

BYLAWS
OF
WOODFIELD COMMUNITY ASSOCIATION, INC.

Article I.
General

Section 1. Applicability. These Bylaws provide for the self-government of Woodfield Community Association, Inc., in accordance with the Georgia Property Owners' Association Act ("Act"), the Articles of Incorporation filed with the Secretary of State and the Additional Protective Covenants and Permanent Membership for Woodfield Community Association, recorded in the Fulton County, Georgia land records ("Declaration").

Section 2. Name. The name of the corporation is Woodfield Community Association, Inc., ("Association").

Section 3. Definitions. The terms used herein shall have their generally accepted meanings or such meanings as are specified in Paragraph 2 of the Declaration.

Section 4. Membership. An Owner of a Lot shall become a Permanent Member of the Association upon the execution and recording of a Consent Form, thereafter, persons shall become Permanent Members upon taking title to the Lot and shall remain a member for the entire period of ownership. As may be more fully provided below, a spouse of a member may exercise the powers and privileges of the member. If title to a Lot is held by more than one (1) Person, the membership shall be shared in the same proportion as the title, but there shall be only one (1) membership and one (1) vote per Lot. Membership does not include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. Membership shall be appurtenant to the Lot and shall be transferred automatically by conveyance of that Lot and may be transferred only in connection with the transfer of title. Persons may become Non-Residential Members at the discretion of the Board of Directors as provided in Paragraph 4 of the Declaration. Only Permanent Members shall be voting members.

Section 5. Entity Members. In the event an Owner is a corporation, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust, or manager of such other legal entity shall be eligible to represent such entity in the affairs of the Association. Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity which is the Owner, which will create a vacancy in any elected or appointed position within the Association in which such person may have been serving, to be filled by the Board.

Section 6. Voting. Each Lot shall be entitled to one equally weighted vote, which vote may be cast by the Owner, the Owner's spouse, or by a lawful proxy as provided below. When more than one (1) Person owns a Lot, the vote for such Lot shall be exercised as they determine between or among themselves, but in no event shall more than one (1) vote be cast with respect to any Lot. If only one (1) co-owner attempts to cast the vote for a Lot, it shall be conclusively presumed that such co-owner is authorized on behalf of all co-owners to cast the vote for such Lot. In the event of disagreement among co-owners and an attempt by two (2) or more of them to cast such vote, such Persons shall not be recognized and such vote or votes shall not be counted. No Owner shall be eligible to vote, either in person or by proxy, or to be

elected to the Board, if that Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association or if the Owner has had its voting rights suspended for the infraction of any provision of the Declaration, these Bylaws, or any rule of the Association. If the voting rights of an Owner have been suspended, that Owner shall not be counted as an eligible vote for purposes of establishing a Majority or a quorum or for purposes of amending these Bylaws or the Declaration.

Section 7. Majority. As used in these Bylaws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totalling more than fifty (50%) percent of the total number of eligible votes, Owners, or other group, respectively. Unless otherwise specifically stated, the words "majority vote" mean more than fifty (50%) percent of those voting in person or by proxy. Except as otherwise specifically provided in the Declaration or these Bylaws, all decisions shall be by majority vote.

Section 8. Purpose. The Association shall have the responsibility of administering the Property, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Property and performing all of the other acts that may be required to be performed by the Association pursuant to the Act, the Georgia Nonprofit Corporation Code and the Declaration. Except as to those matters which the Declaration, the Act or the Georgia Nonprofit Corporation Code specifically require to be performed by the vote of the Association membership, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth below.

Article II. Meetings of Members

Section 1. Annual Meetings. The regular annual meeting of the Members shall be held during September of each year with the date, hour, and place to be set by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Members may be called for any purpose at any time by the President, the Secretary, or by request of any two (2) or more Board members, or upon written petition of twenty-five (25%) percent of the Lot Owners. Any such written petition by the members must be submitted to the Association's Secretary. The Secretary shall then verify that the required number of Members have joined in the petition and shall submit all proper petitions to the Association's President. The President shall then promptly call a special meeting for the purpose stated in the petition, and the Secretary shall send notice of the meeting in accordance with these Bylaws.

Section 3. Notice of Meetings. It shall be the duty of the Secretary to mail or deliver to each Member of record a notice of each annual or special meeting of the Association at least twenty-one (21) days prior to each annual meeting and at least seven (7) days prior to each special meeting. The notice shall state the purpose of any special meeting, as well as the time and place where it is to be held. The notice of an annual meeting shall state the time and place of the meeting. Each Member shall provide the Association with an address to receive notices, if a Permanent Member wishes notice to be given at an address other than his or her Lot, the Permanent Member shall designate such other address by written notice to the Secretary. The mailing or delivering of a meeting notice as provided in this Section shall constitute proper service of notice.

Section 4. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in

writing, waive notice of any Association meeting, either before or after such meeting. Attendance at a meeting by an Member, whether in person or represented by proxy, shall be deemed waiver by such Member of notice of the time, date, and place thereof unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

Section 5. Quorum. Except as may be provided elsewhere, the presence, in person or by proxy at the beginning of the meeting, of Owners entitled to cast one third (1/3) of the eligible vote of the Association shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. Owners whose voting rights have been suspended pursuant hereto shall not be counted as eligible votes toward the quorum requirement.

Section 6. Adjournment. Any meeting of the Owners may be adjourned for periods not exceeding ten (10) days by vote of the Owners holding the Majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business which could be transacted properly at the original session of the meeting may be transacted at a reconvened session, and no additional notice of such reconvened session shall be required.

Section 7. Proxy. Any member entitled to vote may do so by written proxy duly executed by the member setting forth the meeting at which the proxy is valid. To be valid, a proxy must be signed, dated, and filed with the Secretary prior to the opening of the meeting for which it is to be used. Proxies may be delivered to the Board by personal delivery, U.S. mail or telefax transmission to any Board member or the property manager. Proxies may be revoked only by written notice delivered to the Association, except that the presence in person by the proxy giver at a meeting for which the proxy is given shall automatically invalidate the proxy for that meeting. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy.

Section 8. Action Taken Without a 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: a) indicate the number of responses needed to meet the quorum requirements; b) state the percentage of approvals necessary to approve each matter other than election of directors; and c) 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.

Section 9. Order of Business. At all meetings of the Association, Roberts Rules of Order (latest edition) shall govern when not in conflict with the Declaration, these Bylaws or the Articles of Incorporation.

Article III.
Board of Directors

A. Composition and Selection.

Section 1. Composition. The affairs of the Association shall be governed by a Board of Directors composed of not less than three (3) or more than seven (7) persons with the exact number to be determined from time to time by resolution of the Board. The directors shall be Members or spouses of such Members; provided, however, no Member and his or her spouse or co-Member may serve on the Board at the same time.

Section 2. Term of Office. Those directors serving on the Effective Date of these Bylaws shall remain in office until the terms for which they were elected expire. Successor directors shall be elected by the vote of those members present or represented by proxy, at the annual or other meeting of the membership of the Association, a quorum being present. At the first election of directors after the Effective Date of these Bylaws, the terms of successor directors shall be staggered on a one (1) and two (2) year basis. Three (3) directors shall be elected for one (1) year, and four (4) directors shall be elected for two (2) years. At the expiration of the term of office of each Board member, and at each annual meeting thereafter, a successor shall be elected to serve for a term of two (2) years. The Board members shall hold office until their respective successors shall have been elected by the Association.

Section 3. Removal of Members of the Board of Directors. At any valid regular or special Association meeting, any one or more Board members may be removed with or without cause by a Majority of the Association members and a successor may then and there be elected to fill the vacancy created. Moreover, any director who has had three (3) consecutive unexcused absences from regularly scheduled Board meetings or is more than sixty (60) days past due in the payment of any assessment may be removed by the vote of a Majority of the other directors. Any director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting to consider his or her removal and the purpose thereof and shall be given an opportunity to be heard at the meeting.

Section 4. Vacancies. Vacancies in the Board caused by any reason, except the removal of a director by vote of the membership, shall be filled by a vote of the Majority of the remaining directors, even though less than a quorum, at any Board meeting. The successor selected shall hold office for the remainder of the term of the director being replaced.

Section 5. Compensation. Directors shall not be compensated for services as such unless and only to the extent that compensation is authorized by a Majority vote of the members. Directors may be reimbursed for the expenses incurred in carrying out their duties as directors upon Board approval of such expenses.

Section 6. Director Conflicts of Interest. Nothing herein shall prohibit a director from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as director, provided that the director's interest is disclosed to the Board and the contract is approved by a Majority of the directors who are at a meeting of the Board of Directors at which a quorum is present, excluding the director with whom the contract is made. The interested director shall not count for purposes of establishing a quorum of the Board. The interested director shall be entitled to be present at any meeting at which the proposed contract is discussed and to discuss the proposed contract, unless requested by any other director to leave the room during the discussion.

Section 7. Nomination. Nomination for election to the Board shall be made from the floor at the meeting. Nominations also may be made by a nominating committee, if appointed by the Board.

Section 8. Elections. All Association members eligible to vote shall be entitled to cast their entire vote for each directorship to be filled. There shall be no cumulative voting. The directorships for which elections are held shall be filled by that number of candidates receiving the most votes. Voting for election of Board members shall be by secret written ballot (unless dispensed by unanimous consent at such meeting at which such voting is conducted).

B. Meetings.

Section 1. Regular Meetings. Regular Board meetings may be held at such time and place as determined by the Board, but at least once every three (3) months. The newly elected Board shall meet within ten (10) days after each annual Association meeting.

Section 2. Special Meetings. Special Board meetings may be called by the President on three (3) days' notice to each director given by mail, in person, by telephone, or by facsimile transmission, which notice shall state the time, place, and purpose of the meeting. Special Board meetings shall be called by the President, Vice President, Secretary, or Treasurer in like manner and on like notice on the written request of at least two (2) directors.

Section 3. Waiver of Notice. Any director may, at any time, in writing, waive notice of any Board meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any Board meeting shall also constitute a waiver of notice by him or her of the time and place of such meeting. If all directors are present at any Board meeting, no notice shall be required and any business may be transacted at such meeting.

Section 4. Conduct of Meetings. The President shall preside over all Board meetings, and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. The presence of directors entitled to cast one-half of the votes of the Board shall constitute a quorum for the transaction of business. One or more directors who participate in a meeting by means of telephone or electronic communication shall be deemed present and in attendance for all purposes at such meeting, provided all persons participating in the meeting can hear each other.

Section 5. Open Meetings. All Board meetings shall be open to all members, but members other than directors may not participate in any discussion or deliberation unless expressly authorized by the Board. Notwithstanding the above, the Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is

or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 6. Action Without a 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.

C. Powers and Duties.

Section 1. Powers and Duties. The Board of Directors shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Property and may do all such acts and things as are not by the Act, the Declaration, the Articles of Incorporation, or these Bylaws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these Bylaws, the Board of Directors shall have the power to and shall be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of an annual budget, in which there shall be established the contribution of each Owner to the Common Expenses;

(b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment;

(c) providing for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility as defined in Paragraph 15 of the Declaration;

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

(e) collecting the assessments, depositing the proceeds thereof in a financial depository or institution which it shall approve, or otherwise investing the proceeds in accordance with any limitations set forth in O.C.G.A. § 14-3-302, and using the proceeds to administer the Association;

(f) making and amending rules and regulations and imposing sanctions for violation thereof, including reasonable monetary fines;

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

(h) making or contracting for the making of repairs, additions, and improvements to, or alterations of the Common Property in accordance with the other provisions of the Declaration and these Bylaws, after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

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

(k) paying the costs of all services rendered to the Association or its members and not directly chargeable to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred; and

(m) contracting with any Person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with trusts, condominium associations, or other associations or corporations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

Section 2. Management Agent. The Association may, but shall not be required to, hire a professional management agent or agents, at a compensation established by the Board, to perform such duties and services as the Board of Directors shall authorize. The Board shall use reasonable efforts in any management contract to provide for termination of such contract with or without cause and without penalty, upon no more than thirty (30) days written notice, and for a term not in excess of one (1) year.

Section 3. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair, restoration or improvement of the Common Property and facilities without the approval of the members of the Association; the Board shall also be authorized to borrow money for other purposes; provided, however, the Board shall obtain membership approval in the same manner as provided in Paragraph 5 of the Declaration for special assessments if the proposed borrowing is for the purpose of modifying, improving, or adding amenities to the Property and the total amount of such borrowing exceeds or would exceed ten thousand (\$10,000.00) dollars outstanding debt at any one time.

Section 4. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and director against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon such officer or director in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which he or she may be made a party by reason of being or having been an officer or director, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such officer or director in the performance of his or her duties, except for his or her own individual willful misfeasance or malfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and 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. 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. The Association shall, as a Common Expense, maintain adequate general liability and, if obtainable, officers' and directors' liability insurance to fund this obligation, and the insurance shall be written as provided in the Declaration.

D. Committees.

Section 1. Nominating Committee. Pursuant to Section 7 of this Article, there may be a Nominating Committee composed of at least three (3) members appointed in the manner and to perform the functions specified in Section 7 of this Article.

Section 2. Other Committees. There shall be such other committees as the Board shall determine with the powers and duties that the Board shall authorize.

Section 3. Service on Committees. Unless otherwise provided in these Bylaws or in the resolution authorizing a particular committee, the members of any committee shall be appointed by the President and shall serve at the pleasure of the Board of Directors. Any committee member may be removed with or without cause at any time and with or without a successor being named.

Article IV.
Officers

Section 1. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary, and the Treasurer. The President, Vice President, and Secretary shall be elected by and from the Board of Directors. The Treasurer shall be elected by the Board, but need not be a Board member. The Board may appoint one or more Assistant Treasurers, Assistant Secretaries, and such other subordinate officers as in its judgment may be necessary. Any assistant or subordinate officers shall not be required to be Board members. Except for the offices of Secretary and Treasurer, which may be held by the same person, no person may hold more than one (1) office.

Section 2. Election of Officers. The Association officers shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the members and shall hold office at the pleasure of the Board and until a successor is elected.

Section 3. Removal of Officers. Upon the affirmative vote of a Majority of the Board members, any officer may be removed, either with or without cause, and a successor may be elected.

Section 4. Vacancies. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

Section 5. President. The President shall be the chief executive officer of the Association and shall preside at all Association and Board meetings. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code, including, but not limited to, the power to appoint committees from among the members from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 6. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 7. Secretary. The Secretary shall keep the minutes of all Association and Board meetings and shall have charge of such books and papers as the Board may direct, and shall, in general, perform all duties incident to the office of the secretary of a corporation organized under Georgia law.

Section 8. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board. The Treasurer shall be responsible for the preparation of the budget as provided in the Declaration. The Treasurer may delegate all or a part of the preparation and notification duties associated with the above responsibilities to a management agent.

Section 9. Other Officers. Other offices may be created by the Board, and the Board members which hold such offices shall have such titles and duties as are defined by the Board.

Section 10. Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases, checks, promissory notes, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by Board resolution.

Article V. Rule Making and Enforcement

Section 1. Authority and Enforcement. The Property shall be used only for those uses and purposes set out in the Declaration. The Board of Directors shall have the authority to make, modify, repeal and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of the Common Property; provided, copies of all such rules and regulations shall be furnished to all Members. Any rule or regulation may be repealed by the affirmative vote or written consent of a Majority of the total Association vote at an annual or special meeting of the membership.

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

The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Permanent Member's Lot, and to suspend a Permanent Member's right to vote or to use the Common Property for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder. In the event that any Occupant of a Lot violates the Declaration, Bylaws, or a rule or regulation and a fine is imposed, notice of such violation shall be sent to the Permanent Member and the Occupant, and the fine may first be assessed against such Occupant; provided, however, if the fine is not paid by the Occupant within the time period set by the Board, the Permanent Member shall pay the fine upon notice from the Association, and the fine shall be an assessment and a lien against the Lot until paid. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

Section 2. Fining and Suspension Procedure. The Board shall not impose a fine or suspend the right to vote of a Permanent Member unless and until notice of the violation is given as provided in subsection 2(a) below. Any such fine or fines may be effective or commence upon the sending of such notice or such later date as may be set forth in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge such fine under subsection 2(b) below. A Permanent Member's and Non-Resident Member's

right to use the Common Property shall automatically be suspended for any period of time the Member is shown to be more than thirty (30) days delinquent in the payment of any payment due the Association. The Board shall also have the power to suspend or revoke memberships of Non-Residential Members.

(a) Notice. If any provision of the Declaration or Bylaws or any rule or regulation of the Association is violated (other than payment of fees), the Board shall serve the violator with written notice sent certified mail, return receipt requested, which shall state: i) the nature of the alleged violation; ii) the proposed sanction to be imposed; iii) a statement that the violator may challenge the fact of the occurrence of a violation, the proposed sanction, or both, by written challenge and written request for a hearing before the Board, which request must be received by the Board within ten (10) days of the date of the notice; iv) the name, address, and telephone number of a person to contact to challenge the proposed action. If a timely challenge is made and the violation is cured within ten (10) days of the date of the notice, the Board, in its discretion, may, but is not obligated to, waive any sanction or portion thereof. 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 the alleged violator timely challenges the proposed action, a hearing before the Board shall be held in executive session affording the violator a reasonable opportunity to be heard. The hearing shall be set at a reasonable time and date by the Board, and notice of the time, date (which shall be not less than ten (10) days from the giving of notice without the consent of the violator), and place of the hearing and an invitation to attend the hearing and produce any statements, evidence, and witnesses shall be sent to the alleged violator. The minutes of the meeting shall contain a written statement of the results of the hearing. This Section shall be deemed complied with if a hearing is held and the violator attends and is provided an opportunity to be heard, notwithstanding the fact that the notice requirements contained herein are not technically followed. The Association shall not be obligated to refund or credit a member's account in the event use privileges are suspended or a Non-Resident Member's membership is revoked.

