

FIRST SUPPLEMENTARY DECLARATION OF COVENANTS AND
RESTRICTIONS FOR THE COMMUNITIES OF WELLINGTON

THIS DECLARATION, made this 15th day of April, 1997, by PULTE HOME CORPORATION, a Michigan Corporation, hereinafter called the "Declarant".

WHEREAS, the Declarant has executed and recorded a Declaration of Covenants and Restrictions for THE COMMUNITIES OF WELLINGTON SUBDIVISION (the "Declarant"), establishing such covenants and restrictions for a residential community being developed by Declarant in Fulton County, Georgia, known as The Park at Wellington Subdivision, which Declaration was recorded on April 15, 1996, at Deed Book 20834, Pages 110 through 161, Fulton County Records; and

WHEREAS, Article II, Section 2 of the Declaration permits the Declarant to annex all or any part of the "Additional Wellington Property" until the seventh anniversary of the date of the Declaration; and

WHEREAS, the Declarant is the owner of certain real property described as The Park at Wellington Unit I, Phase IV on a Plat recorded at Plat Book 193, pages 74, 75, and 76, Fulton County, Georgia records, which plat is incorporated herein by this reference ("Additional Wellington Property"); and

NOW THEREFORE, pursuant to and in compliance with Article II of the Declaration, the Declarant hereby amends the Declaration as follows:

1. The Additional Wellington Property (defined above) is hereby submitted and designated as additional Property to be annexed to and to be subject to the Declaration, together with all improvements thereto and all easements, rights and appurtenances thereunto belonging.
2. Except as modified by this First Supplementary Declaration, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this First Supplemental Declaration to be executed as of the date first written above.

Signed, sealed and delivered
in the presence of:

Timothy L. Hall
WITNESS

John Smith
NOTARY PUBLIC

Notary Public, Fulton County, Georgia
My Commission Expires Nov. 1, 1993

PULTE HOME CORPORATION

By: Douglas W. Puvogel
DOUGLAS W. PUVOGEL
(Pursuant to Power of Attorney
and Grant of Agency executed by
Robert K. Burgess, President of
Pulte Home Corporation, which
Power of Attorney and Grant of
Agency is recorded in the real
property records of Fulton
County, Georgia at Deed Book
15279 pages 048 thru 053.

(CORPORATE SEAL)

SECOND SUPPLEMENTARY DECLARATION OF COVENANTS AND
RESTRICTIONS FOR THE COMMUNITIES OF WELLINGTON

THIS DECLARATION, made this 15th day of April, 1997, by PULTE HOME CORPORATION, a Michigan Corporation, hereinafter called the "Declarant".

WHEREAS, the Declarant has executed and recorded a Declaration of Covenants and Restrictions for THE COMMUNITIES OF WELLINGTON SUBDIVISION (the "Declarant"), establishing such covenants and restrictions for a residential community being developed by Declarant in Fulton County, Georgia, known as The Regency at Wellington Subdivision, which Declaration was recorded on April 15, 1996, at Deed Book 20834, Pages 110 through 161, Fulton County Records; and

WHEREAS, Article II, Section 2 of the Declaration permits the Declarant to annex all or any part of the "Additional Wellington Property" until the seventh anniversary of the date of the Declaration; and

WHEREAS, the Declarant is the owner of certain real property described as The Regency at Wellington Unit II on a Plat recorded at Plat Book 194, pages 25 and 26, Fulton County, Georgia records, which plat is incorporated herein by this reference ("Additional Wellington Property"); and

NOW THEREFORE, pursuant to and in compliance with Article II of the Declaration, the Declarant hereby amends the Declaration as follows:

1. The Additional Wellington Property (defined above) is hereby submitted and designated as additional Property to be annexed to and to be subject to the Declaration, together with all improvements thereto and all easements, rights and appurtenances thereunto belonging.
2. Except as modified by this Second Supplementary Declaration, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Second Supplemental Declaration to be executed as of the date first written above.

Signed, sealed and delivered
in the presence of:

WITNESS

NOTARY PUBLIC

Notary Public, Fulton County, Georgia
My Commission Expires Nov. 1, 1998

PULTE HOME CORPORATION

By:

DOUGLAS W. PUVGEL

(Pursuant to Power of Attorney and Grant of Agency executed by Robert K. Burgess, President of Pulte Home Corporation, which Power of Attorney and Grant of Agency is recorded in the real property records of Fulton County, Georgia at Deed Book 15279 pages 048 thru 053.

(CORPORATE SEAL)

Blackburn, Walther & Sloan
Attn: Robin Shaw-Ledbetter
3625 Savannah Place Drive
Suite 102
Duluth, GA 30136

CROSS REFERENCE

THIRD SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE COMMUNITIES OF WELLINGTON

THIS DECLARATION, made this 21st day of April, 1997, by PULTE HOME CORPORATION, a Michigan Corporation, hereinafter called the "Declarant".

WHEREAS, the Declarant has executed and recorded a Declaration of Covenants and Restrictions for THE COMMUNITIES OF WELLINGTON SUBDIVISION (the "Declarant"), establishing such covenants and restrictions for a residential community being developed by Declarant in Fulton County, Georgia, known as The Park at Wellington, which Declaration was recorded on April 15, 1996, at Deed Book 20834, Pages 110 through 161, Fulton County Records; and

WHEREAS, Article II, Section 2 of the Declaration permits the Declarant to annex all or any part of the "Additional Wellington Property" until the seventh anniversary of the date of the Declaration; and

WHEREAS, the Declarant is the owner of certain real property described as "Additional Wellington Property, D1-3", which description is incorporated herein by this reference ("Additional Wellington Property, D1-3") and attached hereto as Exhibit A; and

NOW THEREFORE, pursuant to and in compliance with Article II of the Declaration, the Declarant hereby amends the Declaration as follows:

1. The Additional Wellington Property (defined above) is hereby submitted and designated as additional Property to be annexed to and to be subject to the Declaration, together with all improvements thereto and all easements, rights and appurtenances thereunto belonging.
2. Except as modified by this Third Supplementary Declaration, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Third Supplemental Declaration to be executed as of the date first written above.

Signed, sealed and delivered
in the presence of:

Jay G. Mobley
WITNESS

Lora Smith
NOTARY PUBLIC

My Comm. Expires Nov. 1, 1998



PULTE HOME CORPORATION

By: [Signature]
DOUGLAS W. PUVOGEL



(CORPORATE SEAL)

Doc#00217147 Rec#00104783
GEORGIA, FULTON COUNTY
Filed and Recorded
05/07/1997 08:30A
JUANITA HICKS
Clerk, Superior Ct

EXHIBIT "A"

Additional Wellington Property, D1-3

96240

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in land lots 3 12, and 317 of the 1st District, 1st Section, Fulton County, Georgia and being more particularly described as follows:

Beginning at a point on the westerly right-of-way line of Finley Road (40' right-of-way) said point being 1,571.59 feet southerly from the intersection of the westerly right-of-way line of Finley Road and the southerly right-of-way line of Sargent Road (60' right-of-way) leaving said right-of-way and proceeding thence South 89 degrees 30 minutes 00 seconds West a distance of 487.32 feet to the True Point of Beginning: The True Point of Beginning thus established proceeding thence South 01 degrees 00 minutes 00 seconds East a distance of 126.63 feet to a point; proceeding thence South 14 degrees 44 minutes 30 seconds East a distance of 45.60 feet to a point; proceeding thence South 17 degrees 30 minutes 00 seconds West a distance of 135.00 feet to a point; proceeding thence South 82 degrees 30 minutes 00 seconds West a distance of 55.00 feet to a point; proceeding thence South 69 degrees 30 minutes 00 seconds West a distance of 120.00 feet to a point; proceeding thence North 88 degrees 00 minutes 00 seconds West a distance of 115.00 feet to a point; proceeding thence North 43 degrees 00 minutes 00 seconds West a distance of 185.00 feet; proceeding thence North 24 degrees 43 minutes 10 seconds East a distance of 40.00 feet to a point; proceeding thence North 28 degrees 36 minutes 39 seconds East a distance of 137.00 feet to a point; proceeding thence North 52 degrees 13 minutes 35 seconds East a distance of 82.00 feet to a point: proceeding thence North 89 degrees 30 minutes 00 seconds East a distance of 287.68 feet to the Point of Beginning.

Said parcel contains 2.825 acres.

K:admin/leg97/6240

Blackburn, Walther & Sloan
Attn: Robin Shaw-Ledbetter
3625 Savannah Place Drive
Suite 102
Duluth, GA 30136

**FOURTH SUPPLEMENTARY DECLARATION OF COVENANTS AND
RESTRICTIONS FOR THE COMMUNITIES OF WELLINGTON**

THIS DECLARATION, made this 21st day of April, 1997, by PULTE HOME CORPORATION, a Michigan Corporation, hereinafter called the "Declarant".

