RETURN AFTER RECORDING TO:
Spencer S. Farmery, Esq.
Winter Capriola Zenner, LLC
3490 Piedmont Road, N.E.
Suite 800
Atlanta, Georgia 30305

Cross Reference: Deed Book 46704
Page 370

**AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MARTIN'S LANDING FOUNDATION, INC. AND AMENDED AND RESTATED BYLAWS FOR MARTIN'S LANDING FOUNDATION, INC.**
**[AMENDED AND RESTATED DECLARATION AND BYLAWS]**

This Amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Martin's Landing Foundation, Inc. and Amended and Restated Bylaws for Martin's Landing Foundation, Inc. is made on this ____ day of _____, 20__, by Martin's Landing Foundation, Inc. (the "Foundation") with the approval of sixty-six and two-thirds (66 2/3) percent of the total eligible membership vote, in accordance with the requirements of said Declaration, Bylaws, and the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, et seq.

**W I T N E S S E T H:**

**WHEREAS**, Martin's Landing is a residential subdivision governed by that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Martin's Landing Foundation, Inc. recorded on May 6, 2008 in Deed Book 46704, Page 370, et seq., Fulton County, Georgia records ("Original Declaration"); and

**WHEREAS**, the Foundation is the "Foundation" as said term is used and defined in the Original Declaration; and

**WHEREAS**, the Original Declaration provides that it may be amended upon the affirmative vote, 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); and

**MARTIN'S LANDING IS SUBJECT TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A § 44-3-220, ET SEQ.**

**WHEREAS**, the Amended and Restated Bylaws of Martin's Landing Foundation, Inc. ("Original Bylaws") are attached to the Original Declaration as Exhibit "B"; and

**WHEREAS**, the Foundation and its members wish to amend and restate the Original Declaration and the Original Bylaws; and

**WHEREAS**, the following Amendment has been approved by the affirmative vote, written consent or combination of affirmative vote and written consent 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, satisfying all approval requirements contained in the Original Declaration, the Original Bylaws, and the Georgia Property Owners' Association Act, as evidenced by the Certification of Approval attached hereto as Exhibit "C" and by this reference made a part hereof;

**NOW, THEREFORE**, the Original Declaration is hereby amended by striking said Original Declaration, as previously amended, and all Exhibits thereto, in their entirety and substituting therefor the following:

# AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MARTIN'S LANDING

**Spencer S. Farmery, Esq.**
**WINTER CAPRIOLA ZENNER, LLC**
**3490 Piedmont Road, N.E.**
**Suite 800**
**Atlanta, Georgia 30305**

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MARTIN'S LANDING**

**TABLE OF CONTENTS**


1. Name and Location ..... 1
2. Georgia Property Owners' Association Act ..... 1
3. Definitions ..... 1
4. The Foundation ..... 4
5. Assessments ..... 5
6. Property Rights ..... 9
7. Architectural Controls ..... 12
8. Use Restrictions ..... 14
9. Leasing ..... 19
10. Maintenance ..... 19
11. Insurance and Casualty Losses ..... 22
12. Condemnation ..... 24
13. Amendments ..... 24
14. Enforcement ..... 25
15. General Provisions ..... 27

Exhibit "A" Submitted Property

Exhibit "B" Bylaws

Exhibit "C" Certification of Approval

# AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR MARTIN'S LANDING

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Martin's Landing (hereinafter the "Declaration") is made on the day and year set forth below. Said Property shall be owned, held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the provisions of this Declaration and the Act, and every grantee of any interest in said Property, by acceptance of a deed or other conveyance of such interest, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of this Declaration and shall be deemed to have consented to the same. This Declaration shall apply to govern, control, and regulate the sale, resale or other disposition, acquisition, ownership, use, and enjoyment of the Property and the improvements located thereon, and all of its provisions shall be and are covenants to run with the Property and shall be binding on the present Owners of said Property and all their heirs, successors and assigns and all subsequent Owners of the Property and improvements located thereon, together with their grantees, successors, heirs, executors, administrators, devisees, and assigns.

1. **Name and Location**. The name of the Community is Martin's Landing. The property comprising the Community is located in Fulton County, Georgia and is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

2. **Georgia Property Owners' Association Act**. This Declaration is made pursuant to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, et seq., as the same may heretofore or hereafter be supplemented, amended or modified (hereinafter, the "Act") and the Property described on Exhibit "A" attached hereto and by this reference made a part hereof is hereby submitted to and made subject to the Act.

3. **Definitions**. As used in this Declaration, the following terms shall have the meanings ascribed to them hereinbelow.

(a) "Area of Common Responsibility" shall mean and refer to the Foundation Properties, together with those areas, if any, which by the terms of this Declaration or by contract or agreement with any other person or entity become the maintenance responsibility of the Foundation.

(b) "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Foundation as the same now exist or as may hereafter be amended.

(c) "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Foundation, the members of which shall be elected from time to time as provided in this Declaration, the Articles of Incorporation, the Bylaws, and the Georgia Nonprofit Corporation Code. The Board of Directors shall be the governing body of the Foundation.

(d) "Bylaws" shall mean and refer to the Amended and Restated Bylaws attached to this Declaration as Exhibit "B" and by this reference made a part hereof.

(e) "Common Expenses" means all expenditures lawfully made or incurred by

or on behalf of the Foundation together with all funds lawfully assessed for the creation and maintenance of reserves pursuant to this Declaration.

(f) "Community," "Martin's Landing" or "Development" shall mean and refer to the Property subject to this Declaration and known as Martin's Landing and all improvements located or constructed thereon.

(g) "Community-Wide Standard" shall mean the standard of conduct, maintenance or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Foundation.

(h) "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Martin's Landing, as such may be amended, from time to time.

(i) "Design Standards" shall mean and refer to the Design Standards adopted from time to time by the Architectural Review Committee in accordance with Section 7 of this Declaration.

(j) "Eligible Votes" shall mean and refer to those votes available to be cast on the matter at hand. A vote which is for any reason suspended is not available to be cast.

(k) "First Mortgage" shall mean and refer to a first priority Mortgage.

(l) "First Mortgagee" shall mean the holder, beneficiary or grantee of a First Mortgage.

(m) "Foundation" shall mean and refer to Martin's Landing Foundation, Inc., a Georgia non-profit membership corporation, and its successors and assigns.

(n) "Foundation Properties" shall mean and refer to 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 Supplementary Declaration, or other applicable covenants, contracts or agreements.

(o) "Governing Documents" shall collectively mean and refer to this Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations and the Design Standards as the same may be amended from time to time.

(p) "Improvement" when capitalized in this Declaration, shall mean and refer to (i) any dwelling, structure, building, improvement or landscaping of any kind which may affect the appearance of all or any exterior portion of any Lot, including, by way of example and not limitation, any building or part thereof, sidewalks, driveways, mail boxes, garages, porches, decks, gazebos, patios, courtyards, swimming pools, tennis courts, sheds, greenhouses, playhouses, basketball goals, play equipment, awnings, steps, stoops, walls, fences, trees, shrubs, exterior lights, guest or servants' quarters, or other outbuildings, or any other temporary or permanent improvement to a Lot; and (ii)

any landscaping, excavation, grading, or other thing, object or device which materially affects the exterior appearance of any Lot or which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot.

(q) "Lot" or "Unit" shall mean and refer to any plot of land within the Community, whether or not improvements are constructed thereon, which constitutes or will constitute, after construction of improvements, a single dwelling site, as shown on the Plats for the Community, or amendments or supplements thereto, recorded in the land records of Fulton County, Georgia. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, all of the right, title, and interest of an Owner in the Foundation Properties, which shall include, without limitation, membership in the Foundation. 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 Bylaws. The term shall not include Foundation Properties owned by the Foundation or the Neighborhoods. For purposes of this document, the term "Unit" is interchangeable with the term "Lot" with regard to these definitions.

(r) "Majority" shall mean those eligible votes, Owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total eligible number.

(s) "Mortgage" shall mean and refer to a mortgage, deed to secure debt or deed of trust.

(t) "Mortgagee" shall mean the holder, beneficiary or grantee of a Mortgage.

(u) "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 Bylaws.

(v) "Neighborhood Association" shall mean 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.

(w) "Occupant" shall mean and refer to any person, including, without limitation, any Owner or any guest, invitee, lessee, tenant, or family member of an Owner, occupying or otherwise using a Lot within the Community.

(x) "Owner" shall mean and refer collectively to the Person or Persons who are the record title owners of a Lot, but excluding those persons having such interest merely as security for the performance of an obligation.

(y) "Person" shall mean and refer to a natural person, corporation, partnership, limited liability company, Foundation, trust, or other legal entity, or any combination thereof.

(z) "Plats" shall mean and refer to those plats for Martin's Landing recorded or to be recorded in the Fulton County, Georgia Records.

(aa) "Property" shall mean and refer to the property described on Exhibit "A" attached hereto and incorporated herein by this reference, and any property hereinafter made subject to this Declaration in accordance with the terms hereof.

(bb) "Rules and Regulations" shall mean the Rules and Regulations of the Foundation as may be adopted, amended, and repealed by the Board of Directors.

(cc) "Total Foundation Vote" means all of the Eligible Votes attributable to members of the Foundation.

4. **The Foundation**.

(a) Membership in Foundation. All Owners, by virtue of their ownership of a Lot in Martin's Landing are automatically mandatory members of the Foundation and shall be entitled to vote on all matters upon which members of the Foundation are entitled to vote, pursuant to this Declaration and in accordance with the Bylaws. Subject to the provisions of the Declaration and the Bylaws, the Owner(s) of each Lot shall be entitled to one (1) vote for such Lot. The foregoing is not intended to include Persons who hold an interest in a Lot merely as security for performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership in the Foundation. Membership shall be appurtenant to the Lot to which it appertains and shall be transferred automatically by conveyance of the Lot. The rights and privileges of membership, including the right to vote and hold office, may be exercised by the member or the member's spouse or domestic partner, but in no event shall more than one (1) vote be cast for each Lot owned.

(b) Powers and Duties of the Foundation. Subject to the terms and conditions of this Declaration, the Foundation shall have the power to:

(i) employ, retain, dismiss, and replace agents and employees to exercise and discharge the powers and responsibilities of the Foundation;

(ii) make or cause to be made additional improvements on and as a part of the Foundation Properties;

(iii) grant or withhold approval of any action by one or more Lot Owners or other persons entitled to occupancy of any Lot if such action would change the exterior appearance of any Lot or any structure thereon, or of any other portion of the Community, or elect to provide for the appointment of an Architectural Review Committee to grant or withhold such approval;

(iv) grant easements, leases, and licenses through or over the Foundation Properties and any other property owned by the Foundation, and to accept easements, leases and licenses benefiting the Community or any portion thereof and to acquire or lease property in the name of the Foundation;

(v) acquire, lease, and own in its own name property of any nature, real, personal or mixed, tangible or intangible, to borrow money and to pledge the Foundation's right to collect assessments as security for the repayment of any such loan, for any lawful purpose within the Foundation's inherent or expressly granted powers;

(vi) exercise all of the powers of a corporation organized under the Georgia Nonprofit Corporation Code;

(vii) adopt, amend and repeal Rules and Regulations governing the use and enjoyment of the Property. Such Rules and Regulations shall be binding upon each Owner and each Owner's family, tenants, guests, agents and invitees;

(viii) impose monetary fines and other sanctions for violations of the Governing Documents of the Foundation, which monetary fines may be collected as provided in Section 5 hereof; and

(ix) execute contracts for common services such as trash collection, which contracts shall be binding on all Lot Owners; and

(x) enter in and upon any Lot for security and safety purposes, to effect repairs, improvements, replacement or maintenance, and as otherwise required to exercise its rights and perform its responsibilities under this Declaration. Such right may be exercised by the Foundation's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, provided, in the event of any emergency, such right of entry shall be immediate; and

(xi) exercise all other rights and powers set forth in the Act, the Georgia Nonprofit Corporation Code, this Declaration and the other Governing Documents of the Foundation.

(c) Board of Directors. Except to the extent otherwise expressly required by this Declaration, the Articles of Incorporation or Bylaws of the Foundation, or by Georgia law, the powers inherent in or expressly granted to the Foundation may be exercised by the Board of Directors, acting through the officers, without any further consent or action on the part of the Owners.

5. **Assessments**.