Section 3. 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 by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth in Section 2 of this Article. In any such action, to the maximum extent permissible, the Member responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

Article VI. Miscellaneous

Section 1. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) If to a Member, at the address which the Member 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 Member;

(b) If to an Occupant, at the address of the Lot occupied; or

(c) If to the Association, the Board or the managing agent, at 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.

Section 2. Severability. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws or the Declaration.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

Section 4. Gender and Grammar. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 5. Fiscal Year. The fiscal year of the Association may be set by Board resolution or, in the absence thereof, shall be the calendar year.

Section 6. Financial Review. A financial review of the accounts of the Association shall be performed annually in the manner provided by the Board. However, after having received the Board's financial review at the annual meeting, the Owners may, by a Majority of the Association vote, require that the Association accounts be audited as a Common Expense by an independent accountant.

Section 7. Conflicts. The duties and powers of the Association shall be those set forth in the Act, the Georgia Nonprofit Corporation Code, the Declaration, these Bylaws, and the Articles of Incorporation, together with those reasonably implied to affect the purposes of the Association; provided, however, that if there are conflicts or inconsistencies between the Act, the Georgia Nonprofit Corporation Code, the Declaration, these Bylaws, or the Articles of Incorporation, then the provisions of the Act, the Georgia Nonprofit Corporation Code, as may be applicable, the Declaration, the Articles of Incorporation and these 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.

Section 8. Amendment. Except where a higher vote is required for action under a particular provision of the Declaration or Bylaws, these Bylaws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members holding sixty-six and two-thirds (66-2/3%) percent of the total eligible vote of the Association. Notice of a meeting, if any, at which an amendment will be considered shall state that fact and the subject matter of the proposed amendment. No amendment shall become effective until it is certified by the President and Secretary of the Association and recorded in the Fulton County, Georgia land records. Any amendment duly certified and recorded shall be conclusively presumed to have been duly adopted in accordance with the Declaration and Bylaws. Owners whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted as eligible votes toward the amendment requirement.

Any action to challenge the validity of an amendment adopted under this Section must be brought within one (1) year of the amendment's effective date. No action to challenge any such amendment may be brought after such time.

Section 9. Books and Records. To the extent provided in O.C.G.A. § 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) 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.

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CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Woodfield Community Association, Inc., a Georgia corporation;

That the foregoing Bylaws constitute the Amended and Restated Bylaws of said Association, as duly adopted by the Board of Directors and the members of the Association on the _____ day of _____, 19__.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this _____ day of _____, 19__.

WOODFIELD COMMUNITY ASSOCIATION, INC.

_____[SEAL]
Secretary

[CORPORATE SEAL]

EXHIBIT "C"

BYLAWS
OF
WOODFIELD COMMUNITY ASSOCIATION, INC.

WEISSMAN, NOWACK, CURRY & ZALEON, P.C.

Attorneys

Two Midtown Plaza, Fifteenth Floor
1349 West Peachtree
Atlanta, Georgia 30309
(404) 885-9215

- TABLE OF CONTENTS -

	<u>Page</u>
I. GENERAL	
1. Applicability.....	1
2. Name.....	1
3. Definitions.....	1
4. Membership.....	1
5. Entity Members.....	1
6. Voting.....	1
7. Majority.....	2
8. Purpose.....	2
II. MEETINGS OF MEMBERS	
1. Annual Meetings.....	2
2. Special Meetings.....	2
3. Notice of Meetings.....	2
4. Waiver of Notice.....	2
5. Quorum.....	3
6. Adjournment.....	3
7. Proxy.....	3
8. Action Taken Without a Meeting.....	3
9. Order of Business.....	4
III. BOARD OF DIRECTORS	
A. <u>Composition and Selection.</u>	
1. Composition.....	4
2. Term of Office.....	4
3. Removal of Members of the Board of Directors.....	4
4. Vacancies.....	4
5. Compensation.....	4
6. Director Conflicts of Interest.....	4
7. Nomination.....	5
8. Elections.....	5
B. <u>Meetings.</u>	
1. Regular Meetings.....	5
2. Special Meetings.....	5
3. Waiver of Notice.....	5
4. Conduct of Meetings.....	5
5. Open Meetings.....	5
6. Action Without a Meeting.....	5
C. <u>Powers and Duties.</u>	
1. Powers and Duties.....	6
2. Management Agent.....	7
3. Borrowing.....	7
4. Liability and Indemnification of Officers and Directors.....	7

D. Committees.

1. Nominating Committee	7
2. Architectural Control Committee	7
3. Other Committees	7
4. Service on Committees	7

IV. OFFICERS

1. Designation	8
2. Election of Officers	8
3. Removal of Officers	8
4. Vacancies	8
5. President	8
6. Vice President	8
7. Secretary	8
8. Treasurer	8
9. Other Officers	8
10. Agreements, Contracts, Deeds, Leases, Etc.	8

V. RULE MAKING AND ENFORCEMENT

1. Authority and Enforcement	9
2. Fining and Suspension Procedure	9
3. Additional Enforcement Rights	10

VI. MISCELLANEOUS

1. Notices	10
2. Severability	10
3. Captions	10
4. Gender and Grammar	10
5. Fiscal Year	10
6. Financial Review	11
7. Conflicts	11
8. Amendment	11
9. Books and Records	11

Return to: Weissman, Nowack, Curry & Wilco, P.C.
Two Midtown Plaza, 15th Floor
1349 West Peachtree Street
Atlanta, Georgia 30309

STATE OF GEORGIA
COUNTY OF FULTON

**DECLARATION OF ADDITIONAL PROTECTIVE COVENANTS
AND PERMANENT MEMBERSHIP FOR WOODFIELD COMMUNITY ASSOCIATION**

WHEREAS, the lot owners at Woodfield Subdivision in Fulton County, Georgia, whose Consents are attached hereto as Exhibit "A" and incorporated herein by reference, are the owners of that certain real property described in such Consents (the "Property") and desire to subject the Property to the terms and provisions of this Declaration of Additional Protective Covenants and Permanent Membership for Woodfield ("Declaration") and to hereby subject the Property to permanent mandatory membership in the Woodfield Community Association, Inc. ("Association"); and

WHEREAS, the undersigned officers of the Association desire to approve this Declaration and permanent mandatory membership in the Association on behalf of the Association;

NOW, THEREFORE, the undersigned officers of the Association, and all lot owners whose Consents are attached hereto as Exhibit "A," hereby declare that all of the Property described in Exhibit "A" shall be held, sold and conveyed subject to this Declaration, which is for the purpose of enhancing and protecting the desirability and attractiveness of, and which shall run with, the Property, and be binding on all parties having any right, title or interest in the Property or any part thereof, and shall, subject to all limitations herein provided, inure to the benefit of each owner of any portion of the Property, his heirs, grantees, distributions, successors and assigns and to the benefit of the Association:

- TABLE OF CONTENTS -

	<u>Page</u>
1. NAME AND LOCATION	1
2. DEFINITIONS	1
3. EFFECTIVE DATE	2
4. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS	3
5. ASSESSMENTS	3
6. MORTGAGEE'S RIGHTS	6
7. ASSOCIATION RIGHTS AND RESTRICTIONS	7
8. INSURANCE	8
9. REPAIR AND RECONSTRUCTION	8
10. USE RESTRICTIONS	9
11. SEVERABILITY	10
12. DURATION	10
13. AMENDMENT	10
14. RESTRICTIVE COVENANTS	10
15. MAINTENANCE	10
16. GENERAL PROVISIONS	10
17. PREPARER	11

- LIST OF EXHIBITS -

DESCRIPTION OF SUBMITTED PROPERTY FOR PERMANENT MEMBERSHIP	"A"
MODEL CONSENT FORM FOR PERMANENT MEMBERSHIP.	"B"
DESCRIPTION OF COMMON PROPERTY	"C"

DECLARATION OF ADDITIONAL PROTECTIVE COVENANTS
AND PERMANENT MEMBERSHIP FOR WOODFIELD COMMUNITY

1. NAME AND LOCATION.

The name of the property is Woodfield Community, which property is a residential property owners development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982). The property is located in Land Lots 665, 666 and 676 of the 1st District of Fulton County.

2. DEFINITIONS.

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

(a) Act means the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as may be amended from time to time.

(b) Additional Property means all those Lots shown on the Woodfield Community Plats, which are not submitted hereto by written consent recorded with this Declaration. Such Lots, upon execution and recording of a consent by the Lot Owner in accordance with the terms of this Declaration, shall become a portion of the Property.

(c) Association means Woodfield Community Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

(d) Board or Board of Directors means the elected body responsible for management and operation of the Association.

(e) By-Laws mean the By-Laws of Woodfield Community Association, Inc. Attached as Exhibit "C".

(f) Common Expenses mean the expenses anticipated or actually incurred by the Association in maintaining, repairing, replacing, improving, insuring, managing and operating the Common Property and Property and otherwise for the benefit of the Association and the Members.

(g) Common Property means all property owned, maintained or operated by the Association for the common benefit of the Members, including playground area, tennis courts, swimming pool, club house, parking areas, and facilities, shrubbery and landscaping associated with such areas as described in Exhibit "B".

(h) Eligible Mortgage Holder means a holder of a First Mortgage secured by a Lot, which Lot is a portion of the Property, who has requested notice of certain items as set forth herein.

(i) Lot means a portion of the Woodfield Subdivision which is intended for ownership and use as a single-family dwelling site.

(j) Mortgage means any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation, including, but not limited to, a transfer or conveyance of fee title for such purpose.

(k) Mortgagee or Mortgage Holder means the holder of any Mortgage.

(l) Non-Residential Member means a member of the Association who does not own a Lot, but who is entitled to use the Woodfield recreational facilities.

(m) Owner means the record title holder of a Lot within the Property, but shall not include a Mortgage Holder on the Lot.

(n) Permanent Member or Member means a Lot Owner whose Lot has been subjected to Permanent Membership in the Association by written consent recorded in the Fulton County, Georgia land records, as provided in Paragraph 4 hereof, and which Lot therefore is a portion of the Property.

(o) Permanent Member Lot means a Lot subjected to Permanent Membership in the Association hereunder.

(p) Permanent Membership means a membership in the Association which is permanent and mandatory and which cannot be separated from a Lot, but rather is appurtenant to and runs with title to a Lot by virtue of a written consent, recorded in the Fulton County, Georgia land records as provided in Paragraph 3 hereof.

(q) Person means any individual, corporation, firm, association, partnership, trust, or other legal entity.

(r) Property means that real estate which is submitted to the provisions of this Declaration, as described in Exhibit "A" attached hereto and incorporated herein by reference, or which is submitted to the terms hereof after the recording of this Declaration by a recorded written Owner consent, in accordance with the terms of this Declaration. By recordation of this Declaration, the Common Property is hereby submitted to this Declaration and the Act and shall be deemed a part of the Property.

(s) Woodfield Subdivision means that property described on those plats ("Plats") for Woodfield recorded in Plat Book 113, Page 99, Plat Book 114, Page 99, Plat Book 115, Page 114, Plat Book 117, Page 14, Plat Book 117, Page 109, Plat Book 118, Page 34, Plat Book 123, Page 57, Plat Book 123, Page 58, Plat Book 121, Page 6, Plat Book 121, Page 7, Plat Book 125, Page 15, Plat Book 125, Page 18, Plat Book 128, Page 6, Fulton County, Georgia records, as may be amended or supplemented from time to time. The plats are incorporated herein by this reference.

3. EFFECTIVE DATE.

Owners may submit their Lots to the terms of this Declaration without payment of an initiation fee during the Enrollment Period, which period shall close ninety (90) days after sixty (60) members have executed consents as provided for above. This Declaration shall not be effective, whether or not it is recorded, until and unless: (a) at least sixty (60) Owners have executed one or more written consents, which consents are substantially in the form of the Consent attached hereto as Exhibit "B" and incorporated herein by this reference, (b) this Declaration and such Consents have been recorded in the Fulton County, Georgia land records, which shall be no later than ninety (90) days after the end of the Enrollment Period, and (c) two Association officers have executed the final page hereof certifying that the minimum number of required Consents have been obtained. Additional Consents, by Owners of Lots within the Additional Property, may be recorded at any time subsequent to the recording of this Declaration, subject to the terms of this Declaration. Consents shall be valid only if executed by at least one officer of the Association and recorded by the Association.

4. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.

(a) Membership.

i) Permanent Members. Each Person who is the record owner of a fee or undivided fee interest in any Lot subjected to this Declaration, and whose Lot is submitted to Permanent Membership in the Association by written consent recorded in the Fulton County, Georgia land records, shall be a Permanent Member of the Association and shall be entitled to use of all Common Property of the Association and shall be entitled to vote as set forth herein and in the By-Laws of the Association. Permanent Membership shall be appurtenant to and may not be separated from ownership of any such Permanent Membership Lot.

ii) Non-Residential Members. Membership or yearly use passes for the recreational facilities also may be offered in the discretion of the Board to non-residents. Non-Residential Membership or use passes shall be contingent upon payment of dues established by the Board and compliance with the Declaration, By-Laws and rules and regulations of the Association.

The foregoing definitions of membership are not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate an Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot owned. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the By-Laws. Any rights and privileges of membership, including the right to vote and to hold office, may be exercised by a Member or the Member's spouse, but in no event shall more than one (1) vote be cast nor office held for each Lot owned.

(b) Voting. All Permanent Members in good standing shall be entitled to one (1) equal vote for each Lot owned. When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners determine among themselves and advise the Secretary prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one (1) Person seeks to exercise it.

5. ASSESSMENTS.

(a) General. The Association shall have the power to levy assessments or dues against all Members as provided herein and in the By-Laws. The assessments for Common Expenses provided for herein shall be used for the general purposes of maintaining, repairing, replacing, insuring, managing, operating and, in the Board's discretion, improving the Common Property, otherwise operating the Property, enforcing this Declaration and other covenants upon the Property, paying for utility services serving the Common Property, maintaining a reserve fund for future Common Property maintenance, repairs or improvements, and promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Lots in the Property and the Members, as may be more specifically authorized from time to time by the Board. Except as otherwise provided herein, each Permanent Member Lot is hereby allocated equal liability for Common Expenses, which need not be equal with that of Non-Residential Members.

(b) Permanent Members: Creation of the Lien and Personal Obligation For Assessments. Each Owner of a Permanent Member Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments (dues) or charges; (ii) special assessments, such assessments to be established and

collected as hereinafter provided; and (iii) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred, in the maximum amount permitted under the Act, shall be a charge on such Permanent Member Lot and shall be a continuing lien upon the Lot against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. Each Owner of a Permanent Member Lot and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include acceleration of any unpaid portion of any annual or special assessment for delinquent Owners upon ten (10) days written notice.

The lien provided for herein shall have priority as set forth in the Act. The sale or transfer of any Lot pursuant to foreclosure of a first Mortgage shall extinguish the lien for assessments as to payments coming due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter coming due or from the lien thereof. No Permanent Member may exempt himself or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever.

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

i) If the annual assessments or any part or installment thereof is not paid in full within thirty (30) days of the due date, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid may be imposed without further notice or warning to the delinquent Member, and interest at the highest rate permitted under the Act shall accrue from the due date.

ii) For Owners whose Lots are subjected to Permanent Membership in the Association, the Association, acting through the Board, may suspend the Owner's right to use the Common Property if the amounts remain unpaid for more than thirty (30) days, and institute suit to collect all amounts due pursuant to the provisions of the Declaration, the By-Laws, and the Act, if the amounts remain unpaid for more than sixty (60) days.

iii) For Non-Residential Members, if assessments or other charges, or any part thereof, remain unpaid more than thirty (30) days, the Association may revoke such Member's membership in the Association upon ten (10) days written notice.

iv) If part payment of assessments and related charges is made, the amount received shall be applied first to costs and attorneys fees, as applicable, and then, in order, to late charges, interest, delinquent assessments, and current assessments.

(d) Maximum Assessments; Computation of Operating Budget and Assessment.

i) Permanent Member Assessment. The annual assessment shall be established pursuant to a budget created and adopted by the Board, covering the estimated costs of maintaining and operating the Common Property during the coming year. The budget and notice of assessment shall be sent or delivered to each Member at least thirty (30) days prior to the due date of the annual

assessment. The budget shall include amounts to cover anticipated Common Expenses of operating, maintaining, repairing, improving and managing all of the Common Property, including insurance, legal, accounting and other professional fees, landscaping costs, and a reserve or capital contribution related to maintenance, repair, improvement and operation of the Common Property. The budget may reflect anticipated income to be received from Non-Residential Members, and the Permanent Member assessment shall be determined from the budget prepared by the Board. The maximum annual assessment for Permanent Members shall not exceed \$500.00 for the first year after the recording of this Declaration, and shall not increase by more than ten (10%) percent per year above the previous year's annual assessment without the approval of a majority of the eligible Members who are voting in person or by proxy at a duly called Association meeting, or by ballot. Notwithstanding anything to the contrary herein, if a Permanent Member transfers a Lot to another Permanent Member, there shall be no refund of the annual assessment and the purchaser and seller may allocate the annual assessment among themselves in a manner which they shall determine.