WHEREAS, the Declarant has executed and recorded a Declaration of Covenants and Restrictions for THE COMMUNITIES OF WELLINGTON SUBDIVISION (the "Declarant"), establishing such covenants and restrictions for a residential community being developed by Declarant in Fulton County, Georgia, known as The Enclave at Wellington Subdivision, which Declaration was recorded on April 15, 1996, at Deed Book 20834, Pages 110 through 161, Fulton County Records; and

WHEREAS, Article II, Section 2 of the Declaration permits the Declarant to annex all or any part of the "Additional Wellington Property" until the seventh anniversary of the date of the Declaration; and

WHEREAS, the Declarant is the owner of certain real property described as The Enclave at Wellington Unit I on a Plat recorded at Plat Book 195, pages 17 and 18, Fulton County, Georgia records, which plat is incorporated herein by this reference ("Additional Wellington Property"); and

NOW THEREFORE, pursuant to and in compliance with Article II of the Declaration, the Declarant hereby amends the Declaration as follows:

1. The Additional Wellington Property (defined above) is hereby submitted and designated as additional Property to be annexed to and to be subject to the Declaration, together with all improvements thereto and all easements, rights and appurtenances thereunto belonging.
2. Except as modified by this Fourth Supplementary Declaration, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Fourth Supplemental Declaration to be executed as of the date first written above.

Signed, sealed and delivered
in the presence of:

Harry Ledbetter
WITNESS

Shara Smith
NOTARY PUBLIC

Notary Public, Fulton County, Georgia
My Commission Expires Nov. 1, 1998



PULTE HOME CORPORATION

By: [Signature]
DOUGLAS W. PIVOGL



(CORPORATE SEAL)

Doc#00217146 Rec#00104783
GEORGIA, FULTON COUNTY
Filed and Recorded
05/07/1997 08:30A
JUANITA HICKS
Clerk, Superior Ct

CROSS REFERENCE

CROSS REFERENCE

GEORGIA, FULTON COUNTY
FILED AND RECORDED

FIFTH SUPPLEMENTARY DECLARATION OF COVENANTS AND
RESTRICTIONS FOR THE COMMUNITIES OF WELLINGTON OCT 16 PM 3:28

JUANITA RICKS
CLERK, SUPERIOR COURT

THIS DECLARATION, made this 3rd day of October, 1997, by PULTE HOME CORPORATION, a Michigan Corporation, hereinafter called the "Declarant".

WHEREAS, the Declarant has executed and recorded a Declaration of Covenants and Restrictions for THE COMMUNITIES OF WELLINGTON SUBDIVISION (the "Declarant"), establishing such covenants and restrictions for a residential community being developed by Declarant in Fulton County, Georgia, known as The Park at Wellington Subdivision, which Declaration was recorded on April 15, 1996, at Deed Book 20834, Pages 110 through 161, Fulton County Records; and

WHEREAS, Article II, Section 2 of the Declaration permits the Declarant to annex all or any part of the "Additional Wellington Property" until the seventh anniversary of the date of the Declaration; and

WHEREAS, the Declarant is the owner of certain real property described as The Park at Wellington Unit II, Phase I, on a Plat recorded at Plat Book 197, pages 62, 63 and 64, Fulton County, Georgia records, which plat is incorporated herein by this reference ("Additional Wellington Property"); and

NOW THEREFORE, pursuant to and in compliance with Article II of the Declaration, the Declarant hereby amends the Declaration as follows:

1. The Additional Wellington Property (defined above) is hereby submitted and designated as additional Property to be annexed to and to be subject to the Declaration, together with all improvements thereto and all easements, rights and appurtenances thereunto belonging.
2. Except as modified by this Fifth Supplementary Declaration, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Fifth Supplemental Declaration to be executed as of the date first written above.

Signed, sealed and delivered
in the presence of:

Gary B. Mobley
WITNESS

Alexa Smith
NOTARY PUBLIC

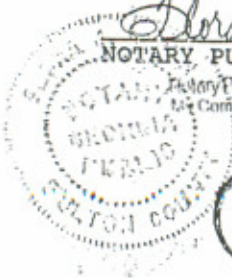
Fulton County, Georgia
My Commission Expires Nov. 1, 1998

PULTE HOME CORPORATION

By: [Signature]
DOUGLAS W. PUVOGEL



(CORPORATE SEAL)



SIXTH SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE COMMUNITIES OF WELLINGTON

1997 OCT 28 PM 1:34
JUANITA HICKS
CLERK SUPERIOR COURT
GEORGIA, FULTON COUNTY
FILED AND RECORDED BY

CROSS REFERENCE

THIS DECLARATION, made this 22nd day of October, 1997, by PULTE HOME CORPORATION, a Michigan Corporation, hereinafter called the "Declarant".

WHEREAS, the Declarant has executed and recorded a Declaration of Covenants and Restrictions for THE COMMUNITIES OF WELLINGTON SUBDIVISION (the "Declarant"), establishing such covenants and restrictions for a residential community being developed by Declarant in Fulton County, Georgia, known as The Regency at Wellington Subdivision, which Declaration was recorded on April 15, 1996, at Deed Book 20834, Pages 110 through 161, Fulton County Records; and

WHEREAS, Article II, Section 2 of the Declaration permits the Declarant to annex all or any part of the "Additional Wellington Property" until the seventh anniversary of the date of the Declaration; and

WHEREAS, the Declarant is the owner of certain real property described as The Regency at Wellington Unit I, Phase II-A, on a Plat recorded at Plat Book 197, pages 119 and 120, Fulton County, Georgia records, which plat is incorporated herein by this reference ("Additional Wellington Property"); and

NOW THEREFORE, pursuant to and in compliance with Article II of the Declaration, the Declarant hereby amends the Declaration as follows:

1. The Additional Wellington Property (defined above) is hereby submitted and designated as additional Property to be annexed to and to be subject to the Declaration, together with all improvements thereto and all easements, rights and appurtenances thereunto belonging.
2. Except as modified by this Sixth Supplementary Declaration, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Sixth Supplemental Declaration to be executed as of the date first written above.

BOOK 23321 PG 041

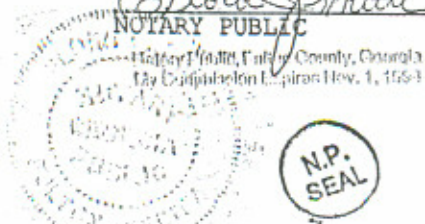
Signed, sealed and delivered in the presence of:

PULTE HOME CORPORATION

Joy M. Mobley
WITNESS

By: [Signature]
DOUGLAS W. PUVOGEL

[Signature]
NOTARY PUBLIC



EIGHTH SUPPLEMENTARY DECLARATION OF COVENANTS AND
RESTRICTIONS FOR THE COMMUNITIES OF WELLINGTON 1998 JAN -8 AM 10: 30

JUANITA HICKS
CLFRK. SUPERIOR COURT

CROSS REFERENCE

THIS DECLARATION, made this 6th day of January, 1998, by PULTE HOME CORPORATION, a Michigan Corporation, hereinafter called the "Declarant".

WHEREAS, the Declarant has executed and recorded a Declaration of Covenants and Restrictions for THE COMMUNITIES OF WELLINGTON SUBDIVISION (the "Declarant"), establishing such covenants and restrictions for a residential community being developed by Declarant in Fulton County, Georgia, known as The Enclave at Wellington Subdivision, which Declaration was recorded on April 15, 1996, at Deed Book 20834, Pages 110 through 161, Fulton County Records; and

WHEREAS, Article II, Section 2 of the Declaration permits the Declarant to annex all or any part of the "Additional Wellington Property" until the seventh anniversary of the date of the Declaration; and

WHEREAS, the Declarant is the owner of certain real property described as The Enclave at Wellington Unit II, on a Plat recorded at Plat Book 198, pages 119 and 121, Fulton County, Georgia records, which plat is incorporated herein by this reference ("Additional Wellington Property"); and

NOW THEREFORE, pursuant to and in compliance with Article II of the Declaration, the Declarant hereby amends the Declaration as follows:

1. The Additional Wellington Property (defined above) is hereby submitted and designated as additional Property to be annexed to and to be subject to the Declaration, together with all improvements thereto and all easements, rights and appurtenances thereunto belonging.

2. Except as modified by this Eighth Supplementary Declaration, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Eighth Supplemental Declaration to be executed as of the date first written above.

