, including one or more Assistant Secretaries or Assistant Treasurers, who shall hold their offices for such terms as shall be determined by the Board of Directors and shall exercise such powers and perform such duties as are specified by these Bylaws or as shall be determined from time to time by the Board of Directors.

5.03 Compensation. No fee or compensation shall be paid by the Association to any officer for his services as an officer unless such fee or compensation is first fixed by a resolution adopted by a majority vote of total vote of the Owners.

5.04 Term. Each officer of this Association shall be elected at the time of each organizational meeting of the Board of Directors, and each shall hold office until the next organizational meeting of the Board and until his successor is duly elected and qualified, or until his earlier resignation, death, removal, or other disqualification. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby,. The sales of his Lot by an officer or a termination of his interest in a Lot shall automatically terminate his term as an officer.

5.05 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

5.06 President. The President shall be a Director and the chief executive officer of the Association and, subject to the control of the Board of Directors, shall in general manage, supervise, and control all of the business and affairs of the Association and perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. He shall, when present, preside at all membership meetings. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any contracts, deeds, notes, mortgages, bonds, policies of insurance, checks, or other instruments which the Board of Directors has authorized to be executed, except in cases where signing or execution thereof shall be expressly delegated by the Declaration or these bylaws or by the Board of Directors to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed.

5.07 Vice Presidents. In the absence of the President, or in the event of his death or inability or refusal to act, the Vice President (or in the event there is more than one Vice President, the Vice Presidents in the order designated at the time of their election, or in the absence of any designation, in

the order of election) shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President may perform such duties as are set forth in these bylaws or as shall from time to time be assigned to him by the Board of Directors.

5.08 Secretary. The Secretary shall: (a) attend and keep the minutes of meetings of the members, of the Board of Directors and of any committees having any of the authority of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the Declaration or the provisions of these bylaws or as required by law; (c) be custodian of the Association records; and, (d) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Board of Directors.

5.09 Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Association, receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies, or other depositories as shall be from time to time selected by the Board of Directors; (b) authorize vouchers and sign checks for monies due and payable by the Association; (c) promptly render to the President and to the Board of Directors an account of the financial condition of the Association whenever requested; and (d) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Board of Directors.

5.10 Assistant Secretaries and Assistant Treasurers. The Assistant Secretaries and Treasurers, in general, shall perform such duties as shall be assigned by the Secretary or Treasurer, respectively, or by the Board of Directors.

ARTICLE VI

FISCAL MATTERS AND BOOKS AND RECORDS

6.01 Fidelity Bonds. The Board of Directors may require that any contractor or employee of the Association handling or responsible for Association funds shall furnish an adequate fidelity bond. The premium for any such bond shall be paid by the Association as a common expense.

6.02 Books and Records. To the extent provided in O.C.G.A. Section 14-3-1602, all Association members and any institutional holder of a first Mortgage shall be entitled to inspect Association records at a reasonable time and location specified by the Association, upon written request at least five (5) business days before the date on which the member wishes to inspect and copy. The Association may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the member. Notwithstanding anything to the contrary, the Board may limit or preclude member inspection of confidential or privileged documents, including attorney/client privileged communications, executive session meeting minutes, and financial records or accounts of other members. Minutes for any Board or Association meetings do not become effective and an official Association record until approved by the Board or Association membership, as applicable, at a subsequent meeting.

6.03 Contracts. The Board of Directors may authorize any officer or officers, or agent or agents, of these Bylaws, to enter into any contract or execute and deliver any instrument in the name of, or on behalf of, the Association, and such authority may be general or confined to specific

instances.

6.04 Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, or agent or agents, of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer and countersigned by the President or Vice President of the Association.

6.05 Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may elect.

6.06 Gifts. The Board of Directors may accept, on behalf of the Association, any contribution, gift, bequest, or devise for the general purposes, or for any special purpose, of the Association.

6.07 Fiscal Year. The fiscal year of the Association shall be the calendar year.

ARTICLE VII

MISCELLANEOUS

7.01 Parliamentary Rules. Unless waived by a majority vote of the Owners in attendance in person or by proxy at any duly called membership meeting, or unless waived by a majority of the Directors present at any duly called meeting of the Board of Directors, Robert's Rules of Order (latest edition) shall govern the conduct of the proceedings of such meeting when not in conflict with Georgia law, the Declaration, or these Bylaws.

7.02 Conflicts. If there are conflicts or inconsistencies between the provisions of Georgia law or the Declaration and these Bylaws, the provisions of Georgia law and the Declaration, in that order, shall prevail.

7.03 Definitions. Unless the context shall otherwise require, words or phrases used herein which are defined in the Declaration shall have the same meaning as therein set forth.

7.04 Amendment. the Articles of Incorporation and these Bylaws may be amended, at a regular or special meeting of the members duly called and held for such purpose, pursuant to a resolution of the Board of Directors adopting a proposed amendment. Such resolution must be approved by the Owners to which at least two-thirds (2/3) of the votes which the Owners present at such meeting in person or by proxy are entitled to cast. Notwithstanding the foregoing, any amendment to these Bylaws which would alter, modify, or rescind any right or privilege herein expressly granted to the holder of any Mortgage affecting any Lot shall require the prior written approval of such holder.

7.05 Agreements. Subject to the provisions of the Declaration and the Bylaws, all agreements and determinations lawfully authorized by the Board of Directors of the Association shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, or others having an interest in the Development, and in performing its responsibilities hereunder, the Association, through the Board of Directors, shall have the authority to delegate to such persons of its choice such duties of the

Association as may be determined by the Board of Directors.

7.06 Severability. Invalidation of any covenant, condition, restriction, provision, sentence, clause, phrase, or word of these Bylaws, or the application thereof in any circumstances, shall not affect the validity of the remaining portions thereof and of the application thereof, and such remaining portions shall remain in full force and effect.

7.07 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 individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

7.08 Headings and Captions. The article and section headings and captions herein are for convenience and reference only and in no way define or limit the scope and content of these Bylaws or in any way affect the provisions hereof.

Return to: NowackHoward, LLC
Resurgens Plaza, Suite 1250 945
East Paces Ferry Road Atlanta,
Georgia 30326
Attention:RFD

STATE OF GEORGIA

Cross Reference: Deed Book 8847
Page 247

COUNTY OF FULTON

Deed Book 28384
Page 337

**AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR NORTH FARM AND TO THE BYLAWS OF THE
NORTH FARM HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for North Farm was recorded on January 14, 2000, in Deed Book 28384, Page 337, et seq., Fulton County, Georgia, records (“Declaration”); and

WHEREAS, Article XI, Section 11.01, of the Declaration provides for amendment of the Declaration by the affirmative vote, written consent, or any combination of affirmative vote or written consent of the members of the Association holding at least sixty-six and two-thirds (66 & 2/3%) percent of the total eligible vote thereof; and

WHEREAS, the Bylaws of the North Farm Homeowners Association, Inc., were recorded immediately following the Declaration; and

WHEREAS, Article VII, Section 7.04 of the Bylaws provide that they may be amended at a regular or special meeting of the members duly called and held for such purpose, pursuant to a resolution of the Board of Directors adopting such proposed amendment approved by the Owners to which at least two-thirds (2/3) of the votes which the Owners present at such meeting are entitled to cast; and

WHEREAS, the Georgia Nonprofit Corporations Code provides that any action that may be taken at any membership meeting may be taken outside a meeting by written ballot in compliance with O.C.G.A. 14-3-708; and

WHEREAS, at least sixty-six and two-thirds (66 & 2/3%) percent of the total eligible vote of the Association have voted in favor of this Amendment to the Declaration using a written ballot outside a meeting; and

WHEREAS, Owners representing at least two-thirds (2/3) of the votes returned approved the Amendment to the Bylaws using a written ballot outside a meeting; and

WHEREAS, this Amendment does not alter, modify, change or rescind any right, title, interest or privilege held by the holder of any mortgage on a Lot; provided, however, in the event a court of competent jurisdiction determines that this amendment does alter, modify, change or rescind any right, title, interest or privilege held by any such mortgage holder without such mortgage holder's consent in writing to this amendment, then this amendment shall not be binding on the mortgage holder so involved, unless such mortgage holder consents to this amendment; and if such consent is not forthcoming, then the provisions of the Declaration prior to this amendment shall control with respect to the affected mortgage holder; and

WHEREAS, this Amendment shall be effective on the date that it is recorded in the Fulton County, Georgia land records (the "Effective Date");

NOW THEREFORE, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for North Farm and the Association's Bylaws are hereby amended as follows:

1.

Article VIII of the Declaration is hereby amended by deleting therefrom, in its entirety, Section 8.06 thereof, and substituting therefore the following new Section 8.06:

8.06 Limitation on Expenditures for Construction of Recreational Facilities. Notwithstanding anything to the contrary herein or in the Bylaws, the Board of Directors shall not expend nor commit to expend more than Twenty-five Thousand Dollars (\$25,000) for the purpose of construction of any new building or new recreational facility or any expansion of a current building or recreational facility on the Common Area without first obtaining the prior approval of a majority of the total eligible Association vote.

2.

Article VIII, Section 8.08 of the Declaration is hereby amended by adding the following to the end thereof:

In addition to all other remedies for nonpayment set forth herein, if assessments, fines or other charges, or any part thereof, remain unpaid more than thirty (30) days after such assessment or charge first become delinquent, then notwithstanding anything to the contrary provided herein and without the necessity of compliance with the fining and suspension procedure set forth in Section 10.03, Owner's right to vote and use the Common Area shall be automatically suspended until all amounts owed are paid in full, (provided, however, the Board may not deny ingress or egress to or from a Lot).

3.

