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Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

[SPACE ABOVE RESERVED FOR RECORDING DATA]

Return to: Martin's Landing Foundation
9205 Martin Road
Roswell, GA 30076
Attention: Covenants Committee Chairman

STATE OF GEORGIA
COUNTY OF FULTON

Reference: Deed Book: 5297
Page: 246

Amended and Restated
Declaration of Covenants, Conditions, and Restrictions
FOR
MARTIN'S LANDING FOUNDATION, INC.

WHEREAS, on or about October 22, 1970, Martin's Landing Foundation, Inc., a Georgia Corporation, ("Declarant") caused that certain Declaration of Foundation Covenants and Restrictions to be recorded at Deed Book 5297, Page 246, in the Fulton County, Georgia land records (the "Original Declaration"), as amended; and

WHEREAS, the Original Declaration has been previously extended by numerous Supplemental Declarations recorded in the Fulton County, Georgia, land records as follows:

Recording Date	Deed Book/Page
02/17/1972	5534/ 477 et seq.
06/27/1972	5605/ 121 et seq.
10/01/1975	6351/ 230 et seq.
10/01/1975	6351/ 470 et seq.
10/02/1975	6535/ 003 et seq.
10/02/1975	6353/ 007 et seq.
06/14/1976	6495/ 193 et seq.
06/14/1976	6495/ 203 et seq.
12/21/1976	6616/ 285 et seq.
06/02/1977	6716/ 288 et seq.
02/27/1979	7181/ 138 et seq.
10/04/1979	7371/ 365 et seq.
11/20/1979	7471/ 396 et seq.
08/20/1980	7622/ 304 et seq.
01/30/1981	7761/ 457 et seq.

01/30/1981	7761/ 460 et seq.
01/30/1981	7761/ 466 et seq.
03/25/1983	8120/ 436 et seq.

WHEREAS, plats of survey related to the property are filed in the Fulton County, Georgia Records; and

WHEREAS, the real property described in Exhibit "A", which is attached hereto and incorporated by this reference, was by recordation of the Original Declaration, made subject to the terms of such Declaration; and

WHEREAS, pursuant to Article XI, Section 2 of the Original Declaration, said Declaration may be amended at any time after June 16, 1988, by an instrument signed by members of the Foundation entitled to cast at least seventy-five percent (75%) of the votes of each class of members of the Foundation; provided, however, that any such amendment must be in full compliance with all applicable laws and regulations and shall not become effective until the instrument evidencing such change has been duly filed in the Office of the Clerk of the Superior Court of Fulton County, Georgia, and unless written notice of the proposed amendment has been sent to every owner at least 90 days in advance of any action taken. In the event that any such amendment should change the covenants and restrictions contained therein which affect, directly or indirectly, the Association Properties, or the rights and obligations of the Association, then the instrument evidencing such change shall also be signed by and on behalf of the Association; and

WHEREAS, members of the Foundation entitled to cast at least seventy-five percent (75%) of the votes of each class of members of the Foundation desire to amend the Original Declaration in order to submit the community to the terms and provisions of the Georgia Property Owner's Association Act (O.C.G.A. 44-3-220, et seq.) and for other reasons set forth herein; and

WHEREAS, members of the Foundation entitled to cast at least seventy-five percent (75%) of the votes of each class of members of the Foundation have approved of this amendment in accordance with Article XI , Section 2 of the Original Declaration; and

WHEREAS, in accordance with Article XVIII, Section 1 of the By-Laws of Martin's Landing Foundation, Inc. ("Original By-Laws"), the Original By-Laws may be amended at a regular or special meeting of the members by a vote of a majority of a quorum of both classes of members present in person or by proxy; and

WHEREAS, a majority of a quorum of both classes of members present in person or by proxy at a duly called regular or special meeting desire to amend and hereby approve this amendment to the Original By-Laws; and

WHEREAS, the Consent Order entered into by and between the Foundation and Sails Associates, LP, and recorded in Deed Book 9441, Page 346 et seq. of the Fulton County, Georgia land records remains in full force and effect and remains binding upon all successors-in-title.

NOW, THEREFORE, the Original Declaration and Original By-Laws, and all exhibits thereto, are hereby amended by striking said Original Declaration and Original By-Laws in their entirety and substituting therefore the attached Amended and Restated Declaration of Protective Covenants for Martin's Landing Foundation, Inc. (hereafter, the "Declaration") and Amended and Restated By-Laws of Martin's Landing Foundation, Inc. , which Declaration and By-Laws shall, for all purposes, replace and be a substitute for the prior existing afore-referenced Original Declaration and Original By-Laws, and the property described herein as Exhibit "A", which is attached hereto and incorporated herein by this reference, shall, for all purposes, be subject to the newly Amended and Restated Declaration and By-Laws.

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ARTICLE I - NAME, PURPOSE, AND LOCATION

1.1. **Name**: The name of the corporation is MARTIN'S LANDING FOUNDATION, INC., its successors and assigns, hereinafter referred to as the "Foundation." The Foundation 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), as may be amended.

1.2. **Purpose:** The purpose of Martin's Landing Foundation is to act as a property owners' association for the Lots or Units within Martin's Landing, as defined herein, and to **preserve, protect and enhance** the property values of the Lots or Units within the Martin's Landing community and to provide for the maintenance and operation of the amenities owned by the Foundation and said property pursuant to this Declaration and all applicable laws within the state of Georgia, as amended from time to time, affecting property owners' associations.

1.3. **Location:** The principal office of the Foundation is located at 9205 Martin Road, Roswell, Georgia 30076, but meetings of Members and Directors may be held at such places within the State of Georgia, County of Fulton, and City of Roswell, as may be designated by the Board of Directors. Should the office be moved, it shall be in accordance with the By-Laws.

ARTICLE II - 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 Act or the Georgia Nonprofit Corporation Code. Unless the context otherwise requires, certain terms used in this Declaration, the By-Laws, and the Articles of Incorporation shall be defined as follows:

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

2.2. **Architectural Review Committee** or **ARC:** means the committee established to exercise the architectural review powers set forth in this Declaration and as further enumerated in the By-Laws and rules.

2.3. **Articles of Incorporation** or **Articles:** The Articles of Incorporation of Martin's Landing Foundation, Inc., as filed with and approved by the Secretary of State of the State of Georgia.

2.4. **Assessment:** A Member's share of the common expenses which from time to time is assessed against a Member's Lot or Unit by the Foundation or its Board of Directors in the manner provided for in Article V hereof and in the By-Laws.

2.5. **Board of Directors** or **Board** or **Director(s)**: The body responsible for oversight, management, operation and administration of the Martin's Landing Foundation, whose Directors are selected by their respective Neighborhoods as provided in these covenants and in the By-Laws, and who generally serve the same role as the board subject to the duties and obligations of all corporate directors pursuant to the Georgia Nonprofit Corporations Code for directors under Georgia law.

2.6. **By-Laws**: The By-Laws of Martin's Landing Foundation, Inc., as they may be amended from time to time, attached hereto as Exhibit "B" and incorporated by reference herein.

2.7. **Common Expenses:** Annual operating expenses including Capital Reserves which are intended to preserve, maintain and enhance the Foundation Properties.

2.8. **Community:** means that real estate which is submitted to the Act and the provisions of this Declaration, as described in Exhibit "A" attached hereto and incorporated herein by reference. The Community 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), as may be amended ("POA"), and includes separate Neighborhoods which may be separately submitted to the Georgia Condominium Act or the POA pursuant to the Neighborhood's own governing legal documents.

2.9. **Declaration**: This Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Martin's Landing Foundation, Inc., and any future amendments hereto, as recorded in the Office of the Clerk of Superior Court of Fulton County, Georgia, by means of which the real property described herein is made subject to the covenants and restrictions contained herein.

2.10. **Duly Selected Representative**: Persons who are selected by the respective Neighborhoods as their representatives to serve as the Foundation's Board of Directors in accordance with the By-Laws and who are charged with duties thereof.

2.11. **Effeetive Date:** means the date that this Declaration is recorded in the Fulton County, Georgia land records.

2.12. **Electronic Record:** means information created, transmitted, received, or stored by electronic means and retrievable in human perceivable form, such as e-mail, web pages, electronic documents, and facsimile transmissions.

2.13. **Electronic Signature:** means a signature created, transmitted, received, or stored by electronic means and includes, but is not limited to, a secure electronic signature.

2.14. **Foundation**: Martin's Landing Foundation, Inc., a property owners' association and a nonprofit corporation of the State of Georgia, County of Fulton, having its principal office in a location as directed in the By-Laws, its successors and assigns, acting on behalf of its Members for the purpose of administering Martin's Landing Foundation Properties.

2.15. **Foundation Properties:** All land, improvements and other properties owned, leased or in the possession of the Foundation. Further, it includes those areas, if any, for which the Foundation has or assumes responsibility pursuant to the terms of this Declaration, any amendments thereto, or other Supplemental Declaration, or other applicable covenants, contracts, or agreements.

2.16. **Front:** The side(s) of a Lot or Unit that borders the public street or streets. Additionally, a Lot or Unit may be considered to have an additional Front if that Lot or Unit borders a Foundation amenity. Example: A Lot may have a Front that borders a street as well as a Front that borders the lake or other amenity.

2.17. **Governing Documents**: This Declaration, any amendments hereto, the By-Laws of the Foundation as amended, Articles of Incorporation, Plats, Design Guidelines, and rules and regulations as they may be amended from time to time.

2.18. **Lot or Unit:** A portion of the properties, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development, use, and occupancy as a single family residence. The term shall include in its meaning, by way of illustration but not limitation, each numbered Lot shown on a subdivision plat filed in the public records with respect to any portion of the Community, together with the structures, if any, constructed thereon, as well as vacant land. Additionally, the term "Unit" shall also mean each individual dwelling unit within the apartment complex subject to and bound by the terms of this Declaration and the Foundation By-Laws. The term shall not include Common Areas owned by the Foundation or Associations. For purposes of this document, the term "**Unit**" is interchangeable with the term "**Lot**" with regard to these definitions.

2.19. **Martin's Landing**: All that tract or parcel of land described in Exhibit "A" attached hereto and, by reference, made a part of this Declaration.

2.20. **Member**: An Owner of a Lot or Unit subject to membership in the Foundation as defined herein and as provided in this Declaration in Article 3.1.

2.21. **Mortgage**: 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.

2.22. **Mortgagee**: A beneficiary or holder of a mortgage.

2.23. **Mortgagor**: Any person or entity who gives a mortgage.

2.24. **Neighborhood**: shall mean and refer to each of the communities in Martin's Landing consisting of Six Branches, North Pond, Lakeview, Hillside, East Hillside, North Shore, South Shore, Parkside, the apartment complex, The Landings Town Homes, The Martin Lakes Condominiums and Wynfield Gables. Should the Name of an individual neighborhood be changed, it will be in accordance with the Foundation By-Laws.

2.25. **Neighborhood** or **Neighborhood Association**: (hereinafter referred to as "**Association**") any local, governing body, within one of the neighborhoods of Martin's Landing, incorporated or unincorporated, organized or formed for the purpose of administering benefits on behalf of its neighborhood's members for any property within Martin's Landing devoted to the common, exclusive use and enjoyment of said members. It should be noted that Martin's Landing Foundation is composed of numerous Associations.

2.26. **Neighborhood Association Properties:** All land, improvements and other properties owned, leased or in the possession of any Neighborhood Association.

2.27. **Neighborhood -Wide Standard**: The standard of conduct and maintenance, or other activity generally prevailing throughout all the properties in the Neighborhood(s). Such standard shall be established by the Foundation Board of Directors and administered by the Foundation Architectural Review Committee.

2.28. **Owner:** means the record Owner, whether one or more persons, of the fee simple title to any parcel of real estate, excluding, however, Mortgage Holders (i.e. those persons having such interest merely as security for the performance of an obligation). For purposes hereof, the holder of a tax deed on a Lot or Unit shall be deemed the Owner thereof, notwithstanding the fact that there may exist a right of redemption on such Lot or Unit.

2.29. **Person**: An individual, corporation, partnership, association, trust or any other legal entity.

2.30. **Secure Electronic Signature:** means an electronic or digital method executed or adopted by a Person with the intent to be bound by, or to authenticate a record, which is unique to the Person using it, is capable of verification, is under the sole control of the Person using it, and is linked to data in such a manner that if the data are changed, the electronic signature is invalidated.

2.31. **Special Assessment**: Assessments levied in accordance with Article 5.4 of this Declaration.

2.32. **Specific Assessments:** Assessments levied in accordance with Article 5.1.1.(c) of this Declaration. Specific Assessments include, but are not limited to, fines and charges that are incurred against specific Lot(s) or Unit(s).

2.33. **Unit:** A portion of the Community, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development, use, and occupancy as a single family residence. The term shall include in its meaning, by way of illustration but not limitation, each numbered Lot or Unit shown on a subdivision plat and each numbered Unit shown on a condominium plat filed in the public records with respect to any portion of the properties, together with the structures, if any, constructed thereon, as well as vacant land. The term shall not include common areas owned by the Foundation or Associations. For purposes of this document, the term "**Unit**" is interchangeable with the term "**Lot**" with regard to these definitions.

2.34. **Voting Directly By Member:** This method of Member voting is utilized when the input of the membership is directly solicited. The Member must vote directly during the canvass and may not utilize a proxy or Representative to cast his or her ballot. The situations that require Voting Directly by Member are enumerated in Article 3.2.1.

2.35. **Voting Which May Be Delegated through Proxy or Representative**: This method of Member voting is utilized when input is desired from each Member either directly or through the Member's proxy or Association Representative. The situations that require **Voting Which may be Delegated through Proxy or Representative** are enumerated in Article 3.2.2.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

3.1. **Membership:** All Lot or Unit Owners, by virtue of their ownership of a Lot or Unit in the Community, are members of the Martin's Landing Foundation, Inc. This is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot or Unit owned.

3.2. **Voting Procedures:** The three methods of voting within Martin's Landing Foundation are: 1) **Voting Directly by Member**, 2) **Voting which may be delegated through Proxy or Representative**, and 3) **Voting through Representative**. These methods are explained in the following sections:

3.2.1. **Voting Directly by Member (Voting which cannot be delegated through Proxy or Representative):** Voting directly by the Foundation Members, as opposed to proxy or Representative Voting, shall be required in situations enumerated below in order to facilitate input directly from the Membership of the Foundation. When **Voting Directly by Member** is required to be utilized, the proposed action shall require the approval of two-thirds (2/3) of all Members of the Foundation in good standing who are voting on written consent, which consent shall be sent to all Foundation Members 30 days in advance of the vote or canvass thereon as further described in the By-Laws. The enumerated situations that require **Voting Directly by Member** are:

3.2.1.1. **Not to Repair/Reconstruct**: Any proposal not to repair or reconstruct any damage or destruction to the Foundation Properties and Facilities,

3.2.1.2. **Dedication or Transfer**: Any proposal to Dedicate or Transfer all or any part of the Foundation Properties to any public or private agency, authority or entity (reference 4.1.7),

3.2.1.3. **Adding Property or Re-division**: Any proposal to add additional property/properties to the jurisdiction of the Foundation or to divide or combine any Lot(s) or Unit(s) within the Foundation,

3.2.1.4. **Merger, Consolidation or Dissolution:** Any proposal of merger, consolidation or dissolution of the Foundation,

3.2.1.5. **Amending Incorporation or Declaration Documents**: Any proposal to amend the Articles of Incorporation of the Foundation, or the Declaration,

3.2.1.6. **Increasing Maximum General Assessment in Excess of 25%:** Any proposal to increase the Maximum General Assessment to be levied by the Foundation in excess of 25% of the current established maximum value (reference 5.2),

3.2.1.7. **Special Assessment in Excess of Maximum General Assessment:** Any proposal that a Special Assessment be levied by the Foundation in an amount that is in excess of the Maximum General Assessment (reference 5.4).