Signed, sealed and delivered
in the presence of:

PULTE HOME CORPORATION

W. S. Subless
WITNESS

By: *D. W. Puvogel*
DOUGLAS W. PUVOGEL



Stora Amitt
NOTARY PUBLIC



BOOK 23732PG022

(CORPORATE SEAL)

Notary Public - Fulton County, Georgia
My Commission Expires Nov. 1, 1998

JUANITA HICKS
CLERK, SUPERIOR COURT

CROSS REFERENCE

THIS DECLARATION, made this 26th day of May, 1998, by PULTE HOME CORPORATION, a Michigan Corporation, hereinafter called the "Declarant".

WHEREAS, the Declarant has executed and recorded a Declaration of Covenants and Restrictions for THE COMMUNITIES OF WELLINGTON SUBDIVISION (the "Declarant"), establishing such covenants and restrictions for a residential community being developed by Declarant in Fulton County, Georgia, known as The Reserve at Wellington Subdivision, which Declaration was recorded on April 15, 1996, at Deed Book 20834, Pages 110 through 161, Fulton County Records; and

WHEREAS, Article II, Section 2 of the Declaration permits the Declarant to annex all or any part of the "Additional Wellington Property" until the seventh anniversary of the date of the Declaration; and

WHEREAS, the Declarant is the owner of certain real property described as The Reserve at Wellington Unit II, on a Plat recorded at Plat Book 200, pages 128 and 129, Fulton County, Georgia records, which plat is incorporated herein by this reference ("Additional Wellington Property"); and

NOW THEREFORE, pursuant to and in compliance with Article II of the Declaration, the Declarant hereby amends the Declaration as follows:

1. The Additional Wellington Property (defined above) is hereby submitted and designated as additional Property to be annexed to and to be subject to the Declaration, together with all improvements thereto and all easements, rights and appurtenances thereunto belonging.

2. Except as modified by this Tenth Supplementary Declaration, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Tenth Supplemental Declaration to be executed as of the date first written above.

Signed, sealed and delivered
in the presence of:

PULTE HOME CORPORATION

WITNESS

By: [Signature]
DOUGLAS W. PUVOZEL

[Signature]
NOTARY PUBLIC



Notary Public, Fulton County, Georgia
My Commission Expires Nov. 1, 1999

(CORPORATE SEAL)



98 JUN 15 PM 12:40

ELEVENTH SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE COMMUNITIES OF WELLINGTON JUANITA HICKS CLERK OF SUPERIOR COURT

CROSS REFERENCE

THIS DECLARATION, made this 9th day of June, 1998, by PULTE HOME CORPORATION, a Michigan Corporation, hereinafter called the "Declarant".

WHEREAS, the Declarant has executed and recorded a Declaration of Covenants and Restrictions for THE COMMUNITIES OF WELLINGTON SUBDIVISION (the "Declarant"), establishing such covenants and restrictions for a residential community being developed by Declarant in Fulton County, Georgia, known as Crossington Road at Wellington Subdivision, which Declaration was recorded on April 15, 1996, at Deed Book 20834, Pages 110 through 161, Fulton County Records; and

WHEREAS, Article II, Section 2 of the Declaration permits the Declarant to annex all or any part of the "Additional Wellington Property" until the seventh anniversary of the date of the Declaration; and

WHEREAS, the Declarant is the owner of certain real property described as Crossington Road at Wellington II, on a Plat recorded at Plat Book 201, pages 9 and 10, Fulton County, Georgia records, which plat is incorporated herein by this reference ("Additional Wellington Property"); and

NOW THEREFORE, pursuant to and in compliance with Article II of the Declaration, the Declarant hereby amends the Declaration as follows:

1. The Additional Wellington Property (defined above) is hereby submitted and designated as additional Property to be annexed to and to be subject to the Declaration, together with all improvements thereto and all easements, rights and appurtenances thereunto belonging.
2. Except as modified by this Eleventh Supplementary Declaration, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Eleventh Supplemental Declaration to be executed as of the date first written above.

Signed, sealed and delivered in the presence of:

PULTE HOME CORPORATION

WITNESS *[Signature]* GEORGIA, FULTON COUNTY BY: *[Signature]*
FILED AND RECORDED

DOUGLAS W. PUVOGEL

[Signature] 98 JUN 15 PM 12:40
NOTARY PUBLIC JUANITA HICKS
CLERK OF SUPERIOR COURT



(CORPORATE SEAL)



GEORGIA, FULTON COUNTY
FILED AND RECORDED

98 JUN 15 PM 12:40

JUANITA HICKS
CLERK OF SUPERIOR COURT

TWELFTH SUPPLEMENTARY DECLARATION OF COVENANTS AND
RESTRICTIONS FOR THE COMMUNITIES OF WELLINGTON

CROSS REFERENCE

THIS DECLARATION, made this 9th day of June, 1998, by
PULTE HOME CORPORATION, a Michigan Corporation, hereinafter called
the "Declarant".

WHEREAS, the Declarant has executed and recorded a Declaration
of Covenants and Restrictions for THE COMMUNITIES OF WELLINGTON
SUBDIVISION (the "Declarant"), establishing such covenants and
restrictions for a residential community being developed by
Declarant in Fulton County, Georgia, known as Crossington Road at
Wellington Subdivision, which Declaration was recorded on April 15,
1996, at Deed Book 20834, Pages 110 through 161, Fulton County
Records; and

WHEREAS, Article II, Section 2 of the Declaration permits the
Declarant to annex all or any part of the "Additional Wellington
Property" until the seventh anniversary of the date of the
Declaration; and

WHEREAS, the Declarant is the owner of certain real property
described as Crossington Road at Wellington, on a Plat recorded at
Plat Book 201, pages 11 and 12, Fulton County, Georgia records,
which plat is incorporated herein by this reference ("Additional
Wellington Property"); and

NOW THEREFORE, pursuant to and in compliance with Article II
of the Declaration, the Declarant hereby amends the Declaration as
follows:

1. The Additional Wellington Property (defined above) is
hereby submitted and designated as additional Property to be
annexed to and to be subject to the Declaration, together with all
improvements thereto and all easements, rights and appurtenances
thereunto belonging.

2. Except as modified by this Twelfth Supplementary
Declaration, all of the terms and provisions of the Declaration are
hereby expressly ratified and confirmed, and shall remain in full
force and effect.

IN WITNESS WHEREOF, the Declarant has caused this twelfth
Supplemental Declaration to be executed as of the date first
written above.

Signed, sealed and delivered
in the presence of:

PULTE HOME CORPORATION

By: [Signature]
DOUGLAS W. PUVOGEL

WITNESS

N. P.
SEAL

[Signature]
NOTARY PUBLIC

GEORGIA, FULTON COUNTY
FILED AND RECORDED

98 JUN 15 AM 12:40

(CORPORATE SEAL)

JUANITA HICKS
CLERK OF SUPERIOR COURT

CORP
SEAL

CROSS REFERENCE

GEORGIA, FULTON COUNTY
FILED AND RECORDED
98 JUL 28 PM 1:34

THIRTEENTH SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE COMMUNITIES OF WELLINGTON

JUANITA HICKS
CLERK, SUPERIOR COURT

THIS DECLARATION, made this 27th day of July, 1998, by PULTE HOME CORPORATION, a Michigan Corporation, hereinafter called the "Declarant".

WHEREAS, the Declarant has executed and recorded a Declaration of Covenants and Restrictions for THE COMMUNITIES OF WELLINGTON SUBDIVISION (the "Declarant"), establishing such covenants and restrictions for a residential community being developed by Declarant in Fulton County, Georgia, known as The Estates at Wellington Subdivision, which Declaration was recorded on April 15, 1996, at Deed Book 20834, Pages 110 through 161, Fulton County Records; and

WHEREAS, Article II, Section 2 of the Declaration permits the Declarant to annex all or any part of the "Additional Wellington Property" until the seventh anniversary of the date of the Declaration; and

WHEREAS, the Declarant is the owner of certain real property described as The Estates at Wellington, on a Plat recorded at Plat Book 200, pages 36, 37 and 38, Fulton County, Georgia records, which plat is incorporated herein by this reference ("Additional Wellington Property"); and

NOW THEREFORE, pursuant to and in compliance with Article II of the Declaration, the Declarant hereby amends the Declaration as follows:

1. The Additional Wellington Property (defined above) is hereby submitted and designated as additional Property to be annexed to and to be subject to the Declaration, together with all improvements thereto and all easements, rights and appurtenances thereunto belonging.
2. Except as modified by this Thirteenth Supplementary Declaration, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Thirteenth Supplemental Declaration to be executed as of the date first written above.