Article IX of the Declaration is hereby amended by adding thereto the following new Section 9.14:

9.14 Transient Use. No transient tenants or occupants shall be accommodated in a Lot, and no Lot shall be occupied or otherwise used for transient or hotel purposes or as a short-term rental (rental of less than 30 consecutive days). For purposes of clarification, the occupancy of a Lot or any part thereof by any person for any period of time arranged through use of "AirBnB", "VRBO", "HomeAway", "Flipkey", "Couchsurfing", "Booking.com" or similar websites or online platforms on which property owners offer properties and/or rooms for short-term rentals, stays and/or occupancy is considered transient purposes and is prohibited.

4.

Article XI, of the Declaration is hereby amended by adding to the end thereof the following new Section 11.09:

11.09 SECURITY. THE ASSOCIATION MAY, BUT SHALL NOT BE REQUIRED TO, FROM TIME TO TIME, PROVIDE MEASURES OR TAKE ACTIONS THAT DIRECTLY OR INDIRECTLY IMPROVE THE SECURITY OF THE DEVELOPMENT; HOWEVER, EACH OWNER, FOR HIMSELF, HERSELF OR ITSELF, AND HIS, HER OR ITS TENANTS, OCCUPANTS, GUESTS, LICENSEES, AND INVITEES, ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION IS NOT A PROVIDER OF SECURITY AND SHALL HAVE NO DUTY TO PROVIDE SECURITY ON OR AT THE DEVELOPMENT. THE ASSOCIATION DOES NOT GUARANTEE THAT NON-OWNERS AND NON- OCCUPANTS WILL NOT GAIN ACCESS TO THE DEVELOPMENT AND COMMIT CRIMINAL ACTS ON THE DEVELOPMENT NOR DOES THE ASSOCIATION GUARANTEE THAT CRIMINAL ACTS ON THE DEVELOPMENT WILL NOT BE COMMITTED BY OTHER OWNERS OR OCCUPANTS. IT SHALL BE THE RESPONSIBILITY OF EACH OWNER TO PROTECT HIS, HER OR ITS PERSON AND PROPERTY AND ALL RESPONSIBILITY TO PROVIDE SUCH SECURITY SHALL LIE SOLELY WITH EACH OWNER. THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF ITS FAILURE TO PROVIDE ADEQUATE SECURITY OR THE INEFFECTIVENESS OF MEASURES UNDERTAKEN.

5.

Article XI, of the Declaration is hereby amended by adding to the end thereof the following new Section 11.10:

11.10 Electronic Records, Notices and Signatures. Notwithstanding any other portion of this Declaration, records, signatures and notices (including required attachments) shall not be denied validity or effectiveness hereunder solely on the grounds that they are transmitted, stored, made or presented electronically. The relevant provisions of the By-Laws shall govern the giving of all notices required by this Declaration.

6.

Article II of the Bylaws is hereby amended by deleting therefrom, in its entirety, Section 2.03 and substituting therefore the following new Section 2.03:

2.03 Suspension of Voting Rights. If a Lot is shown on the Association's books and records to be more than 30 days past due in any assessment of charge owed to the Association, or if the Lot Owner's voting rights are currently suspended for the infraction of any provision of the Declaration, Bylaws or Rules and Regulations, neither the Owner of such Lot nor his or her spouse shall be eligible to: (1) vote, either in person or by proxy; (2) act as proxy for any other Owner; (3) issue a written ballot or written consent; (4) be elected to the Board of Directors; or (5) vote as a Director (if serving on the Board of Directors). In establishing the total number of eligible votes for a quorum, a majority, or any other purposes, such Lot shall not be counted as an eligible vote.

7.

Article III, Section 3.04 of the Bylaws is hereby amended by deleting therefrom the phrase "*delivered personally*" and substituting therefore the phrase "*delivered personally, by e-mail*"

8.

Article IV, Section 4.11 of the Bylaws is amended by deleting therefrom the word "*telegraph*" and substituting therefore the word "*e-mail*".

9.

Article VII of the Bylaws is amended by adding the following new Section 7.09 to the end thereof:

7.09. Notices.

(a) Method of Giving Notice. Unless otherwise prohibited in these Bylaws or the Declaration, all notices, demands, bills, statements, or other communications given under the Declaration or these Bylaws shall be in writing and shall be given by:

- (i) Personal delivery to the addressee;
- (ii) United States mail, postage prepaid;
- (iii) Statutory Overnight Delivery;
- (iv) A secure web site, provided that notice shall be deemed given via web site only upon proof that the addressee has retrieved the message; or
- (v) Electronic mail to the address provided by the Owner.

(b) Addressee. Notice sent by one of the methods described in subparagraph (a) above shall be deemed to have been duly given:

- (i) If to an Owner, at the address, electronic mail address or facsimile number which the Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Lot of such Owner;
- (ii) If to an Occupant, at the address, electronic mail address or facsimile number which the Occupant has designated in writing with the Secretary or, if no such address has been designated, at the address of the Lot occupied; or
- (iii) If to the Association, the Board or the managing agent, at the postal address of the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary. The Secretary shall promptly provide notice to all Owners of any such change in address. Provided, however, that notwithstanding anything to the contrary provided herein, the Association may only be obligated to accept from a member consents, requests, demands, or notices given and delivered under these Bylaws to an officer or agent of the corporation by electronic transmission only if provided by resolution of the Board of Directors of the corporation.

(c) Effective Date. Notice sent in accordance with subsections (a) and (b) shall be deemed to have been duly given and effective:

- (i) if sent by United States mail correctly addressed with first class or higher priority postage prepaid, when deposited with the United States Postal Service;
- (ii) if delivered personally or by private carrier, when actually delivered to the address of the intended recipient, as evidenced by the signature of the person at such address who accepts such delivery or as indicated in a record by the delivery person;
- (iii) if sent by electronic mail, upon transmission to an e-mail address at which the Owner has consented to receive notices;
- (iv) if by any other form of electronic transmission, when transmitted to the member.

(d) Electronic Notices. Without limiting the manner by which notice otherwise may be given effectively to members, any notice to members given by the Association under these Bylaws or the Declaration shall be effective if given by a form of electronic transmission consented to by the member to whom the notice is given. For purposes hereof, a member's written provision of an e-mail address to such member to the Association's Secretary or property manager constitutes such member's consent to receipt of notices from the Association to such e-mail address.

Any such consent shall be revocable by the member by written notice to the Association. Any such consent shall be deemed revoked if:

(i) The Association is unable to deliver by electronic transmission two consecutive notices given by the Association in accordance with such consent; and

(ii) Such inability becomes known to the secretary or to the property manager or other person responsible for the giving of such notice; provided, however, that the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

IN WITNESS WHEREOF, the undersigned officers of North Farm Homeowners Association, Inc. hereby certify that the above amendment to the Declaration and Bylaws was duly adopted by the required majority of the Association members.

This _____ day of _____, 2021.

NORTH FARM
HOMEOWNERS ASSOCIATION, INC.

By: _____
President

Attest: _____
Secretary

Sworn to and subscribed
to before me this _____
day of _____
_____ 2021.

Witness

Notary

[NOTARY SEAL]

Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

DOCKET NUMBER : 041490516
CONTROL NUMBER : J312738
DATE INC/AUTH/FILED: 09/30/1983
JURISDICTION : GEORGIA
PRINT DATE : 05/28/2004
FORM NUMBER : 215

WEISSMAN NOWACK CURRY & WILCO PC
HOLLEY HICKSON
3500 LENOX RD 4TH FL 1 ALLIANCE CENTER
ATLANTA, GA 30326

CERTIFIED COPY

I, Cathy Cox, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that the attached documents are true and correct copies of documents filed under the name of

NORTH FARM HOMEOWNERS ASSOCIATION, INC.
A DOMESTIC NONPROFIT CORPORATION

Said entity was formed in the jurisdiction set forth above and has filed in the Office of Secretary of State on the date set forth above its certificate of limited partnership, articles of incorporation, articles of association, articles of organization or application for certificate of authority to transact business in Georgia.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence of the existence or nonexistence of the facts stated herein.



Cathy Cox

Cathy Cox
Secretary of State

DUPLICATE



I, Max Cleland, Secretary of State of the State of Georgia, do hereby certify that

"NORTH FARM HOMEOWNERS ASSOCIATION, INC."

has been duly incorporated under the laws of the State of Georgia on the 30th day of September, 19 83, by the filing of articles of incorporation in the office of the Secretary of State and the fees therefor paid, as provided by law, and that attached hereto is a true copy of said articles of incorporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of my office, at the Capitol, in the City of Atlanta, this 30th day of September in the year of our Lord One Thousand Nine Hundred and Eighty Three and of the Independence of the United States of America the Two Hundred and Eight.

Max Cleland

SECRETARY OF STATE, EX-OFFICIO CORPORATION
COMMISSIONER OF THE STATE OF GEORGIA

ARTICLES OF INCORPORATION
OF
NORTH FARM HOMEOWNERS ASSOCIATION, INC.

I.

The name of the corporation is "North Farm Homeowners Association,
Inc."

II.

The corporation is organized pursuant to and elects to be governed by the provisions of the Georgia Nonprofit Corporation Code.

III.

The corporation shall have perpetual duration.

IV.

The corporation is organized for the following purposes:

- (a) To own, administer and maintain real and personal properties for the mutual benefit and protection of its members.
- (b) To acquire and administer property which, after the payment of necessary expenses, shall be devoted exclusively for the nonprofit benefit of its members.
- (c) To transact any and all such incidental business of whatsoever nature and description as the Board of Directors may, from time to time, deem appropriate so long as said purposes are permitted to be transacted by nonprofit corporations under the laws of the State of Georgia and which continue uninterrupted the tax exempt status of the corporation under the Internal Revenue Code of the United States.

RECEIVED
SEP 30 11 32 AM '83
SECRETARY OF STATE

V.

The affairs of the corporation shall be managed by a Board of Directors. The method of election shall be determined by the by-laws of the corporation.

VI.