(a) Annual Assessment. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Foundation during the coming year. The Board shall cause the budget and the assessment to be levied against each Lot for the following year to be delivered to each Owner at least thirty (30) days prior to the end of the current fiscal year. The budget and the assessment shall become effective unless disapproved at a meeting by a Majority of the Total Foundation Vote. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget, or the Board fails for any reason to determine the budget for any period, then and until such time as a budget shall have been determined, as provided herein, the budget in effect shall continue. The annual assessment shall be levied on a

uniform basis against each Lot subject to the Declaration. The annual assessment shall be payable in such manner and on such dates as may be determined by the Board of Directors.

(b) Special Assessments. In addition to the annual assessment authorized above, the Board of Directors may levy special assessments for the purpose of defraying, in whole or in part, the cost of any capital addition to, capital improvement of, or repair and replacement of any portion of the Foundation Properties (including any fixtures and personal property related thereto) or any other lawful expense or obligation of the Foundation. The due date(s) of any such special assessment shall be as specified by the Board of Directors. Except as provided in Subsection 11(d) hereof, any special assessment per Lot which exceeds for any fiscal year an amount equal to one-sixth (1/6) of the then current annual assessment levied upon the Lot shall require the approval of a Majority of the Owners present in person or by proxy at a meeting called for such purpose. Special assessments shall be allocated equally among and between the Lots subject to this Declaration.

(c) Specific Assessments. The Board of Directors shall have the power to specifically assess pursuant to this Section and Section 44-3-225(a) of the Act, as, in its discretion, it deems appropriate. Failure of the Board of Directors to exercise its authority under this Section shall not be grounds for any action against the Foundation or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Any Common Expenses benefiting less than all of the Lots or significantly disproportionately benefiting all Lots may be specifically assessed equitably among all the Lots which are benefited according to the benefit received. However, expenses incurred for the maintenance, repair or replacement of the Area of Common Responsibility shall not be specifically assessed. Any Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the occupants, licensees or invitees of any such Lot or Lots may be specifically assessed against such Lot or Lots. Any expense related to an optional service provided by or through the Foundation may be specifically assessed against those Lots utilizing such service. The specific assessments provided for in this Section shall be levied by the Board of Directors and the amount and due dates of such specific assessments as so levied shall be as specified by the Board.

(d) Initiation Fee. Upon each and every conveyance of a Lot, the transferee or grantee becoming the Owner of the Lot shall be obligated to pay to the Foundation, in addition to all other assessments levied under this Declaration, simultaneously upon such transfer or conveyance a non-refundable initiation fee in an amount equal to the then current annual assessment levied upon the Lot (hereinafter, the "Initiation Fee"). The Initiation Fee shall be collected and paid to the Foundation at the closing of each sale, transfer or conveyance of the Lot or, if not collected at a closing, paid immediately upon demand by the Foundation. The Initiation Fee shall constitute an assessment and shall be collected in the same manner provided in this Declaration for the collection of all other assessments. Notwithstanding the foregoing, the Initiation Fee shall not be due from (i) any grantee who is the spouse/domestic partner or former spouse/domestic partner of the grantor; (ii) any grantee to whom a Lot is transferred by will or under the laws of intestacy; (iii) any grantee to whom a Lot is transferred as a gift, that is, gratuitously and without valuable or legal consideration as determined by the Board of Directors in its sole discretion; (iv) any grantee to whom a Lot is transferred through foreclosure or deed in lieu of foreclosure; and (v) any grantee who, at the time of the conveyance, already owns another Lot within the Community and is relocating within the Community. Furthermore, the Initiation

Fee shall not be payable upon the refinancing of a Lot, provided there is no change in the fee simple ownership of the Lot.

(e) Foreclosure Administration Fee. It is recognized that foreclosures of Mortgages on Lots create substantial administrative costs and other burdens on the Foundation, including, but not limited to, having to review legal periodicals to monitor and determine if and when foreclosure on a Lot occurs, conducting title searches in the Fulton County, Georgia records to determine the names of the purchaser(s) at foreclosure sales, researching and obtaining contact information for contacting the foreclosure purchasers/owners regarding foreclosure-purchaser responsibilities and assessment obligations, and updating Foundation records on multiple occasions to deal with just a single Lot. In addition to annual assessments, special assessments, and other charges provided for in this Declaration, any Person who acquires a Lot through a foreclosure of a Mortgage on a Lot or by deed in lieu of foreclosure shall be required to pay to the Foundation a fee equal to Five Hundred and No/100 Dollars ($500.00) immediately upon the recordation of the foreclosure deed or deed in lieu of foreclosure in the Fulton County, Georgia records (hereinafter, the "Foreclosure Administration Fee"). The Foreclosure Administration Fee may be adjusted by the Board each fiscal year. The Foreclosure Administration Fee shall constitute an assessment under this Declaration and shall be collected in the same manner provided in this Declaration for the collection of other assessments.

(f) Creation of Lien and Personal Obligation. All assessments, fines and other charges lawfully assessed by the Foundation against any Lot Owner or Lot as provided for in this Declaration and the Act shall, from the time such sums become due and payable, be the personal obligation of the Lot Owner and constitute a lien in favor of the Foundation on the Lot prior and superior to all other liens whatsoever except: (i) liens for ad valorem taxes on the Lot; (ii) the lien of any First Mortgage covering the Lot and the lien of any Mortgage recorded prior to the recording of the Original Declaration; or (iii) the lien of any secondary purchase money Mortgage covering the Lot, provided that neither the grantee nor any successor grantee on the Mortgage is the seller of the Lot. The recording of this Declaration shall constitute record notice of the existence of the lien, and no further recordation of any claim of lien for assessments, fines or other charges shall be required. The grantee in a conveyance of a Lot shall be jointly and severally liable with the grantor thereof for all unpaid assessments, fines and other charges against the latter up to the time of the conveyance without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee. Notwithstanding the foregoing, in the event that the holder of a First Mortgage or secondary purchase money Mortgage of record (provided that neither the grantee nor any successor grantee on the secondary purchase money Mortgage is the seller of the Lot), or in the event that any other Person acquires title to any Lot as a result of foreclosure of any such Mortgage, such holder or other Person and his or her successors, successors in title and assigns shall not be liable for, nor shall the Lot be subject to any lien for, any assessments or charges hereunder chargeable to the Lot on account of any period prior to such acquisition of title; provided, however, that such unpaid share of an assessment or assessments shall be deemed to be a common expense collectible from all of the Lot Owners, including such holder or other Person and his, her or its successors, successors in title and assigns. No Lot Owner shall be exempted from any liability for any assessment for any reason whatsoever, including, without limitation, abandonment, non-use or waiver of the use and enjoyment of his or her Lot or any part of the Foundation Properties. No Lot Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any

assessment 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 the Bylaws, 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 order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

All payments shall be applied first to costs and expenses, then to late charges, then to interest and then to delinquent assessments.

(g) Non-Payment of Assessment: Remedies of Foundation. If any assessment or portion thereof, is not paid within thirty (30) days after the due date, the personal obligation of the Lot Owner and the lien shall also include (i) a late charge, equal to the greater of Ten and No/100 Dollars ($10.00) or ten percent (10%) of the amount of such delinquent assessment or installment; (ii) interest at the rate of ten percent (10%) per annum (or such higher rate as may be permitted by the Act) on any assessment, installment, delinquency or late charge from the date such sum was first due and payable; (iii) costs of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the Lot, and reasonable attorney's fees actually incurred; and (iv) the fair rental value of the Lot from the time of the institution of suit until the sale of the Lot at foreclosure or until the judgment rendered in such suit is otherwise satisfied. If any delinquent assessment or portion thereof is not paid within thirty (30) days after written notice is given to the Lot Owner to make such payment, the entire unpaid balance of the assessment may be accelerated at the option of the Board and declared due and payable in full, and proceedings may be instituted to enforce such lien and personal obligation. Such notice shall be sent by certified mail, return receipt requested, to the Lot Owner both at the address of the Lot and at any other address or addresses the Lot Owner may have designated to the Foundation in writing, specifying the amount of the assessments then due and payable, together with authorized late charges and interest accrued thereon. The lien for such assessments may be foreclosed by the Foundation by an action, suit, judgment and foreclosure in the same manner as other liens for the improvement of real property. The Board of Directors, acting on behalf of the Foundation, shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, encumber and convey the same. The Foundation shall, in addition to and not in lieu of the foregoing remedy, have the right to bring an action against the Lot Owner to recover all assessments, interest, late fees, costs of collection (including court costs and reasonable attorney's fees actually incurred), fines and other charges for which such Lot Owner is personally obligated pursuant to the terms hereof.

(h) Statement from Foundation. Any Lot Owner, Mortgagee of a Lot, person having executed a contract for the purchase of a Lot, or lender considering the loan of funds to be secured by a Lot, shall be entitled upon request to a statement from the Foundation or its managing agent setting forth the amount of assessments past due and unpaid, together with late charges and interest applicable thereto against that Lot. Such request shall be in writing, shall be delivered to the registered office of the Foundation, and shall state an address to which the statement is to be directed. Failure on the part of the Foundation, within five (5) business days from the receipt of such request, to mail or otherwise furnish such statement regarding amounts due and payable at the expiration of such five (5) day period with respect to the Lot involved to such address as may be specified in the written request therefor shall cause the lien for assessments to be extinguished and of no further force

or effect as to the title or interest acquired by the purchaser or lender, if any, as the case may be, and their respective successors and assigns, in the transaction contemplated in connection with such request. The information specified in such statement shall be binding upon the Foundation and upon every Lot Owner. The Foundation may require payment of a fee as a prerequisite to the issuance of such a statement.

(i) Property Not Owned by the Foundation. The Foundation shall be authorized to expend assessments for the improvement and maintenance of real and personal property which is not owned by the Foundation or otherwise subject to the Declaration if and to the extent the Board of Directors determines that such maintenance or improvement would benefit the Foundation, the Lot Owners or the Community as a whole.

6. **Property Rights**.

(a) General. Each Lot shall for all purposes constitute real property which shall be owned in fee simple and which, subject to the provisions of this Declaration, may be conveyed, transferred and encumbered the same as any other real property. Each Owner shall be entitled to the exclusive ownership and possession of his Lot, subject to the provisions of this Declaration. The ownership of each Lot shall include and there shall pass with the title to each such Lot as an appurtenance thereto, whether or not separately described, all rights and obligations of a member in the Foundation and all of the right and interest of use in and to the Foundation Properties as set forth herein. In addition to those easements provided for in this Section 6, 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.

(b) Utilities. 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 limited 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, conduits on, above, across and under said property or any portion thereof. The easements provided for in this Subsection (b) shall in no way affect any other recorded easements on said property.

(c) 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 Subsection (c) 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.

(d) Easements for Use and Enjoyment. Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Foundation Properties which shall be appurtenant to and shall pass with the title to his or her Lot, subject to the following provisions:

(i) 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 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;

(ii) 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 Lot which is provided for herein remains unpaid and for a reasonable period of time for an infraction of the Declaration, Bylaws, or rules and regulations;

(iii) 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 to give as security for the payment of any such loan the Foundation's right to collect assessments;

(iv) 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;

(v) All encumbrances and other matters shown by the public records affecting title to the Foundation Properties; and

(vi) 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, if leased.

(e) 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: (i) an easement over Lot or Lots on which landscape easements, sign easements or utilities easements are located as shown on the survey for maintenance of the easement areas; and (ii) an easement over Lot or Lots 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.

(f) Easement for Maintenance and Repair. There shall be reciprocal appurtenant easements between adjacent Lot or Lots for the purpose of maintaining or repairing the improvements, including, without limitation, landscaping located on each Lot or Lots 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 Lots 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 Lots over which this easement is exercised which is caused by the maintenance or repair work. The damaged portions of such Lot or Lots shall be restored to substantially the same condition as existed prior to damage.

(g) Easements 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.

(h) 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 which is bounded by the right-of-way providing primary access to the Community and every other Lot 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 any part of any easement area associated therewith without the prior written consent of the ARC.

(i) 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.

(j) Public in General. The easements and rights created in this Section 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 County, 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.

7. **Architectural Controls**.

(a) Purposes and Powers. In order to preserve the natural setting and beauty of the Community and to maintain, preserve and protect within Martin's Landing a unique, pleasant, attractive, and harmonious physical environment, all portions of the Property, including the Lots and all structures, landscaping and Improvements located thereon, shall be subject to the architectural standards, procedures and requirements set forth herein.