If the Board proposes a budget with an annual assessment more than ten (10%) percent greater than the previous year's assessment, and the Membership disapproves the proposed budget, or if the Board fails for any reason so to determine the budget for the succeeding year, then, until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. However, the Board may propose a new budget at any time during the year by causing the proposed budget and assessment to be delivered to the Members in accordance with the procedure set forth here.

The Board of Directors shall not spend ten percent (10%) more than the budget without approval of a majority of the eligible Members present in person or by proxy at a duly called meeting.

ii) Non-Residential Member Assessment. The Board also shall establish the annual assessment chargeable to Non-Residential Members, which shall contribute to the Common Expenses of the Association. The maximum annual assessment for Non-Residential Members shall not exceed \$500.00 for the first year after recording this Declaration. The annual assessment for Non-Residential Members shall be set by the Board. The Board shall cause the budget and notice of the assessments to be levied against each Non-Residential Member for the following year to be delivered to each Non-Residential Member as provided in subparagraph (d)(i) above. Each Non-Residential Member shall be personally liable for all assessments, as well as for any Common Expenses occasioned by the conduct of such Member or such Member's guests or invitees.

(e) Initiation Fee. Subsequent to the Enrollment Period, the Board, in its discretion, may require a non-refundable initiation fee in order to become a Permanent Member, not to exceed \$2,000.00.

(f) Special Assessments. In addition to the annual assessment provided for above, the Board may at any time levy a special assessment for any purpose against all Members, notice of which shall be sent to all Members; provided, however, prior to becoming effective, any special assessment first shall be approved by the affirmative vote of at least two-thirds (2/3) of eligible Members present or represented by proxy at a duly called meeting, notice of which shall specify that purpose, or by ballot specifying that purpose.

(g) Capital Budget and Reserve Contribution. As part of the annual budget and assessment, the Board may fix and establish an annual reserve or capital contribution, in an amount sufficient to permit meeting the projected capital and future needs of the Association.

(h) Statement of Account. Any Owner, Mortgage holder, or a Person having executed a contract for the purchase of a Permanent Member Lot, or a lender considering a loan to be secured by a Permanent Member Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a Permanent Member Lot. The Association shall respond in writing within five (5) days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten (\$10.00) dollars, or such higher amount as authorized by the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein.

(i) Specific Assessments. In the discretion of the Board, any Association Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the licensees or invitees of any such Lot or Lots, including but not limited to reasonable attorneys fees actually incurred by the Association, may be specially assessed against such Lot or Lots. Failure of the Board to exercise its authority under this Paragraph shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority under this Paragraph in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Paragraph.

6. MORTGAGEE'S RIGHTS

(a) Mortgagee Approval of Actions. Unless at least two-thirds (2/3) of either the holders of first Mortgages on Permanent Member Lots or the Permanent Member Lot Owners give their consent, the Association shall not:

i) by act or omission seek to abandon or terminate the Property or the Association;

ii) change the pro rata interest or obligations of any individual Permanent Member Lot for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards;

iii) partition or subdivide any Lot;

iv) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Property (the granting of utility or public easements or rights-of-way shall not be deemed a transfer within the meaning of this provision); or

v) use hazard insurance proceeds for losses to any portion of the Common Property for other than the repair, replacement, or reconstruction of such portion of the Common Property.

This provision shall not apply to prevent Owners from partitioning, subdividing or relocating boundaries of their Lots, if done in compliance with all recorded restrictions or covenants affecting the Lots and with applicable Fulton County, Georgia zoning and other requirements.

(b) Mortgagee Assessments Upon Foreclosure of Permanent Member Lot. Where the Mortgagee holding a first Mortgage of record on a Permanent Member Lot or other purchaser of a Permanent Member Lot obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable for the share of the Common Expenses or assessments by the Association chargeable

to such Lot which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Permanent Member Lots, including such acquirer, its successors and assigns. Additionally, such acquirer shall be responsible for all charges accruing subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passed.

(c) Mortgagee Notices. Upon written request to the Association, identifying the name and address of the holder and the Lot number or address, any Eligible Mortgage Holder of a Permanent Member Lot will be entitled to timely written notice of:

i) any condemnation loss or any casualty loss which affects a material portion of the Common Property or any Lot on which there is a first Mortgage held by such Eligible Mortgage Holder;

ii) any delinquency in the payment of assessments or charges owed by an Owner of a Permanent Member Lot subject to a first Mortgage held by such Eligible Mortgage Holder which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Lot Owner of any other obligation under the Declaration or By-Laws which is not cured within sixty (60) days;

iii) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or

iv) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders, as specified herein.

(d) Any holder of a first Mortgage on a Permanent Member Lot shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting.

7. ASSOCIATION RIGHTS AND RESTRICTIONS.

The Association, acting through its Board of Directors, shall have the right and authority, in addition to all other rights it may have:

(a) to make and to enforce reasonable rules and regulations governing the use of the Property and Common Property;

(b) to enforce the provision of this Declaration and the By-Laws and rules and regulations concerning the Property and Common Property, by imposing reasonable monetary fines, suspending use and voting privileges of Permanent Members (as provided herein and in Section 44-3-223 of the Act), suspending or revoking Memberships of Non-Residential Members, using any other legal or equitable means, including self-help, and any other available legal or equitable means. These powers, however, shall not limit any other legal means of enforcing the Declaration, Bylaws and rules and regulations by either the Association or, in an appropriate case, by an aggrieved Owner. Any fines imposed against a Permanent Member shall be considered an assessment against a Permanent Member's Lot;

(c) to grant permits, licenses, utility easements, and other easements, permits, public rights-of-way or licenses necessary for the proper maintenance or operation of the Common Property under, through, or over the Common Property, as may be reasonably necessary to or desirable for the ongoing

development and operation of the Common Property;

(d) to control, manage, operate, maintain, replace and, in the Board's discretion, improve all portions of the Common Property in accordance with the Declaration and By-Laws;

(e) to deal with the Common Property in the event of damage or destruction as a result of casualty loss, condemnation or eminent domain, in accordance with the provisions of this Declaration;

(f) to represent the Members in dealing with governmental entities involving the Common Property;

(g) to acquire, hold and dispose of tangible and intangible personal property and real property.

8. INSURANCE.

(a) The Association's Board or its duly authorized agent shall have the authority to and, if reasonably available, shall obtain insurance for all insurable improvements on the Common Property. This insurance shall include fire and extended coverage, including coverage for vandalism and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

(b) The Board shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its Members or agents in their capacities as such, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million (\$1,000,000.00) Dollars.

(c) Premiums for all insurance obtained by the Association shall be a Common Expense of the Association. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

(d) All such insurance coverage obtained by the Board shall be written in the name of the Association, as trustee, for the benefit of the Association and its members.

(e) The Board, in its reasonable discretion, also may maintain as a Common Expense a fidelity bond or similar coverage on directors, officers, employees or other Persons handling or responsible for the Association's funds, in an amount determined in the Board's business judgment.

9. REPAIR AND RECONSTRUCTION.

In the event of damage to or destruction of all or any part of the Common Property as a result of fire or other casualty, unless eighty (80%) percent of the Members vote not to proceed with the reconstruction and repair of the structure, the Board or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure. In the event of substantial damage or destruction, Eligible Mortgage Holders on a Permanent Member Lot shall be entitled to written notice of the damage.

(a) Cost Estimates. Immediately after a fire or other casualty causing

damage to the Common Property, the Board shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures thereon to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary.

(b) Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, a special assessment shall be made against all of the Permanent Members without the necessity of a vote of the Permanent Members or compliance with Paragraph 5(f) above. Special assessments chargeable to Non-Residential Members shall be one hundred and fifty (150%) percent of the special assessment chargeable to Permanent Members. If after repair and reconstruction is completed there is a surplus of funds, such funds shall be common funds of the Association to be used as directed by the Board.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Common Property was originally constructed, except where changes are necessary to comply with current applicable building codes.

(d) Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against Members on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Paragraph to be disbursed by the Association in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Board.

10. USE RESTRICTIONS.

Any covenants, conditions or restrictions, including, but not limited to those use restrictions which existed prior to the recording of this Declaration and the ability to enforce such restrictions, by any Person, shall not be altered, amended or affected by this Declaration. All Persons entitled to enforce such restrictions shall be entitled to continue to do so.

Each Member shall be responsible for ensuring that the Owner's family, guests, tenants and occupants comply with all provisions of this Declaration, the By-Laws and the rules and regulations of the Association. In addition to any rights the Association may have against the Member's family, guests, tenants or occupants, the Association may take action under this Declaration against the Member as if the Member committed the violation in conjunction with the Member's family, guests, tenants or occupants.

Use restrictions regarding use of the Property and Common Property are as follows and also as may be adopted by the Board in rules and regulations and as specified in the By-Laws:

(a) Use of Common Property. There shall be no obstruction of the Common Property, nor shall anything be kept, parked or stored on any part of the Common Property without prior written Board consent, except as specifically provided herein or in the Association's rules and regulations.

With prior written Board approval, and subject to any restrictions imposed by the Board, a Member or Members may reserve portions of the Common Property for use for a period of time as set by the Board. Any such Member or Members who reserve a portion of the Common Property hereunder shall assume, on behalf of himself/herself/themselves and his/her/their guests, occupants and family, all risks associated with the use of the Common Property and all liability for any damage or injury to any person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees.

(b) Prohibition of Damage, Nuisance and Noise. Noxious, destructive or offensive activity shall not be carried on upon the Property or Common Property. Each Member shall refrain from any act or use of the Property or Common Property which could reasonably cause embarrassment, discomfort, nuisance or annoyance to other Members or their guests, tenants or invitees. No Member may use or allow the use of the Property or Common Property in any way or for any purpose which may endanger the health or unreasonably annoy or disturb other Members, their guests, tenants or invitees or in such a way as to constitute, in the Board's sole opinion, a nuisance. Nothing herein, however, shall be construed to affect the rights of an aggrieved Member to proceed individually for relief from interference with his or her property or personal rights.

11. SEVERABILITY.

Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise shall in no way affect the application of such provision to other circumstances or affect any other provision(s), which shall remain in full force and effect.

12. DURATION.

The covenants and restrictions of this Declaration shall run with and bind the Property perpetually to the extent provided in the Act. Notwithstanding anything to the contrary herein, neither the foreclosure of Mortgages on one or more Permanent Member Lots subsequent to the recording of this Declaration, nor the fact that, as a result of such foreclosure(s), there are less than one sixty (60) Permanent Members at any time, shall affect the validity and enforceability of this Declaration as to all other Lots submitted hereto.

13. AMENDMENT.

This Declaration may be amended with the affirmative vote, written consent, or any combination thereof, of the Permanent Members holding at least two-thirds (2/3) of the total eligible vote of the Association. Notice of a meeting, if any, for consideration of any amendment hereto shall state the fact of consideration and subject matter of such proposed amendment. Any such amendment shall be certified by the President and Secretary of the Association and recorded in the Fulton County, Georgia land records.

14. RESTRICTIVE COVENANTS.

A Declaration of Covenants and Conditions for the Property, recorded on June 14, 1982, in Deed Book 8177, Page 215, et seq., Fulton County, Georgia Records, sets forth certain restrictive covenants applicable to the Property. Such covenants shall run to the benefit of, and be enforceable by the Association, and, in an appropriate case, an aggrieved Lot Owner.

15. MAINTENANCE.

The Association shall maintain, keep in good repair and, in the Board's discretion, improve the Common Property. This maintenance shall include, without limitation, maintenance, repair and replacement, subject to any insurance then in effect, of all structures, landscaping grass areas, paving and other improvements situated on the Common Property. The Association shall have the right, but not the obligation, to maintain other property not owned by the Association where the Board has determined that such maintenance would benefit all Owners.

16. GENERAL PROVISIONS.

(a) Security. The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety on the Common Property; however, each Member, for himself or herself and his or her tenants, 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 the Common Property. It shall be the responsibility of each Member to protect his or her person and property and all responsibility to provide security shall lie solely with each Member. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

(b) No Discrimination. No action shall be taken by the Association or the Board of Directors which would unlawfully discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status or handicap.

(c) Indemnification. The Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and 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. 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. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

(d) Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the By-Laws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

17. PREPARER.

This Declaration was prepared by George E. Nowack, Jr., Weissman, Nowack, Curry & Wilco, P.C., Two Midtown Plaza, 15th Floor, 1349 West Peachtree Street, Atlanta, Georgia 30309.

IN WITNESS WHEREOF, the undersigned Lot Owners at Woodfield, by execution of the Consents attached hereto as Exhibit "A," do hereby submit the Property described in Exhibit "A" hereto to the terms of this Declaration and to Permanent Membership in the Woodfield Community Association, Inc., and, further, the undersigned officers of the Woodfield Community Association, Inc., hereby certify that this Declaration was duly adopted by and consented to by the required majority of Lot Owners and by the Board of Directors of the Association.

[SIGNATURES ON NEXT PAGE]

This _____ day of _____, 19____.

WOODFIELD COMMUNITY ASSOCIATION, INC.

By: President

Attest: Secretary

[CORPORATE SEAL]

Sworn to and subscribed to
before me this _____ day of
_____, 199____.

Witness

Notary Public

[NOTARY SEAL]

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GEN - November 7, 2005

EXHIBIT "A"

Property Initially Submitted

Consents

The property initially submitted to the terms and conditions of the Declaration shall be: (1) those Lots, as defined in the Declaration, for which the Owner of the Lot has executed a Consent Form consenting to and submitting the Lot to Permanent Membership; and (2) the Common Property, more particularly described in Exhibit "B" attached hereto and incorporated herein by reference.

The Consent Forms executed by Owners submitting their Lots to the Declaration are attached hereto and incorporated herein by reference.

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

DOCKET NUMBER : 972650485
CONTROL NUMBER: 7809841
EFFECTIVE DATE: 09/10/1997
REFERENCE : 0086
PRINT DATE : 09/22/1997
FORM NUMBER : 611

WEISSMAN, NOWACK, CURRY & WILCO
YVONNE VAIL
1349 W. PEACHTREE STREET/15TH FL
ATLANTA GA 30309

CERTIFICATE OF NAME CHANGE AMENDMENT

I, Lewis A. Massey, the Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby certify under the seal of my office that

**WOODFIELD COMMUNITY CLUB, INC.
A DOMESTIC NONPROFIT CORPORATION**

has filed articles of amendment in the office of the Secretary of State changing its name to

WOODFIELD COMMUNITY ASSOCIATION, INC.

and has paid the required fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said articles of amendment.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



Lewis A. Massey
LEWIS A. MASSEY
SECRETARY OF STATE

STATE OF GEORGIA
COUNTY OF FULTON

ARTICLES OF AMENDMENT FOR
WOODFIELD COMMUNITY CLUB, INC.

1.

Woodfield Community Club, Inc. ("Club") is amending its Articles of Incorporation for the purpose of changing its name to Woodfield Community Association, Inc.

2.

This amendment was adopted unanimously by the Board of Directors pursuant to O.C.G.A. § 14-3-1003(1)(D). Approval of the members of the Association was not required.

3.

A request for publication of a Notice of Intent to File Articles of Amendment to change the name of the corporation and payment therefor have been submitted to the Fulton County Daily Report as required by O.C.G.A. § 14-3-1005.1(b).

4.

The Articles of Incorporation are hereby amended to change the name of the corporation to:

WOODFIELD COMMUNITY ASSOCIATION, INC.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed by its duly authorized officers.

This 10 day of June, 1997

WOODFIELD COMMUNITY CLUB, INC.

By: [Signature]
President

Attest: [Signature]
Secretary

Sworn to and subscribed
before me on this the 10
day of June, 1997.

[Signature]
Notary Public
My Commission Expires:
Notary Public, Fulton County, Georgia
My Commission Expires March 6, 2001

f:\user\docs\art\inc\woodfiel.amd

SECRETARY OF STATE
SEP 10 3 32 PM '97
BSR (4)

Return to: Weissman, Nowack, Curry & Wilco, P.C.
Two Midtown Plaza, 15th Floor
1349 West Peachtree Street
Atlanta, Georgia 30309

STATE OF GEORGIA
COUNTY OF FULTON

GEORGIA, FULTON COUNTY
FILED AND RECORDED
1997 OCT 31 AM 8:30
JUANITA HIGGS
CLERK, SUPERIOR COURT

**DECLARATION OF ADDITIONAL PROTECTIVE COVENANTS
AND PERMANENT MEMBERSHIP FOR WOODFIELD COMMUNITY ASSOCIATION**

WHEREAS, the lot owners at Woodfield Subdivision in Fulton County, Georgia, whose Consents are attached hereto as Exhibit "A" and incorporated herein by reference, are the owners of that certain real property described in such Consents (the "Property") and desire to subject the Property to the terms and provisions of this Declaration of Additional Protective Covenants and Permanent Membership for Woodfield ("Declaration") and to hereby subject the Property to permanent mandatory membership in the Woodfield Community Association, Inc. ("Association"); and

WHEREAS, the undersigned officers of the Association desire to approve this Declaration and permanent mandatory membership in the Association on behalf of the Association;

NOW, THEREFORE, the undersigned officers of the Association, and all lot owners whose Consents are attached hereto as Exhibit "A," hereby declare that all of the Property described in Exhibit "A" shall be held, sold and conveyed subject to this Declaration, which is for the purpose of enhancing and protecting the desirability and attractiveness of, and which shall run with, the Property, and be binding on all parties having any right, title or interest in the Property or any part thereof, and shall, subject to all limitations herein provided, inure to the benefit of each owner of any portion of the Property, his heirs, grantees, distributions, successors and assigns and to the benefit of the Association:

BOOK 234-270-069

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

- TABLE OF CONTENTS -

	<u>Page</u>
1. NAME AND LOCATION	1
2. DEFINITIONS	1
3. EFFECTIVE DATE	2
4. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS	3
5. ASSESSMENTS	3
6. MORTGAGEE'S RIGHTS	6
7. ASSOCIATION RIGHTS AND RESTRICTIONS	7
8. INSURANCE	8
9. REPAIR AND RECONSTRUCTION	8
10. USE RESTRICTIONS	9
11. SEVERABILITY	10
12. DURATION	10
13. AMENDMENT	10
14. RESTRICTIVE COVENANTS	10
15. MAINTENANCE	10
16. GENERAL PROVISIONS	10
17. PREPARER	11

- LIST OF EXHIBITS -

DESCRIPTION OF SUBMITTED PROPERTY FOR PERMANENT MEMBERSHIP	"A"
MODEL CONSENT FORM FOR PERMANENT MEMBERSHIP.	"B"
DESCRIPTION OF COMMON PROPERTY	"C"

BOOK 23447 PG 070

DECLARATION OF ADDITIONAL PROTECTIVE COVENANTS
AND PERMANENT MEMBERSHIP FOR WOODFIELD COMMUNITY

1. NAME AND LOCATION.

The name of the property is Woodfield Community, which property is a residential property owners development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982). The property is located in Land Lots 665, 666 and 676 of the 1st District of Fulton County.