The corporation shall have all general powers granted by the Official Code of Georgia Annotated Section 14-3-21, as it may from time to time be amended, excepting only that the corporation is not organized and shall not be operated for pecuniary gain or profit. No part of the property of the corporation and no part of its net earnings shall inure to the benefit of any director or other private individual. The corporation shall never be authorized to engage in a regular business of a kind ordinarily carried on for profit or in any other activity except in furtherance of the purposes for which the corporation is stated to have been organized. The corporation shall never engage in propaganda, attempt to influence legislation, zoning, or other legislative or executive functions, participate in political campaigns on behalf of any candidate for public office, nor shall any part of its property or any part of its income be devoted to such purposes.

VII.

In the event of the dissolution of the corporation, to the extent allowed under applicable law, all the assets of the corporation shall be distributed to, or its assets shall be sold and the proceeds distributed to, another organization organized and operating for the same purposes for which this corporation is organized and operating, or to one or more nonprofit corporations, funds or foundations organized and selected by the Board of Directors of the corporation. In the event that for any reason upon the dissolution of the corporation the Board of Directors of the corporation shall fail to act in the manner herein provided within a reasonable time, the senior judge of the Superior Court of Fulton County shall make such distribution as herein provided upon the application of one or more persons having a membership interest in the corporation or its assets.

VIII. *Fulton*

The initial registered office of the corporation is located at Suite 400, 6075 Roswell Road, Atlanta, Georgia. The initial registered agent of the corporation at such address is Richard B. Freeman.

IX.

The initial Board of Directors shall consist of three members who are:

J. Howard Chatham
6075 Roswell Road, Suite 410
Atlanta, Georgia 30328

J. David Chatham
6075 Roswell Road, Suite 410
Atlanta, Georgia 30328

James V. Henderson
6075 Roswell Road, Suite 116
Atlanta, Georgia 30328

X.

The name and address of the incorporator is as follows:

J. David Chatham
6075 Roswell Road, Suite 410
Atlanta, Georgia 30328

XI.

The initial members of the corporation shall be those persons who are the record owners of a fee or undivided fee interest in any lot in the real estate development known as North Farm Village Homes, pursuant to Declaration of Covenants, Conditions and Restrictions for North Farm Village Homes dated September 1, 1983, recorded in the Office of the Clerk in the Superior Court of Fulton County, Georgia. Such other members shall be as provided by the by-laws of the corporation.

IN WITNESS WHEREOF, the undersigned executes these articles of incorporation as Attorney at Law for the incorporator.

RICHARD B. FREEMAN, P.C.

BY: 

Suite 400
6075 Roswell Road,
Atlanta, Georgia 30328
Telephone number: (404) 256-1199

CONSENT TO APPOINTMENT AS REGISTERED AGENT
TO: SECRETARY OF STATE OF GEORGIA,
EX-OFFICIO CORPORATION COMMISSIONER,
STATE OF GEORGIA

I, RICHARD B. FREEMAN, do hereby consent to
serve as registered agent for the corporation known or to be
known as NORTH FARM HOMEOWNERS ASSOCIATION, INC.

This 19th day of SEPTEMBER, 1983.


(RICHARD B. FREEMAN)

Address of registered agent:

SUITE 400

6075 ROSWELL ROAD, ATLANTA, GEORGIA 30328



I, Max Cleland, Secretary of State of the State of Georgia, do hereby certify that

based on a diligent search of the records on file in this office, I find that the name of the following proposed domestic corporation to wit

"NORTH FARM HOMEOWNERS ASSOCIATION, INC "

is not identical with or confusingly similar to the name of any other existing domestic or domesticated or foreign corporation registered in the records on file in this office or to the name of any other proposed domestic or domesticated, or foreign corporation as shown by a certificate of the Secretary of State heretofore issued and presently effective.

This certificate is in full force and effective for a period of 4 calendar months from date of issuance. After such period of time, this certificate is void.

In TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of my office, at the Capitol, in the City of Atlanta, this
1st day of September in the year of our Lord
One Thousand Nine Hundred and Eighty Three and
of the Independence of the United States of America the Two
Hundred and Eight.

Max Cleland

83243182

SECRETARY OF STATE, EX-OFFICIO CORPORATION
COMMISSIONER OF THE STATE OF GEORGIA

BYLAWS OF NORTH FARM HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME, LOCATION, MEMBERSHIP, APPLICABILITY

1.01 Name. The name of this Association shall be North Farm Homeowners Association, Inc. (hereinafter to as the “Association”), a Georgia nonprofit corporation.

1.02 Membership. The membership of the Association shall be limited to Owners of Lots in that development of single-family residences known as “North Farm” (hereinafter referred to as the “Development”), located in Land Lots 1209, 1210, 1239, and 1240 of the 2nd District, 2nd Section, of Fulton County, Georgia, and shall include Owners of Lots in any additions to or expansions of the Development.

1.03 Registered Office and Agent. The Association shall maintain a registered office and shall have a registered agent whose business office is identical with such registered office. The Association may have offices at such place or places within reasonable proximity to the Development as the Board of Directors may from time to time designate.

1.04 Applicability. These Bylaws are applicable to the Lots in the Development and are established pursuant to the Georgia Nonprofit Corporation Code and are binding on all present or future Owners, tenants, occupants, or other persons occupying or using the facilities of the Development in any manner. The mere acquisition, rental, use, or other act of occupancy of any Lot will signify that these Bylaws are accepted and ratified. These Bylaws are subject to the provisions of the Act, the Georgia Nonprofit Corporation Code and that certain Declaration of Covenants, Conditions, and Restrictions for North Farm (hereinafter referred to as the “Declaration”). For purposes of these Bylaws, words such as, for example, “Common Areas”, “Lot”, “Mortgage”, “Mortgagee”, and “Owner”, shall have the same meaning as set forth in the Declaration, unless the context shall otherwise require or prohibit.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

2.01 Membership. Every person who is the record Owner of a fee or undivided fee interest in any Lot in the Development (including any Lots in any additions to or expansions of the Development) shall be a member of the Association, excluding persons who hold such an interest under a Mortgage. The voting weight appurtenant to each Lot is equal and each Lot shall have one vote. The rights and privileges of membership in the Association, including the right to vote and hold an office in the Association, may be exercised by a member or a member’s spouse, but in no event shall more than one vote be cast nor more than one office held for each Lot. Notwithstanding any of the foregoing to the contrary, no Owner, whether one or more persons, shall have more than one membership or vote per Lot. In the event of multiple Owners of a Lot, the vote appertaining thereto 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 that more than one person seeks to exercise it. The vote appertaining to any Lot may, and shall in the case of any Owner not a natural person or persons, be cast pursuant to a proxy or proxies duly executed by or on behalf of the Owner and delivered to the Secretary of the Association.

2.02 Voting Rights. The Association shall have one class of voting membership which shall consist of all Owners. Such Owners shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 2.01 of these Bylaws; provided, however that no vote shall be deemed to appertain to any Lot during the period that the Association is the Owner thereof. The vote attributable to a Lot shall be exercised as a whole, and when more than one person or a person other than a natural person owns such interest in any Lot, the vote therefor shall be exercised in accordance with the provision of Section 2.01 of these Bylaws.

2.03 Suspension of Voting Rights. During any period in which the Owner of a Lot shall be in default in the payment of any annual or special assessment or other charge levied by the Association, the voting rights of such Lot may be suspended by the Board of Directors, after notice and a hearing as provided in the Declaration, until such assessment or charge has been paid. Such rights may also be suspended, after notice and a hearing as provided in the Declaration, for a violation of any provisions of the Declaration, these Bylaws or any of the published rules and regulations of the Association.

ARTICLE III

MEETINGS, QUORUM, VOTING, PROXIES

3.01 Place of Meeting. Membership meetings of the Association shall be held at a suitable place convenient to the members as may be designated by the Board of Directors.

3.02 Annual Meeting. The regular Annual Meeting of the members shall be held during the month of November or December each year with the date, hour, and place to be set by the Board.

3.03 Special Meetings. the Secretary of the Association shall be required to call a special meeting of the members (a) when directed by the President of the Association (b) upon the resolution of a majority of the Board of Directors, or (c) upon the presentation to the Secretary of the Association of a petition signed by Owners entitled to cast at least one-fourth (1/4) of the votes of the Association. The call of a special meeting shall be by notice from the Secretary of the Association given at least ten (10) days and not more than thirty (30) days in advance of the meeting, and such notice shall state the date, the time, the place, and the purpose of such special meeting. Unless by consent of at least seventy-five percent (75%) of the votes of the Owners present in person or by proxy, only the business stated in the notice may be transacted at such a special meeting.

3.04 Notice of Meetings. It shall be the duty of the Secretary of the Association to mail a notice of each annual or special membership meeting, stating the purpose thereof, as well as the date, time, and place where it is to be held. Such notice shall be delivered personally or sent by U. S. Postal Service, postage prepaid, to all Owners of record at such address or addresses as any of them may have designated, or if no address has been so designated, at the address of their respective Lots. Except as may be otherwise required by law, notice shall be given to each Owner at least ten (10) days and not more than thirty (30) days in advance of any meeting. The mailing of a notice in the manner provided

in this Section shall be considered to be the giving of such notice. Any Owner (or any Mortgagee of any Owner entitled to notice) may waive the notice of a meeting by doing so in writing before or after such meeting. Attendance at a meeting, either in person or by proxy, shall of itself constitute a waiver of notice and waiver of any and all objections to the place or time of such meeting or the manner in which it has been called or convened, unless a member or other person entitled to notice attends such meeting solely for the purpose of stating, at the beginning of such meeting, any such objection or objections relating to such meeting. A recitation in the minutes of any membership meeting that notice of such meeting was properly given shall be prima facie evidence that such notice was so given.

3.05 Conduct of Meetings. The President, or the Vice President in the absence of the President, shall preside over all meetings of the Association and the Secretary shall keep the minutes of all such meetings and shall record in a minute book all resolutions adopted at such meetings, as well as all transactions and proceedings occurring at such meetings.