(b) Architectural Review Committee. The Board of Directors shall appoint an Architectural Review Committee ("ARC") which shall consist of not less than five (5) nor more than twenty-four (24) members, all of whom shall be Owners or the spouse or domestic partner of an Owner and who may or may not be members of the Board. Alternatively, the Board may choose to act as the ARC. Any member of the ARC appointed by the Board may be removed with or without cause by the Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the removed member. The ARC shall elect a committee chair, who shall be the presiding officer at all ARC meetings. In the event the committee chair is unable to attend an ARC meeting, the vice-chair, or another committee member as appointed by the committee chair, shall act as the presiding officer. A majority of the members of the committee shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present at a meeting of the ARC shall constitute the action of the ARC on any matter before it. The ARC is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist said committee in performing its functions as set forth herein. For purposes of this Declaration, the terms "Architectural Review Committee" and "ARC" shall refer to any Architectural Review Committee appointed by the Board or to the Board itself, if the Board has elected to act as the ARC. If an ARC is appointed by the Board, the Board shall have the right to modify or overrule any decision made by the ARC.

(c) Architectural Review and Approval.

(i) To preserve the architectural and aesthetic appearance of the Community, no Improvement shall be commenced, constructed, placed, moved onto or maintained by any Owner on any Lot, nor shall any exterior addition to or change or alteration therein be made (including, without limitation, painting or staining of any exterior surface), unless and until plans and specifications and related data showing the nature, color, type, shape, height, materials, and location of same shall have been submitted to and approved in writing by the ARC as to the compliance of the improvement set forth in such plans and specifications with such harmony of external design, location and appearance in relation to surrounding structures and topography. The foregoing notwithstanding, an Owner may make any interior improvements within the Lot that do not affect the exterior appearance without the necessity of approval or review by the ARC. The ARC shall have the sole discretion to determine whether plans and specifications and other data submitted for approval are acceptable to the Foundation. Representatives of the ARC shall have the right during reasonable hours, and upon prior notice to the Owner, to enter upon and inspect any Lot or other improvements with respect to which construction is underway to determine whether or not the plans and specifications therefore have been approved and are being complied with. In the event that the ARC shall determine that such plans have not been approved or are not being complied with, the Foundation shall be entitled to enjoin further construction and to require the removal or correction

of any work in place which does not comply with the approved plans and specifications.

(ii) In the event that the Architectural Review Committee fails to approve or disapprove any plans or specifications within forty-five (45) days after all requested documentation with respect to such plans shall have been submitted, such plans will be deemed to have been expressly approved, provided that the proposed improvements are generally in harmony with the scheme of the Community set forth in this Declaration. Upon approval of plans and specifications, no further approval under this Section shall be required with respect thereto, unless such construction contemplated in the plans has not been substantially completed within six (6) months of the approval of the plans and specifications thereof or unless the plans and specifications are materially altered or changed. In the event that construction is not substantially completed within six (6) months of approval, which shall be determined in the sole discretion of the Architectural Review Committee, the Foundation may utilize its enforcement mechanisms, including without limitation, the imposition of fines. The Architectural Review Committee may refuse to approve any plans and specifications upon any grounds consistent with the objects and purposes of this Declaration, including purely aesthetic considerations.

(iii) As a condition of approval under this Section, each Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance of and on any change, modification, addition or alteration. In the discretion of the Board or the ARC, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successor-in-interest.

(d) Design Standards. The ARC, subject to approval of the Board, is hereby authorized to promulgate written architectural standards, regulations, policies, procedures and guidelines ("Design Standards") governing the construction, location, height, size, dimensions, materials, and design of Improvements located or to be located on any Lot, the time within which such Improvements must be completed, the contents of submitted plans and specifications, and such other information as may be required in order to evidence compliance with and obtain approval pursuant to this Section.

(e) Right of Inspection. The ARC, and its agents and representatives, shall have the right, during reasonable hours, and upon prior notice to the Owner, to enter upon and inspect any Lot at any time before, during or after completion of any work for which approval is required hereunder for the purpose of ascertaining whether the installation, construction, alteration or maintenance or the use of the Lot is in compliance with the provisions of this Declaration; and no such person or entity shall be deemed to have committed a trespass or wrongful act by reason of such entry or inspection.

(f) Effect of Approval. No approval of plans and specifications and no publication of the Design Standards pursuant to the terms of this Declaration shall be construed as representing or implying that such plans, specifications and Design Standards will, if followed, result in properly designed improvements. Such approval or Design Standards shall in no event be construed as representing or guaranteeing that any Improvement built in accordance therewith will be built in a good and/or workmanlike manner. The Foundation, the Board and the ARC shall not be

responsible or liable for (i) any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this Declaration; (ii) any loss or damages to any person arising out of the approval or disapproval of, or the failure to act upon, any plans and specifications; or (iii) any loss or damage arising from the noncompliance of such plans and specifications with any governmental or administrative regulations, or any defects in construction undertaken pursuant to such plans and specifications. Every Person who submits plans and specifications and every Owner expressly releases the Foundation, the Board and the ARC from any and all such claims and covenants and agrees not to bring a lawsuit or other action against the Foundation, the Board or the ARC to recover damages or any other relief with respect to any such claims.

(g) Fees. The ARC, subject to Board approval, may establish, impose and collect a reasonable and appropriate fee to cover the costs of its review and inspection pursuant to this Section, which costs shall include but not be limited to the compensation of any consulting architects, landscape architects, urban designers, inspectors or attorneys retained in accordance with the terms hereof. The amount of such fee shall be established from time to time by the Board of Directors or the ARC. Additionally, the ARC, subject to Board approval, may require placement of a deposit or bond by an applicant to insure compliance with this Declaration and the Design Standards and to cover any expenses or damages caused by construction or improvement activities required to be approved by it.

(h) Correction of Non-Compliance. Upon notification by the ARC of any non-compliance with the requirements of this Section, the Owner shall at that time immediately discontinue working, building, installing or erecting any phase or portion of the Improvement until written approval to continue has been given by the ARC. The ARC shall be entitled in all cases to enjoin further construction and to require, at the full cost and expense of the violating Owner, the removal or correction of any work, structure or Improvement in place which does not comply with the approved plans and specifications. In addition to and not in limitation of the foregoing, the Foundation, acting through the Board or the ARC, shall have all of the powers and remedies set forth in Section 14 hereof to enforce compliance with this Section and the other provisions of this Declaration.

8. **Use Restrictions**. To provide harmony among the Owners and thereby protect the value of the Lots within the Community, all portions of the Property shall be subject to the restrictions set forth in this Section and to such Rules and Regulations as may be adopted from time to time by the Board. Such Rules and Regulations shall be in addition to and may expand upon or add to the Use Restrictions set forth in this Section.

(a) Residential Use. The Lots within Martin's Landing shall be and are restricted exclusively to single-family residential use and no trade or business of any kind may be conducted in or from a Lot or any part of the Community either as a primary or accessory use of either the Lot or any portion of the Community; provided, however, an Owner or occupant may conduct such business activities within a dwelling located thereon so long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the dwelling; (ii) the business activity does not regularly involve persons who do not reside in the Community coming into the Community; (iii) the business activity does not involve having any tools of a particular trade stored or placed in any area which can be seen from another Lot or the Foundation Properties; (iv) the business activity conforms to all zoning requirements for the

Property; (v) the business activity is consistent with the residential character of the Property; (vi) the business activity does not require use of Foundation Properties utilities; and (vii) the business activity does not constitute a nuisance or a hazardous or offensive use, as may be determined in the sole discretion of the Board of Directors.

(b) Nuisances. No unlawful, noxious, abusive or offensive activity shall be undertaken on any Lot or on the Foundation Properties; nor shall anything be done therein or thereon which constitutes a nuisance, or causes unreasonable noise or disturbance to others; nor shall any substance, thing or material be kept on or within any Lot that emits foul or obnoxious odors or that causes any noise or other condition that would or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. Without limiting the generality of the foregoing, no horn, whistle, siren, bell, amplifier or sound devices or any outside speaker system, except for devices as may be exclusively used for security purposes, which are deemed offensive by the Board of Directors of the Foundation, shall be located, installed or maintained upon the exterior of any dwelling unless required by law. Any siren or device for security purposes shall contain a device which causes it to automatically shut off within a reasonable time after sounding. No unclean, unhealthy, unsightly or unkempt condition shall exist or be maintained on any Lot within the Property. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of an Owner's Lot. Any items such as outside patio furniture or other articles that can be viewed from other Lots or the Foundation Properties shall be maintained in a neat and attractive condition as determined by the Board.

(c) Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions may not be pursued or undertaken within the Community, except within an enclosed garage.

(d) Vehicles and Parking. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, automobiles and limousines. Vehicles shall not be parked on the Foundation Properties, except in designated parking areas. Vehicles shall not be parked on a Lot, except in the driveway, garage or a location as approved by the ARC. Vehicles shall not be parked on any subdivision street except as expressly permitted by the Rules and Regulations of the Foundation. All parking shall be subject to such Rules and Regulations as the Board may adopt. Disabled vehicles, stored vehicles, boats, trailers, campers, buses, commercial vans, commercial trucks, recreational vehicles (for example, without limitation, RVs and motorhomes), are prohibited from being parked in the Community, except in garages or a location as approved by the ARC. For purposes of this Subsection, a vehicle shall be considered "disabled" if it does not have a current license tag or is inoperable. A vehicle shall be considered "stored" if it remains in the Community for five (5) consecutive days or longer without the prior written permission of the Board. For purposes of this Subsection, any vehicle on which commercial lettering, graphics, or advertising is visible on the body of the vehicle shall be deemed a commercial vehicle and is prohibited from being parked in the Community, except in a garage or a location as approved by the ARC. Garages shall not be converted to additional living space without express written approval from the ARC or the Board.

(e) Abusive Behavior. No Foundation Member, Owner or Occupant, or family member, tenant, guest, invitee or licensee of a Foundation Member, Owner or Occupant shall behave in a physically or verbally threatening, harassing, abusive or opprobrious manner toward any Foundation officers, directors, management company representatives, or other Foundation contractors, vendors, and staff. All such behavior is prohibited, including, without limitation, swearing, cursing, using obscene language or gestures, threatening to physically harm such individuals, making offensive or threatening gestures, stalking or any other conduct that results in bodily harm or places another in reasonable apprehension of imminent bodily harm.

Furthermore, no Foundation Member, Owner or Occupant, or family member, tenant, guest, invitee or licensee of a Foundation Member, Owner, or Occupant shall confront, question, instruct, or otherwise impede or interfere with the work of management company representatives and other Foundation contractors, vendors, and staff.

(f) Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or within any dwelling, except a reasonable number of dogs, cats or other usual household pets may be kept by their respective Owners on their respective Lots and within their respective dwelling, provided they are not raised, bred or kept for any commercial purpose and do not endanger the health, safety or welfare, or unreasonably disturb the Owner or Occupant of any Lot within the Community; provided, that the Board of Directors may prohibit from the Property animals which are determined by the Board to be dangerous and detrimental to the health, safety or welfare of the Owners. The Board of Directors shall have the power and authority to determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular animal or bird is a generally recognized household pet, whether such animal or bird endangers the health or unreasonably disturbs the Owner of any Lot or any Occupant thereof, or whether the number of animals or birds on any Lot is unreasonable. No pet enclosure shall be erected, placed or permitted to remain on any portion of the Property except as approved pursuant to Section 7 hereof. Pets shall be under leash at all times when walked or exercised on any portion of the Community, and shall not be permitted to leave droppings on any portion thereof and the Owner of such pet shall immediately remove the same. The Board of Directors shall have the right to fine the Owner or Occupant of a Lot for any violations of the foregoing pet restrictions as further provided in Subsection 14(c) hereof. Any Lot Owner shall be liable to the Foundation for the cost of cleanup or repair of any damage to the Foundation Properties caused by the pet of such Owner or occupant, and the same shall be added to and become a part of the portion of any assessment next coming due to which such Lot Owner is subject.

(g) Signs. No sign of any kind shall be erected by an Owner or Occupant within the Community without the prior written consent of the ARC or the Board except: (i) one (1) professional security sign consistent with the Community-Wide Standard not to exceed six (6) inches by six (6) inches in size displayed on a Lot; and (ii) such signs as may be required by legal proceedings. In addition, in connection with a bona-fide offer to sell or lease a Lot, one (1) professionally lettered "For Sale" or "For Rent" sign may be displayed on a Lot; provided, however, that such signs must be consistent with the Community-Wide Standard and must comply in all respects with such specifications and requirements as may be published from time to time by the Board. Any other type of "For Sale" or "For Rent" sign shall not be permitted in the Community without the prior written approval of the ARC or the Board. The Board shall have the right to erect any reasonable and appropriate signs.