2. DEFINITIONS.

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

(a) Act means the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as may be amended from time to time.

(b) Additional Property means all those Lots shown on the Woodfield Community Plats, which are not submitted hereto by written consent recorded with this Declaration. Such Lots, upon execution and recording of a consent by the Lot Owner in accordance with the terms of this Declaration, shall become a portion of the Property.

(c) Association means Woodfield Community Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

(d) Board or Board of Directors means the elected body responsible for management and operation of the Association.

(e) By-Laws mean the By-Laws of Woodfield Community Association, Inc. Attached as Exhibit "C".

(f) Common Expenses mean the expenses anticipated or actually incurred by the Association in maintaining, repairing, replacing, improving, insuring, managing and operating the Common Property and Property and otherwise for the benefit of the Association and the Members.

(g) Common Property means all property owned, maintained or operated by the Association for the common benefit of the Members, including playground area, tennis courts, swimming pool, club house, parking areas, and facilities, shrubbery and landscaping associated with such areas as described in Exhibit "B".

(h) Eligible Mortgage Holder means a holder of a First Mortgage secured by a Lot, which Lot is a portion of the Property, who has requested notice of certain items as set forth herein.

(i) Lot means a portion of the Woodfield Subdivision which is intended for ownership and use as a single-family dwelling site.

(j) Mortgage means any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation, including, but not limited to, a transfer or conveyance of fee title for such purpose.

(k) Mortgagee or Mortgage Holder means the holder of any Mortgage.

(l) Non-Residential Member means a member of the Association who does not own a Lot, but who is entitled to use the Woodfield recreational facilities.

(m) Owner means the record title holder of a Lot within the Property, but shall not include a Mortgage Holder on the Lot.

(n) Permanent Member or Member means a Lot Owner whose Lot has been subjected to Permanent Membership in the Association by written consent recorded in the Fulton County, Georgia land records, as provided in Paragraph 4 hereof, and which Lot therefore is a portion of the Property.

(o) Permanent Member Lot means a Lot subjected to Permanent Membership in the Association hereunder.

(p) Permanent Membership means a membership in the Association which is permanent and mandatory and which cannot be separated from a Lot, but rather is appurtenant to and runs with title to a Lot by virtue of a written consent, recorded in the Fulton County, Georgia land records as provided in Paragraph 3 hereof.

(q) Person means any individual, corporation, firm, association, partnership, trust, or other legal entity.

(r) Property means that real estate which is submitted to the provisions of this Declaration, as described in Exhibit "A" attached hereto and incorporated herein by reference, or which is submitted to the terms hereof after the recording of this Declaration by a recorded written Owner consent, in accordance with the terms of this Declaration. By recordation of this Declaration, the Common Property is hereby submitted to this Declaration and the Act and shall be deemed a part of the Property.

(s) Woodfield Subdivision means that property described on those plats ("Plats") for Woodfield recorded in Plat Book 113, Page 99, Plat Book 114, Page 99, Plat Book 115, Page 114, Plat Book 117, Page 14, Plat Book 117, Page 109, Plat Book 118, Page 34, Plat Book 123, Page 57, Plat Book 123, Page 58, Plat Book 121, Page 6, Plat Book 121, Page 7, Plat Book 125, Page 15, Plat Book 125, Page 18, Plat Book 128, Page 6, Fulton County, Georgia records, as may be amended or supplemented from time to time. The plats are incorporated herein by this reference.

3. EFFECTIVE DATE.

Owners may submit their Lots to the terms of this Declaration without payment of an initiation fee during the Enrollment Period, which period shall close ninety (90) days after sixty (60) members have executed consents as provided for above. This Declaration shall not be effective, whether or not it is recorded, until and unless: (a) at least sixty (60) Owners have executed one or more written consents, which consents are substantially in the form of the Consent attached hereto as Exhibit "B" and incorporated herein by this reference, (b) this Declaration and such Consents have been recorded in the Fulton County, Georgia land records, which shall be no later than ninety (90) days after the end of the Enrollment Period, and (c) two Association officers have executed the final page hereof certifying that the minimum number of required Consents have been obtained. Additional Consents, by Owners of Lots within the Additional Property, may be recorded at any time subsequent to the recording of this Declaration, subject to the terms of this Declaration. Consents shall be valid only if executed by at least one officer of the Association and recorded by the Association.

4. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.

(a) Membership.

i) Permanent Members. Each Person who is the record owner of a fee or undivided fee interest in any Lot subjected to this Declaration, and whose Lot is submitted to Permanent Membership in the Association by written consent recorded in the Fulton County, Georgia land records, shall be a Permanent Member of the Association and shall be entitled to use of all Common Property of the Association and shall be entitled to vote as set forth herein and in the By-Laws of the Association. Permanent Membership shall be appurtenant to and may not be separated from ownership of any such Permanent Membership Lot.

ii) Non-Residential Members. Membership or yearly use passes for the recreational facilities also may be offered in the discretion of the Board to non-residents. Non-Residential Membership or use passes shall be contingent upon payment of dues established by the Board and compliance with the Declaration, By-Laws and rules and regulations of the Association.

The foregoing definitions of membership are not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate an Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot owned. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the By-Laws. Any rights and privileges of membership, including the right to vote and to hold office, may be exercised by a Member or the Member's spouse, but in no event shall more than one (1) vote be cast nor office held for each Lot owned.

(b) Voting. All Permanent Members in good standing shall be entitled to one (1) equal vote for each Lot owned. When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners determine among themselves and advise the Secretary prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one (1) Person seeks to exercise it.

5. ASSESSMENTS.

(a) General. The Association shall have the power to levy assessments or dues against all Members as provided herein and in the By-Laws. The assessments for Common Expenses provided for herein shall be used for the general purposes of maintaining, repairing, replacing, insuring, managing, operating and, in the Board's discretion, improving the Common Property, otherwise operating the Property, enforcing this Declaration and other covenants upon the Property, paying for utility services serving the Common Property, maintaining a reserve fund for future Common Property maintenance, repairs or improvements, and promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Lots in the Property and the Members, as may be more specifically authorized from time to time by the Board. Except as otherwise provided herein, each Permanent Member Lot is hereby allocated equal liability for Common Expenses, which need not be equal with that of Non-Residential Members.

(b) Permanent Members: Creation of the Lien and Personal Obligation For Assessments. Each Owner of a Permanent Member Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments (dues) or charges; (ii) special assessments, such assessments to be established and collected as hereinafter provided; and (iii) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred, in the maximum amount permitted under the Act, shall be a charge on such Permanent Member Lot and shall be a continuing lien upon the Lot against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. Each Owner of a Permanent Member Lot and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include acceleration of any unpaid portion of any annual or special assessment for delinquent Owners upon ten (10) days written notice.

The lien provided for herein shall have priority as set forth in the Act. The sale or transfer of any Lot pursuant to foreclosure of a first Mortgage shall extinguish the lien for assessments as to payments coming due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter coming due or from the lien thereof. No Permanent Member may exempt himself or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever.

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

i) If the annual assessments or any part or installment thereof is not paid in full within thirty (30) days of the due date, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid may be imposed without further notice or warning to the delinquent Member, and interest at the highest rate permitted under the Act shall accrue from the due date.

ii) For Owners whose Lots are subjected to Permanent Membership in the Association, the Association, acting through the Board, may suspend the Owner's right to use the Common Property if the amounts remain unpaid for more than thirty (30) days, and institute suit to collect all amounts due pursuant to the provisions of the Declaration, the By-Laws, and the Act, if the amounts remain unpaid for more than sixty (60) days.

iii) For Non-Residential Members, if assessments or other charges, or any part thereof, remain unpaid more than thirty (30) days, the Association may revoke such Member's membership in the Association upon ten (10) days written notice.

iv) If part payment of assessments and related charges is made, the amount received shall be applied first to costs and attorneys fees, as applicable, and then, in order, to late charges, interest, delinquent assessments, and current assessments.

(d) Maximum Assessments; Computation of Operating Budget and Assessment.

i) Permanent Member Assessment. The annual assessment shall be established pursuant to a budget created and adopted by the Board, covering the estimated costs of maintaining and operating the Common Property during the coming year. The budget and notice of assessment shall be sent or delivered to each Member at least thirty (30) days prior to the due date of the annual assessment. The budget shall include amounts to cover anticipated Common Expenses of operating, maintaining, repairing, improving and managing all of the Common Property, including insurance, legal, accounting and other professional fees, landscaping costs, and a reserve or capital contribution related to maintenance, repair, improvement and operation of the Common Property. The budget may reflect anticipated income to be received from Non-Residential Members, and the Permanent Member assessment shall be determined from the budget

prepared by the Board. The maximum annual assessment for Permanent Members shall not exceed \$500.00 for the first year after the recording of this Declaration, and shall not increase by more than ten (10%) percent per year above the previous year's annual assessment without the approval of a majority of the eligible Members who are voting in person or by proxy at a duly called Association meeting, or by ballot. Notwithstanding anything to the contrary herein, if a Permanent Member transfers a Lot to another Permanent Member, there shall be no refund of the annual assessment and the purchaser and seller may allocate the annual assessment among themselves in a manner which they shall determine.

If the Board proposes a budget with an annual assessment more than ten (10%) percent greater than the previous year's assessment, and the Membership disapproves the proposed budget, or if the Board fails for any reason so to determine the budget for the succeeding year, then, until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. However, the Board may propose a new budget at any time during the year by causing the proposed budget and assessment to be delivered to the Members in accordance with the procedure set forth here.

The Board of Directors shall not spend ten percent (10%) more than the budget without approval of a majority of the eligible Members present in person or by proxy at a duly called meeting.

ii) Non-Residential Member Assessment. The Board also shall establish the annual assessment chargeable to Non-Residential Members, which shall contribute to the Common Expenses of the Association. The maximum annual assessment for Non-Residential Members shall not exceed \$500.00 for the first year after recording this Declaration. The annual assessment for Non-Residential Members shall be set by the Board. The Board shall cause the budget and notice of the assessments to be levied against each Non-Residential Member for the following year to be delivered to each Non-Residential Member as provided in subparagraph (d)(i) above. Each Non-Residential Member shall be personally liable for all assessments, as well as for any Common Expenses occasioned by the conduct of such Member or such Member's guests or invitees.

(e) Initiation Fee. Subsequent to the Enrollment Period, the Board, in its discretion, may require a non-refundable initiation fee in order to become a Permanent Member, not to exceed \$2,000.00.

(f) Special Assessments. In addition to the annual assessment provided for above, the Board may at any time levy a special assessment for any purpose against all Members, notice of which shall be sent to all Members; provided, however, prior to becoming effective, any special assessment first shall be approved by the affirmative vote of at least two-thirds (2/3) of eligible Members present or represented by proxy at a duly called meeting, notice of which shall specify that purpose, or by ballot specifying that purpose.

(g) Capital Budget and Reserve Contribution. As part of the annual budget and assessment, the Board may fix and establish an annual reserve or capital contribution, in an amount sufficient to permit meeting the projected capital and future needs of the Association.

(h) Statement of Account. Any Owner, Mortgage holder, or a Person having executed a contract for the purchase of a Permanent Member Lot, or a lender considering a loan to be secured by a Permanent Member Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a Permanent Member Lot. The Association shall respond in writing within five (5) days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten (\$10.00) dollars, or such higher amount as authorized by the

Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein.

(i) Specific Assessments. In the discretion of the Board, any Association Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the licensees or invitees of any such Lot or Lots, including but not limited to reasonable attorneys fees actually incurred by the Association, may be specially assessed against such Lot or Lots. Failure of the Board to exercise its authority under this Paragraph shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority under this Paragraph in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Paragraph.

6. MORTGAGEE'S RIGHTS

(a) Mortgagee Approval of Actions. Unless at least two-thirds (2/3) of either the holders of first Mortgages on Permanent Member Lots or the Permanent Member Lot Owners give their consent, the Association shall not:

i) by act or omission seek to abandon or terminate the Property or the Association;

ii) change the pro rata interest or obligations of any individual Permanent Member Lot for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards;

iii) partition or subdivide any Lot;

iv) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Property (the granting of utility or public easements or rights-of-way shall not be deemed a transfer within the meaning of this provision); or

v) use hazard insurance proceeds for losses to any portion of the Common Property for other than the repair, replacement, or reconstruction of such portion of the Common Property.

This provision shall not apply to prevent Owners from partitioning, subdividing or relocating boundaries of their Lots, if done in compliance with all recorded restrictions or covenants affecting the Lots and with applicable Fulton County, Georgia zoning and other requirements.

(b) Mortgagee Assessments Upon Foreclosure of Permanent Member Lot. Where the Mortgagee holding a first Mortgage of record on a Permanent Member Lot or other purchaser of a Permanent Member Lot obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Lot which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Permanent Member Lots, including such acquirer, its successors and assigns. Additionally, such acquirer shall be responsible for all charges accruing subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passed.

(c) Mortgagee Notices. Upon written request to the Association, identifying the name and address of the holder and the Lot number or address, any Eligible Mortgage Holder of a Permanent Member Lot will be entitled to timely written notice of:

i) any condemnation loss or any casualty loss which affects a material portion of the Common Property or any Lot on which there is a first Mortgage held by such Eligible Mortgage Holder;

ii) any delinquency in the payment of assessments or charges owed by an Owner of a Permanent Member Lot subject to a first Mortgage held by such Eligible Mortgage Holder which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Lot Owner of any other obligation under the Declaration or By-Laws which is not cured within sixty (60) days;

iii) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or

iv) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders, as specified herein.

(d) Any holder of a first Mortgage on a Permanent Member Lot shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting.

7. ASSOCIATION RIGHTS AND RESTRICTIONS.

The Association, acting through its Board of Directors, shall have the right and authority, in addition to all other rights it may have:

(a) to make and to enforce reasonable rules and regulations governing the use of the Property and Common Property;

(b) to enforce the provision of this Declaration and the By-Laws and rules and regulations concerning the Property and Common Property, by imposing reasonable monetary fines, suspending use and voting privileges of Permanent Members (as provided herein and in Section 44-3-223 of the Act), suspending or revoking Memberships of Non-Residential Members, using any other legal or equitable means, including self-help, and any other available legal or equitable means. These powers, however, shall not limit any other legal means of enforcing the Declaration, Bylaws and rules and regulations by either the Association or, in an appropriate case, by an aggrieved Owner. Any fines imposed against a Permanent Member shall be considered an assessment against a Permanent Member's Lot;

(c) to grant permits, licenses, utility easements, and other easements, permits, public rights-of-way or licenses necessary for the proper maintenance or operation of the Common Property under, through, or over the Common Property, as may be reasonably necessary to or desirable for the ongoing development and operation of the Common Property;

(d) to control, manage, operate, maintain, replace and, in the Board's discretion, improve all portions of the Common Property in accordance with the Declaration and By-Laws;

(e) to deal with the Common Property in the event of damage or destruction as a result of casualty loss, condemnation or eminent domain, in accordance with the provisions of this Declaration;

(f) to represent the Members in dealing with governmental entities involving the Common Property;

(g) to acquire, hold and dispose of tangible and intangible personal property and real property.

8. INSURANCE.

(a) The Association's Board or its duly authorized agent shall have the authority to and, if reasonably available, shall obtain insurance for all insurable improvements on the Common Property. This insurance shall include fire and extended coverage, including coverage for vandalism and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

(b) The Board shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its Members or agents in their capacities as such, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million (\$1,000,000.00) Dollars.

(c) Premiums for all insurance obtained by the Association shall be a Common Expense of the Association. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

(d) All such insurance coverage obtained by the Board shall be written in the name of the Association, as trustee, for the benefit of the Association and its members.

(e) The Board, in its reasonable discretion, also may maintain as a Common Expense a fidelity bond or similar coverage on directors, officers, employees or other Persons handling or responsible for the Association's funds, in an amount determined in the Board's business judgment.