3.06 Order of Business. The order of business at all annual meetings shall be as follows:

- a. Roll call and certification of proxies.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting.
- d. Reports of officers, if any.
- e. Reports of committees, if any.
- f. Election or appointment of inspectors of elections.
- g. Election of directors.
- h. Unfinished business.
- i. New business.

3.07 Quorum. Except as otherwise provided in the Declaration or in these Bylaws, the presence in person or by proxy at the beginning of any meeting of the Owners entitled to cast one-third (1/3) of the votes of the Association shall constitute a quorum for a meeting of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

3.08 Adjourned Meetings. Any meeting of the Association which cannot be organized because a quorum has not attended may be adjourned from time to time by the vote of a majority of the Owners present in person or represented by proxy. When any membership meeting, either annual or special, is adjourned, notice of the time, place, and location of the adjourned meeting shall be given as in the case of the original meeting.

3.09 Proxy. The vote appertaining to any Lot may, and shall in the case of any Owner not a natural person or persons, be cast pursuant to a proxy or proxies duly executed by or on behalf of the Owner and delivered to the Secretary of the Association. No such proxy shall be revocable except by written notice delivered to the Secretary of the Association by the Owner. Any proxy shall be void if it is not dated or if it purports to be revocable without notice as aforesaid. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. The transfer of title to any Lot shall void any outstanding proxy pertaining to the voting rights appurtenant to that Lot.

3.10 Action Taken by Association. Except as otherwise provided by the Declaration or these Bylaws, any action taken at any meeting of members shall be effective and valid if taken or authorized

by not less than a majority of all of the votes to which all of the members present in person or by proxy at a duly constituted meeting shall be entitled. For purposes of these Bylaws, “majority” shall mean more than fifty percent (50%); provided, however, the foregoing provisions of this Bylaw to the contrary notwithstanding, any action which by law or pursuant to the provisions of the Declaration or these Bylaws requires the assent of a specified number or percentage of the votes of the Owners greater than that herein specified, shall not be considered the act of the Owners unless such requisite number or percentage so prescribed by law or by the Declaration or these Bylaws is obtained.

3.11 Voting. Except as otherwise provided in the Declaration or these Bylaws, voting on all matters shall be by voice vote or by a show of hands unless any Owner, prior to the voting on any matter, demands vote by ballot, in which case each ballot shall state the name of the Owner voting, the Lot or Lots owned by such Owner, and the number of votes voted by such Owner, and if such ballot shall be cast by proxy, it shall also state the name of such proxy.

3.12 Action by Association Without Meeting. In the Board’s discretion, any action that may be taken by the Association members at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a written consent form or written ballot to every member entitled to vote on the matter.

(a) Ballot. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

All solicitations for votes by written ballot shall: (i) indicate the number of responses needed to meet the quorum requirements; (ii) state the percentage of approvals necessary to approve each matter other than election of directors; and (iii) specify the time by which a ballot must be received by the corporation in order to be counted,. A written ballot may not be revoked. The Association shall maintain such ballots in its file for at least three (3) years.

(b) Written Consent. Approval by written consent shall be valid only when the number of written consents received equals or exceeds the requisite majority of the voting power for such action. Executed written consents shall be included in the minutes or filed with the Association’s records. If an action of the members is approved by written consent hereunder, the Board shall issue written notice of such approval to all members who did not sign written consents. Membership approval shall be effective ten (10) days after written notice is issued; provided, however, if the consent is to an amendment to the Declaration or Bylaws which must be recorded, the effective date shall be no earlier than the date of recording of such amendment.

ARTICLE IV

BOARD OF DIRECTORS, NUMBER, POWERS, MEETINGS

4.01 Number. The Board of Directors shall consist of no less than five (5) members. Directors must be Owners at all times during their service as Directors; provided, however, the term “Owner”, for purposes of this Section and Section 5.01 hereof, shall be deemed to include, without limitation, any shareholder, director, officer, partner in, or trustee of any entity or person which is, either alone or in conjunction with any other person or persons, an Owner. Any individual who would not be eligible to serve as a member of the Board of Directors were he not a shareholder, director, officer, partner in, or trustee of such an entity or person, shall be deemed to have disqualified himself from continuing as a Director if he ceases to have any such affiliation with that entity or person.

4.02 Powers and Duties. The Board of Directors shall have the powers and duties necessary to administer the affairs of the Association, including, but not necessarily limited to, those powers and duties specifically assigned to the Board of Directors in the Declaration, the Articles of Incorporation, and these Bylaws. Consistent therewith, the Board of Directors shall have the power to adopt rules and regulations which it deems necessary for the administration of the affairs of the Association and to impose sanctions for violations of the Declaration, the Bylaws, and the published rules and regulations of the Association, subject to the provisions of the Declaration regarding the right to notice and a hearing.

4.03 Other Duties. The Board of Directors shall exercise such duties and responsibilities as shall be incumbent upon it by law and the Declaration, together with such other duties and responsibilities as it may deem necessary or appropriate in the exercise of its powers. In additions to other duties which the Board of Directors may have, it shall be responsible for the following matters:

- (a) Maintenance, repair, renovation, restoration, replacement, care, and upkeep of the Common Areas and other portions of the Development maintained by the Association;
- (b) Collection of assessments levied by the Association;
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the Common Areas and other portions of the Development which are the responsibility of the Association; and
- (d) Subject to the provisions of the Declaration, the promulgation of rules and regulations governing the use and enjoyment of the Common Areas.

4.04 Management. Subject to the provisions of the Declaration, the Board of Directors may employ for the Association a management agent under such terms, compensations, and duties as the Board may, in its sole discretion, authorize.

4.05 Election of Directors and Term of Office. The Directors serving on the effective date of these Bylaws shall remain in office until the terms for which they were elected expire. Except in the case of death, resignation, disqualification, or removal, each Director elected by the members shall serve until the annual meeting at which his term expires and until his successor has been duly chosen and qualified.

4.06 Procedure for Election. At the annual meeting, the members shall elect, in accordance with the procedures hereinafter set forth in this Section, Directors to succeed to the office of all Directors whose terms have expired at the time of such meeting. Such Directors so elected shall each serve for a term of three (3) years. Persons may be nominated for election to the Board of Directors by

a nominating committee appointed by the incumbent Board of Directors prior to the annual meeting and by nominations made from the floor at the meeting for such election. Election to the Board of Directors shall be by secret written ballot, unless dispensed by unanimous consent, and at such election members or their proxies may cast, with respect to each vacancy, the votes of their respective Lots as provided in the declaration. Cumulative voting shall not apply.

4.07 Removal or Resignation. Any one or more of the Directors may be removed with or without cause by a majority vote of the total authorized vote of the Owners in the Development which is taken at any regular or special meeting of the Association, and a successor shall be elected by the Owners at such meeting in order to fill the unexpired portion of such Director's term. Any Director whose removal has been proposed by any Owner or Owners shall be given an opportunity to be heard at such meeting. Any Director may resign at any time by giving written notice to the members of the Board of Directors. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The sale of a Lot by a Director or any other termination of his interest in a Lot shall automatically terminate his directorship. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Owners shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall serve until a successor is elected and qualified at the next annual meeting of the Owners.

4.08 Fees and Compensation. No fee or compensation shall be paid by the Association to Directors for their services as Directors unless such fee or compensation is first fixed by a resolution adopted by a majority vote of the total vote of the Owners.

4.09 Organizational Meeting. The first and organizational meeting of each Board of Directors may be held without notice, other than this bylaw, immediately after, and at the same place as, the meeting of the Owners at which such Board of Directors or certain members of the Board of Directors have been elected. In any event to be held as soon as practicable.

4.10 Regular Meetings. The Board of Directors may provide, by resolution, the time and place for the holding of regular meetings, in addition to the organizational meeting, and such regular meetings shall be held without notice other than such resolution.

4.11 Special Meetings. Special meetings of the Board of Directors may be called by the President on at least three (3) days notice to each Director, given personally or by mail, telephone, or telegraph, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board of Directors may also be called by the Secretary of the Association in like manner and on like notice on the written request of at least a majority of the Directors.

4.12 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be deemed to be a waiver of notice of such meeting and waiver of any and all objections to the place or time of the meeting or the manner in which it has been called or convened, except when a Director states, at the beginning of the meeting, any such objection or objections.

4.13 Entry of Notice. Whenever any director has been absent from any special meeting of the

Board of Directors, an entry in the minutes to the effect that notice has been duly given shall be prima facie evidence that due notice of such special meeting was given such Director, as required by law and the Bylaws of the association.

4.14 Board of Directors Quorum. At all meetings of the Board of Directors, a majority of the Directors then in office shall constitute a quorum for the transaction of business.

4.15 Conduct of Meetings. The President, or the Vice President in the absence of the President, shall preside over all meetings of the Board of Directors and the Secretary shall keep the minutes of such meetings and shall record in a minute book all resolutions adopted at such meetings, as well as all transactions and proceedings occurring at such meetings.

4.16 Action Taken by Directors. Except as otherwise provided in the Declaration and these Bylaws or by law, every act or decision by a majority of the Directors present in person or by proxy at a duly-held meeting at which a quorum is present shall be regarded as the act of the Board. In the event of any tie vote, the President or the Vice President in the absence of the President, shall cast a separate vote to break the tie.

4.17 Action Without Formal Meeting. Any Board action required or permitted to be taken at any meeting may be taken without a meeting if a Majority of the directors consent in writing to such action. The written consents must describe the action taken and be signed by no fewer than a Majority of the directors. The written consents shall be filed with the minutes of the Board.