3.2.2. **Voting which may be Delegated through Proxy or Representative: Voting which may be delegated through Proxy or Representative** shall be used when the input from Foundation Membership, either directly, by proxy or by representative is desired. The votes of the Members, cast either in person, by Member-selected proxy or through an Association Representative, shall be cast under such rules and procedures as are prescribed in this Declaration and in the By-Laws. Should such Members fail to select such representatives, then through the President or other Chief Executive Officer of their respective Association or Neighborhood, or as prescribed within these Covenants and the By-Laws, Section 11.3.1.

Votes shall be cast as evidenced: (1) by personal attendance or vote at a duly called meeting during such canvass; OR (2) by proxy (presentation of a duly certified proxy presented to the Secretary of the Board prior to the beginning of a duly called meeting) during such canvass; OR (3) by Voting Representative (voted by the duly selected representative of the Member's Association which Representative shall be present at a duly called meeting during such canvass).

When **Voting which may be Delegated through Proxy or Representative** is required, the proposal shall require the assent of 2/3 of all eligible Foundation Members in good standing voting in person or by proxy, or by representative vote, with notice having been sent to all members 30 days in advance of the meeting, or canvass thereof, at which said vote will take place.

The situations that require **Voting which may be Delegated through Proxy or Representative voting** are:

3.2.2.1. **Increasing Maximum General Assessment by 25% or less:** Any proposal to change the method of calculating the amount of the Maximum General Assessments to be levied by the Foundation by 25% or less of the current established maximum value (reference 5.2),

3.2.2.2. **Special Assessment equal to Maximum General Assessment or less**: Any proposal that a special assessment be levied by the Foundation in amount of the Maximum General Assessment or less (reference 5.4),

3.2.2.3. **Amending By-Laws:** Any proposal to amend the By-Laws.

3.2.3. **Voting through Representative:** Except as enumerated in Section 3.2.1 and 3.2.2 of this document, the affairs of the Foundation shall be governed by the majority vote of the Representatives that comprise the Board of Directors of the Foundation.

3.3. **Membership Voting Enumerated per Lot or Unit.** The Owner or collective Owners in good standing of a Lot or Unit shall be entitled to one (1) equally weighted vote for such Lot or Unit. Members in good standing shall be entitled to one (1) equal vote for each Lot or Unit owned. When more than one (1) Person holds an ownership interest in any Lot or Unit, the vote for such Lot or Unit shall be exercised as those Owners determine among themselves, otherwise, the Lot or Unit's vote shall be suspended if more than one (1) Person seeks to exercise it.

3.4. **Suspension of Membership Rights:** During the period in which a Member shall be in violation of any provision of the Foundation's governing documents, or any Declaration covenant to which a Member is then subject, or during any period in which a Member shall be in default in the payment of any assessment levied by the Foundation (reference 5.1.2.1), the membership rights of such Member including, but not limited to, the right to vote, the right of enjoyment in and to the Foundation Properties and facilities and the right to receive and enjoy such services and other benefits as may then be provided by the Foundation, may be suspended by the Board of Directors until such violation or such default has been cured. Such Member will be regarded as having a membership status "not in good standing".

Any such suspension shall not change a Member's obligation to pay assessments coming due during the period of such suspension and, where so provided by covenants, By-Laws and restrictions of record affecting such Member's Lot or Unit, such suspension shall not change or negate any charge or lien on the Member's property in favor of the Foundation.

In the event that any Member of the Foundation shall delegate his right of enjoyment in and to the Foundation Properties and facilities to other persons as hereinafter provided, the rights and privileges of such persons are subject to suspension to the same extent as those of the Member.

3.5. **Meetings of the Membership:** All matters concerning meetings of Members of the Foundation, including the time and the manner in which notice of any of said meetings shall be given to said Members and the quorum required for the transaction of business at any of said meetings, which are not otherwise specified herein, shall be as specified in the By-Laws of the Foundation.

ARTICLE IV - PROPERTY RIGHTS IN THE FOUNDATION PROPERTIES

4.1. **Members' Easement of Enjoyment:** Every Member of the Foundation shall have a right, easement of use, access and enjoyment in and to the Foundation Properties. Such easement shall be appurtenant to and shall pass with the title to every Lot or Unit subject to this Declaration. This right and easement is subject to:

4.1.1. The restrictions contained in this Declaration and the By-Laws,

4.1.2. The right of the Board to adopt, amend, and repeal rules regulating the use and enjoyment of the Foundation Properties and Common Areas, including, but not limited to, rules limiting the number of guests who may use the Foundation Properties,

4.1.3. The right of the Board to impose reasonable membership requirements, adopt a code of rules governing use of any structure or improvements on the Foundation Properties, and charge reasonable admission or other use fees for the use of any recreational or social facilities situated upon Foundation Properties,

4.1.4. The right of the Board to permit use of any recreational or social facilities situated on Foundation Properties by persons other than Owners, their families, lessees and guests upon payment of such appropriately determined use fees as the Foundation Board of Directors may establish.

4.1.5. The right of the Foundation Board of Directors to suspend the right of an Owner, his or her family, lessees, and social invitees to use Foundation Properties and recreational and social facilities as described in Section 3.4.

4.1.6. The right of the Foundation, by and through the Board of Directors, to borrow money and assign its assessment authority as collateral for the purpose of improving the Foundation Properties provided the improvement is primarily for the benefit of Foundation Members.

4.1.7. The right of the Foundation at any time to dedicate or transfer all or any part of the Foundation Properties to any public or private agency or authority for such purposes and subject to such conditions as may be agreed to by the Members entitled to vote as described in Article 3.2 herein.

4.2. **Extension/Assignment of use:** Any Owner may extend his or her right of use and enjoyment to the Members of his or her family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases his or her Lot or Unit shall be deemed to have assigned all such rights to the lessee of such Lot or Unit.

4.3. **Restricted Use of Certain Foundation Properties:** Notwithstanding any other provision herein which might be construed to the contrary, should the Foundation Board of Directors determine that any of the Foundation Properties (including recreational and other facilities) would best serve certain Members, then the Board shall have the right to restrict and limit the use of certain of the Foundation Properties to those members of Martin's Landing. Though title to such properties is in the name of the Foundation, all costs of maintaining, operating and improving said restricted facilities shall be borne by the designated permissive users thereof. The Board shall assess all the fees and costs against these members and said cost shall be an obligation of the Owners thereof, and shall be due and payable in all respects as may be provided for such annual assessments or charges. If the restricted use includes allowing membership to said facilities from the population outside Martin's Landing membership, comprehensive fees shall be charged to these users as well.

ARTICLE V - ASSESSMENTS

5.1. Creation of and Obligation for Assessments

5.1.1. **Purpose and Types of Assessments:** The Foundation shall have the power to levy assessments as provided herein and in the Act. Assessments shall be used for any purpose the Board of Directors determines will benefit the Owners or the Community as provided for in the Articles of Incorporation and this Declaration. There are hereby created, and the Foundation Board of Directors is hereby authorized to levy the following three types of assessments:

(a) **General Assessments** as described in Section 5.2, and

(b) **Special Assessments** as described in Section 5.4, and

(c) **Specific Assessments,** including, but not limited to, fines and charges against Owners of individual Units or Lots.

5.1.2. **Personal Obligation and Lien:** Each Owner of any Lot or Unit, by acceptance of a deed or entering into a recorded contract of sale of such Lot or Unit within Martin's Landing for any portion of the properties, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Foundation all assessments and other charges levied pursuant to this Declaration and the By-Laws.

All assessments, together with interest computed from the due date of such assessment at a rate of 10% per annum, or up to the maximum rate permitted by the Act and determined by the Board, shall be the obligation of each Owner of any Lot or Unit. Late charges in the amount authorized by the Act, costs, and reasonable attorneys' fees actually incurred (including post-judgment attorneys' fees, costs and expenses), shall be: (1) a charge and continuing, statutory lien in accordance with the Act upon each Lot or Unit; and (2) the personal obligation of the Person who is the Owner of the Lot or Unit on the date of the assessment. Each such assessment, together with interest, late charges, costs, and reasonable attorneys' fees, shall also be the personal obligation upon the Person who was the Owner of such Lot or Unit at the time the assessment arose. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance of the Lot or Unit. The Foundation, in the Board's discretion, may record a notice of such lien in the Fulton County, Georgia land records evidencing the lien created under the Act and this Declaration. The lien provided for herein shall have priority as provided in the Act. However, no first Mortgagee who obtains title to a Lot or Unit by exercising the power of sale remedy provided in its mortgage shall be liable for unpaid assessments which accrued prior to such Mortgagee's acquisition of title.

The Board shall, upon request, furnish to any Owner liable for any type of assessment a certificate in writing signed by a Foundation Officer setting forth such assessment as has been paid. Such certificate shall be conclusive evidence of payment. The Board may require the advance payment of a reasonable processing fee for the issuance of such certificate.

Assessments shall be paid in such a manner and on such dates as the Board may establish which may include discounts for early payment of assessments at closing of the transfer of title to a Lot or Unit. If any Owner is delinquent in paying any assessment, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately.

No Owner may exempt himself from liability for assessments by non-use of Foundation Properties, abandonment of his Lot or Unit or for any reason whatsoever. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Foundation or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

5.1.2.1. **Delinquent Assessments:** All assessments and charges not paid on or before the due date shall be delinquent, and the Owner shall be in default. In addition to the powers set forth below for collection of unpaid assessments and charges, the Foundation shall be entitled to exercise all other rights and remedies provided by law and in equity to satisfy an Owner's debt.

If any assessment or charge, or any part or installment thereof, is not paid in full within 10 days of the due date, or such later date as may be provided by the Board of Directors: (1)the Board of Directors may accelerate and declare immediately due any unpaid installments of that Owner's assessments and charges. Upon acceleration, the Owner shall lose the privilege of paying such assessments and charges

in installments, unless the Board otherwise reinstates such privilege in writing. If the Foundation has pending legal action against an Owner for unpaid assessments or charges, then no notice shall be required to accelerate unpaid installments of any General, or Special or Specific Assessments that come due during any fiscal year after such legal action commences, until all amounts owed are paid in full or the Board otherwise reinstates such privilege in writing; and (2) the Foundation may bring legal action to collect all sums owed under the Declaration and Georgia law.

If assessments or other charges, or any part thereof, remain unpaid more than 30 days after the due date, the Owner's right to vote and use the Foundation Properties are suspended automatically until all amounts owed are paid in full or the Board of Directors otherwise reinstates such rights in writing; provided, however, the Board may not deny ingress or egress to or from a Lot.

If part payment of assessments or other charges is made, the amount received may be applied first to post-judgment attorneys' fees, costs and expenses, then to costs and attorneys' fees not reduced to a judgment, then to interest, then to late charges, then to delinquent assessments and then to current assessments. Late charges may be assessed on delinquencies that are created by the application of current payments to outstanding delinquent assessments or charges.

5.2. **Computation of General Assessments:** In a timeframe detailed in the By-Laws, the Board shall prepare a budget covering the estimated Common Expenses during the coming year, including a capital contribution to establish a capital reserve fund in accordance with a budget separately provided in Section 5.3.

Yearly General Assessments shall be fixed at a uniform rate for all Lots or Units and shall be an amount equal to or less than the Maximum General Assessment, as established. (Note: the Maximum General Assessment as of January 2007 is $450.00) Such assessment rate shall be set at a level which is reasonably expected to produce total income for the Foundation equal to the total budgeted Common Expenses, including reserves. In determining the total funds to be generated through the levy of General Assessments, the Board, in its discretion, may consider other sources of funds available to the Foundation, including any surplus from prior years.

The Board shall send a copy of the budget to the membership in a manner consistent with the By-Laws.

General Assessments shall be payable in such a manner and at such times as determined by the Board.

5.2.1. **Limitations of General Assessment increases (no vote required):** The amount of the subsequent yearly Maximum General Assessment may be increased above the current established maximum value each year by the value of the yearly CPI-U (U.S. City Average) with no vote needed by the membership.

5.2.2. **Limitations of General Assessment increases (member vote required):** If the budget requires a General Assessment in excess of the Maximum General Assessment allowed by CPI adjustment, sections 3.2.1 and 3.2.2 apply, allowing for Membership voting on approval of the increased Maximum General Assessment. Additional timeline items shall be as defined in the By-Laws.

5.3. **Reserve Budget and Capital Reserve Contribution:** The Foundation Board of Directors shall annually make a capital reserve contribution (which shall be a portion of the General Assessment) in an amount sufficient to permit meeting the projected needs of the Foundation Properties in accordance with a comprehensive capital reserve study. The comprehensive capital reserve study will be accomplished in accordance with the By-Laws.

If under Section 4.3, Restricted Use of Certain Foundation Properties, a portion of the Foundation Property is to be utilized and costs borne by certain restricted persons, then the reserve funds for that portion of Foundation Property shall be paid by the Specific Assessment related to said Foundation Property.

5.4. **Special Assessments:** In addition to other authorized assessments, the Board may levy Special Assessments from time to time to cover unbudgeted, extraordinary, or other expenses which the Board determines, in its sole discretion, to more appropriately be handled outside of the regular operating budget. If a Special Assessment is levied in an amount in excess of the established Maximum General Assessment, the **Voting Directly by Member** procedure (Reference 3.2.1) applies for approval.

If a Special Assessment in an amount not in excess of the established Maximum General Assessment is levied, **Voting which may be Delegated through Proxy or Representative** (Reference 3.2.2) applies for approval.

Special Assessments shall be payable in such a manner and at such times as determined by the Board. Special Assessments shall be levied equally on all Lots and Units.

5.5. **Lien for Assessments:** The Foundation shall have an automatic, statutory lien pursuant to the Act against each Lot or Unit to secure payment of delinquent assessments, as well as interest, late charges (subject to limitation by Georgia law), and costs of collection (including attorneys' fees). The Foundation's lien shall have the same priority as provided in the Act. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure in the same manner as mortgages are foreclosed under Georgia law.

The Board may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of any Lot or Unit shall not affect the assessment lien or relieve such Lot or Unit from the lien for any subsequent assessments. However, the sale or transfer of any Lot or Unit pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to such sale or transfer. A mortgagee or other purchaser of a Lot or Unit who obtains the title pursuant to foreclosure of the mortgage shall not be personally liable for assessments on such Lot or Unit due prior to such acquisition of title.