9. REPAIR AND RECONSTRUCTION.

In the event of damage to or destruction of all or any part of the Common Property as a result of fire or other casualty, unless eighty (80%) percent of the Members vote not to proceed with the reconstruction and repair of the structure, the Board or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure. In the event of substantial damage or destruction, Eligible Mortgage Holders on a Permanent Member Lot shall be entitled to written notice of the damage.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to the Common Property, the Board shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures thereon to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary.

(b) Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, a special assessment shall be made against all of the Permanent Members without the necessity of a vote of the Permanent Members or compliance with Paragraph 5(f) above. Special assessments chargeable to Non-Residential Members shall be one hundred and fifty (150%) percent of the special assessment chargeable to Permanent Members. If after repair and reconstruction is completed there is a surplus of funds, such funds shall be common funds of the Association to be used as directed by the Board.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Common Property was originally constructed, except where changes are necessary to comply with current applicable building codes.

(d) Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against Members on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Paragraph to be disbursed by the Association in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Board.

10. USE RESTRICTIONS.

Any covenants, conditions or restrictions, including, but not limited to those use restrictions which existed prior to the recording of this Declaration and the ability to enforce such restrictions, by any Person, shall not be altered, amended or affected by this Declaration. All Persons entitled to enforce such restrictions shall be entitled to continue to do so.

Each Member shall be responsible for ensuring that the Owner's family, guests, tenants and occupants comply with all provisions of this Declaration, the By-Laws and the rules and regulations of the Association. In addition to any rights the Association may have against the Member's family, guests, tenants or occupants, the Association may take action under this Declaration against the Member as if the Member committed the violation in conjunction with the Member's family, guests, tenants or occupants.

Use restrictions regarding use of the Property and Common Property are as follows and also as may be adopted by the Board in rules and regulations and as specified in the By-Laws:

(a) Use of Common Property. There shall be no obstruction of the Common Property, nor shall anything be kept, parked or stored on any part of the Common Property without prior written Board consent, except as specifically provided herein or in the Association's rules and regulations.

With prior written Board approval, and subject to any restrictions imposed by the Board, a Member or Members may reserve portions of the Common Property for use for a period of time as set by the Board. Any such Member or Members who reserve a portion of the Common Property hereunder shall assume, on behalf of himself/herself/themselves and his/her/their guests, occupants and family, all risks associated with the use of the Common Property and all liability for any damage or injury to any person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees.

(b) Prohibition of Damage, Nuisance and Noise. Noxious, destructive or offensive activity shall not be carried on upon the Property or Common Property. Each Member shall refrain from any act or use of the Property or Common Property which could reasonably cause embarrassment, discomfort, nuisance or annoyance to other Members or their guests, tenants or invitees. No Member may use or allow the use of the Property or Common Property in any way or for any purpose which may endanger the health or unreasonably annoy or disturb other Members, their guests, tenants or invitees or in such a way as to constitute, in the Board's sole opinion, a nuisance. Nothing herein, however, shall be construed to affect the rights of an aggrieved Member to proceed individually for relief from interference with his or her property or personal rights.

11. SEVERABILITY.

Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise shall in no way affect the application of such provision to other circumstances or affect any other provision(s), which shall remain in full force and effect.

12. DURATION.

The covenants and restrictions of this Declaration shall run with and bind the Property perpetually to the extent provided in the Act. Notwithstanding anything to the contrary herein, neither the foreclosure of Mortgages on one or more Permanent Member Lots subsequent to the recording of this Declaration, nor the fact that, as a result of such foreclosure(s), there are less than one sixty (60) Permanent Members at any time, shall affect the validity and enforceability of this Declaration as to all other Lots submitted hereto.

13. AMENDMENT.

This Declaration may be amended with the affirmative vote, written consent, or any combination thereof, of the Permanent Members holding at least two-thirds (2/3) of the total eligible vote of the Association. Notice of a meeting, if any, for consideration of any amendment hereto shall state the fact of consideration and subject matter of such proposed amendment. Any such amendment shall be certified by the President and Secretary of the Association and recorded in the Fulton County, Georgia land records.

14. RESTRICTIVE COVENANTS.

A Declaration of Covenants and Conditions for the Property, recorded on June 14, 1982, in Deed Book 8177, Page 215, et seq., Fulton County, Georgia Records, sets forth certain restrictive covenants applicable to the Property. Such covenants shall run to the benefit of, and be enforceable by the Association, and, in an appropriate case, an aggrieved Lot Owner.

15. MAINTENANCE.

The Association shall maintain, keep in good repair and, in the Board's discretion, improve the Common Property. This maintenance shall include, without limitation, maintenance, repair and replacement, subject to any insurance then in effect, of all structures, landscaping grass areas, paving and other improvements situated on the Common Property. The Association shall have the right, but not the obligation, to maintain other property not owned by the Association where the Board has determined that such maintenance would benefit all Owners.

16. GENERAL PROVISIONS.

(a) Security. The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety on the Common Property; however, each Member, for himself or herself and his or her tenants, 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 the Common Property. It shall be the responsibility of each Member to protect his or her person and property and all responsibility to provide security shall lie solely with each Member. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

(b) No Discrimination. No action shall be taken by the Association or the Board of Directors which would unlawfully discriminate against any person on

the basis of race, creed, color, national origin, religion, sex, familial status or handicap.

(c) Indemnification. The Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and 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. 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. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

(d) Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the By-Laws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

17. PREPARER.

This Declaration was prepared by George E. Nowack, Jr., Weissman, Nowack, Curry & Wilco, P.C., Two Midtown Plaza, 15th Floor, 1349 West Peachtree Street, Atlanta, Georgia 30309.

IN WITNESS WHEREOF, the undersigned Lot Owners at Woodfield, by execution of the Consents attached hereto as Exhibit "A," do hereby submit the Property described in Exhibit "A" hereto to the terms of this Declaration and to Permanent Membership in the Woodfield Community Association, Inc., and, further, the undersigned officers of the Woodfield Community Association, Inc., hereby certify that this Declaration was duly adopted by and consented to by the required majority of Lot Owners and by the Board of Directors of the Association.

[SIGNATURES ON NEXT PAGE]

This 9th day of Oct, 1997.

WOODFIELD COMMUNITY ASSOCIATION, INC.

By: [Signature]
President

Attest: [Signature]
Secretary

[CORPORATE SEAL]

Sworn to and subscribed to
before me this 9th day of
October, 1997.

[Signature]
Witness

[Signature]
Notary Public

[NOTARY SEAL]

Notary Public, Fulton County, Georgia
My Commission Expires March 4, 2001

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GEN - September 9, 1997

EXHIBIT "A"

Property Initially Submitted

Consents

The property initially submitted to the terms and conditions of the Declaration shall be: (1) those Lots, as defined in the Declaration, for which the Owner of the Lot has executed a Consent Form consenting to and submitting the Lot to Permanent Membership; and (2) the Common Property, more particularly described in Exhibit "B" attached hereto and incorporated herein by reference. The Consent Forms executed by Owners submitting their Lots to the Declaration are attached hereto and incorporated herein by reference.

EXHIBIT "B"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 676 of the 1st District, 2nd Section of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at the point of intersection of the northeasterly right-of-way line of Eves Circle (60-foot right-of-way) with the northwesterly right-of-way line of Fall Creek Trace (50-foot right-of-way); running thence in a northwesterly direction along the northeasterly right-of-way line of Eves Circle, and following the curvature thereof, a distance of 182.6 feet to the point of intersection of the northeasterly right-of-way line of Eves Circle with the easterly right-of-way line of Silver Pine Trail (50-foot right-of-way); thence leaving the northeasterly right-of-way line of Eves Circle and running in a northerly and northwesterly direction along the easterly right-of-way line of Silver Pine Trail, and following the curvature thereof, a distance of 200.8 feet to the point of intersection of the easterly right-of-way line of Silver Pine Trail with the southeasterly right-of-way line of Green Elm Way (50-foot right-of-way); thence leaving the easterly right-of-way line of Silver Pine Trail and running in a northeasterly direction along the southeasterly right-of-way line of Green Elm Way a distance of 103.0 feet to a point; running thence in an easterly and northeasterly direction along the southerly and southeasterly right-of-way line of Green Elm Way a distance of 100.0 feet to a point, said point being located on the southwesterly corner of Lot 28, in Block A of Unit One of the Subdivision of Woodfield at Martin's Landing, as per plat recorded in Plat Book 114, page 99, Fulton County, Georgia records; running thence in a southeasterly direction along the southwesterly line of said Lot 28 a distance of 150.0 feet to a point located at the corner common to Lots 21, 22 and 28, said Block and Subdivision; running thence in a southwesterly direction along the northwesterly boundary line of said Lot 22 a distance of 70.0 feet to a point located on the westerly corner of said Lot 22; running thence in a southeasterly direction along the southwesterly boundary line of said Lot 22 a distance of 125.7 feet to a point on the northwesterly right-of-way line of Fall Creek Trace; running thence in a southwesterly direction along the northwesterly right-of-way line of Fall Creek Trace and following the curvature thereof a distance of 215.0 feet to a point, said point being the POINT OF BEGINNING; containing approximately 1.72 acres and designated as "Recreation Area" on Subdivision Plat of Unit One, Woodfield at Martin's Landing, prepared by Watts & Browning-Engl's., certified by H. E. Watts, Georgia Registered Land Surveyor No. 1734, dated July 21, 1978, last revised September 16, 1980.

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BOOK 23447 PG 084

DUPLICATE



OFFICE OF SECRETARY OF STATE

*I, Ben W. Torkson, Jr., Secretary of State of the
State of Georgia, do hereby certify that*

"WOODFIELD COMMUNITY CLUB, INC."

has been duly incorporated under the laws of the State of Georgia on the 29th
day of September, 1978, 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, in the Capitol in the City of
Atlanta, this 2nd day of October, in the year
of our Lord One Thousand Nine Hundred and Seventy
Eight, and in the Independence of the United States
of America the Two Hundred and Thirtieth.

Ben W. Torkson, Jr.

SECRETARY OF STATE, EX OFFICIO CLERK OF THE
LEGISLATIVE ASSEMBLY OF THE STATE OF GEORGIA

Secretary of State
Business Information and Services
Suite 315, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530

DOCKET NUMBER : 951860314
CONTROL NUMBER : 7809841
DATE INC/AUTH/FILED: 09/29/1978
JURISDICTION : GEORGIA
PRINT DATE : 07/05/1995
FORM NUMBER : 215

DAVID DOROUGH
6000 LAKE FOREST DRIVE SUITE 300
ATLANTA GA 30328

CERTIFIED COPY

I, **MAX CLELAND**, 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

WOODFIELD COMMUNITY CLUB, INC.
A DOMESTIC NONPROFIT CORPORATION

Said entity was formed in the jurisdiction set forth above and has filed in the office of the Secretary of State on the date set forth above the original document of which copies are attached.

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



CORPORATIONS
656-2817

Max Cleland

MAX CLELAND
SECRETARY OF STATE

CORPORATIONS HOT LINE
404-656-2222
Outside Metro-Atlanta

WOODFIELD COMMUNITY CLUB, INC.

The Articles of Incorporation of WOODFIELD COMMUNITY CLUB, INC., a nonprofit corporation organized pursuant to the applicable provisions of the Georgia Nonprofit Corporation Code, are as follows:

I

The name of the Corporation is WOODFIELD COMMUNITY CLUB, INC.

11

The Corporation is organized pursuant to the provisions of the Georgia Nonprofit Corporation Code.

11

The Corporation shall have perpetual duration.

19

The Corporation is organized to acquire, own, construct, install, use, operate, maintain, manage and regulate certain club, recreational, educational, amusement and athletic facilities, properties and equipment, within that certain residential subdivision located in Fulton County and presently known as Woodfield upon property described in Exhibit "A" attached hereto and by this reference made a part hereof, and any additions thereto, expanding the number of lots in said subdivision; to organize, regulate and/or conduct recreational, educational, amusement, athletic and other activities and events; to fix and collect initiation fees, annual dues and special assessments to be levied against and with respect to the lots located in Woodfield, which assessments shall be the personal obligation of the Owners thereof, to enforce any and all regulations, restrictions and agreements applicable to any properties within its jurisdiction; to buy, hold, lease, sell, rent, manage and otherwise deal

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SEP 25 4 22 PM '72
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

in properties of every kind and description, whether real or personal, so long as such activity promotes the purposes for which the Corporation is organized; to compensate its officers or employees; to borrow money, issue bonds, promissory notes and other obligations and evidences of indebtedness, and to secure the same by mortgage, deed, security deed, pledge or otherwise; and, insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote, directly or indirectly, the recreation, health, safety or welfare of or be for the common benefit and enjoyment of its members or be necessary, proper, useful or incidental to the carrying out of the functions for which the Corporation is organized.

V.

The Corporation shall have all those general powers specified in Sections 22-2202(a) and (b) of the Georgia Nonprofit Corporation Code, including the power (1) to do everything necessary, proper, advisable or convenient for the accomplishment of any of the purposes herein set forth and to do every other act and thing incidental thereto or connected therewith, provided the same not be forbidden by the laws of the State of Georgia; and (2) to exercise and enjoy all other powers, rights, and privileges granted to corporations formed under the Georgia Nonprofit Corporation Code and all of the powers conferred upon such corporations by the laws of the State of Georgia, as in force from time to time, or which may be conferred by all acts heretofore or hereafter mandatory of or supplemental to said laws.

VI.

The Corporation is formed exclusively for purposes for which a corporation may be organized under the Georgia Nonprofit Corporation Code and not for pecuniary gain or profit. No part of the assets, income, or profit of the Corporation shall be distributable to, or inure to the

benefit of, its directors, officers or members except to the extent permitted under the Georgia Nonprofit Corporation Code.

VII.

The affairs of the Corporation shall be managed by a Board of Directors. The method of election, number, qualification requirements and term of office of the directors shall be as determined by the By-Laws of the Corporation.

VIII.

The initial registered office of the Corporation shall be located at 300 Interstate North, Atlanta, Georgia 30339. The initial registered agent of the Corporation at such address shall be Dowdell Brown, III.

IX.

The initial Board of Directors shall consist of three (3) members, whose names and corresponding addresses are:

Dowdell Brown, III	300 Interstate North Atlanta, Georgia 30339
John B. Gillespie	300 Interstate North Atlanta, Georgia 30339
Robert W. Cousins	300 Interstate North Atlanta, Georgia 30339

XI.

The Corporation may have more than one class of members, the designation of such classes and the qualifications and rights of the members of each class being such as shall be determined by the Board of Directors from time to time and set forth in the By-Laws of the Corporation.

XII.

The name and address of the incorporator are DAVID J. LAMBRECHT, 1400 Cadillac Building, Atlanta, Georgia 30303.

IN WITNESS WHEREOF, the undersigned executes these Articles of Incorporation.



DAVID J. LAMBRECHT
Incorporator

EXHIBIT A

2580674

ALL that tract or parcel of land lying and being in Land Lots 665, 666, and 676 of the 1st District, 2nd Section (formerly 22nd Section) and Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin found at the corner common to Land Lots 666, 667, 668 and 677; thence running north 89 degrees 38 minutes 36 seconds east along the south land lot line of Land Lot 666 a distance of 1463.69 feet to an iron pin, which iron pin is located at the corner common to Land Lots 666, 667, 675 and 676; thence running north 00 degrees 18 minutes 26 seconds west along the east land lot line of Land Lot 666 a distance of 1213.30 feet to an iron pin, which iron pin is found at the corner common to Land Lots 666, 667, 676 and 677; thence running 89 degrees 37 minutes 18 seconds east along the south land lot line of Land Lot 676 a distance of 990.76 feet to an iron pin, which iron pin is located at the intersection of the south land lot line of Land Lot 676 with the northwest right-of-way of Eves Road (which right-of-way is 60 feet 17 right-of-way of Eves Road and following the curvature thereof a distance of 240.10 feet to an iron pin located on the center line of a 30-foot easement known as Eves Circle (said curve having a chord distance of 239.37 feet on a magnetic bearing of north 31 degrees 40 minutes 42 seconds east); thence running northeasterly along the northwesterly right-of-way of Eves Road an iron pin, which iron pin is located at a distance of 373.12 feet to the northwest right-of-way of Eves Road with the east land lot line of Land Lot 676 (said curve having a chord distance of 376.76 feet on a magnetic bearing of north 31 degrees 43 minutes 31 seconds east); thence running north 00 degrees 34 minutes 05 seconds west along the east land lot line of Land Lot 676 a distance of 904.31 feet to an iron pin, which iron pin is located at the corner common to Land Lots 676, 677, 712 and 713; thence running south 89 degrees 30 minutes 37 seconds west along the north land lot line of Land Lot 676 a distance of 1341.79 feet to an iron pin, which iron pin is located at the corner common to Land Lots 676, 677, 666 and 665; thence running south 01 degree 14 minutes 50 seconds east along the west land lot line of Land Lot 676 a distance of 990.76 feet to an iron pin, which iron pin is located on the center line of a 30-foot easement known as Eves Circle; thence running south 01 degree 14 minutes 50 seconds east along the west land lot line of Land Lot 676 a distance of 16.34 feet to an iron pin; thence running south 83 degrees 50 minutes 46 seconds west along the southeast side of a 30-foot easement known as Eves Circle a distance of 299.61 feet to an iron pin; thence running southeasterly along the southeast side of said Eves Circle and following the curvature thereof a distance of 250.47 feet to an iron pin (said curve having a chord distance of 250.22 feet along a magnetic bearing of south 59 degrees 33 minutes 18 seconds west); thence running south 33 degrees 15 minutes 32 seconds west along the southeast side of said Eves Circle a distance of 371.89 feet to an iron pin; thence running southeasterly along the southeast side of said Eves Circle an iron pin (said curve having a chord distance of 397.17 feet on a magnetic bearing of south 71 degrees 01 minute 12 seconds east); thence running south 88 degrees 46 minutes 33 seconds west along the south side of Eves Circle a distance of 332.01 feet to an iron pin, which iron pin is located at the intersection of the south side of Eves Circle with the west land lot line of Land Lot 666; thence running south 00 degrees 07 minutes 10 seconds west along the west land lot line of Land Lot 666 a distance of 1074.42 feet to an iron pin at the point of beginning, as per survey for Realty Research Corporation, by Casselle, White & Cook, Inc., dated August 23, 1971.