(h) Occupants Bound. All provisions of the Declaration and of any Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants of any Lot even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants.

(i) Antennas and Satellite Dishes and Similar Equipment. Except as provided below, no satellite dish, antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained on any portion of the Property, including the Lots; provided, however, the Foundation shall have the right to erect, construct and maintain such devices. The following shall apply to all Owners:

(i) No transmission antenna, of any kind, may be erected anywhere on the Property, including the Lots, without the written approval of the Board.

(ii) No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) antenna larger than one meter in diameter shall be placed, allowed or maintained upon the Property, including the Lots.

(iii) Subject to the last sentence of this Subsection 8(i)(iii), DBS and MMDS satellite dishes or antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the Rules and Regulations of the Foundation, and only if and to the extent such rules mandate that such dishes or antennas be allowed, both as may be amended from time to time. In such event, to the extent permissible under the FCC rules and regulations, (A) such satellite dishes and antennas shall not be located on the front or side of any Lot; (B) such satellite dishes and antennas shall not be located in the front yard or side yard of any Lot; and (C) such satellite dishes and antennas shall be located in a place shielded from view from the street and from other Lots. To the extent that any of the foregoing subparagraphs (A) through (C) is not permitted under the FCC rules and regulations, the remaining portion of this Subsection (iii) shall survive independently to the extent permissible under the FCC rules and regulations.

In the event of a transfer of a Lot that includes a satellite dish or antenna, the grantee shall assume all responsibility for the satellite dish or antenna and shall comply with this Declaration, the Bylaws and the Rules and Regulations regarding satellite dishes and antennas.

(j) Gardens, Basketball Goals, Etc. No vegetable garden, hammocks, statuary or recreational equipment, including basketball goals, may be placed, erected, allowed or maintained within the Community without the prior written consent of the ARC or the Board.

(k) Tree Removal. No trees of three (3) inches or more in diameter shall be removed without the express prior written consent of the ARC or the Board.

(l) Lighting. No additional exterior lighting shall be installed in the Community and no changes to existing exterior lighting shall be made without the prior written consent of the ARC or the Board. Notwithstanding the foregoing, seasonal decorative lights are allowed to be displayed one (1) month in advance of the holiday and shall be removed no later than two (2) weeks following the holiday.

(m) Clotheslines, Garbage Cans, Woodpiles, Etc. All clotheslines, garbage cans, woodpiles, and other similar items shall be located or screened so as to be concealed from view of neighboring Lots, streets, and property located adjacent to the Lot. All rubbish, trash and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon. No garbage or trash shall be placed on the Foundation Properties, temporarily or otherwise, except as provided herein.

(n) Subdivision or Combining of Lots. No Lot shall be subdivided or combined or its boundary lines changed except with the prior written approval of the ARC or the Board.

(o) Solar Devices. No artificial or man-made device which is designed or used for collection of or heating by solar energy or other similar purposes shall be placed, allowed or maintained upon any portion of the Community, including any Lot, without the prior written consent of the ARC or the Board.

(p) Fences. No fence or fencing type barrier of any kind shall be placed, erected, allowed or maintained upon any portion of the Community without the prior written consent of the ARC or the Board. The ARC or the Board may issue guidelines detailing acceptable fence styles or other specifications, but in no event may a chain link fence or hog wire fence be approved.

(q) Exterior Colors. Owners shall not paint or otherwise alter the exterior color of any Lot or Improvements thereon without the prior written consent of the ARC or the Board.

(r) Mailboxes. All mailboxes and mailbox posts shall be consistent with the Community-Wide Standard, and no mailbox or mailbox post shall be installed, replaced or altered without the prior written consent of the ARC or the Board.

(s) Detached or Temporary Structures. No detached structure or structure of a temporary character, including, without limitation, any trailer, shack, garage, or other building, shall be placed, erected, allowed or maintained by an Owner or Occupant within the Community without the prior written consent of the Board or the ARC. This restriction is not intended to prevent camping tents, party tents or party awnings which are erected for a period of less than forty-eight (48) hours.

(t) Use of Foundation Properties. There shall be no obstruction of the Foundation Properties nor shall anything be kept, parked or stored on any part of the Foundation Properties without the prior written consent of the Board.

(u) Transient Use. No Lot shall be used as a hotel, boarding house, flop house, crash pad or for any other short term or transient use or purpose. Without limiting the generality of the foregoing, no Lot may be occupied pursuant to any short term or transient occupancy arrangement, including, but not limited to, arrangements through Airbnb, HomeAway.com, VRBO or any other similar service providers.

(v) Window Air Conditioners. No air conditioner shall be installed in any window of any building located on a Lot, nor shall any air conditioner be installed on any building located on any Lot so that the same protrudes through any exterior wall of such building.

(w) Use of Lake. The lake shall be only used in accordance with the Foundation's rules and regulations. Swimming in the lake is prohibited.

9. **Leasing.** Leasing of Lots is permitted within the Foundation subject to the following provisions:

(a) General Leasing Provisions. Lots may be leased only in their entirety; no fraction or portion may be leased; provided, however, that an Owner may lease a portion of his Lot to a roommate if the Owner is also to occupy the Lot on a full-time basis. There shall be no subleasing of Lots or assignment of leases. All leases shall be for an initial term of not less than six (6) months. The Owner must provide to the lessee, at Owner's sole expense, copies of this Declaration, Bylaws, and the Foundation's rules and regulations. Nothing herein shall be construed as giving the Foundation the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease. The Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws and rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such occupants, notwithstanding the fact that such occupants of the Lot are also fully liable and may be sanctioned for such violations.

(b) Short-Term Rentals. The short-term leasing of Lots and other arrangements for short-term occupancy of Lots through AirBnb, VRBO, HomeAway.com or any similar service providers is prohibited within the Martin's Landing Community. The listing, marketing or advertising of a Lot within Martin's Landing or any portion thereof, for short-term leasing or occupancy on AirBnb, VRBO, HomeAway.com or any similar website or publication is also expressly prohibited. These restrictions apply whether or not the Lot Owner will reside on the Lot during the term of the lease or other occupancy arrangement. For purposes of this provision, "short-term" means for a period of less than six (6) months.

(c) Applicability. Except to the extent this Section 9 requires Owners to cause their occupants to comply with the Declaration, Bylaws, and rules and regulations, this Section 9 shall not apply to the apartment complex during such time that it operates as an apartment complex.

10. **Maintenance**.

(a) Foundation Responsibility. The Foundation shall keep the Foundation 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 Properties, all walkways, sidewalks and concrete or paved areas not located on a Lot or Unit and all other improvements situated on the Foundation Properties, including but not limited to the pool(s), clubhouse(s), tennis courts, pickleball 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 Section 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 or directive of any municipal or other governmental authority.

The Foundation and its members understand the value of latent, unimproved, and natural conditions of a portion of the Foundation 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 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.

(b) 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 Lots 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 consistently with this Declaration and the Community-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 Section 7 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 Foundation Properties 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:

(i) To perform his or her maintenance responsibility in such manner so as not to unreasonably disturb other persons in other Lots or Units;

(ii) To promptly report to the Foundation or its agent any defect or need for repairs for which the Foundation is responsible; and

(iii) Not to make any alterations in the portions of the Lot 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.

(c) Neighborhood Association.

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, or its designated committee or authorized agents or employees may, after thirty (30) days written notice to the Neighborhood Association, perform such duty as it may deem necessary or advisable in its sole discretion.

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 by any appropriate proceeding in law or in equity, including, but not limited to, all reasonable attorney's fees actually incurred. In the event the Neighborhood Association fails to pay all direct and indirect costs as outlined above, the Foundation may, in its sole discretion, assess the costs incurred equally against each Lot in the neighborhood, which assessment may be collected in accordance with Section 5 hereof. Although notice given as herein provided shall be sufficient to give the Foundation, its designated committee or its agents or employees the right to enter upon the property of the Neighborhood Association 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.

(d) Additional Maintenance. In addition to the foregoing, the Foundation may do anything necessary to secure compliance with this Declaration so as to place said Lot or Unit in a neat, attractive, healthy, and sanitary condition and the charges incurred for securing such compliance, including the performance of exterior maintenance, and the cutting, trimming, pruning or removal of leaves, grass, landscaping, trees or such garbage, trash or rubbish as may be removed, may be charged to the Owner or occupant of such Lot. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the Lot to pay such costs and any such costs which remain unpaid shall be added to and become a part of the assessment to which such party is subject and shall become a lien against the Lot of such party collectible as an assessment pursuant to Section 5 hereof.

(e) Party Walls and Party Fences.

(i) General Rules of Law to Apply. Each wall or fence built as a part of the original construction of the Lots which shall serve and separate any two (2) adjoining Lots shall constitute a party wall or fence and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(ii) Sharing of Repair and Maintenance. The cost of reasonable repair and

maintenance of a party wall or fence shall be shared by the Owners who make use of the wall or fence in equal proportions.

(iii) Damage and Destruction. If a party wall or fence is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the wall may restore it, and if the other Owner or Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(iv) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

(v) Arbitration. In the event of any disputes arising concerning a party wall or fence, or under the provisions of this Section, each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor by the Board, the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other.

11. **Insurance and Casualty Losses**.

(a) Insurance. The Foundation's Board of Directors shall have the authority to obtain and shall obtain insurance for all of the insurable improvements on the Foundation Properties against loss or damage by fire or other hazards, vandalism and malicious mischief. This insurance should be in an amount sufficient to cover the full cost of any repair or reconstruction of the insurable improvements on the Foundation Properties in the event of damage or destruction from any such hazard. The Board shall obtain a public liability policy applicable to the Foundation Properties covering the Foundation, its officers, directors, agents and employees. The public liability insurance shall have coverage in the amount of at least One Million Dollars ($1,000,000.00) per occurrence for bodily injury or property damage and Two Million Dollars ($2,000,000.00) of aggregate coverage. The cost of all such insurance coverage shall be a part of the Common Expenses of the Foundation. Each insurance policy may contain a reasonable deductible, which shall be paid by the Foundation.

All such insurance coverage obtained by the Foundation shall be written in the name of the Foundation. The Board shall use reasonable efforts to obtain policies written by a company licensed to do business in Georgia, having at least an "A" rating as established by A.M. Best Company, Inc. or the most nearly equivalent rating. All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement, if reasonably available. The Board of Directors shall use reasonable efforts to secure insurance policies that provide a waiver of subrogation by the insurer as to any claims against the Board of Directors, the Owners and their respective family, tenants, guests, invitees, licensees, and agents and a waiver of the insurer's right to cancel without first giving thirty (30) days prior written notice of such cancellation to the Foundation.

In addition to other insurance required by this Section, the Board shall obtain, as a Common Expense, workers compensation insurance, if and to the extent required by law, and a fidelity policy or bond on officers, directors, employees and other persons handling or responsible for the Foundation's funds. The Foundation shall also obtain directors and officer's liability insurance providing coverage of at least One Million Dollars ($1,000,000.00). The amount of all such coverage shall be determined by the Board of Directors, using its best business judgment.

(b) Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed in payment of any repair or reconstruction covered by such insurance. Any proceeds remaining after defraying such cost of repair and reconstruction, or in the event no repair or reconstruction is made after making such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Foundation.

(c) Damage and Destruction. Immediately after any damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Foundation, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Property. "Repair" or "reconstruction," as used in this Subsection, means repairing or restoring the Property to substantially the same condition in which it existed prior to the fire or other casualty. Any damage or destruction to the Foundation Properties shall be repaired or reconstructed unless a Majority of the Owners shall decide within sixty (60) days after the casualty not to repair or reconstruct. If reliable and detailed estimates of the cost of the repair or reconstruction or if the amount of insurance proceeds available as a result of such damage or destruction are not available within such sixty (60) day period, then the period shall be extended until such information shall be made available; provided, however, that such extension shall not exceed beyond sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

(d) Repair and Reconstruction.

(i) In the event that it should be determined in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected Property shall be restored to its natural state and maintained as an undeveloped portion of the Property by its respective Owner or Owners in a neat and attractive condition.

(ii) If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Foundation's members, levy a special assessment against all Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Foundation.