Signed, sealed and delivered in the presence of:

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC

Notary Public, Fulton County, Georgia
My Commission Expires Nov. 1, 1998

PULTE HOME CORPORATION

By: [Signature]
DOUGLAS W. FUVOGEL

(CORPORATE SEAL)



GEORGIA, FULTON COUNTY
FILED AND RECORDED

08 AUG 14 AM 10:06

JUANITA HICKS
CLERK OF SUPERIOR COURT

FOURTEENTH SUPPLEMENTARY DECLARATION OF COVENANTS AND
RESTRICTIONS FOR THE COMMUNITIES OF WELLINGTON

THIS DECLARATION, made this 13th day of August, 1998, by
PULTE HOME CORPORATION, a Michigan Corporation, hereinafter called
the "Declarant".

WHEREAS, the Declarant has executed and recorded a Declaration
of Covenants and Restrictions for THE COMMUNITIES OF WELLINGTON
SUBDIVISION (the "Declarant"), establishing such covenants and
restrictions for a residential community being developed by
Declarant in Fulton County, Georgia, known as The Estates at
Wellington Subdivision, which Declaration was recorded on April 15,
1996, at Deed Book 20834, Pages 110 through 161, Fulton County
Records; and

WHEREAS, Article II, Section 2 of the Declaration permits the
Declarant to annex all or any part of the "Additional Wellington
Property" until the seventh anniversary of the date of the
Declaration; and

WHEREAS, the Declarant is the owner of certain real property
described as The Park at Wellington, Unit II, Phase II, on a Plat
recorded at Plat Book 202, pages 30 and 31, Fulton County, Georgia
records, which plat is incorporated herein by this reference
("Additional Wellington Property"); and

NOW THEREFORE, pursuant to and in compliance with Article II
of the Declaration, the Declarant hereby amends the Declaration as
follows:

1. The Additional Wellington Property (defined above) is
hereby submitted and designated as additional Property to be
annexed to and to be subject to the Declaration, together with all
improvements thereto and all easements, rights and appurtenances
thereunto belonging.
2. Except as modified by this Fourteenth Supplementary
Declaration, all of the terms and provisions of the Declaration are
hereby expressly ratified and confirmed, and shall remain in full
force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Fourteenth
Supplemental Declaration to be executed as of the date first
written above.

Signed, sealed and delivered
in the presence of:

[Signature]

WITNESS

[Signature]
NOTARY PUBLIC

PULTE HOME CORPORATION

By:

[Signature]
DOUGLAS W. PUFOGEL



(CORPORATE SEAL)

Notary Public, Fulton County, Georgia
My Commission Expires 08/14/00

CROSS REFERENCE



FIFTEENTH SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE COMMUNITIES OF WELLINGTON

GEORGIA, FULTON COUNTY
FILED AND RECORDED

98 SEP 17 PM 2:41

JUANITA HICKS
CLERK, SUPERIOR COURT

THIS DECLARATION, made this 26th day of August, 1998, by PULTE HOME CORPORATION, a Michigan Corporation, hereinafter called the "Declarant".

WHEREAS, the Declarant has executed and recorded a Declaration of Covenants and Restrictions for THE COMMUNITIES OF WELLINGTON SUBDIVISION (the "Declaration"), establishing such covenants and restrictions for a residential community being developed by Declarant in Fulton County, Georgia, known as The Enclave at Wellington Subdivision, which Declaration was recorded on April 15, 1996, at Deed Book 20834, Pages 110 through 161, Fulton County Records; and

WHEREAS, Article II, Section 2 of the Declaration permits the Declarant to annex all or any part of the "Additional Wellington Property" until the seventh anniversary of the date of the Declaration; and

WHEREAS, the Declarant is the owner of certain real property described as The Enclave at Wellington, Unit III, on a Plat recorded at Plat Book 202, pages 56 and 57, Fulton County, Georgia records, which plat is incorporated herein by this reference ("Additional Wellington Property"); and

NOW THEREFORE, pursuant to and in compliance with Article II of the Declaration, the Declarant hereby amends the Declaration as follows:

1. The Additional Wellington Property (defined above) is hereby submitted and designated as additional Property to be annexed to and to be subject to the Declaration, together with all improvements thereto and all easements, rights and appurtenances thereunto belonging.

2. Except as modified by this Fifteenth Supplementary Declaration, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Fifteenth Supplemental Declaration to be executed as of the date first written above.

Signed, sealed and delivered in the presence of:

Deborah Y. Chenoweth
WITNESS

[Signature]
NOTARY PUBLIC
Notary Public, Fulton County, Georgia
My Commission Expires Nov. 1, 1999

PULTE HOME CORPORATION

By: [Signature]
DOUGLAS W. PUVOGEL



(CORPORATE SEAL)



GEORGIA, FULTON COUNTY
FILED AND RECORDED

1998 DEC 29 PM 12:27

JUANITA HICKS
NOTARY PUBLIC
FULTON COUNTY SUPERIOR COURT

SIXTEENTH SUPPLEMENTARY DECLARATION OF COVENANTS AND
RESTRICTIONS FOR THE COMMUNITIES OF WELLINGTON

THIS DECLARATION, made this 29th day of December, 1998, by
PULTE HOME CORPORATION, a Michigan Corporation, hereinafter called
the "Declarant".

WHEREAS, the Declarant has executed and recorded a Declaration
of Covenants and Restrictions for THE COMMUNITIES OF WELLINGTON
SUBDIVISION (the "Declaration"), establishing such covenants and
restrictions for a residential community being developed by
Declarant in Fulton County, Georgia, known as The Enclave at
Wellington Subdivision, which Declaration was recorded on April 15,
1996, at Deed Book 20834, Pages 110 through 161, Fulton County
Records; and

WHEREAS, Article II, Section 2 of the Declaration permits the
Declarant to annex all or any part of the "Additional Wellington
Property" until the seventh anniversary of the date of the
Declaration; and

WHEREAS, the Declarant is the owner of certain real property
described as The Enclave at Wellington, Unit III-B, on a Plat
recorded at Plat Book 204, pages 44 and 45, Fulton County, Georgia
records, which plat is incorporated herein by this reference
("Additional Wellington Property"); and

NOW THEREFORE, pursuant to and in compliance with Article II
of the Declaration, the Declarant hereby amends the Declaration as
follows:

1. The Additional Wellington Property (defined above) is hereby submitted and designated as additional Property to be annexed to and to be subject to the Declaration, together with all improvements thereto and all easements, rights and appurtenances thereunto belonging.
2. Except as modified by this Sixteenth Supplementary Declaration, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Sixteenth
Supplemental Declaration to be executed as of the date first
written above.

Signed, sealed and delivered
in the presence of:

PULTE HOME CORPORATION



Michael Chen
WITNESS

By: *[Signature]*
DOUGLAS W. PIVOGL

[Signature]
NOTARY PUBLIC



(CORPORATE SEAL)

CROSS REFERENCE

SEVENTEENTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE COMMUNITIES OF WELLINGTON

This Declaration and Amendment to Declaration of Covenants and Restrictions for The Communities of Wellington, made this 6th day of January 1999, by PULTE HOME CORPORATION, a Michigan Corporation, hereinafter called the "Declarant".

WHEREAS, the Declarant has executed and recorded that certain Declaration of Covenants and Restrictions for THE COMMUNITIES OF WELLINGTON, establishing such covenants and restrictions for a residential community being developed by Declarant in Fulton County, Georgia, known as The Estates at Wellington Subdivision, which Declaration was recorded on April 15, 1996, at Deed Book 20834, Pages 110 through 161, Fulton County Records; and

WHEREAS, Declarant wishes to amend Exhibit C to include a sixth pre-approved fence detail for construction of fences on Units in The Estates at Wellington only.

NOW THEREFORE, for Ten and no/100 (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Declarant hereby amends the Declaration as follows:

1. Exhibit C to include the sixth fence detail, Detail "F", attached.

Except as modified by this Seventeenth Supplementary Declaration, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Seventeenth Supplemental Declaration to be executed as of the date first written above.

Signed, sealed and delivered in the presence of:

Judy L. Lively
WITNESS

Flora J. Smith
Notary Public



PULTE HOME CORPORATION

By: *[Signature]*
CORP SEAL

(CORPORATE SEAL)

1999 JAN -8 PM 3:02

JUANITA HICKS
SUPERIOR COURT

CROSS REFERENCE

634

Deed Book 33007 Pg 694
Filed and Recorded Aug-28-2002 12:45pm
2002-0257119
Real Estate Transfer Tax \$0.00
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

-----[SPACE ABOVE RESERVED FOR RECORDING DATA]-----

Return to: Weissman, Nowack, Curry & Wilco, P.C.
1349 West Peachtree Street, Suite 1500
Atlanta, Georgia 30309
Attn: Jay S. Lazega

STATE OF GEORGIA
COUNTY OF FULTON

Cross Reference: Deed Book 20834
Page 110

**AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE COMMUNITIES OF WELLINGTON**

WHEREAS, Pulte Home Corporation, a Michigan corporation, recorded, a Declaration of Covenants and Restrictions for The Communities of Wellington in Deed Book 20834, Page 110, et seq., Fulton County, Georgia records; ("Declaration"), as amended, and

WHEREAS, Article IX of the Declaration provides for amendment of the Declaration by the approval of members of The Communities of Wellington Homeowners Association, Inc. ("Association"), who own at least sixty-seven (67%) percent of the lots at The Communities of Wellington; and

WHEREAS, members of the Association who own at least sixty-seven (67%) percent of the Lots at The Communities of Wellington desire to amend the Declaration and have approved this Amendment;

NOW, THEREFORE, the Declaration is amended as follows:

1.