EXHIBIT A

BOOK 6721 PAGE 395

Return to: Weissman, Nowack, Curry & Wilco, P.C.
Two Midtown Plaza, 15th Floor
1349 West Peachtree Street
Atlanta, Georgia 30309

STATE OF GEORGIA
COUNTY OF FULTON

GEORGIA, FULTON COUNTY
FILED AND RECORDED
1997 OCT 31 AM 8:30
JUANITA HIGGS
CLERK, SUPERIOR COURT

**DECLARATION OF ADDITIONAL PROTECTIVE COVENANTS
AND PERMANENT MEMBERSHIP FOR WOODFIELD COMMUNITY ASSOCIATION**

WHEREAS, the lot owners at Woodfield Subdivision in Fulton County, Georgia, whose Consents are attached hereto as Exhibit "A" and incorporated herein by reference, are the owners of that certain real property described in such Consents (the "Property") and desire to subject the Property to the terms and provisions of this Declaration of Additional Protective Covenants and Permanent Membership for Woodfield ("Declaration") and to hereby subject the Property to permanent mandatory membership in the Woodfield Community Association, Inc. ("Association"); and

WHEREAS, the undersigned officers of the Association desire to approve this Declaration and permanent mandatory membership in the Association on behalf of the Association;

NOW, THEREFORE, the undersigned officers of the Association, and all lot owners whose Consents are attached hereto as Exhibit "A," hereby declare that all of the Property described in Exhibit "A" shall be held, sold and conveyed subject to this Declaration, which is for the purpose of enhancing and protecting the desirability and attractiveness of, and which shall run with, the Property, and be binding on all parties having any right, title or interest in the Property or any part thereof, and shall, subject to all limitations herein provided, inure to the benefit of each owner of any portion of the Property, his heirs, grantees, distributions, successors and assigns and to the benefit of the Association:

BOOK 234-270-069

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

- TABLE OF CONTENTS -

	<u>Page</u>
1. NAME AND LOCATION	1
2. DEFINITIONS	1
3. EFFECTIVE DATE	2
4. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS	3
5. ASSESSMENTS	3
6. MORTGAGEE'S RIGHTS	6
7. ASSOCIATION RIGHTS AND RESTRICTIONS	7
8. INSURANCE	8
9. REPAIR AND RECONSTRUCTION	8
10. USE RESTRICTIONS	9
11. SEVERABILITY	10
12. DURATION	10
13. AMENDMENT	10
14. RESTRICTIVE COVENANTS	10
15. MAINTENANCE	10
16. GENERAL PROVISIONS	10
17. PREPARER	11

- LIST OF EXHIBITS -

DESCRIPTION OF SUBMITTED PROPERTY FOR PERMANENT MEMBERSHIP	"A"
MODEL CONSENT FORM FOR PERMANENT MEMBERSHIP.	"B"
DESCRIPTION OF COMMON PROPERTY	"C"

BOOK 23447 PG 070

DECLARATION OF ADDITIONAL PROTECTIVE COVENANTS
AND PERMANENT MEMBERSHIP FOR WOODFIELD COMMUNITY

1. NAME AND LOCATION.

The name of the property is Woodfield Community, which property is a residential property owners development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982). The property is located in Land Lots 665, 666 and 676 of the 1st District of Fulton County.

2. DEFINITIONS.

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

(a) Act means the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as may be amended from time to time.

(b) Additional Property means all those Lots shown on the Woodfield Community Plats, which are not submitted hereto by written consent recorded with this Declaration. Such Lots, upon execution and recording of a consent by the Lot Owner in accordance with the terms of this Declaration, shall become a portion of the Property.

(c) Association means Woodfield Community Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

(d) Board or Board of Directors means the elected body responsible for management and operation of the Association.

(e) By-Laws mean the By-Laws of Woodfield Community Association, Inc. Attached as Exhibit "C".

(f) Common Expenses mean the expenses anticipated or actually incurred by the Association in maintaining, repairing, replacing, improving, insuring, managing and operating the Common Property and Property and otherwise for the benefit of the Association and the Members.

(g) Common Property means all property owned, maintained or operated by the Association for the common benefit of the Members, including playground area, tennis courts, swimming pool, club house, parking areas, and facilities, shrubbery and landscaping associated with such areas as described in Exhibit "B".

(h) Eligible Mortgage Holder means a holder of a First Mortgage secured by a Lot, which Lot is a portion of the Property, who has requested notice of certain items as set forth herein.

(i) Lot means a portion of the Woodfield Subdivision which is intended for ownership and use as a single-family dwelling site.

(j) Mortgage means any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation, including, but not limited to, a transfer or conveyance of fee title for such purpose.

(k) Mortgagee or Mortgage Holder means the holder of any Mortgage.

(l) Non-Residential Member means a member of the Association who does not own a Lot, but who is entitled to use the Woodfield recreational facilities.

(m) Owner means the record title holder of a Lot within the Property, but shall not include a Mortgage Holder on the Lot.

(n) Permanent Member or Member means a Lot Owner whose Lot has been subjected to Permanent Membership in the Association by written consent recorded in the Fulton County, Georgia land records, as provided in Paragraph 4 hereof, and which Lot therefore is a portion of the Property.

(o) Permanent Member Lot means a Lot subjected to Permanent Membership in the Association hereunder.

(p) Permanent Membership means a membership in the Association which is permanent and mandatory and which cannot be separated from a Lot, but rather is appurtenant to and runs with title to a Lot by virtue of a written consent, recorded in the Fulton County, Georgia land records as provided in Paragraph 3 hereof.

(q) Person means any individual, corporation, firm, association, partnership, trust, or other legal entity.

(r) Property means that real estate which is submitted to the provisions of this Declaration, as described in Exhibit "A" attached hereto and incorporated herein by reference, or which is submitted to the terms hereof after the recording of this Declaration by a recorded written Owner consent, in accordance with the terms of this Declaration. By recordation of this Declaration, the Common Property is hereby submitted to this Declaration and the Act and shall be deemed a part of the Property.

(s) Woodfield Subdivision means that property described on those plats ("Plats") for Woodfield recorded in Plat Book 113, Page 99, Plat Book 114, Page 99, Plat Book 115, Page 114, Plat Book 117, Page 14, Plat Book 117, Page 109, Plat Book 118, Page 34, Plat Book 123, Page 57, Plat Book 123, Page 58, Plat Book 121, Page 6, Plat Book 121, Page 7, Plat Book 125, Page 15, Plat Book 125, Page 18, Plat Book 128, Page 6, Fulton County, Georgia records, as may be amended or supplemented from time to time. The plats are incorporated herein by this reference.

3. EFFECTIVE DATE.

Owners may submit their Lots to the terms of this Declaration without payment of an initiation fee during the Enrollment Period, which period shall close ninety (90) days after sixty (60) members have executed consents as provided for above. This Declaration shall not be effective, whether or not it is recorded, until and unless: (a) at least sixty (60) Owners have executed one or more written consents, which consents are substantially in the form of the Consent attached hereto as Exhibit "B" and incorporated herein by this reference, (b) this Declaration and such Consents have been recorded in the Fulton County, Georgia land records, which shall be no later than ninety (90) days after the end of the Enrollment Period, and (c) two Association officers have executed the final page hereof certifying that the minimum number of required Consents have been obtained. Additional Consents, by Owners of Lots within the Additional Property, may be recorded at any time subsequent to the recording of this Declaration, subject to the terms of this Declaration. Consents shall be valid only if executed by at least one officer of the Association and recorded by the Association.

4. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.

(a) Membership.

i) Permanent Members. Each Person who is the record owner of a fee or undivided fee interest in any Lot subjected to this Declaration, and whose Lot is submitted to Permanent Membership in the Association by written consent recorded in the Fulton County, Georgia land records, shall be a Permanent Member of the Association and shall be entitled to use of all Common Property of the Association and shall be entitled to vote as set forth herein and in the By-Laws of the Association. Permanent Membership shall be appurtenant to and may not be separated from ownership of any such Permanent Membership Lot.

ii) Non-Residential Members. Membership or yearly use passes for the recreational facilities also may be offered in the discretion of the Board to non-residents. Non-Residential Membership or use passes shall be contingent upon payment of dues established by the Board and compliance with the Declaration, By-Laws and rules and regulations of the Association.

The foregoing definitions of membership are not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate an Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot owned. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the By-Laws. Any rights and privileges of membership, including the right to vote and to hold office, may be exercised by a Member or the Member's spouse, but in no event shall more than one (1) vote be cast nor office held for each Lot owned.

(b) Voting. All Permanent Members in good standing shall be entitled to one (1) equal vote for each Lot owned. When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners determine among themselves and advise the Secretary prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one (1) Person seeks to exercise it.

5. ASSESSMENTS.

(a) General. The Association shall have the power to levy assessments or dues against all Members as provided herein and in the By-Laws. The assessments for Common Expenses provided for herein shall be used for the general purposes of maintaining, repairing, replacing, insuring, managing, operating and, in the Board's discretion, improving the Common Property, otherwise operating the Property, enforcing this Declaration and other covenants upon the Property, paying for utility services serving the Common Property, maintaining a reserve fund for future Common Property maintenance, repairs or improvements, and promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Lots in the Property and the Members, as may be more specifically authorized from time to time by the Board. Except as otherwise provided herein, each Permanent Member Lot is hereby allocated equal liability for Common Expenses, which need not be equal with that of Non-Residential Members.

(b) Permanent Members: Creation of the Lien and Personal Obligation For Assessments. Each Owner of a Permanent Member Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments (dues) or charges; (ii) special assessments, such assessments to be established and collected as hereinafter provided; and (iii) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred, in the maximum amount permitted under the Act, shall be a charge on such Permanent Member Lot and shall be a continuing lien upon the Lot against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. Each Owner of a Permanent Member Lot and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include acceleration of any unpaid portion of any annual or special assessment for delinquent Owners upon ten (10) days written notice.

The lien provided for herein shall have priority as set forth in the Act. The sale or transfer of any Lot pursuant to foreclosure of a first Mortgage shall extinguish the lien for assessments as to payments coming due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter coming due or from the lien thereof. No Permanent Member may exempt himself or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever.

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

i) If the annual assessments or any part or installment thereof is not paid in full within thirty (30) days of the due date, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid may be imposed without further notice or warning to the delinquent Member, and interest at the highest rate permitted under the Act shall accrue from the due date.

ii) For Owners whose Lots are subjected to Permanent Membership in the Association, the Association, acting through the Board, may suspend the Owner's right to use the Common Property if the amounts remain unpaid for more than thirty (30) days, and institute suit to collect all amounts due pursuant to the provisions of the Declaration, the By-Laws, and the Act, if the amounts remain unpaid for more than sixty (60) days.

iii) For Non-Residential Members, if assessments or other charges, or any part thereof, remain unpaid more than thirty (30) days, the Association may revoke such Member's membership in the Association upon ten (10) days written notice.

iv) If part payment of assessments and related charges is made, the amount received shall be applied first to costs and attorneys fees, as applicable, and then, in order, to late charges, interest, delinquent assessments, and current assessments.

(d) Maximum Assessments; Computation of Operating Budget and Assessment.

i) Permanent Member Assessment. The annual assessment shall be established pursuant to a budget created and adopted by the Board, covering the estimated costs of maintaining and operating the Common Property during the coming year. The budget and notice of assessment shall be sent or delivered to each Member at least thirty (30) days prior to the due date of the annual assessment. The budget shall include amounts to cover anticipated Common Expenses of operating, maintaining, repairing, improving and managing all of the Common Property, including insurance, legal, accounting and other professional fees, landscaping costs, and a reserve or capital contribution related to maintenance, repair, improvement and operation of the Common Property. The budget may reflect anticipated income to be received from Non-Residential Members, and the Permanent Member assessment shall be determined from the budget

prepared by the Board. The maximum annual assessment for Permanent Members shall not exceed \$500.00 for the first year after the recording of this Declaration, and shall not increase by more than ten (10%) percent per year above the previous year's annual assessment without the approval of a majority of the eligible Members who are voting in person or by proxy at a duly called Association meeting, or by ballot. Notwithstanding anything to the contrary herein, if a Permanent Member transfers a Lot to another Permanent Member, there shall be no refund of the annual assessment and the purchaser and seller may allocate the annual assessment among themselves in a manner which they shall determine.

If the Board proposes a budget with an annual assessment more than ten (10%) percent greater than the previous year's assessment, and the Membership disapproves the proposed budget, or if the Board fails for any reason so to determine the budget for the succeeding year, then, until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. However, the Board may propose a new budget at any time during the year by causing the proposed budget and assessment to be delivered to the Members in accordance with the procedure set forth here.

The Board of Directors shall not spend ten percent (10%) more than the budget without approval of a majority of the eligible Members present in person or by proxy at a duly called meeting.

ii) Non-Residential Member Assessment. The Board also shall establish the annual assessment chargeable to Non-Residential Members, which shall contribute to the Common Expenses of the Association. The maximum annual assessment for Non-Residential Members shall not exceed \$500.00 for the first year after recording this Declaration. The annual assessment for Non-Residential Members shall be set by the Board. The Board shall cause the budget and notice of the assessments to be levied against each Non-Residential Member for the following year to be delivered to each Non-Residential Member as provided in subparagraph (d)(i) above. Each Non-Residential Member shall be personally liable for all assessments, as well as for any Common Expenses occasioned by the conduct of such Member or such Member's guests or invitees.

(e) Initiation Fee. Subsequent to the Enrollment Period, the Board, in its discretion, may require a non-refundable initiation fee in order to become a Permanent Member, not to exceed \$2,000.00.

(f) Special Assessments. In addition to the annual assessment provided for above, the Board may at any time levy a special assessment for any purpose against all Members, notice of which shall be sent to all Members; provided, however, prior to becoming effective, any special assessment first shall be approved by the affirmative vote of at least two-thirds (2/3) of eligible Members present or represented by proxy at a duly called meeting, notice of which shall specify that purpose, or by ballot specifying that purpose.

(g) Capital Budget and Reserve Contribution. As part of the annual budget and assessment, the Board may fix and establish an annual reserve or capital contribution, in an amount sufficient to permit meeting the projected capital and future needs of the Association.

(h) Statement of Account. Any Owner, Mortgage holder, or a Person having executed a contract for the purchase of a Permanent Member Lot, or a lender considering a loan to be secured by a Permanent Member Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a Permanent Member Lot. The Association shall respond in writing within five (5) days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten (\$10.00) dollars, or such higher amount as authorized by the

Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein.

(i) Specific Assessments. In the discretion of the Board, any Association Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the licensees or invitees of any such Lot or Lots, including but not limited to reasonable attorneys fees actually incurred by the Association, may be specially assessed against such Lot or Lots. Failure of the Board to exercise its authority under this Paragraph shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority under this Paragraph in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Paragraph.

6. MORTGAGEE'S RIGHTS

(a) Mortgagee Approval of Actions. Unless at least two-thirds (2/3) of either the holders of first Mortgages on Permanent Member Lots or the Permanent Member Lot Owners give their consent, the Association shall not:

i) by act or omission seek to abandon or terminate the Property or the Association;

ii) change the pro rata interest or obligations of any individual Permanent Member Lot for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards;

iii) partition or subdivide any Lot;

iv) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Property (the granting of utility or public easements or rights-of-way shall not be deemed a transfer within the meaning of this provision); or

v) use hazard insurance proceeds for losses to any portion of the Common Property for other than the repair, replacement, or reconstruction of such portion of the Common Property.

This provision shall not apply to prevent Owners from partitioning, subdividing or relocating boundaries of their Lots, if done in compliance with all recorded restrictions or covenants affecting the Lots and with applicable Fulton County, Georgia zoning and other requirements.

(b) Mortgagee Assessments Upon Foreclosure of Permanent Member Lot. Where the Mortgagee holding a first Mortgage of record on a Permanent Member Lot or other purchaser of a Permanent Member Lot obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Lot which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Permanent Member Lots, including such acquirer, its successors and assigns. Additionally, such acquirer shall be responsible for all charges accruing subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passed.

(c) Mortgagee Notices. Upon written request to the Association, identifying the name and address of the holder and the Lot number or address, any Eligible Mortgage Holder of a Permanent Member Lot will be entitled to timely written notice of:

i) any condemnation loss or any casualty loss which affects a material portion of the Common Property or any Lot on which there is a first Mortgage held by such Eligible Mortgage Holder;

ii) any delinquency in the payment of assessments or charges owed by an Owner of a Permanent Member Lot subject to a first Mortgage held by such Eligible Mortgage Holder which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Lot Owner of any other obligation under the Declaration or By-Laws which is not cured within sixty (60) days;

iii) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or

iv) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders, as specified herein.