(e) Lot Owner's Responsibility. By virtue of taking title to a Lot, each Owner of a Lot covenants and agrees with all other Owners and with the Foundation to carry all risk casualty insurance in an amount sufficient to cover the full replacement cost of all Improvements on the Lot. Each Owner further covenants and agrees that any damage or destruction by fire or other casualty to all or any portion of any Improvement on a Lot shall be repaired by the Owner thereof within ninety (90) days after such damage or destruction or, where repairs cannot be completed within ninety (90) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all Improvements on the Lot and remove all debris therefrom within ninety (90) days after such damage or destruction. In the event of noncompliance with this provision, the Board of Directors shall have all enforcement powers specified in Section 14 of this Declaration.

12. **Condemnation**. Whenever all or any part of the Foundation Properties shall be taken (or conveyed in lieu of and under threat of condemnation) by any authority having the power of condemnation or eminent domain, the award of such taking shall be payable to the Foundation and used for such purposes as the Board of Directors shall reasonably determine. If the taking or conveyance in lieu thereof includes all or any portion of a Lot and also includes any part of the Foundation Properties, any court of competent jurisdiction shall apportion such award or proceeds and such award of proceeds shall be disbursed to the Foundation and the Owners so affected so as to give just compensation to the Owners of any Lot; provided, however, such apportionment may instead be resolved by the agreement of the Board of Directors and the Owners of all Lots wholly or partially taken or sold, together with the Mortgagees for each such Lot, if required. The provisions of Subsection 11(d) above shall govern replacement or restoration and the actions to be taken if the improvements are not replaced or restored.

13. **Amendments**.

(a) By the Owners. Subject to the provisions of Subsection (b) below, all amendments to this Declaration shall require the approval of members of the Foundation holding two-thirds (2/3) of the Total Foundation Vote. Approval of the Lot Owners to any amendment shall be evidenced by their execution of the amendment or, in the alternative, by the sworn statement of the President, any Vice-President or Secretary of the Foundation attached to or incorporated in an amendment executed by the Foundation, stating unequivocally that approval of Lot Owners was lawfully obtained and that all notices required by the Declaration were properly given. Any amendment to this Declaration shall become effective only when recorded in the Fulton County, Georgia Records or at such later date as may be specified in the amendment.

(b) By the Board. Notwithstanding the foregoing, this Declaration may be amended unilaterally at any time and from time to time by the Board if (i) such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (ii) if such amendment is necessary to enable any reputable title insurance company to issue a title insurance policy with respect to the Lots subject to this Declaration; (iii) if such amendment is required by an institutional or governmental lender or purchaser of Mortgage loans, including, without limitation, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (iv) if such amendment is necessary to enable any governmental agency or reputable

private insurance company to insure Mortgage loans on the Lots subject to this Declaration.

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

(d) Annexation. Subject to the consent of the owner thereof, upon the affirmative vote of a Majority of the Owners present in person or by proxy at a meeting duly called for such purpose, the Foundation may annex other real property to the provisions of this Declaration and the jurisdiction of the Foundation by filing for record in the office of the Clerk of the Superior Court of Fulton County a Supplementary Declaration in respect to the property being annexed. Any such Supplementary Declaration shall be signed by the President and Secretary of the Foundation, and such annexation shall be effective upon the filing for record of such Supplementary Declaration, unless otherwise provided therein.

14. **Enforcement**.

(a) Legal Action. Each Owner and Occupant of a Lot shall comply strictly with this Declaration, the Bylaws, the Design Standards and the Rules and Regulations of the Foundation, as any of the same may be amended from time to time. Any lack of such compliance shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Foundation or, in any proper case, by one or more aggrieved Owners, on their own behalf or as a class action. Inasmuch as the enforcement of the provisions of this Declaration, the Bylaws, the Design Standards and the Rules and Regulations of the Foundation is essential for the effectuation of the general plan of the Community and for the protection of present and future Owners, it is hereby declared that any breach thereof cannot be adequately compensated by recovery of damages, and that the Foundation, or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or threatened violation or breach.

(b) Suspension of Rights and Services. The Foundation shall have the right to suspend an Owner's voting rights and to suspend an Owner's right to use the Foundation Properties for any period during which any assessments or other charges owed to the Foundation remain unpaid, and, for any violation of any provision of this Declaration, the Bylaws, the Design Standards or the Rules and Regulations of the Foundation, for the duration of the infraction and for an additional period not to exceed thirty (30) days. Without limiting the generality of the foregoing, the Foundation is expressly authorized to suspend the right of any Owner who is more than thirty (30) days delinquent in the payment of any assessment or charge owed to the Foundation, and the right of such Owner's family members, tenants, guests, licensees, and invitees to use or operate vehicles on the roads and streets within the Development; provided, however, that pedestrian access to and use of such roads and streets shall be provided at all times.

(c) Fines. In the event of any failure to comply strictly with this Declaration, the Bylaws, the Design Standards or the Rules and Regulations of the Foundation, the Board of Directors may, in addition to exercising the other remedies provided for herein, levy fines against the Owner or Occupant for such failure in an amount which the Board, in its sole discretion,

determines to be reasonable under the circumstances. Each day or time a violation is continued or repeated after written notice is given to the Owner or Occupant to cease and desist shall be considered a separate violation. All fines shall be an assessment and a lien against the Lot collectible as provided in Section 5 hereof.

(d) Self Help. In addition to any other remedies provided for herein, the Foundation or its duly authorized agent shall have the power to enter upon a Lot or 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 this Declaration, the Bylaws, the Rules and Regulations or the use restrictions. Unless an emergency situation exists, the Board shall give the violating Lot Owner ten (10) days' written notice of its intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after reasonable notice and as otherwise provided herein. All costs of self-help, including reasonable attorney's fees actually incurred, shall be assessed against the violating Lot Owner and shall be collected as provided for herein for the collection of assessments. The term "emergency," as used herein, shall mean a situation which requires immediate action to prevent potential danger or damage to persons or property.

(e) Costs and Attorney's Fees. Should the Foundation employ legal counsel to enforce this Declaration, the Bylaws, the Design Standards or the Rules and Regulations of the Foundation, all costs incurred in such enforcement, including reasonable attorney's fees actually incurred, shall be paid by the violating Owner and shall be an assessment and a lien against the Lot collectible as provided in Section 5 hereof.

(f) No Waiver. No delay, failure or omission on the part of the Foundation or any aggrieved Owner in exercising any right, power or remedy shall operate as a waiver or bar or otherwise affect its right to exercise or enforce any right, power or remedy provided for herein. No right of action shall accrue nor shall any action be brought or maintained by anyone whomsoever against the Foundation for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach of the provisions of this Declaration, the Bylaws, the Design Standards or the Rules and Regulations, however long continued, or for adopting provisions which may be deemed unenforceable.

(g) Notice of Violation. The Board shall have the right to record in the appropriate land records a written notice of any violation of the Declaration, the Bylaws, the Design Standards or the Rules and Regulations of the Foundation and to assess the cost of recording and removing such notices against the Owner who is responsible or whose occupants are responsible for violating the foregoing.

(h) 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 procedure outlined in Paragraphs (i) and (ii) below is followed; provided, however, such procedure shall not be required if the suspension of the right to vote or the right to use the Foundation Properties is based on the failure to pay when due, any assessment or other charge owed to the Foundation.

(i) Notice. If any provision of the Declaration or Bylaws or any Rule or Regulation of the Foundation is violated, the Board shall serve the violator with a written notice of violation, which shall state: (A) the nature of the alleged violation and the action(s) necessary to abate

the violation; (B) the proposed sanction to be imposed; (C) a statement that the violator may challenge the fact of the occurrence of the violation, the proposed sanction, or both; (D) the name and address of a person to whom to challenge the proposed action; and (E) a statement that the proposed sanction shall be imposed as contained in the notice of violation unless a written notice to challenge the action is received by the Foundation within ten (10) days of the date of the notice of violation. If a challenge is not made, the sanction shall become effective as provided in the notice of violation. In the event of a continuing violation, each day the violation continues or occurs again after the date of the notice of violation constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

(ii) Hearing. If the alleged violator timely challenges the proposed action, a hearing before the Board of Directors shall be held in executive session affording the alleged violator a reasonable opportunity to be heard. The hearing shall be set at a reasonable time and day by the Board, and notice of the time, date and place of the hearing and an invitation to attend the hearing shall be sent to the alleged violator. The alleged violator may produce any statements, evidence, and witnesses at the hearing to support the alleged violator's position. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. This Paragraph shall be deemed complied with if a hearing is held and the violator attends and is provided an opportunity to be heard, notwithstanding the fact that the notice requirements contained herein are not technically followed.

15. **General Provisions**.

(a) Duration. The provisions of this Declaration shall have perpetual duration and shall forever run with and bind the Property.

(b) Variances and Waiver of Restrictions. So long as permitted by Georgia law, the Board of Directors may waive or otherwise allow and authorize variances from the terms and restrictions hereof.

(c) Indemnification. The Foundation shall indemnify every officer and director against any and all expenses, including counsel fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall not have personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Foundation (except to the extent that such officers or directors may also be members of the Foundation), and the Foundation shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Foundation shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

(d) Submission of Property Acquired by Foundation. Any property acquired by

the Foundation in accordance with the terms of this Declaration shall, upon recordation of the deed or other instrument conveying title thereto and designating said property as Foundation Properties, be deemed, for all purposes, including, without limitation, taxation, a part of the Foundation Properties subject to this Declaration.

(e) Mortgagee Provision. In the event any provision contained in this Declaration is deemed or determined by a court of competent jurisdiction to materially and adversely affect the rights of any Mortgagee, such particular provision shall not apply to any such Mortgagee who does not consent thereto. The invalidity of any provision for the reason stated herein shall in no way affect the validity or application of such provision as to any other person or the validity of the balance of this Declaration and the balance of this Declaration shall remain in full force and effect. In the event a provision of this Declaration is deemed or determined by a court of competent jurisdiction to be unenforceable as to any Mortgagee, the provision of the Original Declaration which was intended to be superseded and substituted by such provision shall automatically apply as to such Mortgagee with full validity, force and effect.

(f) Rights of Third Parties. This Declaration shall be recorded for the benefit of the Lot Owners and their Mortgagees as herein provided, and no adjoining property owner or third party shall have any right, title or interest whatsoever in the Community or in the operation or continuation thereof or in the enforcement of any provisions herein, and subject to the rights of such Mortgagees as herein provided, the Lot Owners shall have the right to cancel, extend, modify, amend or otherwise change the provisions of this Declaration without the consent or approval of any adjoining owner or third party.

(g) 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 the application of such provision to any other person or property or the validity or application of any other 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. If any modification or elimination by this Declaration of a provision contained in the Declaration is deemed or determined by a court of competent jurisdiction to be unenforceable as to any person or property, the provision in the Declaration modified or eliminated by this Declaration shall automatically apply to such person or property and the validity of the balance of this Declaration shall be unaffected thereby.

(h) Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of King Charles III.

(i) Incorporation by Reference. All dedications, limitations, restrictions, and reservations shown on the Plats are incorporated herein and made a part hereof as if fully set forth herein and shall be construed as being adopted in each and every contract, deed or conveyance conveying any of the Properties, whether specifically referred to therein or not.

(j) Captions. The captions of each Section and Subsection hereof 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 Section or Subsection to which they refer.

(k) 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 neuter and feminine.

(l) Effective Date. This Declaration shall be effective upon recordation in the Fulton County, Georgia records.

(m) Notices. Unless otherwise provided in this Declaration or the Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws or the Declaration ("Notices") shall be in writing and shall be given via:

(1) Personal delivery to the addressee; or

(2) United States mail, first class, postage prepaid; or

(3) Electronic mail, if in accordance with Section (a) below; or

(4) Facsimile, if in accordance with Section (a) below.

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

(1) If to an Owner:

A. At an address which the Owner has consented to in writing and filed with the Secretary, or the Foundation's management agent, or, if no such address has been designated, at the Lot address; or

B. At an electronic mail address at which the Owner has consented to receive notice; or

C. At a facsimile number at which an Owner has consented to receive notice; or

D. By any other form of electronic transmission, when transmitted to the Owner.

(2) If to the Foundation, the Board of Directors or the Foundation's managing agent, the postal address, facsimile number or electronic email address of the principal office of the Foundation or the managing agent, if any, or at such other address as shall be designated by written notice to the Owners in accordance with this Section.

All such notices shall be deemed effective upon delivery, or, if mailed, on the postmarked date of the notice.