Article IV, Section 3 is hereby amended by deleting that Section in its entirety and substituting the following therefor:

Section 3. Voting Rights. Each Lot shall be entitled to one equally weighted vote, which vote may be cast by the owner, the owner's spouse, or by a lawful proxy as provided in the Association's By-Laws. No owner shall be eligible to vote, either in person or by proxy, or to be elected to the Board, if that owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association or if the owner has had its voting rights suspended for the infraction of any provision of the Declaration, the By-Laws, or any rule of the Association. If the voting rights of an owner have been suspended, that owner

shall not be counted as an eligible vote for purposes of establishing a majority or a quorum or for purposes of amending the By-Laws or the Declaration.

5

2.

Article V, Sections 1, 2, ~~3~~ and 7 are hereby amended by deleting those Sections in their entirety and substituting the following therefor:

Section 1. Purpose of Assessment: Creation of the Lien and Personal Obligation For Assessments; Transfer Assessments. The Association shall have the power to levy assessments as provided herein and in the Act. The assessments for Association common expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the owners and occupants of Lots, as well as contributions to reserve accounts, as may be authorized by the Board.

Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments, to be established and collected as hereinafter provided; and (iii) specific special assessments levied by the Board hereunder against any particular Lot, including, but not limited to, reasonable fines or other charges against an individual owner authorized hereunder.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred, and if the Board so elects, rents, in the maximum amount permitted under the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (the "Act"), shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the owner of such Lot at the time when the assessment fell due. Each owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. The Association, in the Board's discretion, may, but shall not be obligated to, record a notice of such lien in the Fulton County, Georgia records evidencing the lien created under the Act and this Declaration.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board. No owner may exempt himself or herself from liability, or otherwise withhold payment of assessments, for any reason whatsoever, including, but not limited to, nonuse of the Association Property, the Association's failure to provide services or perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties.

The lien provided for herein shall have priority as provided in the Act.

In addition to the annual and special assessments provided for herein, all Lots shall be assessed and be subject to a non-refundable capital contribution in the amount of one-half (1/2) of the then current annual assessment ("Capital Contribution Assessment") upon any and each conveyance or transfer of the Lot to any person other than the spouse of the owner. The Capital Contribution Assessment shall be due and payable at the time of each such conveyance or transfer. The Capital Contribution Assessment shall constitute a specific assessment and continuing lien against such Lot, and a personal obligation of the owner of such Lot, from the time it is due until it is paid in full. Capital Contribution Assessments may be collected by the Association in the same manner as any other unpaid assessment.

Section 2. Statement of Account. Any owner, Mortgagee, or a Person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against such Lot. The Association shall respond in writing within five (5) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding

ten (\$10.00) dollars or such higher amount as may be authorized under the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein. The Association may require an additional fee not to exceed twenty five (\$25.00) dollars if the Association provides a copy of the Declaration and By-Laws to any such Person in connection with a closing or otherwise upon request.

Section 5. Specific Assessments Against Individual Lots. In addition to the above, the Board of Directors shall have the power to levy specific special assessments pursuant to Section 44-3-225(a) of the Act as, in its discretion, it shall deem appropriate. Failure of the Board to do so shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to do so in the future. Pursuant to this Section, any Association common expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the licensees or invitees of any such Lot(s) may be specially assessed against such Lot(s), including attorney's fees incurred by the Association in enforcing the Declaration, By-Laws or Association rules.

Section 7. Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the owner shall be in default.

(a) If the annual assessment or any part thereof is not paid in full within ten (10) days of the due date, or such later date as may be provided by the Board, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent owner, and interest at the rate of ten (10%) percent per annum or such higher rate as permitted by the Act shall accrue from the due date.

(b) If part payment of assessments and related charges is made, the amount received may be applied by the Board, in respective order, to costs and attorney's fees, late charges, interest, delinquent assessments, and current assessments. Late charges may be assessed on delinquencies which are created by the application of current payments to outstanding delinquent assessments or charges.

(c) If the Board permits payment of the annual assessments in installments, and assessments, fines or other charges, or any part thereof, due from an owner remain delinquent and unpaid for more than fifteen (15) days from the date due, then the Board may accelerate and declare immediately due all of that owner's unpaid installments of the annual assessment with ten (10) days written notice.

(d) If assessments, fines or other charges, or any part thereof, remain unpaid more than thirty (30) days after the assessment payments first become delinquent, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the By-Laws, the Act and Georgia law, including reasonable attorney's fees actually incurred, and suspend the owner's and occupant's right to use the Association Property (provided, however, the Board may not deny ingress or egress to or from the Lot).

3.

Article VI, Section 3 is hereby amended by deleting that Section in its entirety and substituting the following therefor:

Section 3. Architectural Standards.

(a) General. Except as otherwise provided herein, no owner, occupant, or any other person may, without first obtaining written approval of the Architectural and Environmental Control Committee ("AECC"),:

- (i) make any encroachment onto the Association Property,
- (ii) construct any dwelling or other improvement on a Lot,
- (iii) make any exterior change, alteration or construction on a Lot (including painting, regrading or significant landscaping modifications), or any alteration of the Lot which affects the exterior appearance of the Lot, or
- (iv) erect, place or post any object, sign, clothesline, playground equipment, light, storm door or window, artificial vegetation, exterior sculpture, fountains, flags or other thing on the exterior of the Lot, on the dwelling on the Lot, in any windows of the dwelling (other than appropriate window treatments), or on any Association Property.

The standard for approval of such improvements shall include, but not be limited to: (1) aesthetic consideration, (2) materials to be used, (3) compliance with the community-wide standard established by the Board and AECC, this Declaration, or the design standards which may be adopted by the Board or AECC, (4) harmony with the external design of the existing buildings, Lots and structures, and the location in relation to surrounding structures and topography, and (5) any other matter deemed to be relevant or appropriate by the Board or AECC.

Applications for approval of any such architectural modification shall be in writing and shall provide such information as the AECC may reasonably require. The AECC or its designated representative shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations, and the Association, acting through the Board, shall be entitled to stop any construction which is not in conformance with approved plans. The Board or the AECC may publish written architectural standards for exterior alterations or additions, and any request in substantial compliance therewith shall be approved.

If the AECC or its designated representative fails to approve or to disapprove such application within forty-five (45) days after the application and such information as the AECC may reasonably require shall have been submitted, its approval will not be required and this Section will be deemed complied with, unless such structure or improvement otherwise is in violation of the Declaration, the By-Laws, the design standards, the Association's rules and regulations, or applicable zoning ordinances.

(b) Architectural and Environmental Control Committee. The Architectural and Environmental Control Committee shall constitute a standing committee of the Association. The AECC shall consist of the Board unless the Board delegates to other Persons the authority to serve on the AECC. At all times, however, the chairperson of the AECC shall be a Board member. The AECC shall have the authority to select and employ professional consultants to assist it in discharging its duties, the cost of such consultants to be paid by the owner of any Lot for which plans and specifications have been submitted for approval. The owner of any such Lot shall be responsible for paying the full costs of each review, whether or not submitted plans and specifications are approved by the AECC, and the AECC may require payment of all such costs prior to approval of plans and specifications. The AECC also may charge reasonable fees to cover the cost of review or inspections performed hereunder, and any such fees shall be published in the design standards.

(c) Limitation of Liability. Review and approval of any application pursuant to this Section may be made on any basis, including solely the basis of aesthetic considerations, and neither the Board nor the AECC shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. Neither the Association, the Board, the AECC, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner, design or quality of approved construction on or modifications to any Lot, nor may any action be brought against the Association, the Board, the AECC, or any member thereof, for any such injury, damage or loss.