4.18 Special Committees. The Board of Directors shall have the power and authority to create special committees, including but not necessarily limited to, an Architectural Standards Committee, a Recreation Committee, a Maintenance Committee, and an Insurance Committee, and a Budget Committee. Any such committee shall advise the Board of Directors on matters pertaining to the purpose for which any such special committee shall have been created and shall have and exercise such powers as may be provided by resolution of the Board of Directors. Each such committee shall be comprised of one or more Board of Directors and shall act by a majority of its members unless otherwise ordered by the Board of Directors. The members, including the chairman, of any such special committee shall be appointed by and shall serve at the pleasure of the Board of Directors. A majority of the members of any such committee shall constitute a quorum.

4.19 Executive Committee. In furtherance and not in limitation of the powers conferred by law, the Board of Directors may establish an Executive Committee consisting of three (3) Directors. The Executive Committee shall be constituted and appointed by the Board of Directors from their number and shall meet when deemed necessary. The Executive Committee shall have authority to exercise all the powers of the Board of Directors at any time and when the Board of Directors is not in session, so long as such powers are lawfully delegated and are not inconsistent with these Bylaws and the Declaration. The Executive Committee shall elect a chairman, and a majority of the members of the Executive Committee shall constitute a quorum. The act of a majority of the members present at a meeting at which a quorum is present shall be the act of the Executive Committee, and notice of meetings of the Executive Committee shall be the same as required for a special meeting of the Board of Directors as outlined above in this Article. The Board of Directors may designate one or more Directors as alternate members of the Executive Committee, and such alternate member may act in the place and stead of any absent member or members at any meeting of the Executive Committee. The designation of an Executive Committee shall not operate to relieve the Board of Directors, or any

member thereof, of any responsibility imposed by law.

ARTICLE V

OFFICERS

5.01 Enumeration of Officers. The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, who shall be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create. Any two or more offices may be held by the same person, excepting the offices of President and Vice President and President and Secretary. Each officer must be an "Owner" as defined in Section 4.01 of the Bylaws.

5.02 Election. The Board of Directors shall elect the officers of the Association at each organizational meeting thereof. The Board of Directors at any time and from time to time may appoint such other officers as it shall deem necessary, including one or more Assistant Secretaries or Assistant Treasurers, who shall hold their offices for such terms as shall be determined by the Board of Directors and shall exercise such powers and perform such duties as are specified by these Bylaws or as shall be determined from time to time by the Board of Directors.

5.03 Compensation. No fee or compensation shall be paid by the Association to any officer for his services as an officer unless such fee or compensation is first fixed by a resolution adopted by a majority vote of total vote of the Owners.

5.04 Term. Each officer of this Association shall be elected at the time of each organizational meeting of the Board of Directors, and each shall hold office until the next organizational meeting of the Board and until his successor is duly elected and qualified, or until his earlier resignation, death, removal, or other disqualification. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby,. The sales of his Lot by an officer or a termination of his interest in a Lot shall automatically terminate his term as an officer.

5.05 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

5.06 President. The President shall be a Director and the chief executive officer of the Association and, subject to the control of the Board of Directors, shall in general manage, supervise, and control all of the business and affairs of the Association and perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. He shall, when present, preside at all membership meetings. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any contracts, deeds, notes, mortgages, bonds, policies of insurance, checks, or other instruments which the Board of Directors has authorized to be executed, except in cases where signing or execution thereof shall be expressly delegated by the Declaration or these bylaws or by the Board of Directors to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed.

5.07 Vice Presidents. In the absence of the President, or in the event of his death or inability or refusal to act, the Vice President (or in the event there is more than one Vice President, the Vice Presidents in the order designated at the time of their election, or in the absence of any designation, in

the order of election) shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President may perform such duties as are set forth in these bylaws or as shall from time to time be assigned to him by the Board of Directors.

5.08 Secretary. The Secretary shall: (a) attend and keep the minutes of meetings of the members, of the Board of Directors and of any committees having any of the authority of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the Declaration or the provisions of these bylaws or as required by law; (c) be custodian of the Association records; and, (d) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Board of Directors.

5.09 Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Association, receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies, or other depositories as shall be from time to time selected by the Board of Directors; (b) authorize vouchers and sign checks for monies due and payable by the Association; (c) promptly render to the President and to the Board of Directors an account of the financial condition of the Association whenever requested; and (d) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Board of Directors.

5.10 Assistant Secretaries and Assistant Treasurers. The Assistant Secretaries and Treasurers, in general, shall perform such duties as shall be assigned by the Secretary or Treasurer, respectively, or by the Board of Directors.

ARTICLE VI

FISCAL MATTERS AND BOOKS AND RECORDS

6.01 Fidelity Bonds. The Board of Directors may require that any contractor or employee of the Association handling or responsible for Association funds shall furnish an adequate fidelity bond. The premium for any such bond shall be paid by the Association as a common expense.

6.02 Books and Records. To the extent provided in O.C.G.A. Section 14-3-1602, all Association members and any institutional holder of a first Mortgage shall be entitled to inspect Association records at a reasonable time and location specified by the Association, upon written request at least five (5) business days before the date on which the member wishes to inspect and copy. The Association may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the member. Notwithstanding anything to the contrary, the Board may limit or preclude member inspection of confidential or privileged documents, including attorney/client privileged communications, executive session meeting minutes, and financial records or accounts of other members. Minutes for any Board or Association meetings do not become effective and an official Association record until approved by the Board or Association membership, as applicable, at a subsequent meeting.

6.03 Contracts. The Board of Directors may authorize any officer or officers, or agent or agents, of these Bylaws, to enter into any contract or execute and deliver any instrument in the name of, or on behalf of, the Association, and such authority may be general or confined to specific

instances.

6.04 Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, or agent or agents, of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer and countersigned by the President or Vice President of the Association.

6.05 Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may elect.

6.06 Gifts. The Board of Directors may accept, on behalf of the Association, any contribution, gift, bequest, or devise for the general purposes, or for any special purpose, of the Association.

6.07 Fiscal Year. The fiscal year of the Association shall be the calendar year.

ARTICLE VII

MISCELLANEOUS

7.01 Parliamentary Rules. Unless waived by a majority vote of the Owners in attendance in person or by proxy at any duly called membership meeting, or unless waived by a majority of the Directors present at any duly called meeting of the Board of Directors, Robert's Rules of Order (latest edition) shall govern the conduct of the proceedings of such meeting when not in conflict with Georgia law, the Declaration, or these Bylaws.

7.02 Conflicts. If there are conflicts or inconsistencies between the provisions of Georgia law or the Declaration and these Bylaws, the provisions of Georgia law and the Declaration, in that order, shall prevail.

7.03 Definitions. Unless the context shall otherwise require, words or phrases used herein which are defined in the Declaration shall have the same meaning as therein set forth.

7.04 Amendment. the Articles of Incorporation and these Bylaws may be amended, at a regular or special meeting of the members duly called and held for such purpose, pursuant to a resolution of the Board of Directors adopting a proposed amendment. Such resolution must be approved by the Owners to which at least two-thirds (2/3) of the votes which the Owners present at such meeting in person or by proxy are entitled to cast. Notwithstanding the foregoing, any amendment to these Bylaws which would alter, modify, or rescind any right or privilege herein expressly granted to the holder of any Mortgage affecting any Lot shall require the prior written approval of such holder.

7.05 Agreements. Subject to the provisions of the Declaration and the Bylaws, all agreements and determinations lawfully authorized by the Board of Directors of the Association shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, or others having an interest in the Development, and in performing its responsibilities hereunder, the Association, through the Board of Directors, shall have the authority to delegate to such persons of its choice such duties of the

Association as may be determined by the Board of Directors.

7.06 Severability. Invalidation of any covenant, condition, restriction, provision, sentence, clause, phrase, or word of these Bylaws, or the application thereof in any circumstances, shall not affect the validity of the remaining portions thereof and of the application thereof, and such remaining portions shall remain in full force and effect.

7.07 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 individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

7.08 Headings and Captions. The article and section headings and captions herein are for convenience and reference only and in no way define or limit the scope and content of these Bylaws or in any way affect the provisions hereof.

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

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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.

(b) **Leasing Status.** No Owner of a Lot in Restricted Leasing Status may lease his or her Lot if five (5%) percent or more of the Lots in the Property are in Open Leasing Status, except as provided in subparagraph (c) below for cases of undue hardship. Any Owner of a Lot in Restricted Leasing Status may apply in writing to the Board of Directors for conversion to Open Leasing Status in accordance with rules and regulations promulgated by the Board of Directors. Upon receipt of such written application, the Lot shall be placed at the end of a waiting list for conversion to Open Leasing Status. At such times as less than five (5%) percent of the Lots are in Open Leasing Status, the Board shall notify the Owner of the Lot at the top of the waiting list of its conversion to Open Leasing Status, and such Owner shall have ninety (90) days within which to lease the Lot or it shall automatically revert to Restricted Leasing Status. Any Lot in Open Leasing Status shall automatically be converted to Restricted Leasing Status if the Lot is not subject to an approved lease for ninety (90) or more consecutive days.

(c) **Undue Hardship.** Notwithstanding the provisions of subparagraph (b) above, the Board of Directors shall be empowered to allow reasonable leasing of a Lot upon application in accordance with this Paragraph to avoid undue hardship, including, but not limited to, (1) where a Lot Owner must relocate his or her residence outside the Atlanta metropolitan area for employment purposes and cannot, within six (6) months from the date that the Lot was placed on the market, sell the Lot for a price no greater than the current appraised market value, after having made reasonable efforts to do so; (2) where the Owner dies and the Lot is being administered by his or her estate; and (3) where the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Lot, in which case the Lot Owner must reapply every year for renewal of the hardship exception. Those Owners who have complied with this subparagraph (c), have demonstrated that the inability to lease their Lot would result in undue hardship, and have obtained the requisite written approval of the Board may lease their Lots for such duration as the Board reasonably determines is necessary to prevent undue hardship.

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

The Board shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Declaration and Bylaws, in order to enforce the provisions of this subparagraph. Any transaction which does not comply with this Paragraph shall be voidable at the option of the Board of Directors.