(n) 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 DEVELOPMENT; 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 DEVELOPMENT. FURTHERMORE, THE FOUNDATION DOES NOT GUARANTEE THAT NON-OWNERS AND NON-OCCUPANTS WILL NOT GAIN ACCESS TO THE DEVELOPMENT AND COMMIT CRIMINAL ACTS IN THE DEVELOPMENT NOR DOES THE FOUNDATION GUARANTEE THAT CRIMINAL ACTS IN THE DEVELOPMENT 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.

(o) Legal Fees. Should any Owner commence legal action against the Foundation for any reason and not prevail in such action, the Foundation shall be entitled to recover its costs and reasonable attorney's fees incurred in defending such action and all such costs and attorney's fees shall be an assessment and a lien against the Lot collectible as provided in Section 5 hereof.

(p) Statements by Third Parties. The provisions of this Declaration are binding upon all Owners and their heirs, executors, personal representatives, successors, and/or assigns. Any statements made to any Owner or prospective purchaser of a Lot by any Third Party which is in conflict with the provisions hereof shall be of no force and effect.

(q) Partition. The Foundation Properties shall remain undivided, and no Lot Owner nor any other person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the Community and without the written consent of all holders of all Mortgages encumbering any portion of the property, including, but not necessarily limited to, the Lots located within the Community.

(r) Use of Name and Logo. No Person shall use the words "Martin's Landing" or use the crest of Martin's Landing in the name or logo of any commercial or residential building or any commercial or residential business or enterprise or in any printed or promotional material without the prior written consent of the Foundation, except that Owners or Occupants may use the word "Martin's Landing" in printed or promotional matter where such phrase is used solely to specify that particular property is located within the Foundation.

**IN WITNESS WHEREOF**, the Foundation has executed this Amendment by and through its authorized officers on the date and year first above written.

**MARTIN'S LANDING FOUNDATION, INC.,** a Georgia non-profit corporation

Signed, sealed and delivered
in the presence of:

_____
Unofficial Witness

By:_____
Print Name:_____
Print Title: President

_____
Notary Public

My Commission Expires:_____

Attest:_____
Print Name:_____
Print Title: Secretary

[Notary Seal]

[SEAL]

**EXHIBIT "A"**

**SUBMITTED PROPERTY**

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, 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 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 113.0 feet to a point; thence South 27° 15' 30" East 184.0 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, 160.0 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.

2282107

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 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 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 265.4 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°09' 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.

0241K

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 17 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 686.62 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 80.16 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.

EXHIBIT A CONT'D

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 83.77 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 meandering 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 616, 1,355.2 feet to the Southeast corner of said Land Lot; thence North 0°02' West along the East line of Land Lot 616, 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 368.8 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, 820 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.

EXHIBIT A CONT'D

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 20.8647 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"**

**Bylaws**

# AMENDED AND RESTATED BYLAWS

# OF

# MARTIN'S LANDING FOUNDATION, INC.

Spencer S. Farmery, Esq.
WINTER CAPRIOLA ZENNER, LLC
3490 Piedmont Road, N.E.
Suite 800
Atlanta, Georgia 30305

## TABLE OF CONTENTS


| | | |
|---|---|---|
| Article I | Definitions | 1 |
| Article II | General | 2 |
| Article III | Meetings of Members | 4 |
| Article IV | Board of Directors | 6 |
| Article V | Officers | 11 |
| Article VI | Miscellaneous | 14 |

## ARTICLE I

Definitions

Unless the context otherwise requires, the terms as used in these Amended and Restated Bylaws (hereinafter, the "Bylaws") shall have the same meanings as those terms defined in the Declaration. Additionally, the following terms shall have the following meanings:

Section 1. "Articles of Incorporation" shall mean the Articles of Incorporation of the Foundation as the same now exist or as may hereafter be amended.

Section 2. "Foundation" shall mean and refer to Martin's Landing Foundation, Inc., a Georgia non-profit corporation and its successors and assigns.

Section 3. "Board of Directors" or "Board" shall mean the Board of Directors of the Foundation, the members of which shall be elected from time to time as provided in the Declaration, the Articles of Incorporation, the Bylaws, and the Georgia Nonprofit Corporation Code. The Board of Directors shall be the governing body of the Foundation.

Section 4. "Declaration" shall mean that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Martin's Landing recorded in the Fulton County, Georgia records as such document may be amended from time to time.

Section 5. "Community" or "Martin's Landing" shall mean the Property subject to the Declaration and known as Martin's Landing.

Section 6. "Electronic Document" shall mean information created, transmitted, received or stored by electronic means and retrievable in human perceivable form including, but not limited to, e-mail, web pages, PDF documents, and facsimile transmissions.

Section 7. "Electronic Signature" shall mean a signature created, transmitted, received or stored by electronic means and includes, but is not limited to, a Secure Electronic Signature.

Section 8. "Eligible Votes" shall mean and refer to those votes available to be cast on the matter at hand. A vote which is for any reason suspended is not available to be cast.

Section 9. "Managing Agent" shall mean the person, company or other legal entity who undertakes the duties, responsibilities, and obligations of the management of the Foundation and the Community. The Managing Agent may be employed and terminated by a vote of the Board of Directors of the Foundation, subject to any contract as might exist.

Section 10. "Officer" shall mean and refer to those individuals who are elected by the Board to serve as President, Vice President, Secretary or Treasurer, or such other subordinate officers as the Board may determine necessary.

Section 11. "Person" shall mean and refer to a natural person, corporation, partnership, limited liability company, trust or other legal entity, or any combination thereof.

Section 12. "Property" shall mean and refer to all of the property which is subject to the Declaration.

Section 13. "Rules and Regulations" shall mean the then current Rules and Regulations of the Foundation as may be adopted, amended, and repealed by the Board of Directors of the Foundation.

Section 14. "Secure Electronic Signature" shall mean 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 is changed, the electronic signature is invalidated.

Section 15. "Lot Owner", "Owner" or "Member" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Community, but excluding those having such interest merely as security for the performance of an obligation.

Other terms shall have their natural meanings or the meanings given in the Declaration or the Georgia Nonprofit Corporation Code.

## ARTICLE II

### General

Section 1. Applicability. These Bylaws provide for the governance of Martin's Landing Foundation, Inc. in accordance with the Articles of Incorporation and the Declaration and are applicable to the Property and Lots in the Community. These Bylaws are binding on all present and future Owners, tenants, residents or other persons occupying or using the Lots or facilities of the Property in any manner. The mere acquisition, rental or act of occupancy of any part of said Lots or Property will signify that these Bylaws are accepted, ratified and will be complied with. These Bylaws are subject to the provisions of the Georgia Property Owners' Association Act, the Georgia Nonprofit Corporation Code, the Articles of Incorporation and the Declaration**,** as the same may be amended from time to time.

Section 2. Name. The name of the corporation is Martin's Landing Foundation, Inc., (hereinafter sometimes referred to as the "Foundation").

Section 3. Purpose. The Foundation shall have the responsibility of administering the Community, establishing the means and methods of collecting assessments for Common Expenses, arranging for the management of the Community, and performing all of the other acts that may be required to be performed by the Foundation pursuant to the Declaration. Except as to those matters which either the Declaration or the Georgia Property Owners' Association Act specifically require to

be performed by the vote of the Foundation, the administration of the foregoing responsibilities shall be performed by the Board of Directors, as more particularly set forth below.

Section 4. Membership. As provided in the Declaration, an Owner of a Lot shall automatically become a Member of the Foundation upon taking title to the Lot and shall remain a Member for the entire period of ownership. As may be more fully provided below, a spouse or domestic partner of an Owner may exercise the powers and privileges of the Member. If title to a Lot is held by more than one Person, the ownership shall be shared in the same proportion as the title, but there shall be only one (1) ownership and one (1) vote per Lot. Membership does not include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's ownership. Membership shall be appurtenant to the Lot to which it pertains and shall be transferred automatically by conveyance of that Lot and may be transferred only in connection with the transfer of title.

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

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

Section 7. Suspension of Voting Rights. No Owner shall be eligible to vote, either in person or by proxy, if that Owner is shown on the books and records of the Foundation or management accounts to be more than thirty (30) days delinquent in the payment of any assessments or other amounts due to the Foundation until such assessments or other amounts have been paid in full. Such voting rights of a Member may also be suspended for the infraction of any provision of the Declaration, these Bylaws, the Design Standards or any Rule or Regulations established and published by the Board of Directors for the period of such infraction, plus an additional period not to exceed thirty (30) days. Any Member whose voting rights have been suspended shall not be counted for purposes of establishing a quorum or taking any action which requires a vote of the Members under the Declaration or these Bylaws.

Section 8. Suspension of Use of Foundation Properties. The Foundation shall be

empowered to suspend temporarily a Member's right to use the Foundation Properties or to benefit from any service provided or paid for by the Foundation in order to enforce compliance with the Declaration, these Bylaws, the Design Standards or the Rules and Regulations of the Foundation.

Section 9. Electronic Documents and Electronic Signatures.

(a) Electronic Documents. Whenever these Bylaws require that a document, record or instrument be "written" or "in writing," the requirement is deemed satisfied by an Electronic Document.

(b) Electronic Signatures. Whenever these Bylaws require a signature, an Electronic Signature satisfies that requirement only if: (i) the signature is easily recognizable as a Secure Electronic Signature which is capable of verification, under the sole control of the signatory, and attached to the electronic document in such a way that the document cannot be modified without invalidating the signature; or (ii) the Board reasonably believes that the signatory affixed the signature with the intent to sign the Electronic Document, and that the Electronic Document has not been modified since the signature was affixed.

(c) Verification and Liability for Falsification. The Board may require reasonable verification of any Electronic Signature or Electronic Document. Pending verification, the Board may refuse to accept any Electronic Signature or Electronic Document that, in the Board's sole discretion, is not clearly authentic. Neither the Board nor the Foundation shall be liable to any Member or any other Person for accepting or acting in reliance upon an Electronic Signature or Electronic Document that the Board reasonably believes is authentic. Any Member or Person who negligently, recklessly or intentionally submits any falsified Electronic Document or an unauthorized electronic Signature shall fully indemnify the Foundation for actual damages, reasonable attorney's fees and expenses incurred as a result of such acts.

## ARTICLE III

### Meetings of Members

Section 1. Annual Meetings. An annual meeting of the Members shall be held in each year, on a day, and at a time and place established by the Board. At the annual meeting, reports of the affairs, finances and budget projections of the Foundation shall be made to the Members.

Section 2. Special Meetings. Special meetings of the Members for any purpose may be called at any time by the President and shall be called by request of any two or more members of the Board of Directors, or upon written request of at least twenty-five (25) percent of the Members. Only the business stated in the notice may be transacted at a special meeting.

Section 3. Place of Meetings. Meetings of the Foundation, whether annual or special meetings, shall be held at such suitable place convenient to the Members as may be designated by the Board of Directors. Furthermore, meetings of the Foundation may, as determined by the Board of Directors, be held wholly or partially by means of remote communication pursuant to which members not physically present at a meeting may, by means of remote communication, read or

hear the proceedings of the meeting substantially concurrently with such proceedings. When authorized by the Board of Directors, and subject to guidelines and procedures as the Board of Directors may adopt, Members not physically present at a meeting being held wholly or partially by means of remote communication may participate in that meeting, shall be deemed present at that meeting and may vote at that meeting provided (i) the Foundation has implemented reasonable procedures to verify that each Person deemed present at the meeting by means of remote communication is a Member or the holder of a proxy, and (ii) a record of any vote by such Member or holder of a proxy cast at the meeting shall be maintained by the Foundation.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to each Member a notice of each annual or special meeting of the Foundation at least twenty-one (21) days prior to each annual meeting and at least seven (7) days prior to each special meeting. The notice shall state the time, place and purpose of such meeting. Notices shall be delivered as set forth in Article VI, Section 1 of these Bylaws.

Section 5. Waiver of Notice. Waiver of notice of meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by any Member, whether in person or by proxy, shall be deemed a waiver of all objections to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to the holding of the meeting or transacting business at the meeting. A Member's attendance at a meeting shall also be deemed waiver of all objections to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented. The recitation in the minutes of any meeting of the Members that notice of such meeting was properly given shall be prima facie evidence that such notice was so given.

Section 6. Quorum. Except as otherwise provided in the Declaration, at any meeting of the Members, whether annual or special, a quorum shall be deemed present throughout any meeting if Members entitled to cast more than ten (10) percent of the Eligible Votes of the Foundation are present in person or by proxy at the beginning of such meeting.