(d) No Waiver of Future Approvals. Each Owner acknowledges that the members of the Board and the AECC will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. The approval of either the Board or the AECC of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval of the Board or the AECC, shall not constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

(e) Enforcement. Any construction, alteration or other work done in violation of this Paragraph, the Declaration, the By-Laws, the design standards or any applicable zoning regulations shall be deemed to be nonconforming. Upon written request from the Board, a violating owner shall, at his or her own cost and expense, remove such nonconforming construction, alteration or other work and restore the property to substantially the same condition as existed prior to such construction, alteration or work. Should the owner fail to do so, the Board or its designees shall have the right, in addition to all other available remedies, to enter the property, remove the violation and restore the property, or obtain a court order compelling the violating owner to do so. All costs thereof, including reasonable attorney's fees, may be assessed against such Lot.

In addition to the above, the Board shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Paragraph and its decisions or those of the AECC. All costs of any such action, including reasonable attorney's fees, may be assessed against such Lot.

(f) Commencement and Completion of Construction. All improvements approved by the AECC hereunder must be commenced within one year from the date of approval. If not commenced within such time, then such approval shall be deemed revoked by the AECC, unless the AECC gives a written extension for commencing the work. Additionally, except with written AECC approval otherwise, and except for delays caused by strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the control of the owner, all work approved by the AECC hereunder shall be completed within 90 days of commencement.

(g) Limitation of Liability. Review and approval of any application pursuant to this Section may be made on any basis, including solely the basis of aesthetic considerations, and neither the Board nor the AECC shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. Neither the Association, the Board, the AECC, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner, design or quality of approved construction on or modifications to any Lot, nor may any action be brought against the Association, the Board, the AECC, or any member thereof, for any such injury, damage or loss.

(h) No Waiver of Future Approvals. Each owner of a Lot acknowledges that the members of the Board and the AECC will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. The approval of either the Board or the AECC of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval of the Board or the AECC, shall not constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

4.

Article VII, Section 1 is hereby amended by deleting that Section in its entirety and substituting the following therefor:

Section 1. Use of Lots

(a) Residential Use. Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot or any part of the Wellington Property, including business uses ancillary to a primary residential use, except that the owner or occupant residing in a dwelling on a Lot may conduct such ancillary business activities within that dwelling so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the dwelling; (b) the business activity does not involve visitation of the Lot by employees, clients, customers, suppliers or other business invitees; provided, however, this provision shall not preclude delivery of materials or items by United States Postal delivery or by other customary parcel delivery services (U.P.S., Federal Express, etc.); (c) the business activity conforms to all zoning requirements for the Property; (d) the business activity does not increase traffic in the Property; (e) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; and (f) the business activity is consistent with the residential character of the Wellington Property and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Wellington Property, as may be determined in the Board's sole discretion.

(b) Number of Occupants. The maximum number of occupants in a dwelling on a Lot shall be limited to two (2) people per bedroom in the dwelling. "Occupancy," for purposes hereof, shall be defined as staying overnight in a dwelling for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year. This occupancy restriction shall not apply to require the removal of any person lawfully occupying a dwelling on the date this Amendment is recorded in the Fulton County, Georgia records (the "Effective Date"). Upon written application, the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

5.

Article VII, Section 2 is hereby amended by deleting that Section in its entirety and substituting the following therefor:

Section 2. Prohibition of Damage, Nuisance and Noise. Without prior written Board consent, nothing shall be done or kept on the Wellington Property or any part thereof which would cause hurt, inconvenience or damage to the Wellington Property or any Lot or part thereof or any owner or occupant of a Lot. Additionally, without prior written Board consent, nothing shall be done or kept on the Wellington Property or any part thereof which would increase the rate of insurance on the Wellington Property or any Lot or part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Annual Expenses.

No owner shall do any work which, in the Board's reasonable opinion, would jeopardize the soundness or safety of the Wellington Property or any structure created thereon, would reduce the value thereof, or would impair any easement or hereditaments thereto, without prior written consent of all Association members and their Mortgagees. No damage to or waste of the Association Property, or any part thereof, or of the exterior of any building constructed upon any Lot shall be permitted by any owner or member of his or her family or any invitee of any owner. Each owner shall indemnify and hold the Association and the other owners harmless against all loss to the Association or other owners resulting from any such damage or waste caused by such owner, members of his or her family, guests, invitees, or occupants of his or her Lot.

6.

Article VII, Sections 3 is hereby amended by adding the phrase "as defined by O.C.G.A. §41-1-1" after the word "nuisance" in the first sentence thereof and by adding the following to the end thereof:

No owner or occupant of a Lot may use or allow the use of the Lot or any portion of the Wellington Property in any way or for any purpose which may endanger the health or unreasonably annoy or disturb other owners or occupants of a portion of the Wellington Property. Nothing herein, however, shall be construed to affect the rights of an aggrieved owner to proceed individually for relief from interference with his or her property or personal rights. No owner or occupant of a Lot may use or allow the use of the Lot or the Association Property in any manner which creates disturbing noises between the hours of 11:00 p.m. and 7:30 a.m. that will, in the Board's sole discretion, unreasonably interfere with the rights, comfort or convenience of the other owners or occupants.

7.

Article VII, Section 7 is hereby amended by deleting that Section in its entirety and substituting the following therefor:

Section 7. Antennas and Satellite Dishes. No transmission antenna, of any kind, may be erected anywhere on the Wellington Property without written approval of the Board of Directors or the Architectural Control Committee. No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) larger than one meter in diameter shall be placed, allowed, or maintained upon any portion of the Wellington Property, including a Lot. DBS and MMDS 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 Association authorized by the FCC, both as may be amended from time to time. Such items shall be installed in the least conspicuous location available on the Lot which permits reception of an acceptable signal. Except as provided by this Section, no 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 outdoors on any portion of the Wellington Property, whether attached to a home or structure or otherwise; provided, however, that the Association shall have the right to erect, construct and maintain such devices.

8.

Article VII, Section 11 is hereby amended by deleting all references to "Declarant" contained therein and by substituting the word "Association" therefor.

9.

Article VII, Section 12 is hereby amended by deleting that Section in its entirety and substituting the following therefor:

Section 12. Parking. Boats, trailers, boat trailers, campers, trucks with a load capacity of one (1) ton or more, full-size vans (excluding mini-vans, utility vehicles used as passenger vehicles or sport utility vehicles), recreational vehicles (RV's and motor homes), vehicles used primarily for commercial purposes and containing visible evidence of commercial use (such as tool boxes or tool racks), and vehicles with commercial writings on their exteriors are prohibited from being parked on the Wellington Property, unless parked entirely within a closed garage or in other areas designated by the Board as parking areas for particular types of vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the Wellington Property during normal business hours for the purpose of serving any Lot or the Association Property; provided, that, without the written consent of the Board, no such vehicle shall be authorized to remain on the Wellington Property overnight or for any purpose except serving a Lot or the Association Property.

If the Board determines that the need for maintenance or repair is on the Association Property and is caused through the willful or negligent act of any owner or occupant or their family, guests, lessees, or invitees, then the Association may assess the cost of any such maintenance, repair, or replacement against the owner's or occupant's Lot, which shall become a lien against the Lot and shall be collected as provided herein for the collection of assessments.

In the event of damage to or destruction of structures on a Lot, the owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article VI of this Declaration, unless a determination not to rebuild is made by the Lot owner in cases of substantial damage or destruction. If the structure is substantially destroyed and a determination is made not to rebuild or to reconstruct, the owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction, and, thereafter, the owner shall continue to maintain the Lot in a neat and attractive condition consistent with the community standards, as determined by the Board.

11.

Article IX is hereby amended by deleting that Article in its entirety and substituting the following therefor:

Except where a higher vote is required for action under any other provisions of this Declaration, in which case such higher vote shall be necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding sixty-six and two-thirds (66-2/3%) percent of the total eligible vote thereof. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and filed in the Fulton County, Georgia land records.

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

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the owners, may amend this Declaration to comply with the Act, any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA").

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

12.

Article X, Section 1 is hereby amended by deleting that Section in its entirety and substituting the following therefor:

Section 1. Enforcement. The Members of the Association shall have the right, independent of any rights or obligations of the Association, to bring an action at law or in equity to enforce compliance with the terms, provisions, covenants or restrictions of the Declaration, By-Laws or any rules and regulations against any owner or occupant of a Lot who is in violation of any of the terms, provisions, covenants or restrictions of the Declaration, By-Laws or any rules and regulations.

13.

Article X, Section 6 is hereby amended by deleting that Section in its entirety and substituting the following therefor:

Section 6. Enforcement.

(a) Authority and Enforcement. The Wellington Property shall be used only for those uses and purposes set out in the Declaration. Every owner and occupant shall comply with the Declaration, By-Laws and rules and regulations of the Association, and any lack of compliance shall entitle the Association and, in an appropriate case, one or more aggrieved lot owners, to take action to enforce the terms of the Declaration, By-Laws or rules and regulations.