5.6. **Failure to Assess:** Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay General Assessments on the same basis as during the last year for which an assessment was made, until a new assessment is levied, at which time the Board may retroactively assess any shortfalls.

5.7. **Property Exempt from Assessment:** The following property shall be exempt from payment of assessments:(a) All Foundation Properties and such portions of the property owned by the Foundation; (b) All Neighborhood Association Properties and such portion of the property owned by the Neighborhood Associations of Martin's Landing Foundation; and (c) Any property dedicated to and accepted by any governmental authority or public utility. While said property may be deemed exempt from payment of assessments, all other covenants, conditions and restrictions on property apply.

ARTICLE VI - ADMINISTRATION

6.1. **Responsibility for Administration:** The administration of the Community, the maintenance, repair, replacement and operation of the Foundation Properties and facilities and those acts required of the Foundation by this Declaration shall be the responsibility of the Foundation through its Board of Directors. Such administration shall be governed by this Declaration, the Foundation's Articles of Incorporation and By-Laws, as amended from time to time. The powers and duties of the Foundation Board of Directors shall be those set forth in said documents, together with those reasonably authorized under Georgia law and shall be exercised in the manner provided therein.

6.1.1. **Board of Directors Use of Committees:** Committees shall function as detailed in the By-Laws.

6.2. **Maintenance, Repair and Replacement of Association Properties by the Foundation:** It is the duty of the Neighborhood Associations to maintain, repair and replace those properties owned by the Neighborhood Associations. Upon the failure or refusal of a Neighborhood Association to perform such duty, however, the Foundation Board, or its designated committee or authorized agents or employees may, after 30 days written notice to the Neighborhood Association, perform such duty as the Foundation Board, in the exercise of its sole discretion, may deem necessary or advisable.

The Neighborhood Association shall be liable for all direct and indirect costs as may be incurred by the Foundation in the performance of such duty and the liability for such costs shall be enforceable by the Foundation Board by any appropriate proceeding in law or in equity, including, but not limited to, all reasonable attorney's fees actually incurred. Although notice given as herein provided shall be sufficient to give the Foundation Board, its designated committee or its agents or employees the right to enter upon the Neighborhood Association Properties and perform such duty, entry for such purpose shall be between the hours of 7:00 a.m. and 6:00 p.m. Monday through Saturday.

6.3. **Limitation of Liability; Indemnification:** The Foundation shall indemnify every Foundation Director, officer and committee member against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon such Director, officer or committee member 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 a Director, officer, or committee member, whether or not such person is a Director, officer or committee member at the time such expenses are incurred subject to the limitations below. The Foundation Directors, officers, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such Director, officer, or committee

member in the performance of his or her duties, except for his or her own individual willful misfeasance or malfeasance. The Foundation Directors and officers shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Foundation and the Foundation shall indemnify and forever hold each such Director and officer free and clear 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 Foundation Director, officer, or committee member, or former Foundation Director, officer, or committee member, may be entitled. The Foundation shall, as a Common Expense, maintain adequate general liability and, if obtainable, Directors' and officers' liability insurance to fund this obligation, and the insurance shall be written as provided in the Declaration (also reference 7.2).

6.4. **Management Agreements:** The Foundation's Board of Directors may enter into such management agreements as it may deem necessary or advisable for the administration and operation of the property subject to its jurisdiction. Any such management agreement may be entered into upon the favorable vote of a majority of the Foundation's Board of Directors and shall provide therein that the same may be terminated by majority vote of the entire Board. Unless otherwise provided in any such management agreement, the person with whom the Foundation contracts for such administration and operation (hereinafter sometimes referred to as the "manager"), during his tenure, shall be responsible for exercising all powers and performing all duties of the Foundation as provided for in this Declaration, excepting only those powers and duties specifically and exclusively assigned to the Officers, Directors or Members of the Foundation by this Declaration. The manager shall be a responsible individual or corporation, as the Board of Directors may determine, having experience adequate for the management of a development of the type provided for in this Declaration. Should the Board of Directors terminate any such management agreement as authorized above, the manager shall receive such notice, or compensation in lieu thereof, as may be provided for therein. The manager shall be bonded in such amount as the Board of Directors may reasonably require. Each Member hereby agrees to be bound by the terms and conditions of all management agreements entered into as hereinabove provided.

ARTICLE VII - INSURANCE AND CASUALTY LOSSES

7.1. **Hazard Insurance on Foundation Properties:** The Foundation's Board or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Foundation Properties. 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.

7.2. **Foundation Liability and Directors' and Officers' Liability Insurance:** The Board shall obtain a public liability policy applicable to the Foundation Properties covering the Foundation and its members for all damage or injury caused by the negligence of the Foundation or any of its members or agents in their capacities as such, and

Directors' and officers' liability insurance as provided for in 6.3 herein. The public liability policy shall have a combined single limit of at least two million ($2,000,000.00) dollars.

7.3. **Premiums and Deductible on Foundation Policies:** Premiums for all insurance obtained by the Foundation shall be a Common Expense of the Foundation. 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.

7.4. **Policy Terms:** All such insurance coverage obtained by the Board shall be written in the name of the Foundation, as trustee, for the respective benefited parties, as further identified in the By-Laws if necessary.

7.5. **Policy Guidance:** The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the guidance detailed in the By-Laws.

7.6. **Additional Foundation Insurance:** In addition to the other insurance required by this Paragraph, the Board shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on Directors, officers, employees, and other persons handling or responsible for the Foundation's funds or dishonesty insurance. The amount of fidelity coverage or dishonesty insurance shall be determined in the Directors' best business judgment, but if reasonably available, shall not be less than three (3) months assessments plus a reasonable amount to cover all or a reasonable portion of reserve funds in the custody of the Foundation at any time during the term of the bond; provided, however, fidelity coverage herein required may be reduced based on financial controls which take one or more of the following forms: (a) the Foundation or management company, if any, maintains a separate bank account for the working account and the reserve account, each with appropriate access controls and the bank in which funds are deposited sends copies of the monthly bank statements directly to the Foundation; (b) the management company, if any, maintains separate records and bank accounts for each Foundation that uses its services and the management company does not have the authority to draw checks on, or to transfer funds from, the Foundation's reserve account; or (c) two Board members must sign any checks written on the reserve account. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled, substantially modified, or subjected to non-renewal without at least thirty (30) days' prior written notice to the Foundation. The Foundation shall also obtain construction code endorsements, steam boiler coverage, and flood insurance, if and to the extent necessary to satisfy the requirements of The Mortgage Corporation or the Federal National Mortgage Association.

7.7. **Insurance Deductibles:** In the event of an insured loss under the Foundation's casualty policy, any required deductible shall be considered a maintenance expense to be paid by the Person or Persons who would be responsible for such loss in the absence of insurance. If the loss affects more than one Lot or a Lot and the Foundation Properties, the cost of the deductible may be apportioned and assessed equitably by the Board among the parties suffering loss in accordance with the total cost of repair, or otherwise as the Board reasonably determines equitable, unless the insurance policy provides that the deductible will apply to each Lot separately. If any Owner fails to pay the deductible when required hereunder, then the Foundation can pay the deductible and assess the cost to the Owner or Owners as a Specific Assessment (5.1.1.c).

ARTICLE VIII - ARCHITECTURAL STANDARDS

8.1. **Architectural Review Committee:** An Architectural Review Committee (hereafter referred to as "ARC") shall be established as a standing committee by the Board to assure the conformity and harmony with the external design and general quality of Martin's Landing. In the event that a separately composed ARC committee is not established, it is the duty of the Foundation President, Vice President, Secretary, and Treasurer, with additional members as defined in the By-Laws, to compose the ARC.

8.2. **Purpose, Powers and Duties of the ARC:** The purpose of the ARC is to assure that any installation, construction or alteration of any structure or significant landscape item shall be submitted to the ARC process for approval as described in the By-Laws.

8.3. **Activities of the ARC:** The ARC shall adopt and promulgate the design standards which shall be approved by the Board in a manner prescribed in the By-Laws and be published to the Members before they are enforced.

8.4. **Required Action by the Board or ARC:** The process required for approval of ARC requests will be as specified in this document and the By-Laws.

8.5. **Condition of Approval**: As a condition of approval for a requested architectural change, modification, addition or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance to and on such change, modification, addition or alteration. In the discretion of the Board of Directors or the ARC, an Owner may be made to verify such condition of approval by written instrument in recordable form acknowledged by such Owner on behalf of himself or herself and all successors-in-interest.

8.6. **Appeals:** There shall be an appeals process determined by the Board and published in the By-Laws and ARC rules to be utilized by any applicant after the receipt of notice of any ARC decision which the applicant deems unsatisfactory.

8.7. **Violations:** Violations of ARC shall be handled in accordance with the published procedures detailed in the By-Laws and rules.

8.8. **Certification of Compliance; Notice of Violation:** Upon completion of the installation, construction or alteration of any structure in accordance with plans and specifications approved by the ARC, the ARC shall, upon written request of the Member thereof or upon the ARC's own initiative, issue a Certificate of Compliance, identifying such structure and Lot or Unit upon which such structure is placed, and stating that the plans and specifications have been approved and that such structure complies with such plans and specifications. A copy of said Certificate shall be filed for permanent record with the plans and specifications on file with the ARC.

The Foundation, Board of Directors, ARC, and members thereof, are not responsible for ensuring, and shall not be held liable for any injury, damage or loss arising out of: (1) the quality, structural integrity or soundness of any modification on a Lot; or (2) any modification's compliance with building codes, zoning regulations or other governmental requirements.

If any installation, construction, or alteration of a structure is made in violation of this Paragraph, the Foundation Board may record a notice of such violation in the Fulton County, Georgia, land records, in addition to all other rights and remedies available to the Foundation Board under this Declaration, the By-Laws and Georgia law.

8.9. **Limitation of Liability:** PLANS AND SPECIFICATIONS ARE NOT APPROVED FOR ENGINEERING OR STRUCTURAL DESIGN OR QUALITY OF MATERIALS, AND BY APPROVING SUCH PLANS AND SPECIFICATIONS NEITHER THE ARC, THE BOARD OF DIRECTORS, THE MEMBERS THEREOF, NOR THE FOUNDATION ASSUMES LIABILITY OR RESPONSIBILITY THEREFORE, NOR FOR ANY DEFECT IN ANY STRUCTURE CONSTRUCTED FROM SUCH PLANS AND SPECIFICATIONS. NEITHER THE FOUNDATION, THE ARC, THE BOARD, NOR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS OF ANY OF THEM SHALL BE LIABLE IN DAMAGES TO ANYONE SUBMITTING PLANS AND SPECIFICATIONS TO ANY OF THEM FOR APPROVAL, OR TO ANY OWNER OF PROPERTY AFFECTED BY THESE RESTRICTIONS BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS. EVERY PERSON WHO SUBMITS PLANS OR SPECIFICATIONS AND EVERY OWNER AGREES THAT SUCH PERSON OR OWNER WILL NOT BRING ANY ACTION OR SUIT AGAINST THE FOUNDATION, THE ARC, THE BOARD, OR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS OF ANY OF THEM TO RECOVER ANY DAMAGES AND HEREBY RELEASES, REMISES, QUITCLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY JUDGMENT, NEGLIGENCE, OR NONFEASANCE AND HEREBY WAIVES THE PROVISIONS OF ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS, AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

8.10. **No Waiver of Future Approvals:** Each Owner acknowledges that the members of the Board of Directors and the ARC will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. Each Owner further acknowledges that the Board of Directors and ARC may adopt different architectural standards for different parts of the Community, based on street visibility or Foundation or Neighborhood property visibility and location of the proposed modification. The approval of either the Board of Directors or the ARC of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors or the ARC, shall not constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

8.11. **Commencement and Completion of Construction:** All changes, modifications and improvements approved by the ARC hereunder must be as detailed in the By-Laws.

ARTICLE IX - EXTERIOR MAINTENANCE

9.1. **Association and Foundation Properties:** The responsibility for the maintenance, in a neat and attractive condition, of all Association and Foundation Properties and facilities shall be as prescribed in Article IX of these Covenants, the By-Laws and Foundation rules.

9.2. **Standard of Performance:** All maintenance shall be performed in a manner consistent with the Neighborhood Wide Standard and all applicable covenants. Maintenance shall include the responsibility for repair and replacement as necessary. The Foundation shall not be liable for any damage or injury occurring on, or arising out of the

condition of, property which it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

9.3. **Foundation and Associations' Responsibilities:** The Foundation and Neighborhood Associations shall keep their Foundation and Neighborhood Properties in good repair. This shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and grassy areas on the Foundation and Neighborhood Properties, all walkways, sidewalks and concrete or paved areas not located on a Lot or Unit and all other improvements situated on the Foundation and Neighborhood Properties, including but not limited to the pool(s), clubhouse(s), tennis courts, outbuildings and the entry features.

The Foundation shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Lot or Unit, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Foundation Properties or from any pipe, drain, conduit, appliance or equipment which the Foundation is responsible to maintain hereunder. The Foundation shall not be liable to the Owner of any Lot or Unit or such Owner's occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Foundation Properties. The Foundation shall not be liable to any Owner, or any Owner's occupant, guest or family for any damage or injury caused in whole or in part by the Foundation's failure to discharge its responsibilities under this Paragraph where such damage or injury is not a foreseeable, natural result of the Foundation's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Foundation to take some action or perform some function required to be taken or performed by the Foundation under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Foundation, or from any action taken by the Foundation to comply with any law, ordinance, or with any order to directive of any municipal or other governmental authority.

The Foundation and its members understand the value of latent, unimproved and natural condition of a portion of the Foundation and Associations properties. The Foundation shall not be held liable for any injury or damage resulting from natural or latent property.

In performing its responsibility hereunder, the Foundation and Associations shall have the authority to delegate to such persons, firms or corporations of its choice, such duties as are approved by the Board of Directors.

9.4. **Members/Owner's Responsibility:** All maintenance, repair, replacement and improvement of a Lot or Unit, and all structures or dwellings located thereon, shall be the responsibility of the Owner thereof. Maintenance of the Lot or Unit includes caring for vacant and unimproved Lot or Units by removing or destroying tall grass, undergrowth, weeds, rubbish and any other unsightly or undesirable thing therefrom. In addition, the Owner shall maintain all pipes, lines, ducts, conduits, or other apparatus which serve only the Lot or Unit, whether located within or without a Lot or Unit's boundaries (including all gas, electricity, water, sewer and air conditioning pipes, lines, ducts, conduits and other apparatus serving only the Lot or Unit), unless otherwise provided in the governing legal documents which apply to the Neighborhood Association in which said Lot or Unit is located. Such maintenance shall be performed consistent with this Declaration and the Neighborhood-Wide Standard established pursuant hereto. Any maintenance which involves

an exterior alteration shall require prior approval of the Foundation Board or its designee as provided for in Article VIII herein.

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed by an Owner or Occupant which is the responsibility of the Foundation hereunder (including, but not limited to landscaping of Common Property and Lot or Unit) shall be performed at the sole expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Foundation even if the Foundation accepts the maintenance or repair.