Section 7. Adjournment. Any meeting of the Members may be adjourned from time to time by the vote of a majority of the Members present in person or represented by proxy, regardless of whether a quorum is present. Any business which could be transacted properly at the original session of the meeting may be transacted at an adjourned session, and no additional notice of such adjourned session shall be required other than by an announcement at the meeting at which such adjournment is taken. The quorum required by the foregoing Section 6 shall be required at the adjourned session. Notwithstanding the above, when any meeting of the Members, either annual or special, is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

Section 8. Proxy. Any Member entitled to vote may do so at a meeting by written proxy duly executed by the Member setting forth the meeting at which the proxy is valid. To be valid, a proxy must be filed with the Foundation prior to the opening of the meeting for which it is to be used and must be dated. No proxy shall be revocable except by written notice delivered to the Secretary of the Foundation. Any proxy shall be void if it purports to be revocable without notice as aforesaid.

A proxy shall be automatically revoked if the Member who has given such proxy is in attendance at the meeting. A proxy shall also automatically be revoked upon the conveyance by a Member of his or her Lot and no proxy shall be valid after eleven (11) months from the date of its execution.

Section 9. Consents. In the discretion of the Board of Directors, any action which may be taken by a vote of the Members may also be taken by written consent, without a meeting, provided, that such action is taken in accordance with the provisions of the Georgia Nonprofit Corporation Code.

Section 10. Written Ballot. In the discretion of the Board of Directors, any action to be taken at any annual, regular or special meeting of Members may be taken without a meeting if approved by written ballot as provided herein. The Foundation shall deliver a written ballot to each Member entitled to vote on the matter. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot of any action shall be valid when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting held to authorize such action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirements, state the percentage of approvals necessary to approve each matter other than the election of directors and specify the time by which a ballot must be received by the Foundation in order to be counted. A timely written ballot received by the Foundation may not be revoked without the consent of the Board of Directors. The results of each action by written ballot shall be certified by the Secretary and shall be included in the minutes of meetings of Members filed in the permanent records of the Foundation.

Section 11. Conduct of Business. The President shall preside over all meetings of the Members and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions duly adopted as well as all other transactions occurring at such meetings.

## ARTICLE IV

### Board of Directors

A. Composition and Eligibility.

Section 1. Composition. The affairs of the Foundation shall be governed by a Board of Directors. Each Neighborhood shall be entitled to appoint a minimum of one (1) and a maximum of two (2) directors. The directors shall be Owners of Lots or the spouse or domestic partner of such Owners; provided, however, that no Owner and his or her spouse or domestic partner may serve on the Board at the same time. Any director who ceases to be an Owner or a spouse or domestic partner of an Owner shall not be eligible to serve as a director. No Owner who is more than thirty (30) days delinquent in the payment of any assessment or other amount owed to the Foundation shall be eligible to serve as a director. Notwithstanding the above, the term "Owner" shall be deemed to include, without limitation, any shareholder, director, officer, member, manager, partner in, or trustee or beneficiary of any Person which is, either alone or in conjunction with any other Person or Persons, an Owner. However, any individual who would not be eligible to serve as a member of the Board of Directors

were he not a shareholder, director, officer, member, manager, partner in, or trustee or beneficiary of such Person, shall be deemed to have disqualified himself or herself from continuing in office if he or she ceases to have any such affiliation with that Person. No decrease in the authorized number of directors shall shorten the term of any incumbent director. Additionally, as a condition of eligibility to be elected to or serve on the Board of Directors, the Board may require any Person to sign a "Code of Ethics," as adopted and as may be amended by the Board from time to time, and failure to sign same shall preclude any Person from serving on the Board.

Section 2. Term of Office. Directors shall hold office until such time that his or her Neighborhood no longer appoints him or her to the Board or until his or her successors are elected and qualified, or until his or her earlier resignation, death or removal.

Section 3. Removal of Members of the Board of Directors. Any director may be removed, with or without cause, by a majority vote of those Owners of the Foundation who, at such time, would be entitled to vote for the election of such director. Any member of the Board of Directors who has not attended three (3) consecutive Board meetings, at least two of which shall be regular meetings of the Board of Directors, may be removed from the Board by a majority vote of the Board members present at such third consecutive Board meeting, a quorum being had.

Section 4. Vacancies. Vacancies in the Board of Directors shall be filled by the Neighborhood whose director seat is vacant, up to the maximum of two (2) directors per Neighborhood.

Section 5. Compensation. Directors shall not be compensated for their services as director; however, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. Appointment of Directors from Neighborhood where no Incorporated Entity Exists. In the event that there is a Neighborhood within the Foundation with no incorporated association, the appointed directors shall be elected in a vote where at least ten percent (10%) of the Owners of that Neighborhood cast a ballot. The directors representing the apartment community within the Foundation may be selected by the Owner of such community and need not be residents or Owners.

B. Meetings.

Section 7. Organizational Meetings. The first meeting of a newly seated Board of Directors shall be held within thirty (30) days of the first of January each year at such time and place as may be determined by the directors.

Section 8. Regular Meetings. Meetings of the Board of Directors shall be held at least quarterly, without notice, at such time and place as shall be determined from time to time by the Board. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on two (2) days' notice to each director given in accordance with Article VI, Section 1 of these Bylaws, which notice shall state the time, date, place, and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President, Secretary, or Treasurer in like manner and on like notice on the written request of at least two (2) directors.

Section 10. Waiver of Notice. Any director may, at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance at or participation by a director at any meeting of the Board of Directors shall constitute a waiver by him of any required notice to him of the meeting unless the director at the beginning of the meeting (or promptly upon his or her arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or consent to any action taken at the meeting. Whenever any director has been absent from any special meeting of the Board of Directors, an entry in the minutes to the effect that notice has been duly given shall be prima facie evidence that due notice of such special meeting was given such director as required hereunder and by Georgia law. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be specified in any written waiver of notice. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 11. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

Section 12. Quorum. A quorum shall be deemed present throughout any meeting of the Board of Directors if a majority of directors are present at the beginning of such meeting. A decision of the Board of Directors shall be made by a majority of those directors present at a duly called meeting and 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. The President may vote. If any Board of Directors meeting cannot be held because of the absence of a quorum, a majority of the votes present and voting may adjourn the meeting to a later time. The necessary quorum shall be required at the adjourned session. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Action Without A Meeting. Any action by the Board of Directors or by any committee appointed by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if, prior to such action, one or more written consents describing the action taken are signed by two-thirds (2/3) of all of the members of the Board of Directors or two-thirds (2/3) of all members of such committee, as the case may be. Notwithstanding the foregoing, any action required or permitted to be taken at any meeting of the ARC may be taken without a meeting if, prior to such action, one or more written consents describing the action taken are signed by a majority of all of the members of the ARC. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors or of the appropriate committee and such consent or consents shall be treated for all purposes as a vote at a meeting. Action taken under this provision is effective when the last director or committee member signs the consent, unless the consent specifies

a different effective date.

Section 14. Voting, Tie Votes. At all meetings of the Board of Directors, each director, including the President, shall be entitled to cast one (1) vote. In the event of a tie vote by the Board of Directors, the President may, in addition to his or her vote as a Board Member, exercise a supplemental vote to break the tie vote.

Section 15. Open Meetings. All meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board. Notwithstanding the above, the Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Foundation is or may become involved, and orders of business of a similar nature. The Board may order the removal of any meeting guest who, in the Board's sole opinion, either disrupts the conduct of business at the meeting or fails to leave the meeting upon request after an announcement of reconvening in executive session.

Section 16. Reserve Study. The Foundation shall conduct a reserve study at least once during each successive three-year period, the first such period commencing as of the recording of this Declaration.

C. Powers and Duties.

Section 17. Powers and Duties. The Board of Directors shall manage the affairs of the Foundation and shall have all the powers and duties necessary for the administration of the Community and may do all such acts and things as are not by the Declaration, Articles of Incorporation, or these Bylaws directed to be done and exercised exclusively by the Members. In exercising its powers and duties, the Board of Directors shall take as its standard the maintenance of the general character of the Community as a first-class residential Community in the quality of its maintenance, use, and occupancy. Such powers and duties of the Board of Directors shall be exercised in accordance with and subject to all provisions of the Declaration, the Georgia Nonprofit Corporation Code and these Bylaws, and shall include, by way of example and not limitation, the powers and duties to:

(a) Operate, care for, maintain, repair, and replace the Foundation Properties and employ personnel necessary or desirable therefor; however, while the Board may change the use of an amenity, it may not close an amenity without approval from a majority of a Total Foundation Vote.

(b) Determine expenses of the Foundation.

(c) Levy and collect assessments from Members.

(d) Adopt, modify, and repeal such reasonable Rules and Regulations as it deems necessary and appropriate for the governance of the Community including, but not limited to, the use of the Foundation Properties and the personal conduct of the Members and their guests thereon, or the administration of the affairs of the Foundation and to impose sanctions for violations thereof, as provided in the Declaration and these Bylaws; provided, however, the Membership may repeal and rescind any rule or regulation adopted by the Board upon call of a meeting and consent of a majority

of the total number of Eligible Votes in the Foundation.

(e) Open bank accounts on behalf of the Foundation and designate the signatories required therefor.

(f) Manage, control, lease as lessor, and otherwise deal with the Foundation Properties, including the right to grant permits, licenses and easements over, under and across the Foundation Properties for utilities, roads and other purposes reasonably necessary or useful for the proper operation or maintenance of the Community, as well as the power to make shut-offs of common services and other interruptions of the normal functioning of the buildings to facilitate performance of any maintenance or repair work or the making of additions, alterations, or improvements by the Foundation or the Members pursuant to provisions of the Declaration. The Board of Directors shall use reasonable efforts to disrupt the Members and occupants as little as possible in exercising such power to make shut-offs and other interruptions.

(g) Upon approval from a majority of members, purchase, lease or otherwise acquire Lots offered for sale or lease or surrendered by Members to the Foundation.

(h) Upon approval from a majority of members, own, sell, lease, encumber, and otherwise deal in, but not vote with respect to, Lots owned by the Foundation.

(i) Obtain and maintain insurance for the Community pursuant to the provisions of these Bylaws and the Declaration.

(j) Make additions, improvements, and alterations to the Foundation Properties, and make repairs to and restoration of the Property after damage or destruction by fire or other casualty, or as a result of condemnation.

(k) Enforce by any legal or equitable remedies available all obligations of the Members or any of them to the Foundation.

(l) Appoint auditors and accountants for the Foundation and make and file tax returns for and on behalf of the Foundation.

(m) To enter into management agreements with third parties in order to facilitate efficient operation of the Community. It shall be the primary purpose of such management agreement or agreements to provide for the administration of the Community, the maintenance, repair, replacement and operation of the Foundation Properties, and the receipt and disbursement of funds as may be authorized by the Board of Directors. The terms, including compensation and duties and services to be performed, of said management agreement, shall be as determined by the Board of Directors to be in the best interest of the Foundation and shall be subject in all respects to the Bylaws and the Declaration.

(n) Conduct litigation as to any cause of action involving the Foundation Properties or arising out of the enforcement of the provisions of the Declaration or these Bylaws.

(o) Make contracts in connection with the exercise of any of the powers and duties of the Board of Directors. The Board of Directors may authorize any officer or officers, agent or agents, of the Foundation, in addition to the officers or agents so authorized by the Declaration and these Bylaws, to enter into any contract or execute and deliver any instrument in the name, or on behalf of, the Foundation, and such authority may be general or confined to specific instances.

(p) To borrow money for the purpose of repair or restoration of Foundation Properties and facilities without the approval of the Members of the Foundation, except as otherwise provided in the Declaration.

(q) Take all other actions the Board of Directors deems necessary or proper for the sound management of the Community and fulfillment of the terms and provisions of the Declaration and these Bylaws; however, in no event shall the Board of Directors take an action that is specifically and solely granted to the members by the Foundation's Declaration, Bylaws, Articles of Incorporation or Georgia law.

In the case of those powers and duties specified in the foregoing clauses (g), (h), (j), and (m), the Board of Directors need exercise the same only to the extent, if any, it deems necessary or desirable or is required to do so by the vote of the Members. The Board of Directors shall not be obligated to take any action or perform any duty imposed upon it requiring an expenditure of funds unless in its opinion it shall have funds of the Foundation sufficient therefor.

In addition to the duties imposed by these Bylaws or by any resolution of the Foundation that may hereafter be adopted, the Board of Directors shall have the power to perform and be responsible for any and all functions necessary or proper for the administration and operation of the Community, unless otherwise particularly and specifically given to the Membership.