The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the owner's Lot, and to suspend an owner's right to vote or to use the Association Property for violation of any duty imposed under the Declaration, these By-Laws, or any Association rules and regulations; provided, however, nothing herein shall authorize the Association or the Board to deny ingress and egress to or from a Lot. If any occupant violates the Declaration, By-Laws or Association rules and a fine is imposed, the fine may be imposed against the owner and/or occupant, subject to the procedure outlined in the Association's By-Laws.

(b) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Declaration, the By-Laws, or the rules and regulations by self-help (specifically including, but not limited to performing maintenance on any Lot upon a failure by the Lot owner to do so) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the enforcement procedure set forth in the Association's By-Laws. In any such action, to the maximum extent permissible, the owner or occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

The Association or its duly authorized agent shall have the power to enter upon the exterior of any Lot to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the By-Laws, or the rules and regulations. Except in emergency situations or situations involving repeat violations for which notice hereunder already has been given, or as otherwise specified in the Declaration, entry onto a Lot to abate or remove a violation shall be made only after ten (10) days written notice to the violating Lot owner. All costs of self-help or of otherwise enforcing the Declaration, By-Laws or Association rules, including reasonable attorney's fees, shall be assessed against the violating Lot owner. Additionally, the Association shall have the authority to record in the Fulton County land records a notice of violation identifying an uncured violation of the Declaration, By-Laws or rules and regulations regarding the Lot.

14.

Article X is hereby amended by adding the following Section 8 thereto:

Section 8. Dispute Resolution. Prior to filing a lawsuit against the Association, the Board, or any officer, director, or property manager of the Association, an owner or occupant must request and attend a hearing with the Board of Directors. Any such request shall be in writing and shall be

personally delivered to any member of the Board of Directors or the property manager, if any, of the Association. The owner or occupant shall, in such request and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the owner's or occupant's grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the person requesting the hearing. The Board shall schedule this hearing for a date not less than seven (7) nor more than twenty-one (21) days from the date of receipt of the request.

IN WITNESS WHEREOF, the undersigned officers of the Communities of Wellington Homeowners Association, Inc. hereby certify that the requisite owners of Lots have approved these amendments.

This 8th day of August, 2002.

(16)

THE COMMUNITIES OF WELLINGTON
HOMEOWNERS ASSOCIATION, INC.

By: [Signature] (Seal)
President

Attest: [Signature] (Seal)
Secretary

[CORPORATE SEAL]

Sworn to and subscribed before me
this 8th day of August,
2002, in the presence of:

[Signature]
Witness

[Signature]
Notary Public

[NOTARY SEAL]

my commission expires 12/15/03
QEM\F:\docs\06319\002\documents\declaration\Amendment2.doc

Deed Book 33007 Pg 704
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia
I solemnly swear that I am qualified to perform the duties of Clerk of Superior Court for Fulton County, Georgia.

**AMENDMENT TO THE BY-LAWS OF THE
THE COMMUNITIES OF WELLINGTON HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, Article VIII, Section 1 of the By-Laws ("By-Laws") of The Communities of Wellington Homeowners Association, Inc. ("Association"), provides that the By-Laws may be amended by the affirmative vote of members representing two-thirds (2/3) of the members at an Association meeting called for such purpose; and

WHEREAS, members representing two-thirds (2/3) of the members at an Association meeting desire to amend the By-Laws and have approved this Amendment; and

WHEREAS, this Amendment does not materially modify any right, title, interest or privilege held by the holder of any mortgage on a Lot at The Communities of Wellington; however, in the event a court of competent jurisdiction determines that this Amendment does so without such mortgage holder's written consent, then this Amendment shall not be binding on such mortgage holder unless such mortgage holder consents hereto; and if such consent is not forthcoming, then the provisions of the By-Laws in effect prior to this Amendment shall control with respect to the affected mortgage holder; and

NOW, THEREFORE, the By-Laws of The Communities of Wellington Homeowners Association, Inc., are hereby amended as follows:

1.

Article III, Section 1 is hereby amended by deleting that Section in its entirety and substituting the following therefor:

Section 1. Membership. An owner of a Lot shall automatically become a Member of the Association upon taking title to the Lot and shall remain a Member for the entire period of ownership. A spouse of a Member may exercise the powers and privileges of the Member. If title to a Lot is held by more than one (1) Person, the membership shall be shared in the same proportion as the title, but there shall be only one (1) membership and one (1) vote per Lot. Membership does not include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the owner's membership. Membership shall be appurtenant to the Lot and shall be transferred automatically by conveyance of that Lot and may be transferred only in connection with the transfer of title.

2.

Article IV, Section 4 is hereby amended by deleting the phrase "at least ten (10) but no more than ninety (90) days prior to such meeting" therefrom and substituting the phrase "at least twenty-one (21) days prior to each annual meeting and at least seven (7) days prior to each special meeting" therefor.

3.

Article IV, Section 6 is hereby amended by deleting that Section in its entirety and substituting the following therefor:

Section 6. Quorum. Except as may be provided elsewhere, the presence, in person or by proxy at the beginning of the meeting, of owners entitled to cast one fourth (1/4) of the eligible vote of the Association shall constitute a quorum at all Association meetings. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. Owners whose voting rights have been suspended pursuant hereto shall not be counted as eligible votes toward the quorum requirement.

4.

Article IV, Section 8 is hereby amended by deleting that Section in its entirety and substituting the following therefor:

Section 8. Voting. Each Lot shall be entitled to one equally weighted vote, which vote may be cast by the owner, the owner's spouse, or by a lawful proxy as provided below. When more than one (1) Person owns a Lot, the vote for such Lot shall be exercised as they determine between or among themselves, but in no event shall more than one (1) vote be cast with respect to any Lot. If only one (1) co-owner attempts to cast the vote for a Lot, it shall be conclusively presumed that such co-owner is authorized on behalf of all co-owners to cast the vote for such Lot. In the event of disagreement among co-owners and an attempt by two (2) or more of them to cast such vote, such Persons shall not be recognized and such vote or votes shall not be counted. No owner shall be eligible to vote, either in person or by proxy, to act as proxy for another owner, or to be elected to the Board, if that owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association or if the owner has had his or her voting rights suspended for the infraction of any provision of the Declaration, these By-Laws, or any rule of the Association. If the voting rights of an owner have been suspended, that owner shall not be counted as an eligible vote for purposes of establishing a Majority or a quorum or for purposes of amending these By-Laws or the Declaration.

Except as otherwise specifically provided in the Declaration or these Bylaws, all decisions of the Association membership shall be by majority vote of those Members present in person or by proxy at a meeting or voting by ballot or written consent hereunder.

5.

Article IV, Section 9 is hereby amended by deleting that Section in its entirety and substituting the following therefor:

Section 9. Proxies. Any Member entitled to vote may do so by written proxy duly executed by the Member setting forth the meeting at which the proxy is valid. To be valid, a proxy must be signed, dated, and filed with the Secretary prior to the opening of the meeting for which it is to be used. Proxies may be delivered to the Board by personal delivery, U.S. mail or telefax transmission to any Board member or the property manager. Proxies may be revoked only by written notice delivered to the Association, except that the presence in person by the proxy giver at a meeting for which the proxy is given shall automatically invalidate the proxy for that meeting. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy.

6.

Article IV is hereby amended by adding the following Section 14 thereto:

Section 14. Action Taken Without a Meeting. In the Board's discretion, any action that may be taken by the Association Members at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a written consent form or written ballot to every Member entitled to vote on the matter.

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

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

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

7.

Article V, Section 1 is hereby amended by deleting that Section in its entirety and substituting the following therefor:

Section 1. Composition. The affairs of the Association shall be governed by a Board of Directors composed of not less than three (3) nor more than nine (9) natural persons, such number to be determined by the Board and to remain an uneven number. The directors shall be owners of Lots or spouses of such owners; provided, however, no owner and his or her spouse or co-owner may serve on the Board at the same time.

8.

Article V, Section 5 is hereby amended by deleting that Section in its entirety and substituting the following therefor:

Section 5. Resignation and Removal of Directors; Vacancies. Any Director may resign at any time upon written notice to the Board of Directors. Additionally, any one or more Board members may be removed with or without cause by a Majority of the Association members and a successor may then and there be elected to fill the vacancy created. Moreover, any Director who has had three (3) consecutive unexcused absences from regularly scheduled Board meetings, is more than thirty (30) days past due in the payment of any assessment or has been in violation of any of the terms, provisions, covenants or restrictions of the Declaration, these By-Laws or any rules and regulations of the Association for more than fourteen (14) days may be removed by the vote of a Majority of the other directors. Any Director whose removal has been proposed by the Association membership shall be given at least ten (10) days notice of the calling of the meeting to consider his or her removal and the purpose thereof and shall be given an opportunity to be heard at the meeting.