Each Owner shall also be obligated:

9.4.1. To perform his or her responsibility in such manner so as not to unreasonably disturb other persons in other Lot or Units;

9.4.2. To promptly report to the Foundation or its agent any defect or need for repairs for which the Foundation is responsible;

9.4.3. Not to make any alterations in the portions of the Lot which are to be maintained by the Foundation or to remove any portion thereof or to make any additions thereto or do anything with respect to the exterior or interior of the Lot which would or might jeopardize or impair the safety or soundness of any Lot without first obtaining the written consent of the Board of Directors of the Foundation and all Lot Owners and Mortgagees of the Lots affected, nor shall any Lot Owner impair any easement without first obtaining written consent of the Foundation and of the Lot Owner or Owners and their Mortgagees for whose benefit such easement exists.

9.5. **Lot or Unit Owner's Failure to Maintain:** If the Board determines that any Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance, repair, or replacement of items of which he or she is responsible hereunder, then, the Foundation shall give the Owner written notice of the Owner's failure or refusal and of the Foundation's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board.

Unless the Board determines that an emergency exists, the Owner shall have thirty (30) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within thirty (30) days. If the Board determines that: (1) an emergency exists, or (2) that an Owner has not complied with the demand given by the Foundation as herein provided, then the Foundation may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be a Specific Assessment and lien against the Owner and the Lot or Unit. If, during the course of performing its maintenance responsibilities hereunder, the Foundation discovers that maintenance, repair or replacement is required of an item which is the Owner's responsibility, and such maintenance, repair or replacement must be performed for the Foundation to properly complete its maintenance project, then the Foundation may

perform such work on behalf of the Owner and at the Owner's expense, without prior notice to the Owner, such being deemed an emergency situation hereunder.

Not restricted by and in addition to the foregoing, the Foundation Board, or affected Association(s) Board, shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article to the full extent of Georgia law. These remedies shall be enumerated in the By-Laws and/or in the Foundation Rules, and shall include the ability to fine any Owner for his or her failure to maintain his or her Lot or Unit in accordance with this Section.

If the Board determines that the need for maintenance or repair to the Common Areas was caused through the willful or negligent act of any Owner or Occupant or their family, guests, lessees, or invitees, then the Foundation may assess the cost of any such maintenance, repair, or replacement against the Owner's or Occupant's Lot or Unit, which shall become a lien against the Lot or Unit and shall be collected as provided herein for the collection of Specific Assessments.

9.6. **Maintenance Standards and Interpretation:** The Board of Directors may establish, interpret and enforce maintenance standards for the Community. These standards may vary over time, however, the variances shall not constitute a waiver by the Board of the right to establish and enforce maintenance standards under this Paragraph. No Board decision or interpretation regarding maintenance standards shall constitute a binding precedent with respect to subsequent Board decisions or interpretations.

ARTICLE X - EASEMENTS

10.1. **General:** In addition to those easements provided for in this Article X, there are additional easements recorded on the governing documents, such as plats and recorded documents. All properly recorded and referenced easements shall and do exist.

10.2. **Utilities, Etc:** There is hereby granted a blanket easement upon, across, over and under the property subject to this Declaration or any portion thereof for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limit to, water, sewers, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary equipment and to affix and maintain utility wires, circuits and conduits on, above, across and under said property or any portion thereof. The easements provided for in this Section 10.2 shall in no way affect any other recorded easements on said property.

10.3. **Other:** There is hereby granted a blanket easement to the Foundation, the Neighborhood Associations, their officers, Directors, agents and employees, and to all policemen, firemen, ambulance personnel and all similar persons to enter upon the property subject to this Declaration or any portion thereof in the proper performance of their respective duties. Except in the event of emergencies, the rights accompanying the easements provided for in this Section 10.3 shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with the permission of the Owner or Owners directly affected thereby.

10.4. **Easements for Use and Enjoyment:** Every Owner of a Lot or Unit shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to his or her Lot or Unit, subject to the following provisions:

10.4.1. The right of the Foundation to charge reasonable admission and other fees for the use of any portion of the Foundation Properties, to limit the number of guests of Lot or Unit Owners and tenants who may use the Foundation Properties, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his or her family, tenants, guests, and invitees;

10.4.2. The right of the Foundation to suspend the voting rights of an Owner and the right of an Owner to use the recreational facilities in the Community for any period during which any assessment against his or her Lot or Unit which is provided for herein remains unpaid and for a reasonable period of time for an infraction of the Declaration, By-Laws, or rules and regulations (Reference 5.1.2.1);

10.4.3. The right of the Foundation to borrow money for the purpose of improving the Foundation Properties, or for constructing, repairing, or improving any facilities located or to be located on the Foundation Properties, and for Foundations Properties, and to give as security for the payment of any such loan the Foundation's right to collect assessments;

10.4.4. The right of the Foundation, acting through its Board of Directors, and without a vote of the Members, to grant temporary use licenses, permits, easements and rights-of-way over, under, across and through the Foundation Properties provided that these rights of way are terminable at any point in time by the Board of Directors;

10.4.5. All encumbrances and other matters shown by the public records affecting title to the Foundation Properties.

10.4.6. Any Owner may delegate his or her right of use and enjoyment in and to the Foundation Properties and facilities located thereon to the members of his or her family and his or her tenants and guests. An Owner shall be deemed to have made a delegation of all these rights to the Occupants of such Owner's Lot or Unit, if leased.

10.5. **Easement for Foundation Maintenance:** There is expressly reserved a perpetual easement for the benefit of the Foundation across such portions of the Community, determined in the sole discretion of the Foundation, as are necessary to allow for the maintenance required under this Declaration, including, without limitation: (1) an easement over Lot or Units on which landscape easements, sign easements or utilities easements are located as shown on the Survey for maintenance of the easement areas; and (2) an easement over Lot or Units to allow for maintenance of any lake(s), dam(s) and shoreline(s) located within the Community. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment to Owners' property, reasonable steps shall be taken to protect the property, and damage shall be repaired by the Person causing the damage at its sole expense. In order to allow the exercise of rights created pursuant to this easement concerning the maintenance of lake(s), no tree or structure may be placed within fifteen (15) feet of the line formed by the highest normal pool elevation of any lake without the prior written approval of the Board or its designee.

10.6. **Easements for Maintenance and Repair:** There shall be reciprocal appurtenant easements between adjacent Lot or Units for the purpose of maintaining or repairing the improvements, including, without limitation, landscaping located on each Lot or Unit which easement shall extend to a distance of not more than five (5) feet as measured from any point on the common boundary between the Lot or Units and along a line perpendicular to such boundary at such point. The easement shall be used only for such period of time as is reasonably necessary in order to complete the needed maintenance or repair. The Owner exercising this easement right shall be liable for the prompt repair of any damage to the Lot or Unit over which this easement is exercised which is caused by the maintenance or repair work. The damaged portions of such Lot or Unit shall be restored to substantially the same condition as existed prior to damage.

10.7. **Easement for Street Signs**: There is hereby reserved to the Foundation, and its designees, an easement over and upon all of the Community for ingress to, egress from, installation, construction, landscaping and maintenance of street signs for the Community. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around all street signs.

10.8. **Easement for Entry Features:** There is hereby reserved to the Foundation an easement for ingress, egress, installation, construction, landscaping and maintenance of entry features and similar streetscapes for the Community, over and upon each Lot or Unit which is bounded by the right-of-way providing primary access to the Community and every other Lot or Unit located at the corner of a street intersection. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around such entry features and the right to grade the land under and around such entry features. Owners shall not alter, remove or add improvements to any entry features constructed by the Declarant on any Lot or Unit, or any part of any easement area associated therewith without the prior written consent of the ARC.

10.9. **Pedestrian Easements:** There is hereby expressly reserved a perpetual pedestrian easement for access to the Foundation Properties for the benefit of the Foundation and Owners if and to the extent any such easement is shown on any plat for the Community recorded by Declarant in the land records of the county where the Community is located. Except as may be authorized by the Board in its sole discretion, no motorized vehicles of any type whatsoever (including, but not limited to, motor-scooters, motorbikes, motorcycles, four-wheelers and golf carts) shall be permitted on any such easement area.

10.10. **Public in General:** The easements and rights created in this Paragraph do not, are not intended to, and shall not be construed to create any easements or rights in or for the benefit of the general public; provided, however, nothing set forth herein shall in any way limit or restrict any existing easements or rights already granted to the public as such easements or rights are previously recorded in the Fulton, Georgia records. The Board of Directors hereby reserves the right to close temporarily, to the extent reasonably practicable, upon fifteen (15) days prior written notice (which may be given by posting in conspicuous locations upon the relevant portion of the Community), all or any portion of the Community that, in the reasonable opinion of the Board, may be legally necessary to prevent a dedication thereof, or any accrual of any rights therein, in the general public or in any Person other than the Persons for which such easements are expressly created in this Declaration.

ARTICLE XI - Board of Directors

11.1. **Board of Directors:** The administration of the property subject to the jurisdiction of the Foundation, the maintenance, repair, replacement and operation of the Foundation Properties and facilities and those acts required of the Foundation by this Declaration shall be the responsibility of the Foundation through its Board. The operation of the Board of Directors shall be as described in the By-Laws.

ARTICLE XII - GENERAL PROVISIONS

12.1. **Duration:** The covenants and restrictions of this Declaration shall run with and bind the real property in the Community perpetually to the extent provided in the Act.

The covenants and restrictions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by the Foundation or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns perpetually to the extent provided in the Act.

12.2. **Amendment:** This Declaration of Covenants may be amended at any time and from time to time by the Board of Directors without the consent of the membership if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, the Act, any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA") or judicial determination which shall be in conflict therewith.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of Members in good standing holding at least sixty-six and two-thirds percent (66 2/3%) of the total eligible membership vote as further described in **Voting Directly by Member**, Article (3.2.1). No amendment to this declaration shall become effective until such document has been filed in the Fulton County, Georgia land records.

If legal action is not instituted to challenge the validity of this Declaration of Covenants or any amendment hereto within one (1) year of the recording thereof in the Fulton County, Georgia land records, then such amendment or document shall be presumed to be validly adopted.

12.3. **Notices:** Except where stated otherwise herein, any notice required to be sent to any Member or Owner pursuant to any provision of this Declaration may be served by utilizing the procedures detailed in the By-Laws.

12.4. **Authority and Enforcement:** The Community shall be used only for those uses and purposes set out in this Declaration. Every Owner and Occupant shall comply with this Declaration, the By-Laws and rules and regulations of the Foundation, and any lack of compliance therewith shall entitle the Foundation and, in an appropriate case, one or more aggrieved Owners, to take action to enforce the terms of the Declaration, By-Laws or rules and regulations. In addition to any rights the Foundation may have against an Owner's family, guests, tenants or

occupants, as a result of such person's violation of the Foundation governing legal documents, including this Declaration and any amendments thereto, the B y-Laws and any rules and regulations of the Foundation, the Foundation may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or Occupants.

The Board shall have the power to impose reasonable fines, which shall constitute a Specific Assessment and lien upon the Owner's Lot or Unit, and to suspend an Owner's right to vote (Article 5.1.2.1) and/or to use the Foundation Properties for violation of any duty imposed under the Declaration, By-Laws or Foundation rules. However, nothing herein shall authorize the Foundation or the Board of Directors to deny ingress and egress to or from a Lot or Unit. If any occupant of a Lot or Unit violates the Declaration, By-Laws or Foundation rules, a fine may be imposed against the Owner and/or occupant, as set forth below. The failure of the Board to enforce any provision of the Declaration, By-Laws or Foundation rules shall not be deemed a waiver of the right of the Board to do so thereafter.

In any enforcement action taken by the Foundation under this Paragraph, to the maximum extent permissible, all costs incurred by the Foundation in abating a violation or otherwise taking action to enforce the Declaration, By-Laws or Foundation rules, including reasonable attorney's fees actually incurred, may be assessed against the violating Owner and/or occupant.

12.5. **Fining and Suspension Procedure:** The Board shall not impose a fine, suspend the right to vote or suspend the right to use the Foundation Properties unless and until the Foundation has sent or delivered written notice to the violator as provided in subsection 12.5.1 below. However, compliance with this subparagraph shall not be required for the following: (1) late charges on delinquent assessments; (2) suspension of voting rights if an Owner is shown on the Foundation's records to be more than thirty (30) days delinquent in any payment due the Foundation, in which case suspension of the right to vote shall be automatic; (3) suspension of the right to use the Common Elements if an Owner is shown on the Foundation's records to be more than thirty (30) days delinquent in any payment due the Foundation, in which case suspension of the right to use the Common Elements shall be automatic.

12.5.1. **Notice:** If any provision of the Declaration or By-Laws or any Foundation rule is violated, the Board shall send the violator written notice identifying the violation and fine(s) and/or suspension(s) being imposed and advising the violator of the right to request a hearing before a board as described in Article 8, Section 6 of the By-Laws to contest the violation or the fine(s) and/or suspension(s) or to request reconsideration of the fine(s) and/or suspension(s). Fines and/or suspensions may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the violator's right to request a hearing before such board to challenge the fine(s) and/or suspension(s). In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

12.5.2. **Hearing:** Requests for a hearing to appeal any fine shall be in accordance with the By-Laws.

12.5.3. **Additional Hearing:** Requests for an additional hearing to appeal any fine shall be in accordance with the By-Laws.

12.5.4. **Additional Enforcement Rights:** Notwithstanding anything to the contrary herein contained, the Board may elect to enforce any provision of the Declaration, the By-Laws, or the rules and regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking regulations) and/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 subparagraph 12.5.1 above.

The Foundation or its duly authorized agent shall have the power to enter a Lot or Unit or upon any portion of the Foundation Properties to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the By-Laws or the rules and regulations; provided, however, the violating Owner or occupant is given at least fourteen (14) days prior written notice (unless an emergency exists which negates this notice requirement) requesting that the violation be removed and abated and the property restored to substantially the same condition as existed prior to the structure, thing or condition being placed on the property and causing the violation. Such removal, abatement and restoration shall be accomplished at the violator's sole cost and expense. If the Foundation exercises its right subject to this subparagraph, all costs of self-help, including but not limited to, reasonable attorney's fees actually incurred, shall be assessed against the violating Owner or occupant and shall constitute a lien against the Lot or Unit. All such amounts shall be collected as an assessment pursuant to this Declaration. Additionally, the Foundation shall have the authority to record in the Fulton County land records a notice of violation identifying any uncured violation of the Declaration, By-Laws or rules and regulations regarding the Lot or Unit.

12.5.5. **Failure to Enforce.** Notwithstanding the above, no right of action shall exist against the Foundation for failure of enforcement where:

(1) the Board determines that the Foundation's position is not strong enough to justify taking enforcement action; or

(2) a particular violation is not of such a material nature as to be objectionable to a reasonable person or justify the expense and resources to pursue; or

(3) the Owner or party asserting a failure of enforcement possesses an independent right to bring an enforcement action therefore at law or in equity and has failed to do so.