(d) **General Leasing Provisions.** Such leasing as is permitted by this Paragraph shall be governed by the following provisions:

(1) All leases shall be in writing in a form approved by the Board prior to the effective date of the lease. Attached hereto as Exhibit "A" is a form which is deemed acceptable.

(2) All leases must be for an initial term of at least six (6) months, except with written Board approval.

In the event the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the Lot and the Owner thereof, such being deemed hereby as an expense which benefits the leased Lot and the Owner thereof.

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

(3) *Liability for Assessments.* Lessee agrees to be personally obligated for the payment of all annual and special assessments and all other charges against the Owner which become due during the term of the lease and any other period of occupancy by the lessee or which become due as a consequence of lessee's activities, including, but not limited to, activities which violate provisions of the Declaration, the Bylaws, or the rules and regulations adopted pursuant thereto. 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.

When a Lot Owner who is leasing his or her Lot fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Lot Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board of Directors, lessee shall pay to the Association all unpaid annual and special assessments and other charges, as lawfully determined and made payable during the term of the lease and any other period of occupancy by lessee; provided, however, lessee need not make such payments to the Association in excess of, or prior to the due dates for monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all late charges, fines, interest, and costs of collection, including, but not limited to, reasonable attorney's fees actually incurred, to the same extent lessee would be required to make such payments to the Association if lessee were the Owner of the premises during the term of the agreement and any other period of occupancy by lessee.

(4) *Maximum Number of Occupants.* The maximum number of occupants of the leased property shall be no more than two (2) people per bedroom. "Occupancy," for purposes hereof, shall be defined as staying overnight at the leased property for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year. Upon written application, the Lessor and the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

(g) *Applicability of this Section 9.13.* Leases existing on the date which this Amendment is recorded in the Fulton County, Georgia records shall not be subject to the terms of this Paragraph; such leases may continue in accordance with the terms of the Declaration as it existed prior to the recording date of this Amendment. However, any assignment, extension, renewal, or modification of any lease agreement, including, but not limited to, changes in the terms or duration of occupancy, shall be considered a termination of the old lease and commencement of a new lease which must comply with this Paragraph. Any Owner of a Lot which is leased on the effective date of this Declaration shall place on file with the Board of

3.

11.01 Amendments by the Association. Except where a higher vote is required for action under any other provisions of this Declaration, in which case such higher vote shall be necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding sixty-six and two-thirds (66-2/3%) percent of the total eligible vote thereof.

In addition to the above, material amendments to this Declaration must be approved by Eligible Mortgage Holders who represent at least fifty-one (51%) percent of the votes of Lots that are subject to Mortgages held by Eligible Mortgage Holders. Notwithstanding the above, the approval of any proposed amendment by an Eligible Mortgage Holder shall be deemed implied and consented to if the Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within thirty (30) days after the Eligible Mortgage Holder receives notice of the proposed amendment sent by certified or registered mail, return receipt requested.

IN WITNESS WHEREOF, the undersigned officers of North Farm Homeowners Association, Inc. hereby certify that the above amendment to the Declaration was duly adopted by the required majority of the Association members.

Page 6 of 7

This 1st day of October, 2002.

NORTH FARM
HOMEOWNERS ASSOCIATION, INC.

By: Howard E. Tapp
President

Attest: H. F. Lively
Secretary

Sworn to and subscribed to
before me this 1st day of
OCTOBER, 2002: 2002

[Signature]
Witness

[Signature]
Notary

[NOTARY SEAL]

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Notary Public
Cherokee County, Georgia
My Commission Expires
October 18, 2003



Page 1 of 5

term. In the event of any permitted assignment or sublease of this Lease by Lessee, the deposit shall be deemed to be held by Lessor as a deposit made by Lessee's assignee or sublessee, and Lessor shall have no further liability to return such deposit to the assignor or sublessor.

The foregoing notwithstanding, if Lessor is not a natural person, has used a rental agent, or leases more than ten (10) rental units:

(i) The security deposit shall be deposited in Escrow Account No. _____, at _____ [bank]; and

(ii) Prior to the acceptance of a security deposit, Lessor shall present Lessee with a list signed by Lessor of all damage, if any, to the Premises, and Lessee, after having been given an opportunity to inspect the Premises to ascertain the accuracy of the list, shall either verify the list by signing it or shall notify Lessor in writing of any items on the list to which Lessee dissents.

6. ASSOCIATION IS THIRD-PARTY BENEFICIARY. Lessee and Lessor acknowledge that North Farm Homeowners' Association, Inc. (hereinafter the "Association"), is a third-party beneficiary of the promises made in this Lease Agreement.

7. COMPLIANCE AND ENFORCEMENT BY ASSOCIATION. Lessee shall comply strictly with the Amended and Restated Declaration of Covenants, Conditions and Restrictions for North Farm (hereinafter the "Declaration"), the Bylaws of North Farm Homeowners' Association, Inc. (hereinafter the "Bylaws"), and the administrative rules and regulations adopted pursuant thereto, as any of the foregoing may be lawfully amended from time to time. Lessee shall control the conduct of his or her family and guests in order to assure compliance with the foregoing and shall indemnify and hold Lessor and the Association harmless for any such person's failure to comply. Lessee acknowledges that the violation by Lessee, or any occupant or person living with Lessee, of any provision of the Declaration, Bylaws, or the rules and regulations adopted thereunder, shall constitute a default under this Lease.

In order to enforce the provisions of this Lease, the Association may bring an action against the Lessor or Lessee for damages or injunctive relief or may impose any other sanction authorized by the Declaration or Bylaws or available at law or in equity including, without limitation, all remedies available to a landlord upon breach or default of a lease (including eviction). Failure by the Association to enforce any of its rights shall not be deemed a waiver of the right to do so thereafter.

Lessor hereby delegates and assigns to the Association, acting through the Board, the power and authority to evict Lessee on behalf of and for the benefit of Lessor, in accordance with the terms hereof. In the event the Association proceeds to evict Lessee, any cost associated with the eviction, including attorney's fees and court costs, shall be specially assessed against the Premises and shall be a personal obligation of Lessor, such being deemed hereby as an expense which benefits the leased Premises and Lessor.

Lessee and Lessor hereby represent that Lessee has been given a copy of the Declaration, Bylaws, and rules and regulations of North Farm Homeowners' Association, Inc., that Lessee has read them, and that Lessee is bound by them.

If Lessee or a person living with Lessee violates the Declaration, Bylaws or a rule or regulation for which a fine is imposed, such fine may be assessed against Lessee; provided, however, if the fine is not paid by Lessee within the time period set by the Board of Directors of the Association, Lessor shall pay the fine upon notice from the Association of Lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Premises.

8. PAYMENT OF ASSESSMENTS. Upon request by the Association, Lessee shall pay to the Association all unpaid annual assessments and special assessments, as lawfully determined and made payable during and prior to the term of the Lease and any other period of occupancy by Lessee; provided, however, Lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Association's request. All such payments made under this Paragraph shall reduce, by the same amount, Lessee's obligation to make monthly rental payments to Lessor. If Lessee fails to comply with the Association's request to pay assessments, Lessee shall pay to the Association all late or delinquent charges, interest, and costs of collection including, but not limited to, reasonable attorney's fees actually incurred, to the same extent Lessee would be required to make such payments to the Association if Lessee were the owner of the Premises during the term of this Lease and any other period of occupancy by Lessee.

9. POSSESSION. Lessor shall not be liable for damages to Lessee for failure to deliver possession of the Premises to Lessee at the commencement of the term if such failure is due to no fault of the Lessor. Lessor shall use his or her best efforts to give possession of the Premises to the Lessee at the beginning of Lessee's term.

10. MAINTENANCE AND INDEMNIFICATION. Lessee accepts the Premises in the condition in which they are now and as suited for the use intended by Lessee. Lessor shall not be required to make any repairs or improvements on the Premises, except that on written notice from the Lessee of any defect rendering the Premises unsafe or untenantable, Lessor shall remedy such defective condition. Lessee shall comply with all notices and other requirements, including the Declaration, Bylaws and rules and regulations of the Association concerning maintenance and repair. Lessee shall be liable for and shall indemnify and hold Lessor harmless from any damage or injury to the person or property of Lessee or any other person if such damage or injury be due to the act or neglect of the Lessee or any other person in his or her control or employ, or if such damage or injury be due to any failure of Lessee to report in writing to Lessor any defective condition which Lessor would be required to repair under the terms hereof on notice from Lessee. Lessee releases Lessor from liability for and agrees to indemnify Lessor against all losses incurred by Lessor as a result of (a) Lessee's failure to fulfill any condition of this Agreement; (b) any damage or injury happening in or about the Premises to Lessee's invitees or licensees or such person's property; (c) Lessee's failure to comply with any requirements imposed by any governmental authority and as provided in Paragraph 7 hereof; and (d) any judgment, lien, or other encumbrance filed against the Premises as a result of Lessee's action. All personal property located or stored in the Premises or on Common Property of North Farm shall be kept and stored at Lessee's sole risk, and Lessee shall indemnify and hold harmless Lessor and the Association from and against any loss or damage to such property arising out of any cause whatsoever. Lessor and the Association shall not be liable, except in the case of Lessor's direct negligence or willful misconduct, for any injury, damage, or loss resulting from any accident or occurrence in or upon the Premises or the Common Property and facilities sustained by Lessee or by any person claiming through Lessee.

11. USE AND OCCUPANCY. The Premises will be used solely for the purpose of Lessee's residence. Lessee shall not use or allow the Premises to be used for any disorderly or unlawful purposes or in any manner offensive to others, and Lessee shall comply with all applicable laws, ordinances, covenants and rules and regulations. Lessee shall not paint, redecorate, remodel or make any structural changes to the Premises, nor shall Lessee remove or replace any fixtures on or from the Premises. Lessee shall not damage, destroy or commit waste on the Premises, nor permit any other person to damage, destroy or commit waste on the Premises.

