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**DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR  
  
THE COMMUNITIES OF WELLINGTON  
  
FULTON COUNTY, GEORGIA**

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FOR THE COMMUNITIES OF WELLINGTON

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FOR THE COMMUNITIES OF WELLINGTON

FULTON COUNTY, GEORGIA

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made on this 25th day of March, 1996, by PULTE HOME CORPORATION, a Michigan corporation (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, the Declarant owns all of that certain real property located in Land Lots 311, 312, 313 and 317 of the 1st District, 1st Section, Fulton County, Georgia, which real property is more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Declarant intends to develop a single family residential subdivision on the Property to be known as "The Communities of Wellington"; and

WHEREAS, the Declarant desires to provide open spaces, parks, green belts and other facilities for the benefit of the persons who shall reside on the "Lots" (as that term is hereinafter defined); and

WHEREAS, in order to insure the enjoyment of such open spaces, parks, green belts and other facilities by the residents of the Lots (as that term is hereinafter defined), and in order to protect and enhance the value of the Lots, it is desirable to create an association to own, maintain and administer such open spaces, parks, green belts and other facilities, and to administer and enforce the covenants and restrictions imposed by this Declaration on the Lots, and to collect, hold and disburse the charges and assessments provided for in this Declaration; and

WHEREAS, it is intended that every owner of any of the Lots (as that term is hereinafter defined) automatically, and by reason of such ownership and this Declaration (as that term is hereinafter defined), become a member of the Association (as that term is hereinafter defined) and be subject to its valid rules and regulations and the assessments and charges made by the Association;

NOW, THEREFORE, the Declarant does hereby submit the "Lots" and the "Association Property" (as those terms are hereinafter defined) to the provisions of the Georgia Property Owners' Association Act, Official Code of Georgia Annotated Sections 44-3-220 through 44-3-235.

## ARTICLE I DEFINITIONS

As used in this Declaration, the following terms shall have the meanings ascribed to them in this Article I, such definitions being cumulative of those set forth elsewhere in this Declaration. In addition, all terms used in this Declaration which are defined in the Act shall have the meanings ascribed to them in the Act, unless other definitions are ascribed to them in this Declaration.

"Act" shall mean the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220 through 44-3-235.

"Additional Wellington Property" shall mean all of that property which is described on Exhibit B to this Declaration.

"Annual Assessment" shall have the meaning specified in Section 4 of Article V hereof, and shall constitute the assessments which, pursuant to the provisions of Article V hereof, shall be levied by the Association against the Lots each year for the purpose of raising the funds necessary to pay the "Annual Expenses" (as that term is defined in Section 3 of Article V hereof).

"Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as the same may be amended from time to time.

"Association" shall mean The Communities of Wellington Homeowners Association, Inc., a Georgia non-profit membership corporation.

"Association Property" shall mean all of the real and personal property which shall be conveyed and transferred to the Association pursuant to Article III, Section 1 of this Declaration. Association Property shall not include any Lot which shall be acquired by the Association through foreclosure of the lien in favor of the Association, as provided for in Article V of this Declaration.

"Board of Directors" shall mean the duly elected Board of Directors of the

Association, elected pursuant to the Articles of Incorporation and Bylaws of the Association.

“Bylaws” shall mean the Bylaws of the Association, as the same may be amended from time to time.

“Declarant” shall mean Pulte Home Corporation, a Michigan corporation, and shall include any successor or assign of Pulte Home Corporation if such successor or assign should acquire more than four (4) Unimproved Lots from Pulte Home Corporation for purposes of development and resale.

“Declaration” shall mean this Declaration of Covenants and Restrictions, as the same may be hereafter amended in accordance with the terms and provisions of Article IX hereof.

“First Mortgage” shall mean a Mortgage conveying a first priority lien upon or security title to any Lot.

“HUD” shall mean the United States Department of Housing and Urban Development and, in the event that said Department shall be abolished and its operations transferred to another division of the United States government, such other division.

“Improved Lot” shall mean a Lot on which there is located a structure for which a certificate of occupancy has been issued by the applicable governmental authority.

“Lot” shall mean each portion of the Communities of Wellington Property which has been subdivided for use as an individual building lot and which has been subjected to the terms, provisions, liens, charges, assessments, covenants and restrictions of this Declaration applicable to Lots either by the recording of this Declaration or by the recording of a supplemental declaration pursuant to the provisions of Article I, Section II of this Declaration.

“Person” shall mean a natural person, corporation, trust, partnership, limited liability company, limited liability partnership or any other legal entity.