12.6. **Partition:** The Foundation Properties shall remain undivided, and no Lot or Unit Owner nor any other person shall bring any action for partition or division of the whole or any part thereof without initiating the request to the Foundation Board of Directors.

12.7. **Gender and Grammar:** The singular, wherever used herein, shall be construed to mean the plural, when applicable and the use of the masculine pronoun shall include the feminine and neuter.

12.8. **Severability:** Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the

application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

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

12.11. **Indemnification:** The Foundation shall indemnify every officer, Director and committee member as provided in 6.3 herein.

12.12. **The Corporate Seal:** The Foundation shall have a seal in circular form, having within its circumference the following words: Martin's Landing Foundation, Inc.

12.13. **Security:** The Foundation may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve SECURITY IN the COMMUNITY; however, each Owner, for himself or herself and his or her tenants, guests, licensees, and invitees, acknowledges and agrees that the Foundation IS NOT a provider of security and THE FOUNDATION shall NOT have a duty to provide security IN the COMMUNITY. Furthermore, the Foundation does not guarantee that non-owners and non-occupants will not gain access to the Community and commit criminal acts in the Community nor does the foundation guarantee that criminal acts in the Community will not be committed by other Owners or occupants. It shall be the responsibility of each Owner to protect his or her person and property and all responsibility to provide such security shall lie solely with each Owner. The Foundation shall NOT be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of measures undertaken.

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

IN WITNESS WHEREOF, the undersigned, being the duly appointed officers of Foundation have executed this instrument and affixed the corporate seal this 29th day of April, 2008.

MARTIN'S LANDING FOUNDATION, INC.,
a Georgia nonprofit corporation

By: _____ (SEAL)

Name: Lisa Schaller

Title: President, Martin's Landing Foundation

Signed, sealed, and delivered this 29th day of April, 2008.

_____
NOTARY PUBLIC
(Notary Seal)

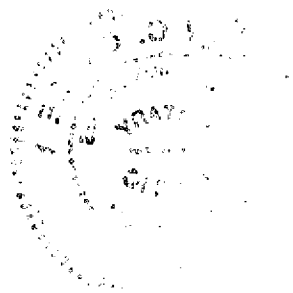
SHIRLEY C. CROCE NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES JULY 12, 2011

WITNESS:

Debra A Currere
Printed Name (Witness)

Debra A Currere
Signature (Witness)





Martin's Landing Homes Association, Inc.
"North Shore Homeowner's Association"
Jennie Bushey, President
1130 Northshore Drive
Roswell, GA 30076

Date: April 29, 2008

Subject: Certificate of Consent

Pursuant to Article XI-General Provisions, Section 2-Amendment, of the Foundation Declaration of Covenants and Restrictions for Martin's Landing, dated 22 October 1970, the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Martin's Landing Foundation, Inc., dated 29 April 2008, which affect, directly or indirectly, the Association properties and the rights and obligations of the Association are hereby consented and agreed to on behalf of the Martin's Landing Homes Association, Inc.

Martin's Landing Homes Association, Inc.
dba Northshore Homeowner's Association

Respectfully Submitted By:

Jennie Bushey, President
Martin's Landing Homes Association, Inc.

Signed, sealed, and delivered this 29th day of April 2008

Notary Public: Shirley C. Croce
(Notary Seal)

SHIRLEY C. CROCE
NOTARY PUBLIC
MY COMMISSION EXPIRES
JULY 12, 2011
FULTON COUNTY, GEORGIA

Witness: Debra A Currere
Signature
Debra A Currere
Printed Name

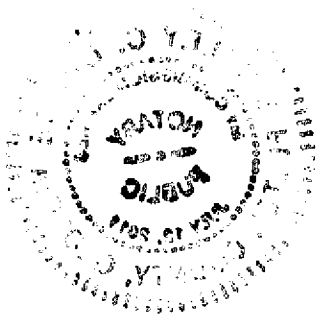


EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lots 569 and 581 of the 1st District, 2d Section, Fulton County, Georgia and being more particularly shown on a plat of survey by Watts & Browning, Engineers, Atlanta, Georgia entitled "Unit Four Martin's Landing", dated June 26, 1970, revised October 13, 1970 and filed on October 22, 1970 in the Office of the Clerk of Superior Court of Fulton County, Georgia, in Plat Book 95, Page 123, Fulton County Records, less and excluding, that which is designated on said plat of survey as Lots 10 and 31 of Block "D"

All that tract or parcel of land lying and being in Land Lots 617 and 618, of the 1st District, 2d Section, Fulton County, Georgia as more particularly shown on that certain plat of survey prepared by Watts & Browning, Engineers, dated June 6, 1979, entitled "Unit Three-B", Martins Landing Subdivision" recorded in Plat Book 117, Page 71 of the Fulton County, Georgia land records.

All that tract or parcel of land lying and being in Land Lots 629 and 630 of the 1st District, 2d Section, Fulton County, Georgia and being more particularly described on that certain plat of survey prepared by Watts & Browning Engineers, dated November 10, 1978, entitled "Unit One, Parkside Subdivision" recorded in Plat Book 114, Page 88, Fulton County, Georgia land records.

All that tract or parcel of land lying and being in Land Lots 571, 579, 580 of the 1st District, 2d of Fulton County, Georgia and being more particularly described on that certain plat of survey prepared by Watts & Browning, Engineers, dated June 4, 1980, entitled "Southshore Section B, Unit Five, Martins Landing Subdivision" recorded in Plat Book 119, Page 102, Fulton County, Georgia land records.

All that tract or parcel of land lying and being in Land Lots 533, 534, 569, and 570 of the 1st District, 2d Section, Fulton County, Georgia and being more particularly identified as lots 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, and 69 of Block B; and lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, of Block C; and lots 3, 4, 15 and 16, Block D, all of which being in Unit Two, Martin's Landing Subdivision and being more particularly described on that certain plat of survey prepared by Watts & Browning, Engineers, dated July 16, 1970 and recorded in Plat Book 95, Page 44, of the office of the Clerk of Superior Court, Fulton County, Georgia land records.

All that tract or parcel of land lying and being in Land Lots 569, 570, 580 and 581 of the 1st District, 2d Section, Fulton County, Georgia and being more particularly identified as lots 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47 and 48 of Block A; and lots 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49 and 50 of Block B; and lots 17, 18, 19, 20, 21, and 22 of Block D, all of which being in Unit Three, Martin's Landing Subdivision and being more particularly described on that certain plat of survey prepared by Watts & Browning, Engineers, dated July 16, 1970 entitled Unit Three, Martins Landing, dated April 26, 1971 and recorded in Plat Book 97, Page 1 of the office of the Clerk of Superior Court, Fulton County, Georgia records.

All that tract or parcel of land lying and being in Land Lots 579, 580, 617, and 618 of the 1st District, 2d Section, Fulton County, Georgia and being more particularly described on that certain plat of survey prepared by Watts & Browning, Engineers, dated June 6, 1979 and entitled

"Section B-Unit 2, Martins Landing Subdivision", and recorded in Plat Book 105, Page 5 of the office of the Clerk of Superior Court, Fulton County, Georgia records.

All that tract or parcel of land lying and being in Land Lots 617, and 618 of the 1st District, 2d Section, Fulton County, Georgia and being more particularly described on that certain plat of survey prepared by Watts & Browning, Engineers, dated July 3, 1973 and entitled "Unit Three-B, Martins Landing Subdivision", and recorded in Plat Book 116, Page 71 of the office of the Clerk of Superior Court, Fulton County, Georgia records.

All that tract or parcel of land lying and being in Land Lots 572, 578, and 579 of the 1st District, 2d Section, Fulton County, Georgia and being more particularly described on that certain plat of survey prepared by Watts & Browning, Engineers, dated January 7, 1975 and entitled "Section B-Unit 4, Martins Landing Subdivision", and recorded in Plat Book 106, Page 100 of the office of the Clerk of Superior Court, Fulton County, Georgia records.

All that tract or parcel of land lying and being in Land Lots 571, 579 and 580 of the 1st District, 2d Section, Fulton County, Georgia and being more particularly described on that certain plat of survey prepared by Watts & Browning, Engineers, dated June 4, 1980 and entitled "Southshore Section B, Unit Five, Martins Landing Subdivision", and recorded in Plat Book 119, Page 102 of the office of the Clerk of Superior Court, Fulton County, Georgia records.

All that tract or parcel of land lying and being in Land Lots 665 and 628 of the 1st District, 2d Section, Fulton County, Georgia and being more particularly described on that certain plat of survey prepared by Watts & Browning, Engineers, dated June 9, 1975 and entitled "Section C-Unit 4, Martins Landing Subdivision", and recorded in Plat Book 107, Page 115 of the office of the Clerk of Superior Court, Fulton County, Georgia records.

All that tract or parcel of land lying and being in Land Lots 568, 582 and 583 of the 1st District, 2d Section, Fulton County, Georgia and being more particularly described on that certain plat of survey prepared by Watts & Browning, Engineers, dated August 20, 1973 and entitled "Section F- Unit 3, Martins Landing Subdivision", and recorded in Plat Book 105, Page 8 of the office of the Clerk of Superior Court, Fulton County, Georgia records.

All that tract or parcel of land lying and being in Land Lots 629 and 630 of the 1st District, 2d Section, Fulton County, Georgia and being more particularly described on that certain plat of survey prepared by Watts & Browning, Engineers, dated November 10, 1978 and entitled "Unit One, Parkside Subdivision, Martins Landing Subdivision", and recorded in Plat Book 114, Page 88 of the office of the Clerk of Superior Court, Fulton County, Georgia records.

All that tract or parcel of land lying and being in Land Lots 615, 616, 629 and 630 of the 1st District, 2d Section, Fulton County, Georgia and being more particularly identified as and being more particularly described on that certain plat of survey prepared by Watts & Browning, Engineers, dated April 24, 1979 and entitled "Unit Two, Parkside Subdivision, Martins Landing Subdivision", and recorded in Plat Book 116, Page 110 of the office of the Clerk of Superior Court, Fulton County, Georgia records.

All that tract or parcel of land lying and being in Land Lots 630 of the 1st District, 2d Section, Fulton County, Georgia and being more particularly identified as and being more particularly described on that certain plat of survey prepared by Watts & Browning, Engineers, dated June 10, 1980 and entitled "Unit Three –A, Parkside", and recorded in Plat Book 121, Page 3 of the office of the Clerk of Superior Court, Fulton County, Georgia records.

All that tract or parcel of land lying and being in Land Lots 615 and 616 of the 1st District, 2d Section, Fulton County, Georgia and being more particularly identified as and being more particularly described on that certain plat of survey prepared by Watts & Browning, Engineers, dated June 11, 1980 and entitled "Unit Three-B, Parkside", and recorded in Plat Book 121, Page 4 of the office of the Clerk of Superior Court, Fulton County, Georgia records.

All that tract or parcel of land lying and being in Land Lots 615, 616, 629 and 630 of the 1st District, 2d Section, Fulton County, Georgia and being more particularly identified as and being more particularly described on that certain plat of survey prepared by Watts & Browning, Engineers, dated June 12, 1980 and entitled "Unit Three-C, Parkside", and recorded in Plat Book 121, Page 5 of the office of the Clerk of Superior Court, Fulton County, Georgia records.

All that tract or parcel of land lying and being in Land Lots 613, 614, 615, 631, and 632 of the 1st District, 2d Section, Fulton County, Georgia and being more particularly identified as and being more particularly described on that certain plat of survey prepared by Watts & Browning, Engineers, dated August 20, 1973 and entitled "North Pond East-Unit 3", and recorded in Plat Book 105, Page 3 of the office of the Clerk of Superior Court, Fulton County, Georgia records.

All that tract or parcel of land lying and being in Land Lots 663 and 664 of the 1st District, 2d Section, Fulton County, Georgia and being more particularly identified as lots 1, 2, 3, and 4 of Block B of Unit One Six Branch's Martin's Landing Subdivision and being more particularly described on that certain plat of survey prepared by Watts & Browning, Engineers, dated July 26, 1971and recorded in Plat Book 97, Page 110, of the office of the Clerk of Superior Court, Fulton County, Georgia land records.

All those parcels of property being identified as: Parcel ID 12-2420-0582-032-2, Parcel ID 12-2411-0614-041-6; Parcel ID 12-2430-0616-007-2; Parcel ID 12-2312-0534-054-6; Parcel ID 12-2312-0534-053-8; Parcel ID 12-2540-0629-019-9; Parcel ID 12-2320-0532-003-5; Parcel ID 12-2530-0632-020-4; Parcel ID 12-2530-0631-021-3; and Parcel ID 12-2530-0632-022-0 in the Fulton County, Georgia tax records.

EXHIBIT A CONT'D

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 581, 583, 615, 616 and 617 of the 1st District, 2nd Section, Fulton County, Georgia and being more particularly described as follows:

BEGINNING at an iron pin on the Southeasterly right-of-way line of Martin Road (said road having a right-of-way 60 feet in width), said iron pin being located 391.34 feet Easterly and Northeasterly, as measured along the Southerly and Southeasterly right-of-way line of Martin Road and following the curvature thereof, from the corner formed by the intersection of the Southerly right-of-way line of Martin Road with the Easterly right-of-way line of Martin Ridge Road (said road having a right-of-way 50 feet in width); thence Northeasterly, along the Southeasterly right-of-way link of Martin Road and following the curvature thereof, 210.26 feet to a point; thence South 50° 39' 30" East 209.6 feet to a point; thence South 30° 15' 30" East 192.3 feet to a point; thence South 04° 44' 30" West 93.4 feet to a point; thence South 17° 15' 30" East 70.0 feet to a point; thence North 82° 44' 30" East 190.0 feet to a point; thence South 03° 15' 30" East 381.0 feet to a point; thence South 32° 15' 30" East 159.0 feet to a point; thence South 62° 44' 30" West 35.0 feet to a point; thence South 27° 15' 30" East 143.0 feet to a point; thence South 62° 44' 30" West 115.0 feet to a point; thence South 27° 15' 30" East 194.0 feet to a point; thence North 62° 44' 30" East 13.0 feet to a point; thence South 27° 15' 30" East 38.0 feet to a point; thence South 62° 44' 30" West 15.0 feet to a point; thence South 27° 15' 30" East 50.0 feet to a point; thence South 58° 14' 30" West 245.4 feet to an iron pin; thence South 78° 00' West 130.0 feet to a manhole; thence South 80° 15' 30" West, along a sanitary sewer line, 168.0 feet to a manhole; thence South 65° 41' 30" West, along said sanitary sewer line 140.0 feet to an iron pin; thence North 01° 01' 30" West 110.0 feet to an iron pin; thence North 10° 00' East 160.0 feet to an iron pin; thence North 25° 45' West 500.0 feet to an iron pin; thence North 16° 00' West 165.0 feet to an iron pin; thence North 08° 00' East 300.0 feet to an iron pin; thence North 00° 08' West 375.0 feet to said iron pin on the Southeasterly right-of-way line of Martin Road at the POINT OF BEGINNING; said tract containing 20.07 acres, more or less, and being more fully shown as "Phase I" on plat of survey entitled "Martin's Landing Apartments", dated August 26, 1971, as finally revised September 21, 1971, prepared by Watts & Browning, Engrs.