Lessor transfers and assigns to Lessee for the term of this Lease any and all rights and privileges that Lessor has to use the Common Property of North Farm including the recreational facilities and other amenities.

The maximum number of occupants of the Premises shall be no more than two (2) people per bedroom. "Occupancy," for purposes hereof, shall be defined as staying overnight at the leased property for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year. Upon written application, the Lessor and the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

12. UTILITIES. All utility bills for services separately metered or billed to the Premises during the lease term shall be paid by _____ [lessee or lessor].

13. PETS OR ANIMALS. Lessee shall keep only those pets or animals that comply with the Declaration and the rules and regulations adopted by the Board of Directors, and then only with prior approval from Lessor.

14. ASSIGNMENT AND SUBLEASING. Lessee shall not assign this Lease or sublet the Premises or any part thereof without the written permission of Lessor and the Board of Directors of the Association, pursuant to its duly adopted rules and regulations.

15. CASUALTY. If the Premises are rendered untenantable by fire, storm, earthquake or other casualty, this Lease shall terminate as of the date of such destruction or damage, and rental shall be accounted for as of that date.

16. ACCESS. Lessor, his or her agents, and the agents of the Association shall have the right of access to the Premises, upon notice to Lessee, between the hours of 8:00 a.m. and 8:00 p.m., to inspect, maintain, and improve the Premises, and for the purpose of showing the Premises to prospective tenants during the last month of the lease term. In case of emergency, such parties may enter at any time to prevent property damage or personal injury.

27. SUCCESSORS. This Lease shall inure to the benefit of and shall bind the heirs, successors, personal representatives, and assigns of all parties to this Lease.

[OPTIONAL]

28. TERMINATION OF LEASE UPON SALE OF LOT. If at any time during the term of this Lease, Lessor contracts for the sale of the Lot, the Lessor shall send Lessee written notice of such proposed sale stating the date on which Lessee must vacate the Lot, which date shall not be later than _____ (the date the lease terminates). Lessee shall have at least thirty (30) days from the date of the notice to vacate the Lot; provided, however, that Lessee shall vacate the Lot on or before _____ (the date the lease terminates) if notice of sale is sent less than thirty days prior to the date this Lease Agreement terminates. If Lessee is required to vacate the Lot pursuant to this Paragraph, this Lease shall terminate upon the date which Lessee is required to vacate the Lot as stated in the notice of sale.

29. SPECIAL STIPULATIONS.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

LESSOR: _____
(Signature)

Name: _____
(Please Print)

LESSEE: _____
(Signature)

Name: _____
(Please Print)

Rules and Regulations
North Farm Homeowners Association, Inc.
Effective December 1, 2015
Revised 9/24/18

With the goal to preserve the appearance of the North Farm Community and protect your property value, please abide by these Rules and Regulations. The Rules and Regulations are a supplement to, and are to be used in conjunction with the Covenants. In the event you have a question regarding the use of or need to submit a MRF (Modification Request Form) form please contact our Property Management Company, Homeside Properties, Inc, Architectural Control Committee at 678-297-9566 or by email at acc@homesideproperties.com.

Article IX, Sections 9.04 and 9.05 of the Covenants require that any addition to, change or alteration done on the outside of your home (that includes all four sides and the roof) and yard, must be reviewed and approved in writing by the Architectural Standards Committee (ASC), or in some cases the Board, before work may commence.

Article X of the Covenants gives the Association's Board of Directors the power to adopt and enforce reasonable rules concerning the use of individual lots and the common areas. To that extent, the Board has adopted this set of Rules and Regulations. In general, projects conforming to these Rules and Regulations will be approved within 30 days or less. Projects violating these Rules and Regulations will not be approved.

All exterior projects, minus the exceptions noted in this document, must **be submitted, in written form using a NFHOA MRF, to Homeside Properties, Inc. Homeside will forward the document electronically to the ASC for review and decision.** Please note: that NFHOA does not check or enforce County or City Code. Those items are highlighted in this document for your information and use.

The Board believes that the best approach is for your projects to be covered by an ASC approved MRF. Having an approved MRF will help ensure that you do not receive a fine nor have an issue between you, the ASC and/or the NFHOA Board.

PLEASE NOTE THAT MAKING ADDITION, CHANGE, OR ALTERATION TO THE EXTERIOR OF YOUR PROPERTY WITHOUT AN APPROVED MRF IS A VIOLATION OF THE COVENANTS AND WILL RESULT IN AN AUTOMATIC \$200.00 FINE FOR EACH OFFENSE.

IF it is determined that any activity was completed without an approved MRF and is not compliant with the Covenants or Rules and Regulations, you will have a 30-day period from the date of notification of non-compliance to become compliant. After the initial 30-day period, a fine of \$25.00 per day will be levied for the unauthorized modification until such noncompliance items are corrected.

All additions, changes or alterations must conform to the harmony of external design, location and appearance in relation to surrounding North Farm structures and topography. The approved NFHOA exterior color chart is available on the NFHOA website (<https://www.northfarmhoa.org>) or from Homeside Properties, Inc.

The adopted Rules and Regulations Standards are as follows:

Air Conditioning - Window or wall air conditioning units are not allowed.

** MRF REQUIRED

++ CITY APPROVAL/PERMIT REQUIRED

*** Alpharetta Approved Tree Permit must be included with MRF

12/11/15

Revised 9/24/18 & Update 7/2019

Animals - No animal shelters are allowed. All animals being walked must be on a leash with their waste immediately and properly disposed of per Alpharetta and Fulton County code.

Awning and Canopies ** - Canopies for use over doors and windows and awnings over decks or patios will be reviewed on a case-by- case basis.

Basketball Goals - Permanent basketball goals of any kind are not allowed. Freestanding basketball goals are permitted. No playing basketball after 9:00 p.m.

Clothes Drying - Clotheslines or outside clothes drying are not allowed.

Decks/Porches **++ - Existing decks may be repaired or replaced with comparable style and materials. Additions to decks must be constructed with the materials and style of the existing decks and must meet County and City codes.

Driveways/Walkways **++ - Existing concrete driveways or walkways may be replaced or repaired with the same material and finish, and must meet County and City codes. Top coating or staining, including re-staining of existing or new driveways or walkways is NOT allowed.

Emergency Definition & Process ** - Any item that could cause harm to your home, neighbors home, or individuals. Examples: Dead tree, falling or dropping limbs, garage door fallen off the track, storm related damage. Emergency status does not include normal maintenance items that can be managed with advanced planning. For Emergency support, please contact Homeside Properties Inc. Architectural Control Committee at 678-297-9566. Also see **Trees**.

Fences **++ - Chain link fencing is NOT allowed. Fencing may not be more than six feet in height, and no part of a fence may extend beyond a lot's front building line. Wood is the preferred material for fencing. Wood-like material or other appropriate material such as aluminum or vinyl may be approved by the ASC on a case-by-case basis. Fencing may be natural or semi-transparent colored wood or painted white, or black for aluminum. All colors or stains other than natural wood or white/black paint must be specifically approved on a case-by-case basis. A color chip must be submitted with your MRF. Per City Code all pools, spas and hot tubs must have a fence securing the pool, spa and hot tub from uncontrolled access.

Garden Supplies - No garden supplies, garden materials or building materials may be visible from the street or from your neighbors' homes.

Garage/Shed/Greenhouse/Playhouse - Standalone garage, shed, greenhouse or playhouse structures are not allowed.

Garage Doors ** - May be replaced with doors made of wood, metal, vinyl, or a composite material. The door may have one section of windows or no windows. The garage door design may be the standard four-section door with or without carriage type design and trim. The carriage trim pieces must be black in color and the door surface must match the trim color of the house.

Home Repair - Home repair items do NOT require a MRF. Home repair items include the replacement of gutters (must be the same style and size as being replaced), replacement or patching of wood rot on fascia, door and window trim, replacement mailbox post (must be wood or plastic that looks like wood and match the original design), replacement mailbox must be black and similar to original design), replacement or repair of damaged fence boards, replacement of broken or fogged window glass, trimming of shrubs, and

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12/11/15

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trees (does not include tree removal), when in doubt contact Homeside Properties, Inc. - Community Architectural Control Committee at 678-297-9566 or by email at acc@homesideproperties.com

House Trim/Garage Doors ** - Painting house trim and garage door surfaces with a currently approved color does **not** require a MRF. Approved colors for house trim, garage doors and siding are White (PM-4), Cream (2159-60), Platinum Gray (PM-7), Taupe (2110-10), or Wilmington Tan (HC-34). **For non-approved colors you must submit a color chip with a MRF for approval.**

Landscaping - Lawns must be maintained. This includes regular mowing, edging, trimming of shrubbery, weed control, and the application of mulch.

- **Landscaping redesign**++ is defined as: decorate, change, improve, replace (trees and/or shrubbery), add to or otherwise alter the appearance and does require a MRF.**
- Replacing a shrub, like for like, does **not** require a MRF.
- Replacement mulch (bark and/or pine straw) and/or flowering/non flowering plants (similar type) for existing landscape areas does **not** require a MRF.
- Pruning or trimming of shrubs, and bushes does not require a MRF.
- Yard Art ** (defined as any object visible from the street, including on your porch or driveway) is limited to no more than seven (7) items or pieces and is subject to approval. Items exempt from the Yard Art definition include US flags on mailboxes and homes, and door wreaths. Reasonable Holiday displays are exempt for a period not to exceed 45 days.

Mailboxes - Mailbox must be painted black and mailbox posts must be white and be the same style and height of mailbox posts originally installed by the original builder. Magnetic vinyl covers depicting Holiday themes may be used for a period not to exceed 45 days.

Patios/Fire Pits/Fireplaces/ Outdoor Kitchen/Wall/Room Addition **++ - This includes all outdoor items and does require a MRF.