“Subdivision Plat” shall mean, collectively, the plat or plats that are identified in Article II, Section I of this Declaration, and the plat or plats that are identified in Article II, Section II of this Declaration.

“Unimproved Lot” shall mean a Lot which is not an Improved Lot.

“VA” shall mean the United States Department of Veterans Affairs and, in the event that said Department shall be abolished and its operations transferred to another division of the United States government, such other division.

“Wellington Property” shall mean all of that property which is described on Exhibit A to this Declaration.

All pronouns used in this Declaration are intended to be gender neutral, and the use of the masculine gender shall be deemed to include the feminine and neuter genders. The use of the singular in this Declaration shall be deemed to include the plural.

## ARTICLE II LOTS

Section 1. Wellington Property and Lots Hereby Subjected to the Act and this Declaration. The Declarant, for itself and its successors and assigns, does hereby covenant that the Wellington Property, including the portion of the Wellington Property which is shown and depicted as Lots on the subdivision plat or plats of The Communities of Wellington which is or are recorded in the Plat Book Records of Fulton County, Georgia, be, and the same hereby is, subjected to this Declaration and the applicable terms and provisions of the Act.

The Declarant, for itself and its successors and assigns, hereby further covenants that the Wellington Property shall hereafter be held, transferred, sold, conveyed, dedicated, used, leased, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in the Act and in this Declaration as applicable to the Lots, including, but not limited to, the lien provisions set forth in Article V hereof. All of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration as applicable to the Lots shall be a permanent charge thereon, and shall run with the Lots.

Section 2. Additional Wellington Property and Additional Lots Hereafter Subjected to the Act and this Declaration. The Declarant may, at any time, and from time to time, subject the Additional Wellington Property and the additional Lots to the Act and the terms, provisions, liens, charges, easements, covenants and restrictions of this Declaration by:

(a) executing and recording in the Deed Records of Fulton County, Georgia, a supplemental declaration to this Declaration describing the Additional Wellington Property and stating that this Declaration is thereby extended to, and shall thereafter apply to the Additional Wellington Property and such additional Lots; and

(b) recording in the Plat Book Records of Fulton County, Georgia, a plat or plats of survey showing and depicting the additional Lots being thereby subjected to this Declaration.

From and after subjecting the Additional Wellington Property and such additional Lots to the Act and this Declaration, the Additional Wellington Property and such additional Lots shall thereafter be held, transferred, sold, conveyed, dedicated, used, leased, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions, liens, charges, easements, covenants and restrictions of this Declaration applicable to Lots, including, without limitation, all lien and assessment provisions set forth in this Declaration. From and after subjecting the Additional Wellington Property and such additional Lots to this Declaration, all of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration as applicable to Lots shall be a permanent charge on, and shall run with, such additional Lots.

Except as otherwise expressly provided in the Act, no approval from any member of the Association, or from anyone else whomsoever, shall be required for the Declarant to subject any portion of the Additional Wellington Property to this Declaration as additional Lots.

Section 3. No Effect on Wellington Property or Additional Wellington Property. Notwithstanding anything contained in this Declaration which may be constructed to the contrary, this Declaration does not create any charge, lien, encumbrance, restriction, or limitation on any portion of the Wellington Property other than the Lots described in Article II, Section 1 or on any portion of the Additional Wellington Property other than the additional Lots described in Article II, Section 2, and then, only from that time forward.

Section 4. All Lots Bear the Burdens and Enjoy the Benefits of this Declaration. Every person who is a record owner of a fee or undivided fee interest in any Lot does, by acceptance of a deed or other conveyance thereof, and by acceptance of such ownership, and by taking record title to such Lot, agree to all of the terms and provisions of this Declaration. Each of the Lots is subject to all the burdens, and enjoys all the benefits, made applicable thereunder.



Section 5. Easements Over the Lots. The Lots shall be subjected to, and the Declarant does hereby grant to the appropriate grantees thereof, the following easements:

(a) Each Lot shall be subject to all easements which are shown and depicted on the Subdivision Plat as affecting and burdening such Lot;

(b) Each Lot shall be subject to an easement for slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity that might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow; and

(c) Each Lot shall be subject to an easement for the entry by the authorized agents and representatives of the Association to go upon such Lot under the circumstances, and for the purposes described in Article VIII of this Declaration.

### ARTICLE III ASSOCIATION PROPERTY

Section 1. Association Property. The Declarant shall have the right to transfer and convey to the Association any portion of the Wellington Property. All portions of the Wellington Property which the Declarant shall so transfer or convey to the Association shall thereafter constitute Association Property. Said right may be exercised by the Declarant any time, and from time to time, prior to January 1, 2007.