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EXHIBIT A CONT'D

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 581, 582, 615, 616 and 617 of the 1st District, 2nd Section, Fulton County, Georgia and being more particularly described as follows:

BEGINNING at an iron pin on the Southeasterly right-of-way line of Martin Road (said road having a right-of-way 60 feet in width), said iron pin being located 991.34 feet Easterly and Northeasterly, as measured along the Southerly and Southeasterly right-of-way line of Martin Road and following the curvature thereof, from the corner formed by the intersection of the Southerly right-of-way line of Martin Road with the Easterly right-of-way line of Martin Ridge Road (said road having a right-of-way 50 feet in width); thence Northeasterly, along the Southeasterly right-of-way line of Martin Road and following the curvature thereof, 210.26 feet to a point; thence South 50°59'30" East 209.6 feet to a point; thence South 30°15'30" East 192.3 feet to a point; thence South 04°44'30" West 93.4 feet to a point; thence South 17°15'30" East 70.0 feet to a point; thence North 62°44'30" East 190.0 feet to a point; thence South 03°15'30" East 381.0 feet to a point; thence South 32°15'30" East 159.0 feet to a point; thence South 62°44'30" West 35.0 feet to a point; thence South 27°15'30" East 143.0 feet to a point; thence South 62°44'30" West 115.0 feet to a point; thence South 27°15'30" East 184.0 feet to a point; thence North 62°44'30" East 15.0 feet to a point; thence South 27°15'30" East 38.0 feet to a point; thence South 62°44'30" West 15.0 feet to a point; thence South 27°15'30" East 50.0 feet to a point; thence South 58°14'30" West 245.4 feet to an iron pin; thence South 78°00' West 130.0 feet to a manhole; thence South 80°15'30" West, along a sanitary sewer line, 168.0 feet to a manhole; thence South 65°41'30" West, along said sanitary sewer line 140.0 feet to an iron pin; thence North 01°01'30" West 110.0 feet to an iron pin; thence North 10°00' East 160.0 feet to an iron pin; thence North 25°45' West 500.0 feet to an iron pin; thence North 16°00' West 165.0 feet to an iron pin; thence North 08°00' East 300.0 feet to an iron pin; thence North 00°08' West 375.0 to said iron pin on the Southeasterly right-of-way line of Martin Road at the POINT OF BEGINNING; said tract containing 20.07 acres, more or less, and being more fully shown as "Phase I" on plat of survey entitled "Martin's Landing Apartments," dated August 26, 1971, as finally revised September 21, 1971, prepared by Watts & Browning, Engrs.

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EXHIBIT A CONT'D

All that tract or parcel of land lying and being in Land Lots 332 and 333 of the 1st District and 2nd Section of Fulton County, Georgia, and being more particularly described as follows:

Beginning at a point on the southwesterly R/W of Riverside Drive (60' R/W) 784.1 feet southeasterly from the intersection formed by the southwesterly R/W of Riverside Drive (60' R/W) and the centerline of Northshore Drive (If said centerline were extended in a southwesterly direction to intersect the southwesterly R/W of Riverside Drive) and running thence S 36° 22' E along the southwesterly R/W of Riverside Drive (60' R/W) a distance of 25.3 feet to a point; running thence S 61° 57' W a distance of 185.0 feet to a point; running thence S 29° 03' E a distance of 70.0 feet to a point; running thence S 24° 35' 30" W a distance of 326.0 feet to a point; running thence S 33° 14' W a distance of 263.0 feet to a point; running thence S 45° 25' W a distance of 13 feet, more or less, to the northeasterly edge of the Chattahoochee River; running thence in a northwesterly direction along the northeasterly edge of the Chattahoochee River, and following the meanderings thereof, a distance of 1,015 feet, more or less, to a point; running thence N 89° 34' E a distance of 669 feet, more or less, to a point; running thence 00° 26' E a distance of 279.9 feet to a point; running thence N 61° 57' E a distance of 441.0 feet to the southwesterly R/W of Riverside Drive (60' R/W) and the point of beginning; said property containing 8.5 acres, more or less, as per plat of survey prepared by Watts & Browning, dated October 23, 1975, revised February 23, 1976. Said Plat entitled "Phase I - River Club for Martin's Landing".

EXHIBIT A CONT'D

TRACT II

ALL THAT TRACT or parcel of land lying and being in Land Lots 615 and 616 of the First District, Second Section, Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at a point located on the southeasterly right-of-way line of Martin Road (being a 60 foot right-of-way), which point is located 1201.42 feet northeasterly, as measured along the southeasterly right-of-way line of Martin Road and along the arc of a curve (said arc being subtended by a chord bearing north 88 degrees 47 minutes 12 seconds east and having a chord distance of 1161.03 feet) from the point of intersection of the southeasterly right-of-way line of Martin Road and the easterly right-of-way line of Martin Ridge Road (being a 50 foot right-of-way); run thence in a northeasterly direction along the arc of a curve to the left (said arc being subtended by a chord bearing north 62 degrees 30 minutes 17 seconds east and having a chord distance of 77.80 feet and a radius of 666.62 feet) a distance of 77.84 feet to a point, which point marks the TRUE POINT OF BEGINNING; from said TRUE POINT OF BEGINNING as thus established and continuing in a northeasterly direction along the southeasterly right-of-way line of Martin Road and along the arc of a curve to the left (said arc being subtended by a chord bearing north 54 degrees 19 minutes 49 seconds east and having a chord distance of 112.26 feet and a radius of 666.62 feet) a distance of 112.40 feet to a point; running thence north 49 degrees 30 minutes 00 seconds east, along said right-of-way line, a distance of 44.49 feet to a point; thence leaving said right-of-way line and running in a southeasterly direction along the arc of a curve to the right (said arc being subtended by a chord bearing south 69 degrees 28 minutes 06 seconds east and having a chord distance of 28.58 feet and a radius of 29.50 feet) a distance of 29.83 feet to a point; running thence south 40 degrees 30 minutes 00 seconds east a distance of 56.45 feet to a point; running thence in a southeasterly direction along the arc of a curve to the left (said arc being subtended by a chord bearing south 48 degrees 52 minutes 30 seconds east and having a chord distance of 90.16 feet and a radius of 309.50 feet) a distance of 90.48 feet to a point; running thence south 57 degrees 15 minutes 00 seconds east a distance of 105.52 feet to a point; running thence in a southeasterly direction along the arc of a curve to the right (said arc being subtended by a chord bearing south 44 degrees 07 minutes 30 seconds east and having a chord distance of 74.48 feet and a radius of 164.00 feet) a distance of 75.14 feet to a point; running thence south 31 degrees 00 minutes 00 seconds east a distance of 26.83 feet to a point; running thence in a southeasterly direction along the arc of a curve to the right (said arc being subtended by a chord bearing south 02 degrees 00 minutes 33 seconds east and having a chord distance of 18.90 feet and a radius of 19.50 feet) a distance of 19.73 feet to a point; running thence in a southeasterly direction along the arc of a curve to the left (said arc being subtended by a chord bearing south 00 degrees 36 minutes 12 seconds east and having a chord distance of 50.94 feet and a radius of 55.00 feet) a distance of 52.96 feet to a point; running thence south 61 degrees 48 minutes 45 seconds west a distance of 9.85 feet to a point; running thence south 67 degrees 15 minutes 00 seconds west a distance of 66.63 feet to a point; running thence south 17 degrees 17 minutes 27 seconds east a distance of 105.58 feet to a point; running thence north 86 degrees 00 minutes 00 seconds west a distance of 48.00 feet to a point; running thence south 66 degrees 41 minutes 16 seconds west a distance of 153.43 feet to a point; running thence north 04 degrees 44 minutes 30 seconds east a distance of 76.16 feet to a point; running thence north 30 degrees 15 minutes 30 seconds west a distance of 192.30 feet to a point; running thence north 50 degrees 59 minutes 30 seconds west a distance of 55.00 feet to a point; running thence north 20 degrees 59 minutes 32 seconds west a distance of 142.70 feet to the TRUE POINT OF BEGINNING; said tract being designated Tract II and containing 1.477 acres as per survey for The Landings Townhomes Association of Fulton County, Inc., prepared by Post, Buckley, Schuh & Jernigan, Inc., dated October 28, 1982.

All that tract or parcel of land lying and being in Land Lots 532, 533, 534, 568, 569, 570, 571, 572, 578, 579, 580, 581, 582, 583, 617, 613, 614, 615, 616, 618, 628, 629, 630, 631, 662, 663, 664, 665 and 666 of the First District, Second Section of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at the intersection of the North line of Land Lot 534, said District, Section, County and State, with the easterly right of way of Riverside Road, which has a 60-foot right of way; running thence southeasterly along the easterly right of way of Riverside Road 738.2 feet to the southerly line of property formerly owned by Dr. F. James Funk, Jr.; thence North 89°20' West 63.77 feet to the westerly right of way of said road; thence continuing North 80° 20' West 720.96 feet, more or less, to the centerline of the Chattahoochee River; running thence southerly and southeasterly along the centerline of said river, and following the meanderings thereof, 5,545 feet, more or less, to the intersection of the centerline of said river with the South line of Land Lot 572, said District, County and State; thence North 89°48'30" East along the South line of said Land Lot 730 feet, more or less, to the Southeast corner of said Land Lot; thence North 89°47' East along the South line of Land Lot 578, 1,356.5 feet to the Southeast corner of said Land Lot; thence North 0°5'30" West along the East line of Land Lot 578, 1,275.6 feet to the Northeast corner of said Land Lot; thence North 88°21'30" East along the South line of Land Lot 618, 1,355.2 feet to the Southeast corner of said Land Lot; thence North 0°02' West along the East line of Land Lot 618, 1,333.1 feet to the Northeast corner of said Land Lot; thence South 89°27'30" East along the South line of Land Lot 628, 1,351.7 feet to the Southeast corner of said Land Lot; thence South 0°13' West along the West line of Land Lot 666, 197.8 feet to the northerly right of way of Eaves Road, which has a 30-foot right of way; thence northeasterly along the northerly right of way of said road, and following the curvature thereof, 1608.0 feet to the intersection of the northerly right of way of said road with the East line of Land Lot 665; thence North 1°07' West along the East line of Land Lot 665, 952.7 feet to the northeast corner of said Land Lot; thence North 0°07'30" West along the East line of Land Lots 664 and 663, 1550.0 feet to the centerline of Old Holcomb Bridge Road (as the same was located prior to the relocation of said road); thence northwesterly along the centerline of Old Holcomb Bridge Road, and following the curvature thereof, 2,020 feet, more or less, to the intersection of the centerline of said road with the southwesterly right of way of Holcomb Bridge Road, which has a 100-foot right of way; thence northwesterly along the southwesterly right of way of Holcomb Bridge Road, and following the curvature thereof, 2,858 feet to an iron pin; thence South 4°41'30" East 228.8 feet to an iron pin; thence North 88°50' West 259.9 feet to an iron pin; thence North 1°55'30" West 368.6 feet to an iron pin on the southwesterly right of way of Holcomb Bridge Road; thence northwesterly along the southwesterly right of way of said road 88.4 feet to an iron pin; thence South 1°57' East 707.5 feet to an iron pin on the north line of Land Lot 614; thence North 89°38' West along said North Land Lot line 586.3 feet to the northwest corner of Land Lot 614; thence South 0°50'30" East along the West line of Land Lot 614, 700.9 feet to an iron pin; thence South 89°24' West 1,424.5 feet to an iron pin on the West line of Land Lot 583; thence South 0°28'30" West along the West line of Land Lot 583, 620 feet to the Southwest corner of said Land Lot; thence south 89° 16'

EXHIBIT A CONT'D

West along the North line of Land Lot 568, 1,318.4 feet to the Northwest corner of said Land Lot; thence South 0°27' East along the West line of Land Lot 568, 1,320.8 feet to the Southwest corner of said Land Lot; thence North 89°18'30" West along the North line of Land Lot 534, 1,249.5 feet to the intersection of said North Land Lot line with the easterly right of way of Riverside Road, the point of beginning.

LESS AND EXCEPT those portions of the above described property lying within the bounds of public roads and rights of way.

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 534 and 569 of the 1st District, 2nd Section, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at the corner formed by the intersection of the Northeasterly side of Riverside Drive with the Northwesternmost side of Martin Road; thence North 24 degrees 57 minutes West, along said Northeasterly side of Riverside Drive, 145.5 feet to a point; continuing thence Northwesterly along said Northeasterly side of Riverside Drive, and following the curvature thereof, to a point, said point being located North 22 degrees 17 minutes West 97.1 feet, as measured along a chord line from the terminus of the preceding course; continuing thence North 19 degrees 38

minutes West, along said Northeasterly side of Riverside Drive, 801.8 feet to a point; continuing thence Northwesterly along said Northeasterly side of Riverside Drive, and following the curvature thereof, to a point on the North line of said Land Lot 534, said point being located North 28 degrees 02 minutes West 260.5 feet as measured along a chord line from the terminus of the preceding course; thence South 89 degrees 23 minutes East, along the North line of said Land Lot 534, 1249.2 feet to the common corner of Land Lots 534, 535, 568 and 569, said District and Section; thence South 25 degrees 23 minutes East 313.7 feet to a point on the Northwesterly side of Martin Road; thence Southwesterly along the Northwesterly side of Martin Road, and following the curvature thereof, to a point, said point being located South 50 degrees 41 minutes West 69.9 feet, as measured along a chord line from the terminus of the preceding course; continuing thence Southwesterly along the Northwesterly side of Martin Road, and following the curvature thereof, to a point, said point being located South 57 degrees 13 minutes West 108.8 feet, as measured along a chord line from the terminus of the preceding course; continuing thence South 61 degrees 10 minutes West, along the Northwesterly side of Martin Road, 82.6 feet to a point; continuing thence Southwesterly along the Northwesterly side of Martin Road, and following the curvature thereof, to a point, said point being located South 49 degrees 25 minutes West 245.6 feet, as measured along a chord line from the

terminus of the preceding course; continuing thence South 37 degrees 40 minutes West along the Northwesterly side of Martin Road 131.9 feet to a point; continuing thence Southwesterly along the Northwesterly side of Martin Road, and following the curvature thereof, to a point, said point being located South 27 degrees 25 minutes West 237.2 feet, as measured along a chord line from the terminus of the preceding course; continuing thence South 17 degrees 10 minutes West along the Northwesterly side of Martin Road 116.7 feet to a point; continuing thence Southwesterly along the Northwesterly side of Martin Road, and following the curvature thereof, to a point, said point being located South 42 degrees 25 minutes West 155.5 feet, as measured along a chord line from the terminus of the preceding course; continuing thence South 67 degrees 40 minutes West, along said Northwesterly side of Martin Road, 173.4 feet to said corner formed by the intersection of said Northeasterly side of Riverside Drive with the Northwesternmost side of Martin Road at the point of beginning; said tract containing 20.3647 acres as per plat entitled " 'Hillside' Phase I" by Southland Engineers & Surveyors, Inc., dated November 17, 1970 and filed of even date herewith for record in the office of the Clerk of the Superior Court of Fulton County, Georgia, in Plat Book 96, at Page 19, which plat is incorporated herein and by reference made a part hereof for a more complete description of the real property made subject hereto.