- Existing patios may be repaired or replaced with comparable style and materials.
- Additions or modification to patios must be constructed with the materials and style of the existing patio.
- Fire pits, fireplaces, outdoor kitchens design and installation also require approval.

Pavilion, Arbor, Gazebo **++ - Must be constructed of wood and not be viewable from the street.

Roofs **++ - Must be replaced with Architectural three-dimensional shingles and ASC approved color.

Use of Lots - Lots must be used for residential purposes only. A home office is not considered a business. Business use is not permitted (see Covenants/By-Laws).

Shutters/Exterior Doors ** - Painting shutters and exterior doors with a currently approved color does **not** require a MRF. Shutters and exterior doors must be an approved NFHOA color or stain for natural wood doors. A color chip must be submitted with the MRF** if the color desired is other than an NFHOA approved color, which are: Black (PM-9), Essex Green (PM-7), Classic Burgundy (PM-17), Tudor Brown (PM-24), Hamilton Blue (PM_6), Platinum Gray (PM-7) (all are Benjamin Moore paints) and Sagey Green (Behr paint.) and White (PM-4). **All other colors require a MRF and may be approved by the ASC on a case-by-case basis.**

Signs - All signs must be in good condition, and may not be mounted on trees, traffic signs, medians, or

** MRF REQUIRED

++ CITY APPROVAL/PERMIT REQUIRED

*** Alpharetta Approved Tree Permit must be included with MRF

other existing structures.

- One “Security” sign (not to exceed 110 square inches) is allowed in a residential yard.
- One “For Sale” or “For Rent” sign (not to exceed 30” x 30”), professionally lettered may be placed in the residential yard, along with an information sign (not to exceed 15” x 10”).)
- Temporary political campaign signs may be placed in the residential yard no more than twenty one (21) days before the election, and they must be removed the day after the election.
- Temporary signs such as birth announcements, graduation announcements and birthdays may be displayed in the residential yard for a maximum of seven (7) consecutive days. A lot owner may post only one temporary sign per 30-day period in the residential yard.
- Professionally lettered Garage/Yard Sale and Open House signs are permitted at the community entrances beginning at **midnight on Thursdays and extending through midnight on the following Sunday**. (The Alpharetta Code provides that signs must be ten (10) feet back from the curb and out of the street right-of-way. Signs may not be placed in medians, and signs may not have balloons.)
- One “Garage/Yard Sale” and/or “Open House” sign may be placed in the residential yard for 3 days prior to the event and must be removed no later than the day after the event.
- **Contractor/Vendor signs are prohibited at any time.**

Sound Devices - No exterior sound devices such as speakers, horns, bells or whistles are allowed with the exception of Security devices, which are allowed.

Street Lighting - Streetlights are maintained by the utility company, and not by NFHOA. Homeowners are to call Cobb EMC at 770-429-2100 if the streetlight on their property has burned out. Please provide the nearest address to the streetlight and, if possible, the pole number.

Swimming Pools, SPAs and Hot Tubs **++ - No above ground pools are permitted. In ground pools, spas, or hot tub must not be visible from the street. Backyards with in ground swimming pools, spas or hot tubs must be totally fenced with a secured gate. All County and City codes must be met.

Tennis Courts **++ - Private tennis courts must not be visible from the street. No lighting is allowed. Backyard must be totally fenced.

Toys, Playground and Recreational Equipment ** - All playground equipment (i.e. Trampoline, swing & play sets) must be kept in good repair at all times. These items require a MRF and must not be visible from the street.

Trash/Recycle Debris - No trash containers recycle bins, or lawn debris may be stored where they are visible from the street or adjoining neighbors. Trash and recycle containers may be placed at the curb the evening before scheduled pickup day. Empty trash containers must be removed from the curb on trash day. Lawn and leaf bags/yard debris may not be placed at the curb prior to the evening before scheduled pickup day.

Trees **++ - No tree, alive or dead# (#see Emergency Definition and Process above), may be removed without a MRF and City Permit ***. Indicate the type of replacement tree on your MRF. NFHOA ASC approval will be granted if the tree is diseased, dead or unsafe.

- Corner lot homeowners must maintain safe sight distance for traffic, and all homeowners must maintain trees to allow streetlights to be efficient.
- Shrubbery is not permitted within 3 feet of a fire hydrant per City Ordinance.

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12/11/15

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Revised 9/24/18 & Update 7/2019

*** Alpharetta Approved Tree Permit must be included with MRF

- Trees overhanging the street should be trimmed to provide adequate clearance for vehicles.
- Tree pruning or trimming does not require a MRF (does not include tree removal).

Vegetable Garden - Must be in the back yard only and must not be visible from the street.

Vehicles Motor Vehicles, Trailers, Boats, Etc.

1. 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 watercraft, 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. Recreational vehicles, when loading/unloading, may be parked in the driveway for one overnight.
2. 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.
3. 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.
4. Temporary parking (a maximum of two weeks) of the above prohibited and/or excess vehicles and watercraft must be approved by the Board of Directors, or designate and a parking permit attained. The vehicles and watercraft may be 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. Temporary parking permits are available from the Property Manager for parking at the Recreation parking lot. The parking permit must be displayed, facing out, on the vehicle dashboard. **Any vehicle or watercraft parked for more than 24 hours without an approved parking permit will be towed at the owner's expense.**
5. No owners or occupants of any portion of the Development shall repair or restore any vehicle or watercraft 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.
6. Business vehicles containing lettering and/or tools or other business related items used for business by a homeowner or resident of the home may not be parked overnight in a homeowner's driveway.

Windows and Doors ** - Windows and doors, including sliding glass or screen doors must be wood, anodized aluminum or vinyl colored to match the trim of the house. Replacement of doors and windows requires a MRF. Replacement of broken or fogged window glass does not require a MRF.

Return to: NowackHoward, LLC
One Alliance Center, Suite 1650
3500 Lenox Road
Atlanta, Georgia 30326
Attention: SBP

STATE OF GEORGIA
COUNTY OF FULTON

Cross Reference: Deed Book 28384, Page 337
Deed Book 33408, Page 601
Deed Book 64013, Page 266

**THIRD AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTH FARM**

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for North Farm was recorded on January 14, 2000, in Deed Book 28384, Page 337, et seq., Fulton County, land records ("Declaration"); and

WHEREAS, an Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for North Farm was recorded on October 30, 2002, in Deed Book 33408, Page 601, et seq., Fulton County, Georgia land records; and

WHEREAS, an Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for North Farm and to the Bylaws of North Farm Homeowners Association, Inc. was recorded on June 24, 2021, in Deed Book 64013, Page 266, et seq., Fulton County, Georgia land records; and

WHEREAS, Article XI, Section 11.01 of the Declaration provides that the North Farm Homeowners Association, Inc. ("Association") may amend the Declaration by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding sixty-six and two thirds (66-2/3%) percent of the total eligible vote of the Association; and

WHEREAS, the Georgia Nonprofit Corporations Code provides that any action that may be taken at any membership meeting may be taken outside a meeting by written ballot in compliance with O.C.G.A. § 14-3-707; and

WHEREAS, this Amendment does not materially or adversely affect the security title or

interest of any Mortgagee; provided, however, in the event a court of competent jurisdiction determines that this amendment does materially or adversely affect the security title or interest of any Mortgagee without such Mortgagee's consent in writing to this amendment, then this amendment shall not be binding on the Mortgagee so involved, unless such Mortgagee consents to this amendment; 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; and

WHEREAS, this Amendment shall be effective on the date that it is recorded in the Fulton County, Georgia land records (the "Effective Date");

NOW, THEREFORE, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for North Farm is hereby amended as follows:

1.

Article VIII of the Declaration is hereby amended by adding the following new Section 8.09 to the end thereof:

8.09 Capital Contribution Assessment. In addition to all other assessments provided for in the Declaration and Bylaws and as permitted by O.G.G.A. §44-14-15(c)(2), upon each and every conveyance or transfer of a Lot to any person or entity other than to the spouse of the Owner or the heir or devisee of a deceased Owner, the purchaser or grantee becoming the Owner of the Lot shall be assessed and obligated to pay to the Association a non-refundable, non-prorated capital contribution assessment as set forth in this Section (hereinafter, the "Capital Contribution Assessment"). The Capital Contribution Assessment shall be \$1,000, effective as of the date of the recording of this Amendment, and may be increased annually at the Board's sole discretion to an amount not to exceed twice the annual assessment applicable to each Lot at its time of conveyance or transfer.

The Capital Contribution Assessment shall be due and payable at the time of each such transfer or conveyance and shall be collected and paid to the Association at or upon the closing or date of each transfer or conveyance. The Capital Contribution Assessment shall not constitute an advance payment of the annual assessment and is in addition to the annual and all other assessments levied against Lots. The Capital Contribution Assessment shall constitute an individual or specific assessment against the Owner and the Lot. Any unpaid Capital Contribution Assessment shall be a continuing lien against each transferred Lot, and a personal obligation of the Owner of the Lot, collected in the same manner provided in the Declaration for the collection of all other assessments.

2.

Except as stated herein, the terms and provisions of the Declaration shall remain unchanged.

IN WITNESS WHEREOF, the undersigned officers of North Farm Homeowners Association, Inc. hereby swear to and certify unequivocally that the above Third Amendment to the Declaration was agreed to and duly adopted by members of the Association holding at least sixty-six and two thirds (66-2/3%) percent of the total eligible vote of the Association pursuant to Article XI, Section 11.01 of the Declaration, with any required notices properly given.

This 5 day of JUNE, 2024.

NORTH FARM HOMEOWNERS ASSOCIATION,
INC.

By: _____

David Ashkan

DAVID ASHKAN, President

Attest: _____

Andrew Head

ANDREW HEAD, Secretary

Sworn to and subscribed before
me this 5 day of JUNE, 2024.

Henry Hodder

Witness

Jessica Franks

Notary

[NOTARY SEAL]