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

9.

Article V, Section 12 is hereby amended by deleting the word "all" therefrom and substituting the phrase "a majority" therefor.

10.

Article VII, Section 4 is hereby amended by deleting that Section in its entirety and substituting the following therefor:

Section 4. Financial Review. A financial review of the accounts of the Association shall be performed annually in the manner provided by the Board. However, after having received the Board's financial review at the annual meeting, the Members may, by a Majority of the Association vote, require that the Association accounts be audited as a common expense by an independent accountant.

11.

Article VII, Section 5 is hereby amended by deleting that Section in its entirety and substituting the following therefor:

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

12.


Article X is hereby amended by adding the following Section 6 thereto:

Section 6. Fining and Suspension Procedure. The Board shall not impose a fine or suspend the right to vote or to use the Association Property, unless and until the Association has sent or delivered written notice to the violator as provided in subsection (a) below. However, compliance with this Section 6 shall not be required for the following: (i) late charges on delinquent assessments or (ii) suspension of voting rights if a Member is shown on the Association's records to be more than thirty (30) days delinquent in any payment due the Association, in which case suspension of the right to vote shall be automatic.

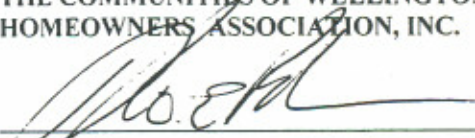
(a) Notice. If any provision of the Declaration or By-Laws or any Association rule is violated, the Board shall send the violator written notice identifying the violation and fine(s) being imposed and advising the violator of the right to request a hearing before the Board to contest the violation or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

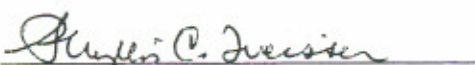
(b) Hearing. If a written request for hearing is received from the violator within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a hearing affording the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time. Failure to request a timely hearing as provided herein shall result in loss of the right to challenge and request reconsideration of the fines.

IN WITNESS WHEREOF, the undersigned officers of The Communities of Wellington Homeowners Association, Inc., hereby certify that the above Amendment to the By-Laws was duly adopted by the required majority of the Association and its membership, with proper notices given.

This 8TH day of August, 2000 

**THE COMMUNITIES OF WELLINGTON
HOMEOWNERS ASSOCIATION, INC.**

By:  (Seal)
President

Attest:  (Seal)
Secretary

[CORPORATE SEAL]

RESOLUTION OF THE BOARD OF DIRECTORS
OF
THE COMMUNITIES OF WELLINGTON HOMEOWNERS ASSOCIATION, INC.

FINING

1. General.

The Communities of Wellington is a planned community governed by legal documents designed to maintain a high quality of life, promote harmony and maintain property values in the community. These legal documents include the Declaration of Covenants and Restrictions for The Communities of Wellington, and the By-Laws of The Communities of Wellington Homeowners Association, Inc.

The Association's Board of Directors is responsible for enforcing the Declaration and By-Laws. Additionally, in accordance with those documents, the Board of Directors is authorized to adopt community rules, regulations, and design and construction standards, and to enforce all of the above covenants, rules, regulations and restrictions by, among other means, levying fines against violators. Article X, Section 6 of the By-Laws provides the framework and procedural requirements for fining, but no specific schedule or policy of fines.

The Board of Directors believes that the vast majority of the homeowners and residents in The Communities of Wellington will live together as good neighbors, but that sufficiently clear regulations and sanctions are necessary for the few homeowners or residents who may not respect the community and the covenants, rules and regulations of the community.

Therefore, the Board has adopted the following schedule of fines for violations of the Declaration, By-Laws, or Association rules, regulations or design standards. Except where the Board determines that application of these established fines is not appropriate in a particular instance, any fines assessed by the Board against Association members, homeowners and/or residents for violations of the community's governing legal documents will be in accordance with the fining schedule set forth below. In accordance with the Declaration and By-Laws, fines may be assessed for each separate instance of a single-event, or non-continuing, violation. However, for continuing violations, such as installing and maintaining an unapproved exterior modification on a lot, each day that the violation continues will constitute a separate violation subject to additional fines. The fines specified below are in addition to any other remedies that are available under the Declaration, By-Laws or Georgia law.

2. Fining Schedule.

The following sections identify the schedule of fines which may be assessed for violations of the Declaration or Design Standards. This schedule attempts to anticipate a variety of possible violations, but it is not practical or possible to identify every possible violation. Therefore, any violation not particularly defined in these sections are subject to such fines as may be established by the Board pursuant to the Declaration.

- (a) **Architectural Control Violations.** These include violations of Article VI of the Declaration or of any Design Standards or Guidelines adopted by the Association. When authorized under the Declaration and By-Laws, fines which may be imposed against violators shall not exceed the following:

Continuing Violations - \$25.00 per day per violation. These include, but are not limited to:

- making any lot or dwelling modifications or construction without approval of the Board or its designated architectural committee, when required under Article VI of the Declaration. This includes unauthorized or unapproved fences, landscape modifications, painting modifications, play structures, sheds, and similar items; and
- varying from any plans, specifications or application for exterior construction or modifications approved by the Association, without obtaining prior Board or committee approval.

For continuing architectural control violations, fines may be assessed on a daily basis for each day that the unauthorized items or modifications remain after removal or corrective action is requested by the Association

Single Event/Non-Continuing Violations - \$50.00 for first instance of a violation, \$100.00 for subsequent instances of the same violation within a 12 month period, and \$500.00 if the violation involves destruction or removal of property which cannot practically be restored (such as removal of mature trees). These include, but are not limited to:

- unauthorized or unapproved modifications or construction on a lot, which subsequently is approved by the Board or committee; and
- unauthorized removal of trees or unauthorized removal of any Association maintained monuments, entry features or similar items on lots.

(b) Use Restriction/ Rule Violations. These include violations of Article VII of the Declaration, or of any rules and regulations established by the Association. When authorized under the Declaration and By-Laws, fines which may be imposed against violators shall not exceed the following:

Continuing Violations - \$25.00 per day per violation. These include, but are not limited to:

- Unauthorized businesses being conducted from a home;
- Unauthorized occupancy of homes by excessive numbers of people; and
- Continued storage or parking of unauthorized vehicles at the property.

For continuing use restriction violations, fines may be assessed on a daily basis for each day that the unauthorized conduct continues after corrective action is requested by the Association.

Single Event/Non-Continuing Violations - \$50.00 for first instance of a violation, \$100.00 for subsequent instances of the same violation within a 12 month period. These include, but are not limited to:

- Pet violations, such as allowing a dog to roam unleashed through the community or failing to remove pet droppings from a neighbor's yard;
- Unauthorized or improper use of Association amenities, such as using facilities during unauthorized hours; and
- Abusive conduct towards others on Association common areas.

- (c) **Maintenance Violations.** These include violations of Article VII of the Declaration or of any Design Standards or Guidelines adopted by the Association, and these violations will generally be continuing in nature. When authorized under the Declaration and By-Laws, fines which may be imposed against violators shall not exceed the following:

\$25.00 per day per violation. These include, but are not limited to:

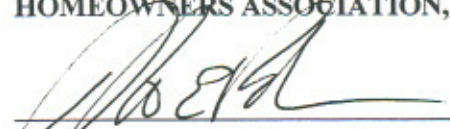
- Failure to maintain, repair and/or repaint the dwelling when required or appropriate;
- Failure to regularly mow, edge, weed and maintain lawns and landscaping on lots;
- Failure to prune, trim and/or maintain trees, shrubs and hedges on lots when required or appropriate; and
- Failure to correct any condition on a lot which damages or threatens to damage any other lot or Association common property, including drainage or erosion conditions.

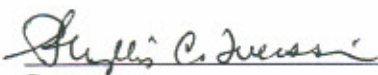
- (d) **Other Violations.** When authorized under the Declaration and By-Laws, fines which may be imposed against violators for other violations not addressed above shall not exceed \$25.00 per day for continuing violations, and, for single-event/non-continuing violations, shall not exceed \$50.00 for the first instance of such violation and \$100.00 for each subsequent instance of such violation within a 12 month period.

The Board shall apply these fines based on the schedule set forth above, unless the Board determines in any particular case that unique or extreme circumstances justify varying from this schedule.

RESOLVED AND ADOPTED by the Board of Directors of The Communities of Wellington Homeowners Association, Inc., this 19th day of August, 2002.

**THE COMMUNITIES OF WELLINGTON
HOMEOWNERS ASSOCIATION, INC.**

By:  (Seal)
President

Attest:  (Seal)
Secretary

[Corporate Seal]