(d) Any holder of a first Mortgage on a Permanent Member Lot shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting.

7. ASSOCIATION RIGHTS AND RESTRICTIONS.

The Association, acting through its Board of Directors, shall have the right and authority, in addition to all other rights it may have:

(a) to make and to enforce reasonable rules and regulations governing the use of the Property and Common Property;

(b) to enforce the provision of this Declaration and the By-Laws and rules and regulations concerning the Property and Common Property, by imposing reasonable monetary fines, suspending use and voting privileges of Permanent Members (as provided herein and in Section 44-3-223 of the Act), suspending or revoking Memberships of Non-Residential Members, using any other legal or equitable means, including self-help, and any other available legal or equitable means. These powers, however, shall not limit any other legal means of enforcing the Declaration, Bylaws and rules and regulations by either the Association or, in an appropriate case, by an aggrieved Owner. Any fines imposed against a Permanent Member shall be considered an assessment against a Permanent Member's Lot;

(c) to grant permits, licenses, utility easements, and other easements, permits, public rights-of-way or licenses necessary for the proper maintenance or operation of the Common Property under, through, or over the Common Property, as may be reasonably necessary to or desirable for the ongoing development and operation of the Common Property;

(d) to control, manage, operate, maintain, replace and, in the Board's discretion, improve all portions of the Common Property in accordance with the Declaration and By-Laws;

(e) to deal with the Common Property in the event of damage or destruction as a result of casualty loss, condemnation or eminent domain, in accordance with the provisions of this Declaration;

(f) to represent the Members in dealing with governmental entities involving the Common Property;

(g) to acquire, hold and dispose of tangible and intangible personal property and real property.

8. INSURANCE.

(a) The Association's Board or its duly authorized agent shall have the authority to and, if reasonably available, shall obtain insurance for all insurable improvements on the Common Property. This insurance shall include fire and extended coverage, including coverage for vandalism and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

(b) The Board shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its Members or agents in their capacities as such, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million (\$1,000,000.00) Dollars.

(c) Premiums for all insurance obtained by the Association shall be a Common Expense of the Association. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

(d) All such insurance coverage obtained by the Board shall be written in the name of the Association, as trustee, for the benefit of the Association and its members.

(e) The Board, in its reasonable discretion, also may maintain as a Common Expense a fidelity bond or similar coverage on directors, officers, employees or other Persons handling or responsible for the Association's funds, in an amount determined in the Board's business judgment.

9. REPAIR AND RECONSTRUCTION.

In the event of damage to or destruction of all or any part of the Common Property as a result of fire or other casualty, unless eighty (80%) percent of the Members vote not to proceed with the reconstruction and repair of the structure, the Board or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure. In the event of substantial damage or destruction, Eligible Mortgage Holders on a Permanent Member Lot shall be entitled to written notice of the damage.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to the Common Property, the Board shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures thereon to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary.

(b) Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, a special assessment shall be made against all of the Permanent Members without the necessity of a vote of the Permanent Members or compliance with Paragraph 5(f) above. Special assessments chargeable to Non-Residential Members shall be one hundred and fifty (150%) percent of the special assessment chargeable to Permanent Members. If after repair and reconstruction is completed there is a surplus of funds, such funds shall be common funds of the Association to be used as directed by the Board.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Common Property was originally constructed, except where changes are necessary to comply with current applicable building codes.

(d) Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against Members on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Paragraph to be disbursed by the Association in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Board.

10. USE RESTRICTIONS.

Any covenants, conditions or restrictions, including, but not limited to those use restrictions which existed prior to the recording of this Declaration and the ability to enforce such restrictions, by any Person, shall not be altered, amended or affected by this Declaration. All Persons entitled to enforce such restrictions shall be entitled to continue to do so.

Each Member shall be responsible for ensuring that the Owner's family, guests, tenants and occupants comply with all provisions of this Declaration, the By-Laws and the rules and regulations of the Association. In addition to any rights the Association may have against the Member's family, guests, tenants or occupants, the Association may take action under this Declaration against the Member as if the Member committed the violation in conjunction with the Member's family, guests, tenants or occupants.

Use restrictions regarding use of the Property and Common Property are as follows and also as may be adopted by the Board in rules and regulations and as specified in the By-Laws:

(a) Use of Common Property. There shall be no obstruction of the Common Property, nor shall anything be kept, parked or stored on any part of the Common Property without prior written Board consent, except as specifically provided herein or in the Association's rules and regulations.

With prior written Board approval, and subject to any restrictions imposed by the Board, a Member or Members may reserve portions of the Common Property for use for a period of time as set by the Board. Any such Member or Members who reserve a portion of the Common Property hereunder shall assume, on behalf of himself/herself/themselves and his/her/their guests, occupants and family, all risks associated with the use of the Common Property and all liability for any damage or injury to any person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees.

(b) Prohibition of Damage, Nuisance and Noise. Noxious, destructive or offensive activity shall not be carried on upon the Property or Common Property. Each Member shall refrain from any act or use of the Property or Common Property which could reasonably cause embarrassment, discomfort, nuisance or annoyance to other Members or their guests, tenants or invitees. No Member may use or allow the use of the Property or Common Property in any way or for any purpose which may endanger the health or unreasonably annoy or disturb other Members, their guests, tenants or invitees or in such a way as to constitute, in the Board's sole opinion, a nuisance. Nothing herein, however, shall be construed to affect the rights of an aggrieved Member to proceed individually for relief from interference with his or her property or personal rights.

11. SEVERABILITY.

Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise shall in no way affect the application of such provision to other circumstances or affect any other provision(s), which shall remain in full force and effect.

12. DURATION.

The covenants and restrictions of this Declaration shall run with and bind the Property perpetually to the extent provided in the Act. Notwithstanding anything to the contrary herein, neither the foreclosure of Mortgages on one or more Permanent Member Lots subsequent to the recording of this Declaration, nor the fact that, as a result of such foreclosure(s), there are less than one sixty (60) Permanent Members at any time, shall affect the validity and enforceability of this Declaration as to all other Lots submitted hereto.

13. AMENDMENT.

This Declaration may be amended with the affirmative vote, written consent, or any combination thereof, of the Permanent Members holding at least two-thirds (2/3) of the total eligible vote of the Association. Notice of a meeting, if any, for consideration of any amendment hereto shall state the fact of consideration and subject matter of such proposed amendment. Any such amendment shall be certified by the President and Secretary of the Association and recorded in the Fulton County, Georgia land records.

14. RESTRICTIVE COVENANTS.

A Declaration of Covenants and Conditions for the Property, recorded on June 14, 1982, in Deed Book 8177, Page 215, et seq., Fulton County, Georgia Records, sets forth certain restrictive covenants applicable to the Property. Such covenants shall run to the benefit of, and be enforceable by the Association, and, in an appropriate case, an aggrieved Lot Owner.

15. MAINTENANCE.

The Association shall maintain, keep in good repair and, in the Board's discretion, improve the Common Property. This maintenance shall include, without limitation, maintenance, repair and replacement, subject to any insurance then in effect, of all structures, landscaping grass areas, paving and other improvements situated on the Common Property. The Association shall have the right, but not the obligation, to maintain other property not owned by the Association where the Board has determined that such maintenance would benefit all Owners.

16. GENERAL PROVISIONS.

(a) Security. The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety on the Common Property; however, each Member, for himself or herself and his or her tenants, 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 the Common Property. It shall be the responsibility of each Member to protect his or her person and property and all responsibility to provide security shall lie solely with each Member. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

(b) No Discrimination. No action shall be taken by the Association or the Board of Directors which would unlawfully discriminate against any person on

the basis of race, creed, color, national origin, religion, sex, familial status or handicap.

(c) Indemnification. The Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and 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. 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. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

(d) Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the By-Laws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

17. PREPARER.

This Declaration was prepared by George E. Nowack, Jr., Weissman, Nowack, Curry & Wilco, P.C., Two Midtown Plaza, 15th Floor, 1349 West Peachtree Street, Atlanta, Georgia 30309.

IN WITNESS WHEREOF, the undersigned Lot Owners at Woodfield, by execution of the Consents attached hereto as Exhibit "A," do hereby submit the Property described in Exhibit "A" hereto to the terms of this Declaration and to Permanent Membership in the Woodfield Community Association, Inc., and, further, the undersigned officers of the Woodfield Community Association, Inc., hereby certify that this Declaration was duly adopted by and consented to by the required majority of Lot Owners and by the Board of Directors of the Association.

[SIGNATURES ON NEXT PAGE]

This 9th day of Oct, 1997.

WOODFIELD COMMUNITY ASSOCIATION, INC.

By:

President

Attest:

Secretary

[CORPORATE SEAL]

Sworn to and subscribed to
before me this 9th day of
October, 1997.

Witness

Notary Public

[NOTARY SEAL]

Notary Public, Fulton County, Georgia
My Commission Expires March 4, 2001

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GEN - September 9, 1997

EXHIBIT "A"

Property Initially Submitted

Consents

The property initially submitted to the terms and conditions of the Declaration shall be: (1) those Lots, as defined in the Declaration, for which the Owner of the Lot has executed a Consent Form consenting to and submitting the Lot to Permanent Membership; and (2) the Common Property, more particularly described in Exhibit "B" attached hereto and incorporated herein by reference. The Consent Forms executed by Owners submitting their Lots to the Declaration are attached hereto and incorporated herein by reference.

EXHIBIT "B"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 676 of the 1st District, 2nd Section of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at the point of intersection of the northeasterly right-of-way line of Eves Circle (60-foot right-of-way) with the northwesterly right-of-way line of Fall Creek Trace (50-foot right-of-way); running thence in a northwesterly direction along the northeasterly right-of-way line of Eves Circle, and following the curvature thereof, a distance of 182.6 feet to the point of intersection of the northeasterly right-of-way line of Eves Circle with the easterly right-of-way line of Silver Pine Trail (50-foot right-of-way); thence leaving the northeasterly right-of-way line of Eves Circle and running in a northerly and northwesterly direction along the easterly right-of-way line of Silver Pine Trail, and following the curvature thereof, a distance of 200.8 feet to the point of intersection of the easterly right-of-way line of Silver Pine Trail with the southeasterly right-of-way line of Green Elm Way (50-foot right-of-way); thence leaving the easterly right-of-way line of Silver Pine Trail and running in a northeasterly direction along the southeasterly right-of-way line of Green Elm Way a distance of 103.0 feet to a point; running thence in an easterly and northeasterly direction along the southerly and southeasterly right-of-way line of Green Elm Way a distance of 100.0 feet to a point, said point being located on the southwesterly corner of Lot 28, in Block A of Unit One of the Subdivision of Woodfield at Martin's Landing, as per plat recorded in Plat Book 114, page 99, Fulton County, Georgia records; running thence in a southeasterly direction along the southwesterly line of said Lot 28 a distance of 150.0 feet to a point located at the corner common to Lots 21, 22 and 28, said Block and Subdivision; running thence in a southwesterly direction along the northwesterly boundary line of said Lot 22 a distance of 70.0 feet to a point located on the westerly corner of said Lot 22; running thence in a southeasterly direction along the southwesterly boundary line of said Lot 22 a distance of 125.7 feet to a point on the northwesterly right-of-way line of Fall Creek Trace; running thence in a southwesterly direction along the northwesterly right-of-way line of Fall Creek Trace and following the curvature thereof a distance of 215.0 feet to a point, said point being the POINT OF BEGINNING; containing approximately 1.72 acres and designated as "Recreation Area" on Subdivision Plat of Unit One, Woodfield at Martin's Landing, prepared by Watts & Browning-Eng'r's., certified by H. E. Watts, Georgia Registered Land Surveyor No. 1734, dated July 21, 1978, last revised September 16, 1980.

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BYLAWS
OF
WOODFIELD COMMUNITY ASSOCIATION, INC.

Article I.
General

Section 1. Applicability. These Bylaws provide for the self-government of Woodfield Community Association, Inc., in accordance with the Georgia Property Owners' Association Act ("Act"), the Articles of Incorporation filed with the Secretary of State and the Additional Protective Covenants and Permanent Membership for Woodfield Community Association, recorded in the Fulton County, Georgia land records ("Declaration").

Section 2. Name. The name of the corporation is Woodfield Community Association, Inc., ("Association").

Section 3. Definitions. The terms used herein shall have their generally accepted meanings or such meanings as are specified in Paragraph 2 of the Declaration.

Section 4. Membership. An Owner of a Lot shall become a Permanent Member of the Association upon the execution and recording of a Consent Form, thereafter, persons shall become Permanent Members upon taking title to the Lot and shall remain a member for the entire period of ownership. As may be more fully provided below, a spouse of a member may exercise the powers and privileges of the member. If title to a Lot is held by more than one (1) Person, the membership shall be shared in the same proportion as the title, but there shall be only one (1) membership and one (1) vote per Lot. Membership does not include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. Membership shall be appurtenant to the Lot and shall be transferred automatically by conveyance of that Lot and may be transferred only in connection with the transfer of title. Persons may become Non-Residential Members at the discretion of the Board of Directors as provided in Paragraph 4 of the Declaration. Only Permanent Members shall be voting members.

Section 5. Entity Members. In the event an Owner is a corporation, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust, or manager of such other legal entity shall be eligible to represent such entity in the affairs of the Association. Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity which is the Owner, which will create a vacancy in any elected or appointed position within the Association in which such person may have been serving, to be filled by the Board.

Section 6. Voting. Each Lot shall be entitled to one equally weighted vote, which vote may be cast by the Owner, the Owner's spouse, or by a lawful proxy as provided below. When more than one (1) Person owns a Lot, the vote for such Lot shall be exercised as they determine between or among themselves, but in no event shall more than one (1) vote be cast with respect to any Lot. If only one (1) co-owner attempts to cast the vote for a Lot, it shall be conclusively presumed that such co-owner is authorized on behalf of all co-owners to cast the vote for such Lot. In the event of disagreement among co-owners and an attempt by two (2) or more of them to cast such vote, such Persons shall not be recognized and such vote or votes shall not be counted. No Owner shall be eligible to vote, either in person or by proxy, or to be

elected to the Board, if that Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association or if the Owner has had its voting rights suspended for the infraction of any provision of the Declaration, these Bylaws, or any rule of the Association. If the voting rights of an Owner have been suspended, that Owner shall not be counted as an eligible vote for purposes of establishing a Majority or a quorum or for purposes of amending these Bylaws or the Declaration.

Section 7. Majority. As used in these Bylaws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totalling more than fifty (50%) percent of the total number of eligible votes, Owners, or other group, respectively. Unless otherwise specifically stated, the words "majority vote" mean more than fifty (50%) percent of those voting in person or by proxy. Except as otherwise specifically provided in the Declaration or these Bylaws, all decisions shall be by majority vote.

Section 8. Purpose. The Association shall have the responsibility of administering the Property, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Property and performing all of the other acts that may be required to be performed by the Association pursuant to the Act, the Georgia Nonprofit Corporation Code and the Declaration. Except as to those matters which the Declaration, the Act or the Georgia Nonprofit Corporation Code specifically require to be performed by the vote of the Association membership, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth below.

Article II. Meetings of Members

Section 1. Annual Meetings. The regular annual meeting of the Members shall be held during September of each year with the date, hour, and place to be set by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Members may be called for any purpose at any time by the President, the Secretary, or by request of any two (2) or more Board members, or upon written petition of twenty-five (25%) percent of the Lot Owners. Any such written petition by the members must be submitted to the Association's Secretary. The Secretary shall then verify that the required number of Members have joined in the petition and shall submit all proper petitions to the Association's President. The President shall then promptly call a special meeting for the purpose stated in the petition, and the Secretary shall send notice of the meeting in accordance with these Bylaws.

Section 3. Notice of Meetings. It shall be the duty of the Secretary to mail or deliver to each Member of record a notice of each annual or special meeting of the Association at least twenty-one (21) days prior to each annual meeting and at least seven (7) days prior to each special meeting. The notice shall state the purpose of any special meeting, as well as the time and place where it is to be held. The notice of an annual meeting shall state the time and place of the meeting. Each Member shall provide the Association with an address to receive notices, if a Permanent Member wishes notice to be given at an address other than his or her Lot, the Permanent Member shall designate such other address by written notice to the Secretary. The mailing or delivering of a meeting notice as provided in this Section shall constitute proper service of notice.

Section 4. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in

writing, waive notice of any Association meeting, either before or after such meeting. Attendance at a meeting by an Member, whether in person or represented by proxy, shall be deemed waiver by such Member of notice of the time, date, and place thereof unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

Section 5. Quorum. Except as may be provided elsewhere, the presence, in person or by proxy at the beginning of the meeting, of Owners entitled to cast one third (1/3) of the eligible vote of the Association shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. Owners whose voting rights have been suspended pursuant hereto shall not be counted as eligible votes toward the quorum requirement.

Section 6. Adjournment. Any meeting of the Owners may be adjourned for periods not exceeding ten (10) days by vote of the Owners holding the Majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business which could be transacted properly at the original session of the meeting may be transacted at a reconvened session, and no additional notice of such reconvened session shall be required.