D. Committees.

Section 18. Architectural Review Committee. The Board may establish an Architectural Review Committee for the purpose of establishing and maintaining architectural standards on the Property.

Section 19. Additional Committees. The Board of Directors shall have the power and authority to create and establish other committees as it deems desirable. Any such committee shall advise the Board of Directors of matters pertaining to the purpose for which any such committee shall have been created and shall have and exercise such powers as may be provided by resolution of the Board of Directors. Each such committee shall be comprised of three (3) or more Members and must include one or more members of the Board of Directors. The members, including the chairman, of any such committee, shall be appointed by and shall serve at the pleasure of the Board of Directors. A majority of the members of any such committee shall constitute a quorum. A majority of a quorum, present in person or by proxy, shall be required to approve any committee action.

## ARTICLE V

Officers

Section 1. Designation. The principal officers of the Foundation shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom, except for the role as Treasurer, shall be elected by and from the Board of Directors at the Organizational Meeting. The Board of Directors may appoint an Assistant Treasurer, an Assistant Secretary, and such other subordinate officers as in its judgment may be necessary and such officers shall hold their offices for such terms and shall exercise such powers and perform such duties as directed from time to time by the Board of Directors. Such subordinate officers shall not be required to be members of the Board of Directors, but shall be Owners of Lots or the spouse or domestic partner of such Owners. Except for the offices of Secretary and Treasurer, which may be held by the same person, no person may hold more than one (1) office.

Section 2. Election of Officers. The officers of the Foundation shall be elected annually by the Board of Directors at the organizational meeting of the Board and shall hold office for one (1) year unless he or she shall sooner resign or be removed, or is otherwise disqualified to serve.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and a successor may be elected. 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 at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the office he replaces.

Section 5. President. The President shall be the chief executive officer of the Foundation and shall preside at all meetings of the Foundation and of the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code, and shall in general, manage, supervise, and control all of the business and affairs of the Foundation. Without limiting the foregoing, the President shall have the authority to sign any contracts, deeds, notes, mortgages, bonds, policies of insurance, checks or other instruments which the Board of Directors has authorized to be executed, except in cases where signing or execution thereof shall be expressly delegated by the Declaration or these Bylaws or the Board of Directors to some other officer or agent of the Foundation, or shall be required by law to be otherwise signed or executed.

Section 6. Vice President. The Vice President shall act in the President's absence, or in the event of his or her death or inability or refusal to act and shall have all powers, duties, and responsibilities provided for the President when so acting. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other Member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall, from time to time, be imposed upon him by the Board of Directors or by the President. The Vice President shall serve as the parliamentarian at all meetings of the Foundation.

Section 7. Secretary. The Secretary shall attend, record the votes and keep the minutes of all meetings of the Foundation and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with Georgia law. Without limiting the foregoing, the Secretary shall keep the Foundation's seal, if any, and affix it on such papers and documents requiring it; shall keep appropriate current records showing the Members of the Foundation and their addresses which shall be furnished to the Secretary by such Member; shall see that all notices are duly given in accordance with the Declaration, these Bylaws, or if required by law; and shall, in general, perform all other duties incident to the office of the Secretary as from time to time may be imposed by the Board of Directors or by the President.

Section 8. Treasurer. The Treasurer shall have the responsibility, together with any agent retained by the Foundation, for the Foundation's funds and securities and shall be responsible, together with such agent, for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements, for preparing and executing all checks payable by the Foundation and for the deposit of all monies and other valuable effects in the name of the Foundation in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall, in general, perform all duties incident to the office of the treasurer of a corporation organized in accordance with Georgia law and such other duties, as from time to time, may be imposed upon him by the Board of Directors or by the President.

Section 9. Compensation. Unless otherwise expressly provided by the majority of the Total Foundation Vote, no officer shall receive compensation from the Foundation for acting as such, but shall be entitled to reimbursement from the Foundation as an expense for reasonable out-of-pocket disbursements made by him in the performance of his duties. No officer shall be obligated to make any such disbursements.

Section 10. Contracts with Interested Parties. No contract or transaction between the Foundation and one or more of its officers or directors, or between the Foundation and any other entity in which one or more of the Foundation's officers or directors are officers, directors, partners, or trustees, or have a financial interest, shall be void or voidable solely for this reason, or solely because the Foundation's officer or director is present at or participates in the meeting of the Board of Directors which authorizes the contract or transaction, or solely because his or their votes are counted for such purposes, if (a) the material facts as to his interest and as to the contract or transaction are disclosed or are known to the Board of Directors and the Board of Directors in good faith authorizes the contract or transaction by a vote sufficient for such purpose without counting the vote or votes of the interested director or directors; or (b) the material facts as to his interest and as to the contract or transaction are disclosed or are known to Members entitled to vote thereon, and the contract or transaction is specifically approved or ratified in good faith by vote of such Members; or (c) the contract or transaction is fair as to the Foundation as of the time it is authorized, approved or ratified by the Board of Directors or the Members. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors which authorizes the contract or transaction.

## ARTICLE VI

Miscellaneous

Section 1. Notices. Except as otherwise set forth herein, all notices to an Owner under these Bylaws or the Declaration shall be in writing and shall be deemed effective:

(a) Upon personal delivery to the Owner; or

(b) Upon deposit in the U.S. mail, postage prepaid, addressed to the address which the Owner has designated in writing or if no such address has been designated, to the address of the Lot of such Owner; or

(c) Upon transmission via facsimile to a number at which the Owner has consented to receive notice; or

(d) Upon transmission via email to an email address at which the Owner has consented to receive notices.

A notice transmitted via facsimile or email shall be deemed a written notice for all purposes. Any consent given by an Owner to receive notices by facsimile or email shall be revocable by the Owner by written notice to the Foundation. Any such consent shall be deemed revoked if (i) the Foundation is unable to deliver two (2) consecutive notices given by the Foundation in accordance with such consent; and (ii) such inability becomes known to the Secretary or other person responsible for the giving of notices; provided, however that the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

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

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

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

Section 5. Fiscal Year. The fiscal year shall be set by resolution of the Board of Directors. In the absence of a resolution by the Board, the fiscal year shall run from January 1 of each year until December 31 of that year.

Section 6. Conflicts. In the event of conflicts between the Declaration and these Bylaws, the Declaration shall control.

Section 7. Amendment.

(a) By the Owners. Subject to the provisions of Subsection (b) below, all amendments to these Bylaws shall require the approval of members of the Foundation holding two-thirds (2/3) of the Total Foundation Vote. Approval of the Lot Owners to any amendment shall be evidenced by their execution of the amendment or, in the alternative, by the sworn statement of the President, any Vice-President or Secretary of the Foundation attached to or incorporated in an amendment executed by the Foundation, stating unequivocally that approval of Lot Owners was lawfully obtained and that all notices required by the Bylaws were properly given. Any amendment to these Bylaws shall become effective only when recorded in the Fulton County, Georgia Records or at such later date as may be specified in the amendment.

(b) By the Board. Notwithstanding the foregoing, these Bylaws may be amended unilaterally at any time and from time to time by the Board if (i) such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (ii) if such amendment is necessary to enable any reputable title insurance company to issue a title insurance policy with respect to the Lots subject to these Bylaws; (iii) if such amendment is required by an institutional or governmental lender or purchaser of Mortgage loans, including, without limitation, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to the Declaration or these Bylaws; or (iv) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgage loans on the Lots subject to the Declaration or these Bylaws.

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

Section 8. Books and Records. All Members of the Foundation and all holders, insurers or guarantors of First Mortgages shall, upon written request, be entitled to inspect current copies of the Declaration, these Bylaws and the Rules and Regulations of the Foundation during normal business hours at the office of the Foundation or other place designated reasonably by the Board of Directors as the depository of such items. Other books and records of the Foundation shall be subject to inspection by the Members to the extent provided for and in accordance with the provisions of the Georgia Nonprofit Corporation Code. Notwithstanding the foregoing, the Foundation may prevent the inspection of records which the Board determines, in its sole discretion, are confidential in nature or legally privileged.

Section 9. Deposits. All funds of the Foundation shall be deposited from time to time to the credit of the Foundation in such banks, trust companies or other depositories as the Board of Directors may determine.

Section 10. Gifts. The Board of Directors may accept, on behalf of the Foundation, any contribution, gift, bequest or devise for the general purposes or any special purpose of the Foundation.

Section 11. Agreements. Subject to the provisions of the Declaration or these Bylaws, all

agreements and determinations lawfully authorized by the Board of Directors of the Foundation shall be binding upon all Members, their heirs, legal representatives, successors, assigns or others having an interest in the Property, and in performing its responsibilities hereunder, the Foundation, through the Board of Directors, shall have the authority to delegate to such Persons of its choice such duties of the Foundation as may be determined by the Board of Directors.

Section 12. Rights of Action. The Foundation and any aggrieved Member shall be granted a right of action against Members for failure to comply with the provisions of the Declaration, these Bylaws, the Rules and Regulations of the Foundation or equivalent documents, or with decisions of the Foundation which are made pursuant to authority granted the Foundation in such documents.

Section 13. Electronic Records, Signatures and Documents.

To the extent permitted by Georgia law, the Declaration and these Bylaws, the Foundation and its officers, directors and members may perform any obligation or exercise any right by use of technological means providing sufficient security, reliability, identification and verifiability, which technological means have been approved by the Board in its sole discretion. Acceptable technological means of creating an electronic transmission may include, without limitation, electronic communication over the internet, telecopier or email. An electronic transmission which is transmitted by a member that evidences a member's consent or approval on a ballot, requests or demands an action to be taken by the Foundation, or provides notice to the Foundation under these Bylaws or the Declaration shall be deemed to be written, signed, and dated for the purpose of these Bylaws and the Declaration, provided that any such electronic transmission sets forth or is delivered with information from which the Foundation can determine: (1) that the electronic transmission was transmitted by the Member and (2) the date on which such Member transmitted such electronic transmission. The date on which such electronic transmission shall be deemed to be received is the date on which such consent, request, demand, or notice was transmitted. Except as may be otherwise provided in the Declaration or these Bylaws, records, signatures and notices which are accepted, created or given by the Board or a Member shall not be denied validity or effectiveness hereunder solely on the grounds that they are transmitted, stored, made or presented electronically, provided that they may be directly reproduced in paper form through an automated process.

(a) Use of Electronic Signatures. Wherever the Declaration or these Bylaws permit an action to be taken by an Electronic Document, the Board may accept an electronic signature on an Electronic Document as valid if:

(1) the signature is easily capable of verification, the signature is under the sole control of the signatory, and the signature is attached to the Electronic Document in such a way that the Electronic Document cannot be modified without invalidating the signature; or

(2) the Board reasonably believes that the signatory affixed the signature with the intent to sign the Electronic Document, and that the Electronic Document has not been modified since the signature was affixed.

(b) Verification and Liability for Falsification. The Board may require reasonable

verification of any electronic signature, document, record or instrument. Pending verification, the Board may refuse to accept any electronic signature, document, record or instrument which, in the sole discretion of the Board, is not clearly authentic. Any member or Person who negligently, recklessly or intentionally submits any falsified Electronic Document or unauthorized Electronic Signature shall fully indemnify the Foundation for actual damages and reasonable attorney's fees and other expenses incurred as a result of such act(s).

(c) Non-Technology Alternatives. If any member or third party does not have the capability or desire to conduct business using electronic or other technological means, the Foundation shall make reasonable accommodation, at its expense, for such person to conduct business with the Foundation without use of such electronic or other means until such means has become generally (if not universally) accepted in similar projects in the area.

**EXHIBIT "C"**

**Certification of Approval**

The undersigned, being the President and Secretary of Martin's Landing Foundation, Inc., a Georgia non-profit corporation (the "Foundation"), hereby certify under oath that the foregoing Amendment to Declaration of Covenants and Restrictions for Martin's Landing and to the Bylaws of Martin's Landing Foundation was approved by at least sixty-six and two-thirds (66 2/3) percent of the Members of the Foundation, that such approval was lawfully obtained, and that all notices required under the Declaration and the Georgia Property Owners' Association Act were properly given.

Dated this ____ day of _____, 20__.

Sworn to and subscribed before me
this ___ day of _____, 20__.

By:_____
Print Name:_____
Print Title: President

_____
Notary Public

Attest:_____
Print Name:_____
Print Title: Secretary

My Commission Expires:_____

[Notary Seal]