EXHIBIT A CONT'D

LESS AND EXCEPT

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 531, 532, 533 and 534 of the 1st District, 2nd Section of Fulton County, Georgia, and being more particularly described as follows:

Commencing at a point located on the southwesterly line of the right-of-way of Riverside Road (having a sixty-foot right-of-way) in Land Lot 533 of said District and Section, said point of beginning also being located at the northeast corner of property known as the River Club, Phase I; running thence south 61 degrees 57 minutes west along the boundary common to the River Club property a distance of 441.0 feet to a point; running thence north 00 degrees 26 minutes west along the common boundary of the River Club property a distance of 279.9 feet to a point; running thence south 89 degrees 34 minutes west along the common boundary of the River Club property a distance of 670 feet, more or less, to a point on the easterly edge of the Chattahoochee River; running thence in a northerly direction along the easterly edge of the Chattahoochee River a distance of 2,010 feet, more or less, to a point; running thence north 89 degrees 36 minutes 30 seconds east a distance of 610 feet, more or less, to a point located on the southwesterly line of the right-of-way of Riverside Road; running thence in a southeasterly direction along the southwesterly line of the right-of-way of Riverside Road, and following the curvature thereof, a distance of 2,223.1 feet to the point of beginning; said property containing 38 acres, more or less, as shown on that certain plat prepared by Watts and Browning, Engineers, dated October 18, 1982.

Exhibit "B"

Amended and Restated By-Laws
FOR
MARTIN'S LANDING FOUNDATION, INC.

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ARTICLE I - NAME, PURPOSE, AND LOCATION

1.1. **Name**: Described in the Declaration of Covenants.

1.2. **Purpose:** Described in the Declaration of Covenants.

1.3. **Location:** In addition to the Covenant-directed items, should the office be moved, the new location address shall be published in a letter distributed to all Members of the foundation as provided for in By-Laws Article 12, Section 3, "Notices."

ARTICLE II - DEFINITIONS

Generally, terms used in the By-Laws are defined in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Martin's Landing Foundation, and shall have their normal, generally accepted meanings or the meanings given in the Act or the Georgia Nonprofit Corporation Code.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

3.1. **Membership:** Covenant-directed.

3.2. **Voting Procedures:** Pursuant to the Declaration of Covenants and the following.

3.2.1. **Quorum Requirement for Voting Directly by Member**: The quorum required when **Voting Directly by Member** is three-fourths (3/4) of the Members in good standing of the Foundation.

3.2.2. **Quorum Requirement for Voting which may be Delegated through Proxy or Representative**: The quorum required when **Voting which may be Delegated through Proxy or Representative** is three-fourths (3/4) of the Members in good standing of the Foundation.

3.3. **Membership Voting Enumerated per Lot or Unit:** Covenant-directed.

3.4. **Suspension of Membership Rights:** Covenant-directed.

3.5. **Meetings of the Membership:** Notice to the Membership of the Foundation shall be in accordance with the following procedure.

3.5.1. **Notice Requirements:** The Secretary shall give notice of each annual or special membership meeting to the record Owner or Owners of each Lot or Unit, or to the Lot or Unit address, at least twenty-one (21) days prior to each annual membership meeting and at least seven (7) days prior to each special membership meeting. The notice shall be posted in a conspicuous place and state the date, time and location of the meeting, and for any special meeting, the purpose of the meeting. Giving notice as provided in these By-Laws shall be considered proper service of notice.

3.5.2. **Waiver of Notice:** Waiver of notice of a membership meeting shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any membership meeting, either before or after such meeting. Attendance at a meeting by a Member, whether in person or represented by proxy, shall be deemed waiver by such Member of improper notice of the date, time, and location thereof and of any specific business being conducted at such meeting, unless such Member specifically objects to improper notice at the time the meeting is called to order or the Member objects to improper notice of the specific business before the business is put to a vote.

3.5.3. **Quorum for Meetings of the Membership:** The presence, in person or by proxy at the beginning of the meeting, of Members entitled to cast 10% of the eligible vote of the Foundation 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. In establishing the total number of eligible votes for a quorum, if a Lot or Unit is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, or if the voting rights for a Lot or Unit have been suspended, that Lot or Unit shall not be counted as an eligible vote.

ARTICLE IV - PROPERTY RIGHTS IN THE FOUNDATION PROPERTIES

Article IV, Property Rights in the Foundation Properties, is Pursuant to the Declaration of Covenants.

ARTICLE V - ASSESSMENTS

5.1. **Creation of and Obligation for Assessments**

5.1.1. **Purpose and Types**: Covenant-directed.

5.1.2. **Personal Obligation and Lien:** Covenant-directed.

5.1.2.1 **Delinquent Assessments:** Covenants directed.

5.2. Computation of General Assessments: By November 21st yearly, the Board shall prepare a budget covering the estimated Common Expenses during the coming year, including a capital contribution to maintain a capital reserve fund in accordance with a budget separately provided in Section 5.3.

5.2.1. **Limitations of General Assessment increases (no vote required):** Covenant-directed

5.2.2. **Limitations of General Assessment increases (Member vote required):** If a Membership Vote is required, the Board shall send a copy of the proposed budget and notice of the amount of the known assessments for the upcoming year to each Owner. The notification shall be in time to provide for a completion of the vote or canvass by the next annual meeting or a special meeting in regard to the assessment. If a budget is not adopted for any year, or the budget is pending until approval at the annual or special

meeting, then until such time as a budget is adopted, the budget in effect for the immediately proceeding year shall continue until superseded.

5.3. Reserve Budget and Capital Reserve Contribution: In addition to the Covenant-directed items, a comprehensive capital reserve study will be accomplished every three years. The capital reserve contribution will take into account the number and nature of replaceable assets included as part of the Foundation Properties, the expected life of each asset, the expected repair or replacement cost, and the time frame established by the Foundation Board for repairs or replacements to be made.

5.4. Special Assessments: Covenant-directed.

5.5. Lien for Assessments: Covenant-directed.

***5.6.* Failure to Assess:** Covenant-directed.

***5.7.* Property Exempt from Assessment:** Covenant-directed.

ARTICLE VI - ADMINISTRATION

***6.1.* Responsibility for Administration:** Pursuant to the Declaration of Covenants and these By-Laws.

***6.1.1.* Board of Directors Use of Committees:** The Board may establish such committees as it shall determine, with the powers and duties that the Board of Directors shall authorize. Should the Board of Directors utilize Committees in its Administration of the Foundation, the Committees shall function at the pleasure of the Board and for the function of providing advice to the Board of Directors. Committees will perform other functions as the Board of Directors in its discretion may determine. Unless otherwise provided by the Board of Directors, the Board in its discretion may appoint and remove the members and chairpersons of each committee.

Consistent with Article VIII of the Declaration of Covenants and the By-Laws, the Foundation Board of Directors shall appoint an Architectural Review Committee consistent and in accordance with the Declaration and these By-Laws. This Committee shall coordinate activities as directed by the Board and advise the Board on all matters pertaining to new construction and modifications to existing structures and Lot or Units.

***6.1.1.1.* Other Committees:** In addition to the ARC, the Board of Directors may appoint by resolution other Committees as it may deem appropriate in carrying out its duties, such as:

***6.1.1.1.1.* A Recreation Committee** which shall advise the Board on matters pertaining to recreation activities within the Foundation; and

***6.1.1.1.2.* A Maintenance Committee** which shall advise the Board on maintenance and repairs of Foundation Properties.

6.1.1.1.3. A **Finance Committee** which shall advise the Board on financial matters and assist in preparation of all assessment-related issues.

6.2. **Maintenance, Repair and Replacement of Association Properties by the Foundation:** Covenant-directed.

6.3. **Limitation of Liability; Indemnification:** Covenant-directed.

6.4. **Management Agreements:** Covenant-directed.

ARTICLE VII - INSURANCE AND CASUALTY LOSSES

7.1. **Hazard Insurance on Common Property:** Covenant-directed.

7.2. **Foundation Liability and Directors' and Officers' Liability Insurance:** Covenant-directed.

7.3. **Premiums and Deductible on Foundation Policies:** Covenant-directed.

7.4. **Policy Terms:** Covenant-directed.

7.5. **Policy Guidance**: The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

7.5.1. A waiver of subrogation by the insurer as to any claims against the Board, the Foundation's manager, the Owners and their respective tenants, servants, agents, and guests;

7.5.2. A waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

7.5.3. A provision that no policy may be canceled, invalidated, suspended or subjected to non-renewal on account of any one or more individual Owners;

7.5.4. A provision that no policy may be canceled, invalidated, suspended, or subjected to non-renewal on account of any defect or the conduct of any director, officer, or employee of the Foundation or its duly authorized manager without prior demand in writing delivered to the Foundation to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Foundation, its manager, any Owner or Mortgagee;

7.5.5. That any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

7.5.6. That no policy may be canceled or substantially modified or subjected to non-renewal without at least thirty (30) days' prior written notice to the Foundation.

7.6. **Additional Foundation Insurance:** Covenant-directed.

7.7. **Insurance Deductibles:** Covenant-directed.

ARTICLE VIII - ARCHITECTURAL STANDARDS

8.1. **Architectural Review Committee:** In the event that a separately composed ARC committee is not established, the ARC shall be composed as described in 8.1.2 below.

8.1.1. **Composition of ARC (separate standing committee):** The ARC shall be composed with Members from as many Neighborhood Associations as possible as further directed by the Board and published in the ARC Rules and Procedures. The Board shall appoint the Members of the ARC. The **minimum** composition of this ARC for meeting and decision purposes shall be 7 members, with no more than two voting members from any one Neighborhood Association. In the event that a minimum functioning separate standing ARC is not formed, the function of ARC will be accomplished as described in 8.1.2 below.

8.1.1.1. **Quorum and Vote Requirements:** The Quorum for this Committee is 7 members. A decision made by a majority of the members present will be regarded as the act of the Committee.

8.1.2. **Composition of ARC (should a separate committee not be formed):** Should a separately formed ARC not be available, it is the duty of the Foundation President, Vice President, Secretary, and Treasurer, with additional Members as defined in these By-Laws, to compose the ARC. The additional Members of the committee shall be:

1) A representative from the Foundation Landscape Committee.

2) The president or Chief Executive of the Neighborhood Association from where each particular ARC request originates.

3) An 'at large' Member from the Foundation Board of Directors.

The minimum number of Members on the ARC remains seven (7); should a shortage of these enumerated Members exist, the Board of Directors shall use good judgment to facilitate the formation of the ARC Committee using any means they determine prudent.

8.1.2.1. **Quorum and Vote Requirements:** The Quorum of this Committee/Appeal Board (reference 8.6) is 7 members. A decision made by a majority of the members present will be regarded as the act of the Committee/Appeal Board.

8.2. **Purpose, Powers and Duties of the ARC**: Consistent with the Covenants, these By-Laws, and further described in the ARC Rules and Procedures, the purpose of the ARC is to assure that any installation, construction, modification or alteration of any exterior item, structure or significant landscape item shall be submitted to the ARC for approval:

(1) as to whether the change is in conformity and harmony with the external design and general quality of the existing Neighborhood-Wide Standards and with the Community-Wide Standards of Martin's Landing. Community-Wide Standard shall mean the standards determined by the Foundation or the standard generally prevailing throughout the Martins Landing community , and

(2) as to the location of structures with respect to topography, finished ground elevation and surrounding structures.

The ARC shall have all of the powers and duties to do everything necessary to accomplish such purpose, including, but not limited to, the power to approve or disapprove plans for any structural change.

The ARC shall have the authority to select and employ professional consultants to assist it in discharging its duties, the cost of such consultants to be paid by the Owner of any Lot or Unit for which plans and specifications have been submitted for approval. The Owner of any such Lot or Unit shall be responsible for paying the full costs of each review, whether or not submitted plans and specifications are approved by the ARC, and the ARC may require payment of all such costs prior to approval of plans and specifications. The ARC also may charge reasonable fees to cover the cost of review or inspections performed hereunder, and any such fees shall be published in the design standards.

8.3. **Activities of the ARC:** The ARC shall adopt and promulgate the Design Standards which shall be approved by the Board and be published to the Members before they are enforced. The ARC shall make a published copy of its Standards readily available to Members and prospective Members of the Foundation/Associations/Neighborhoods and to all applicants seeking the ARC's approval. The ARC shall issue authorizations, and/or approvals, which may include specified requirements or conditions, pursuant to the provisions of this Declaration. Consistent with these design standards, no Owner, Occupant, or any other Person may, without first obtaining written approval of the ARC:

8.3.1. Make any encroachment onto the Common Property, or

8.3.2. Construct any dwelling or other improvement on a Lot or Unit, or

8.3.3. Make any exterior change, alteration or construction on a Lot or Unit (including, but not limited to, painting, installing a fence, or significant landscaping modifications), or any alteration of the Lot or Unit which affects the exterior appearance of the Lot or Unit, or

8.3.4. Erect, place or post any sign, clothesline, playground equipment, light, storm door or window, artificial vegetation, exterior sculpture, fountains, or other thing on the exterior and in the Front of the Lot or Unit, on the Front of the dwelling on the Lot or Unit, or on any Common Property.

8.4. **Required Action by Board or ARC:** Applications for approval of any such architectural modification shall be in writing and shall provide such information as the ARC may reasonably require. Except as may otherwise be determined by the Foundation Board, the ARC shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations. The Foundation, acting through the Board, shall be entitled to stop any construction that is not in conformance with approved plans. The Foundation Board or the ARC may publish written architectural standards for exterior standards for all of the Community and for the Common Area alterations or additions.

The standard for approval of such improvements shall include, but not be limited to: (1) aesthetic consideration, (2) materials to be used, (3) compliance with the Neighborhood-Wide Standard, this Declaration, or the design standards which may be adopted by the Board or ARC, (4) harmony with the external design of the existing buildings, Lot or Unit and structures, and the location in relation to surrounding structures and topography, and (5) any other matter deemed to be relevant or appropriate by the Board or ARC such as, but not limited to, the original plats for the Associations of Martin's Landing.

If the Foundation or ARC fails to approve or to disapprove such application within forty-five (45) days after the application and all information as the Foundation Board or ARC may reasonably require has been submitted, then the Owner submitting the application may issue written notice of intent to proceed, via certified mail, to the Foundation President, informing the President of the Owner's intent to proceed with the modification as identified in the application.

Unless the Foundation issues a written disapproval of the Owner's written notice to proceed within fifteen (15) days of receipt of the Owner's notice, the approval will not be required and this subparagraph will be deemed complied with as to the items specifically identified in the application; provided, however, even if the requirements of this subparagraph are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Declaration, By-Laws or rules and regulations of the Foundation, or of any applicable zoning or other laws.

8.5. **Condition of Approval:** Covenant-directed.