Section 7. Proxy. Any member entitled to vote may do so by written proxy duly executed by the member setting forth the meeting at which the proxy is valid. To be valid, a proxy must be signed, dated, and filed with the Secretary prior to the opening of the meeting for which it is to be used. Proxies may be delivered to the Board by personal delivery, U.S. mail or telefax transmission to any Board member or the property manager. Proxies may be revoked only by written notice delivered to the Association, except that the presence in person by the proxy giver at a meeting for which the proxy is given shall automatically invalidate the proxy for that meeting. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy.

Section 8. Action Taken Without a 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: a) indicate the number of responses needed to meet the quorum requirements; b) state the percentage of approvals necessary to approve each matter other than election of directors; and c) 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.

Section 9. Order of Business. At all meetings of the Association, Roberts Rules of Order (latest edition) shall govern when not in conflict with the Declaration, these Bylaws or the Articles of Incorporation.

Article III.
Board of Directors

A. Composition and Selection.

Section 1. Composition. The affairs of the Association shall be governed by a Board of Directors composed of not less than three (3) or more than seven (7) persons with the exact number to be determined from time to time by resolution of the Board. The directors shall be Members or spouses of such Members; provided, however, no Member and his or her spouse or co-Member may serve on the Board at the same time.

Section 2. Term of Office. Those directors serving on the Effective Date of these Bylaws shall remain in office until the terms for which they were elected expire. Successor directors shall be elected by the vote of those members present or represented by proxy, at the annual or other meeting of the membership of the Association, a quorum being present. At the first election of directors after the Effective Date of these Bylaws, the terms of successor directors shall be staggered on a one (1) and two (2) year basis. Three (3) directors shall be elected for one (1) year, and four (4) directors shall be elected for two (2) years. At the expiration of the term of office of each Board member, and at each annual meeting thereafter, a successor shall be elected to serve for a term of two (2) years. The Board members shall hold office until their respective successors shall have been elected by the Association.

Section 3. Removal of Members of the Board of Directors. At any valid regular or special Association meeting, any one or more Board members may be removed with or without cause by a Majority of the Association members and a successor may then and there be elected to fill the vacancy created. Moreover, any director who has had three (3) consecutive unexcused absences from regularly scheduled Board meetings or is more than sixty (60) days past due in the payment of any assessment may be removed by the vote of a Majority of the other directors. Any director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting to consider his or her removal and the purpose thereof and shall be given an opportunity to be heard at the meeting.

Section 4. Vacancies. Vacancies in the Board caused by any reason, except the removal of a director by vote of the membership, shall be filled by a vote of the Majority of the remaining directors, even though less than a quorum, at any Board meeting. The successor selected shall hold office for the remainder of the term of the director being replaced.

Section 5. Compensation. Directors shall not be compensated for services as such unless and only to the extent that compensation is authorized by a Majority vote of the members. Directors may be reimbursed for the expenses incurred in carrying out their duties as directors upon Board approval of such expenses.

Section 6. Director Conflicts of Interest. Nothing herein shall prohibit a director from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as director, provided that the director's interest is disclosed to the Board and the contract is approved by a Majority of the directors who are at a meeting of the Board of Directors at which a quorum is present, excluding the director with whom the contract is made. The interested director shall not count for purposes of establishing a quorum of the Board. The interested director shall be entitled to be present at any meeting at which the proposed contract is discussed and to discuss the proposed contract, unless requested by any other director to leave the room during the discussion.

Section 7. Nomination. Nomination for election to the Board shall be made from the floor at the meeting. Nominations also may be made by a nominating committee, if appointed by the Board.

Section 8. Elections. All Association members eligible to vote shall be entitled to cast their entire vote for each directorship to be filled. There shall be no cumulative voting. The directorships for which elections are held shall be filled by that number of candidates receiving the most votes. Voting for election of Board members shall be by secret written ballot (unless dispensed by unanimous consent at such meeting at which such voting is conducted).

B. Meetings.

Section 1. Regular Meetings. Regular Board meetings may be held at such time and place as determined by the Board, but at least once every three (3) months. The newly elected Board shall meet within ten (10) days after each annual Association meeting.

Section 2. Special Meetings. Special Board meetings may be called by the President on three (3) days' notice to each director given by mail, in person, by telephone, or by facsimile transmission, which notice shall state the time, place, and purpose of the meeting. Special Board meetings shall be called by the President, Vice President, Secretary, or Treasurer in like manner and on like notice on the written request of at least two (2) directors.

Section 3. Waiver of Notice. Any director may, at any time, in writing, waive notice of any Board meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any Board meeting shall also constitute a waiver of notice by him or her of the time and place of such meeting. If all directors are present at any Board meeting, no notice shall be required and any business may be transacted at such meeting.

Section 4. Conduct of Meetings. The President shall preside over all Board meetings, and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. The presence of directors entitled to cast one-half of the votes of the Board shall constitute a quorum for the transaction of business. One or more directors who participate in a meeting by means of telephone or electronic communication shall be deemed present and in attendance for all purposes at such meeting, provided all persons participating in the meeting can hear each other.

Section 5. Open Meetings. All Board meetings shall be open to all members, but members other than directors may not participate in any discussion or deliberation unless expressly authorized by the Board. Notwithstanding the above, the Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is

or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 6. Action Without a 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.

C. Powers and Duties.

Section 1. Powers and Duties. The Board of Directors shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Property and may do all such acts and things as are not by the Act, the Declaration, the Articles of Incorporation, or these Bylaws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these Bylaws, the Board of Directors shall have the power to and shall be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of an annual budget, in which there shall be established the contribution of each Owner to the Common Expenses;

(b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment;

(c) providing for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility as defined in Paragraph 15 of the Declaration;

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

(e) collecting the assessments, depositing the proceeds thereof in a financial depository or institution which it shall approve, or otherwise investing the proceeds in accordance with any limitations set forth in O.C.G.A. § 14-3-302, and using the proceeds to administer the Association;

(f) making and amending rules and regulations and imposing sanctions for violation thereof, including reasonable monetary fines;

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

(h) making or contracting for the making of repairs, additions, and improvements to, or alterations of the Common Property in accordance with the other provisions of the Declaration and these Bylaws, after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

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

(k) paying the costs of all services rendered to the Association or its members and not directly chargeable to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred; and

(m) contracting with any Person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with trusts, condominium associations, or other associations or corporations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

Section 2. Management Agent. The Association may, but shall not be required to, hire a professional management agent or agents, at a compensation established by the Board, to perform such duties and services as the Board of Directors shall authorize. The Board shall use reasonable efforts in any management contract to provide for termination of such contract with or without cause and without penalty, upon no more than thirty (30) days written notice, and for a term not in excess of one (1) year.

Section 3. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair, restoration or improvement of the Common Property and facilities without the approval of the members of the Association; the Board shall also be authorized to borrow money for other purposes; provided, however, the Board shall obtain membership approval in the same manner as provided in Paragraph 5 of the Declaration for special assessments if the proposed borrowing is for the purpose of modifying, improving, or adding amenities to the Property and the total amount of such borrowing exceeds or would exceed ten thousand (\$10,000.00) dollars outstanding debt at any one time.

Section 4. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and director against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon such officer or director in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which he or she may be made a party by reason of being or having been an officer or director, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such officer or director in the performance of his or her duties, except for his or her own individual willful misfeasance or malfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and 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. 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. The Association shall, as a Common Expense, maintain adequate general liability and, if obtainable, officers' and directors' liability insurance to fund this obligation, and the insurance shall be written as provided in the Declaration.

D. Committees.

Section 1. Nominating Committee. Pursuant to Section 7 of this Article, there may be a Nominating Committee composed of at least three (3) members appointed in the manner and to perform the functions specified in Section 7 of this Article.

Section 2. Other Committees. There shall be such other committees as the Board shall determine with the powers and duties that the Board shall authorize.

Section 3. Service on Committees. Unless otherwise provided in these Bylaws or in the resolution authorizing a particular committee, the members of any committee shall be appointed by the President and shall serve at the pleasure of the Board of Directors. Any committee member may be removed with or without cause at any time and with or without a successor being named.

Article IV.
Officers

Section 1. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary, and the Treasurer. The President, Vice President, and Secretary shall be elected by and from the Board of Directors. The Treasurer shall be elected by the Board, but need not be a Board member. The Board may appoint one or more Assistant Treasurers, Assistant Secretaries, and such other subordinate officers as in its judgment may be necessary. Any assistant or subordinate officers shall not be required to be Board members. Except for the offices of Secretary and Treasurer, which may be held by the same person, no person may hold more than one (1) office.

Section 2. Election of Officers. The Association officers shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the members and shall hold office at the pleasure of the Board and until a successor is elected.

Section 3. Removal of Officers. Upon the affirmative vote of a Majority of the Board members, any officer may be removed, either with or without cause, and a successor may be elected.

Section 4. Vacancies. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

Section 5. President. The President shall be the chief executive officer of the Association and shall preside at all Association and Board meetings. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code, including, but not limited to, the power to appoint committees from among the members from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 6. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 7. Secretary. The Secretary shall keep the minutes of all Association and Board meetings and shall have charge of such books and papers as the Board may direct, and shall, in general, perform all duties incident to the office of the secretary of a corporation organized under Georgia law.

Section 8. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board. The Treasurer shall be responsible for the preparation of the budget as provided in the Declaration. The Treasurer may delegate all or a part of the preparation and notification duties associated with the above responsibilities to a management agent.

Section 9. Other Officers. Other offices may be created by the Board, and the Board members which hold such offices shall have such titles and duties as are defined by the Board.

Section 10. Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases, checks, promissory notes, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by Board resolution.

Article V. Rule Making and Enforcement

Section 1. Authority and Enforcement. The Property shall be used only for those uses and purposes set out in the Declaration. The Board of Directors shall have the authority to make, modify, repeal and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of the Common Property; provided, copies of all such rules and regulations shall be furnished to all Members. Any rule or regulation may be repealed by the affirmative vote or written consent of a Majority of the total Association vote at an annual or special meeting of the membership.

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

The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Permanent Member's Lot, and to suspend a Permanent Member's right to vote or to use the Common Property for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder. In the event that any Occupant of a Lot violates the Declaration, Bylaws, or a rule or regulation and a fine is imposed, notice of such violation shall be sent to the Permanent Member and the Occupant, and the fine may first be assessed against such Occupant; provided, however, if the fine is not paid by the Occupant within the time period set by the Board, the Permanent Member shall pay the fine upon notice from the Association, and the fine shall be an assessment and a lien against the Lot until paid. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

Section 2. Fining and Suspension Procedure. The Board shall not impose a fine or suspend the right to vote of a Permanent Member unless and until notice of the violation is given as provided in subsection 2(a) below. Any such fine or fines may be effective or commence upon the sending of such notice or such later date as may be set forth in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge such fine under subsection 2(b) below. A Permanent Member's and Non-Resident Member's

right to use the Common Property shall automatically be suspended for any period of time the Member is shown to be more than thirty (30) days delinquent in the payment of any payment due the Association. The Board shall also have the power to suspend or revoke memberships of Non-Residential Members.

(a) Notice. If any provision of the Declaration or Bylaws or any rule or regulation of the Association is violated (other than payment of fees), the Board shall serve the violator with written notice sent certified mail, return receipt requested, which shall state: i) the nature of the alleged violation; ii) the proposed sanction to be imposed; iii) a statement that the violator may challenge the fact of the occurrence of a violation, the proposed sanction, or both, by written challenge and written request for a hearing before the Board, which request must be received by the Board within ten (10) days of the date of the notice; iv) the name, address, and telephone number of a person to contact to challenge the proposed action. If a timely challenge is made and the violation is cured within ten (10) days of the date of the notice, the Board, in its discretion, may, but is not obligated to, waive any sanction or portion thereof. 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 the alleged violator timely challenges the proposed action, a hearing before the Board shall be held in executive session affording the violator a reasonable opportunity to be heard. The hearing shall be set at a reasonable time and date by the Board, and notice of the time, date (which shall be not less than ten (10) days from the giving of notice without the consent of the violator), and place of the hearing and an invitation to attend the hearing and produce any statements, evidence, and witnesses shall be sent to the alleged violator. The minutes of the meeting shall contain a written statement of the results of the hearing. This Section shall be deemed complied with if a hearing is held and the violator attends and is provided an opportunity to be heard, notwithstanding the fact that the notice requirements contained herein are not technically followed. The Association shall not be obligated to refund or credit a member's account in the event use privileges are suspended or a Non-Resident Member's membership is revoked.

Section 3. 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 by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth in Section 2 of this Article. In any such action, to the maximum extent permissible, the Member responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

Article VI. Miscellaneous

Section 1. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) If to a Member, at the address which the Member 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 Member;

(b) If to an Occupant, at the address of the Lot occupied; or

(c) If to the Association, the Board or the managing agent, at 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.

Section 2. Severability. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws or the Declaration.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

Section 4. Gender and Grammar. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 5. Fiscal Year. The fiscal year of the Association may be set by Board resolution or, in the absence thereof, shall be the calendar year.

Section 6. Financial Review. A financial review of the accounts of the Association shall be performed annually in the manner provided by the Board. However, after having received the Board's financial review at the annual meeting, the Owners may, by a Majority of the Association vote, require that the Association accounts be audited as a Common Expense by an independent accountant.

Section 7. Conflicts. The duties and powers of the Association shall be those set forth in the Act, the Georgia Nonprofit Corporation Code, the Declaration, these Bylaws, and the Articles of Incorporation, together with those reasonably implied to affect the purposes of the Association; provided, however, that if there are conflicts or inconsistencies between the Act, the Georgia Nonprofit Corporation Code, the Declaration, these Bylaws, or the Articles of Incorporation, then the provisions of the Act, the Georgia Nonprofit Corporation Code, as may be applicable, the Declaration, the Articles of Incorporation and these 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.

Section 8. Amendment. Except where a higher vote is required for action under a particular provision of the Declaration or Bylaws, these Bylaws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members holding sixty-six and two-thirds (66-2/3%) percent of the total eligible vote of the Association. Notice of a meeting, if any, at which an amendment will be considered shall state that fact and the subject matter of the proposed amendment. No amendment shall become effective until it is certified by the President and Secretary of the Association and recorded in the Fulton County, Georgia land records. Any amendment duly certified and recorded shall be conclusively presumed to have been duly adopted in accordance with the Declaration and Bylaws. Owners whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted as eligible votes toward the amendment requirement.

Any action to challenge the validity of an amendment adopted under this Section must be brought within one (1) year of the amendment's effective date. No action to challenge any such amendment may be brought after such time.

Section 9. Books and Records. To the extent provided in O.C.G.A. § 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) 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.

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CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Woodfield Community Association, Inc., a Georgia corporation;

That the foregoing Bylaws constitute the Amended and Restated Bylaws of said Association, as duly adopted by the Board of Directors and the members of the Association on the _____ day of _____, 19__.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this _____ day of _____, 19__.

WOODFIELD COMMUNITY ASSOCIATION, INC.

_____[SEAL]
Secretary

[CORPORATE SEAL]

EXHIBIT "C"

BYLAWS
OF
WOODFIELD COMMUNITY ASSOCIATION, INC.

WEISSMAN, NOWACK, CURRY & ZALEON, P.C.

Attorneys

Two Midtown Plaza, Fifteenth Floor
1349 West Peachtree
Atlanta, Georgia 30309
(404) 885-9215

- TABLE OF CONTENTS -

	<u>Page</u>
I. GENERAL	
1. Applicability.....	1
2. Name.....	1
3. Definitions.....	1
4. Membership.....	1
5. Entity Members.....	1
6. Voting.....	1
7. Majority.....	2
8. Purpose.....	2
II. MEETINGS OF MEMBERS	
1. Annual Meetings.....	2
2. Special Meetings.....	2
3. Notice of Meetings.....	2
4. Waiver of Notice.....	2
5. Quorum.....	3
6. Adjournment.....	3
7. Proxy.....	3
8. Action Taken Without a Meeting.....	3
9. Order of Business.....	4
III. BOARD OF DIRECTORS	
A. <u>Composition and Selection.</u>	
1. Composition.....	4
2. Term of Office.....	4
3. Removal of Members of the Board of Directors.....	4
4. Vacancies.....	4
5. Compensation.....	4
6. Director Conflicts of Interest.....	4
7. Nomination.....	5
8. Elections.....	5
B. <u>Meetings.</u>	
1. Regular Meetings.....	5
2. Special Meetings.....	5
3. Waiver of Notice.....	5
4. Conduct of Meetings.....	5
5. Open Meetings.....	5
6. Action Without a Meeting.....	5
C. <u>Powers and Duties.</u>	
1. Powers and Duties.....	6
2. Management Agent.....	7
3. Borrowing.....	7
4. Liability and Indemnification of Officers and Directors.....	7

D. Committees.

1. Nominating Committee	7
2. Architectural Control Committee	7
3. Other Committees	7
4. Service on Committees	7

IV. OFFICERS

1. Designation	8
2. Election of Officers	8
3. Removal of Officers	8
4. Vacancies	8
5. President	8
6. Vice President	8
7. Secretary	8
8. Treasurer	8
9. Other Officers	8
10. Agreements, Contracts, Deeds, Leases, Etc.	8

V. RULE MAKING AND ENFORCEMENT

1. Authority and Enforcement	9
2. Fining and Suspension Procedure	9
3. Additional Enforcement Rights	10

VI. MISCELLANEOUS

1. Notices	10
2. Severability	10
3. Captions	10
4. Gender and Grammar	10
5. Fiscal Year	10
6. Financial Review	11
7. Conflicts	11
8. Amendment	11
9. Books and Records	11