8.6. **Appeal:** If the ARC is composed of Members as described in 8.1.1 above (separate standing committee), and the ARC disapproves any application or part thereof, an Owner, shall have the right to appeal the ARC's decision to an Appeal Board composed of Members described in 8.1.2 above. If the Appeal Board, through the President of Martin's Landing, does not receive written notice from the Owner by certified mail requesting an appeal within thirty (30) days from the date of the ARC's notice to the Owner of its decision, the decision of the ARC shall become final and all rights of appeal shall terminate and thereafter be void.

This Appeal Board shall issue its written ruling on the appeal within forty-five (45) days of receiving written notice requesting an appeal from the Owner. In ruling on the appeal, the Appeal Board shall consider all relevant materials presented to it by either the Owner or the ARC, the decision of the ARC, and the application of the Owner to the ARC. The Appeal Board shall have the authority to approve, disapprove, or conditionally approve or disapprove the application of the Owner.

If the ARC is composed as described in 8.1.2 or after the Appeal Board has ruled, and the ARC application is disapproved in whole or any part thereof, an Owner shall have the right to make a final appeal of the decision to the Foundation Board of Directors. Any Owner desiring final appeal shall provide the President of the Board of Directors with a written notice of appeal within thirty (30) days of the date of the ARC's written notice of its decision. If the Board of Directors does not receive such written notification within said time period, the standing decision of the ARC shall be deemed final and all rights of appeal shall terminate and thereafter be void.

The Foundation Board shall issue its written ruling on the appeal within forty-five (45) days of receiving written notice requesting final appeal from the Owner. In ruling on the appeal, the Foundation Board shall consider all relevant materials presented to it by either the Owner or the ARC, the decision of the ARC, and the application of the Owner to the ARC. A quorum composed of a majority of the Foundation Board shall have the authority to approve, disapprove, or conditionally approve or disapprove the application of the Owner.

8.7. **Violations:** The ARC shall notify the Foundation Board and affected Association of any violations observed. The Board shall provide written notification of the violation to the Owner by a method described in the ARC Rules and Procedures, setting forth in reasonable detail the nature of the violation and the specific actions required to remedy the violation. If the Owner does not take steps to correct the violation with thirty (30) days following the notice mailed, the Foundation Board, the affected Association's Board or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with interest at the maximum rate then allowed by law, may be assessed against the violating Unit and collected as a Specific Assessment. Not restricted by and in addition to the foregoing, the Foundation Board, or affected Association(s) Board shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article to the full extent of Georgia law, including fining the violating Owner in accordance with this Declaration.

An Owner shall have the opportunity to utilize the appeal process as structured in section 8.6 above for the purpose of appealing any violation identified by the ARC.

8.8. **Certification of Compliance; Notice of Violation:** Covenant-directed

8.9. **Limitation of Liability:** Covenant-directed

8.10. **No Waiver of Future Approvals:** Covenant-directed

8.11. **Commencement and Completion of Construction:** All changes, modifications and improvements approved by the ARC hereunder must be commenced within six (6) months from the date of approval. If not commenced within such time, then such approval shall be deemed revoked by the ARC, unless the ARC gives a written extension for commencing the work. All work approved by the ARC hereunder shall be completed in its entirety within ninety (90) days from the date of commencement, unless otherwise agreed in writing by the ARC. All approved changes, modifications, and improvements must be completed in their entirety. An Owner may not construct only a portion or part of an approved change, modification, or improvement.

ARTICLE IX - EXTERIOR MAINTENANCE

9.1. **Association and Foundation Properties:** Covenant-directed.

9.2. **Standard of Performance:** Covenant-directed.

9.3. **Foundation and Associations' Responsibilities:** Covenant-directed.

9.4. **Members/Owner's Responsibility**: Covenant-directed.

9.5. **Lot Owner's Failure to Maintain:** Covenant-directed.

9.6. **Maintenance Standards and Interpretation:** Covenant-directed.

ARTICLE X - EASEMENTS

Article X, Easements, is Pursuant to the declaration of Covenants.

ARTICLE XI - Board of Directors

11.1. **Board of Directors**: The administration of the property subject to the jurisdiction of the Foundation, the maintenance, repair, replacement and operation of the Foundation Properties and facilities and those acts required of the Foundation by this Declaration shall be the responsibility of the Foundation through its Board. The operation of the Board of Directors shall be a described in these By-Laws.

11.2. **Number**: Pursuant to Article 11.1 above, the affairs of Martin's Landing shall be managed by two (2) directors from each local Neighborhood Association.

11.3. **Selection, Term, and Function of Directors**: Each Neighborhood Association shall determine two (2) Members who are Owners within that community to be Directors on the Board of Directors of the Foundation. The individuals who serve as Directors must remain in good standing to be eligible to serve as a Director. Each Association shall notify the Secretary of the Foundation in writing as to who the representatives from that Association are.

11.3.1. **Selection from Communities where no Association Exists:** In the event that there is a local Neighborhood within the Foundation with no Association or other similar duly authorized organization, then the Directors shall be elected in an election where at least one-third (1/3) of the Owners of that Neighborhood cast a written ballot from a slate of candidates distributed to each residence at least 30 days prior to the vote. Such other procedure as may be required to accomplish or expedite such an election may be set forth by the Board of Directors of the Foundation.

11.3.2. The directors representing the apartment community within Martins Landing may be selected by the Owner of such community and need not be residents or Owners.

11.4. **Removal:** Any Director may be removed, with or without cause, by a majority vote of those Members of the Foundation who, at such time, would be entitled to vote for the election of such Director.

11.4.1. In the event a Director shall miss two or more consecutive, regularly scheduled, meetings, the Board of Directors shall immediately notify, in writing, the respective community represented by that director advising that should that director miss the next consecutive meeting then, at its option, the Board shall declare that position vacant and at its option may appoint a resident of that local community to fill the unexpired term

of the vacated Director. After reasonable search and advertisement of the vacant position, the Foundation Board may appoint a Member of any Association if no volunteer from the local Neighborhood Association is identified.

11.4.2. In the event that removal shall apply to any apartment community, the declared vacancy may be filled by any resident of Martin's Landing.

11.5. **Compensation:** No Director shall receive compensation for any service he or she may render the Foundation. However, Directors may be reimbursed for actual expenses incurred in the performance of duties.

11.6. **Meetings of Directors:** The following are the procedures for meetings of Directors:

11.6.1. **Regular Meetings:** Regular meetings of the Board of Directors shall take place monthly without notice, at such place and hour as may be fixed from time to time by resolution of the board. Should such meeting fall upon a legal holiday, then that meeting shall be held within one week of the regularly scheduled meeting date.

11.6.2. **Special Meetings:** Special meetings of the Board of Directors shall be held when called by the President of the Foundation, or by any three directors, after not less than three days notice to each director.

11.6.3. **Quorum:** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

11.7. **Action Taken by Written Consent of the Board of Directors in Lieu of a Meeting:** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written or electronic approval of two-thirds (2/3) of the Directors. Any action shall have the effect as though taken at a meeting of the Directors. This process is initiated by the President or 3 Directors. The President shall officiate and a record of the complete process shall be kept in the Foundation's minutes.

11.8. **Powers of the Board of Directors:** The Board of Directors shall have power:

11.8.1. To adopt and publish rules and regulations governing the use of the Foundation Properties and Facilities and the personal conduct of the Members and their guests thereon, and to establish penalties for the infractions thereof; and

11.8.2. To declare the office of a member of the Board of Directors to be vacant in the event that such member shall be absent from three consecutive regular meetings of the Board of Directors as outlined in Article 11.4; and

11.8.3. To exercise for the Foundation all powers, duties and authority vested in or delegated to the Foundation not reserved to the Membership by other provisions of these By-Laws or any Declaration; and

11.8.4. To exercise all powers, duties and authority vested in or delegated to it by other provisions of these By-Laws or any Declaration.

11.9. **Duties of the Board of Directors:** It shall be the duty of the Board of Directors:

11.9.1. To cause to be kept a complete record of all its acts and business affairs and to provide a presentation thereof to the Members at the annual meeting of the Members; and

11.9.2. To supervise all officers, agents, and employees of the Foundation, and to see that their duties are properly performed;

11.9.3. And as more fully explained herein:

11.9.3.1. To fix the amount of the General Assessment against each Lot or Unit in accordance with the included procedures and timeframe; and

11.9.3.2. To send notice of each General Assessment, when required, to every Member subject thereto at least 30 days in advance of such assessment being due and payable; and

11.9.4. To issue, or to cause an appropriate officer to issue, upon demand by a Member at any time a certificate setting forth whether the assessment on such Member's property has been paid; and

11.9.5. To procure and maintain insurance as provided for and in accordance with these By-Laws; and

11.9.6. To cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate; and

11.9.7. To cause the Foundation Properties to be maintained.

11.10. **Action on Complaints**: It shall be the duty of the Board or its delegated committee to receive complaints from Members on any activity involving Foundation functions, duties and activities within its field of responsibility. The Board or its designated Committee shall dispose of such complaints as appropriate or refer them to other such Committee, Director, or Officer of the Foundation as is further concerned with the matter presented.

11.11. **Meetings of Members**: Meeting of membership shall be held in accordance with the following procedures:

11.11.1. An annual meeting shall be held during the first four months of the calendar year at such time and place to be designated by the Board of Directors.

11.11.2. Special meetings of the membership may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote at least 200 of the votes of the membership.

11.11.3. Notice of Meetings shall be as described in section 3.5 of these By-Laws.

11.11.4. **Quorum**: the presence, in person or by proxy, or Representatives at the meeting of Members or Representatives entitled to cast at least one tenth (1/10) of the total votes of all members entitled to vote shall constitute a Quorum except as otherwise provided in these By-Laws. If such a Quorum is not present, the meeting shall be adjourned and a new meeting date may be set for no earlier than 48 hours from the scheduled date and time of the first meeting.

11.11.5. **Proxies:** At all meetings of Members, each Member may vote in person, proxy, or through one of the Representatives selected to represent the residents local Association as outlined in Article 11.3 hereof unless otherwise expressly provided. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by a Member of his Lot or Unit.

11.11.6. **Meeting Agenda:** All new business to be considered by the Foundation must be placed on the Agenda before the Annual membership meeting or a called special meeting by submitting the new business to be proposed in writing to the Board of Directors at least two weeks prior to the scheduled meeting.

11.12. **Officers' Procedures:** The Following procedures shall be utilized:

11.12.1. **Enumeration of Officers:** The Officers of the Foundation shall be the President, Vice President, Secretary, and Treasurer. Other Officers may be created by resolution by the Board of Directors. The President and Vice President shall be Members of the Board of Directors.

11.12.2. **Election of Officers and Term:** Election of Officers shall take place at the first meeting of the Board of Directors each year and shall serve for one year or until his successor is duly elected and qualified, unless he shall sooner resign or shall be removed, or otherwise disqualified to serve.

11.12.3. **Resignation and Removal:** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

11.12.4. **Job Descriptions of Officers:**

11.12.4.1. **President:** The President shall preside at all meetings of the Members and during meetings and formal activity of the Board of Directors, shall see that orders and resolutions of the Board are carried out, shall sign all written instruments regarding the Foundation Properties and facilities and, subject to the terms and management agreement in effect, shall co-sign all checks and promissory notes, if any.

11.12.4.2. **Vice President:** The Vice President shall act in the place and stead of the President in the event of his or her absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by him or her by the Board.

11.12.4.3. **Secretary:** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep appropriate current records showing the Members of the Foundation together with their addresses, and shall perform such other duties as may be required of him or her by the Board.

11.12.4.4. **Treasurer:** The Treasurer, subject to the terms of any management agreement then in effect, shall receive and deposit in appropriate bank accounts, all monies of the Foundation and shall

disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks and promissory notes, if any, of the Foundation; keep proper books of account; cause an annual audit of the Foundation books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at the regular annual meeting.

11.13. **Books and Records**: The books, records and papers of the Foundation shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, By-Laws of the Foundation and Rules shall be available for inspection by any Member at the principal office of the Foundation.

ARTICLE XII - GENERAL PROVISIONS

12.1. **Duration:** Covenant-directed.

12.2. **Amendment:** These By-Laws may be amended at any time and from time to time by the Board of Directors without the consent of the Membership if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, the Act, any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA") or judicial determination which shall be in conflict therewith.

In addition to the above, these By-Laws may be amended upon the affirmative vote or written consent, or any combination thereof, of Members in good standing holding at least sixty-six and two-thirds (66 2/3) percent of the total eligible membership vote using **Voting which may be Delegated through Proxy or Representative**, (Article 3.2.2).

If legal action is not instituted to challenge the validity of these By-Laws or any amendment hereto within one (1) year of the amendment so stated, then such amendment or document shall be presumed to be validly adopted.

12.3. **Notices:** Except where stated otherwise herein, any notice required to be sent to any Member or Owner pursuant to any provision of the Covenants or these By-Laws may be served by depositing such notice in the mails, postage prepaid, and addressed to the Member or Owner to whom it is intended at his last known place of residence, or to such other address as may be furnished to the Secretary of the Foundation and such service shall be deemed sufficient. The date of service shall be the date of mailing.

12.4. **Authority and Enforcement**: Covenant-directed.

12.5. **Fining and Suspension Procedure:** Covenant-directed and as follows.

12.5.1. **Notice**: Covenant-directed

12.5.2. **Hearing**: If a written request for hearing is received from the violator within fourteen (14) days of the date of the violation notice provided above, then the Board shall schedule and hold an Appeal Board

composed of the members described in Article 8.1.2 affording the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time. Failure to request a timely hearing as provided herein shall result in loss of the right to challenge and request reconsideration of the fines.

12.5.3. **Additional Hearing:** Should the violator not be satisfied with the decision of the Appeal Board (as described in 12.5.2 above) after the written decision is rendered, he or she may, within fourteen (14) days of the decision date, request a final hearing by the Board of Directors. The Board of Directors shall schedule and hold a meeting affording the violator a reasonable opportunity to be heard by a quorum of the Board of Directors. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time. Failure to request a final hearing in the timeframe detailed in this paragraph above shall result in loss of the right to challenge or request reconsideration of the fines.

12.5.4. **Additional Enforcement Rights:** Covenant-directed.

12.5.5. **Failure to Enforce:** Covenant-directed.

12.6. **Partition:** Covenant-directed.

12.7. **Gender and Grammar:** Covenant-directed.

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

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

12.10. **Indemnification:** Covenant-directed.

12.12. **The Corporate Seal:** Covenant-directed.

12.13. **Security:** Covenant-directed.

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

IN WITNESS WHEREOF, the undersigned, being the duly appointed officers of Foundation have executed this instrument and affixed the corporate seal this 29th day of April, 2008.

MARTIN'S LANDING FOUNDATION, INC.,
A Georgia nonprofit corporation

By: _____ (SEAL)

Name: LISA SCHALLER

Title: PRESIDENT MARTIN'S LANDING FOUNDATION

Signed, sealed, and delivered this 29th day of April, 2008.

_____
NOTARY PUBLIC
(Notary Seal)

WITNESS:

Debra A Currere
Printed Name (Witness)

_____
Signature (Witness)

SHIRLEY C. CROCE
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES JULY 12, 2011