All portions of the Wellington Property which shall be transferred to the Association by the Declarant (a) shall be conveyed to the Association by limited warranty deed free of debt liens; and (b) shall be conveyed to the Association subject to the rights and easements set forth in Article III, Sections 2 and 3, irrespective of whether the deed of conveyance shall make a specific reference to such rights and easements.

By joining in the execution of this Declaration, the Association does hereby covenant and agree to accept all conveyances of the Association Property which may be made to it pursuant to, and in accordance with, the terms and provisions of this Article III, Section 1.

Section 2. Members' Rights in Association Property. Every owner of any Lot shall have a non-exclusive right and easement of ingress and egress, enjoyment and use in and to the Association Property and such right and easement shall be appurtenant to, and shall pass with, the title to the Lot(s) owned by such owner. Such right and easement of

enjoyment and use are and shall be subject to the easements which are described in Article III, Section 3 and to the right of the Association to promulgate reasonable rules and regulations regarding the use of Association Property, and the right of the Association, as provided in the Bylaws, to suspend such right and easement of the owner of any Lot during any period in which any assessment which is due to the Association from such owner remains unpaid, and such period as the Board of Directors may consider appropriate for any infraction of its published rules and regulations, provided that the rights granted to the Association and the Board of Directors in this Section 2 shall not be used to deprive the owner of any Lot to use and enjoyment of an easement for ingress and egress across the Association Property if such easement is required to obtain ingress and egress to such owner's Lot. In addition, the Board of Directors may permit other persons who are not residents of any Lots to use the Association Property upon such terms and conditions, and for the payment of such fees, as shall be determined by the Board of Directors.

Section 3. Easements Over Association Property. All Association Property shall be subject to, and Declarant and the Association do hereby grant, the following easements:

(a) An easement across, in, under, over and through the Association Property for the purposes of the construction, installation, repair, maintenance and use of all utility and drainage facilities; and

(b) An easement in favor of Declarant for the exclusive use of such portions of the Association Property as may be reasonably desirable, convenient or incidental to the construction and installation of improvements on, and the sale of, any Lots, including, but not limited to, sales and business offices, storage areas, construction yards and signs. Such easement shall be exercisable by any and all persons who the Declarant shall authorize to exercise the same, including, without limitation, real estate sales agents and brokers and builders of residences upon the Lots, irrespective of whether such persons are affiliated with the Declarant. Such easements shall exist notwithstanding any provision of this Declaration which might be construed to the contrary, but shall terminate at such time as the construction on the Lots of residential buildings has been completed and all of the Lots shall have been conveyed to owners thereof who shall not have acquired the Lots for the purpose of immediate resale of the same. Such easements shall and do exist without affecting the obligation of the owner of any Lot to pay assessments or charges coming due during such period of time as portions of the Association Property shall be used by authorized persons pursuant to the exercise of the easements herein stated.

Section 4. Damage or Destruction. In the event that any improvements located on any Association Property shall be damaged or destroyed on account of the occurrence of any casualty, the Board of Directors shall proceed with the filing and settlement of all claims arising under any policy of insurance maintained by the Association with respect to such improvements and shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed improvements.

Any such damage or destruction shall be repaired or reconstructed unless it shall be decided, within ninety (90) days after the occurrence of the casualty, by a majority of the total vote of all then existing classes of membership of the Association, and by the holders of sixty-seven percent (67%) of the First Mortgages existing in regard to the Lots, not to so repair or reconstruct such damage. In the event that it shall be so decided not to repair or reconstruct any such damage or destruction, the proceeds of any insurance as may become payable to the Association as a result of such damage or destruction shall be applied to such purposes as may be determined by the Board of Directors.

Section 5. Transfer or Encumbrance. In no event shall the Association abandon, encumber, sell or transfer, directly or indirectly, any portion of the Association Property unless such abandonment, encumbrance, sale or transfer first shall be approved in writing by: (a) the owners of no fewer than sixty-seven percent (67%) of the Lots (excluding the Declarant); (b) the holders of no fewer than sixty-seven percent (67%) of the First Mortgages existing in regard to the Lots; and (c) until such time as the Class B membership shall terminate (as provided for in Article IV, Section 3) of this Declaration, HUD and VA.

#### ARTICLE IV THE ASSOCIATION

Section 1. The Association. Prior to the date this Declaration has been filed for record with the Clerk of the Superior Court of Fulton County, Georgia, the Declarant has caused the Association to be formed, and the Association does now exist, under its Articles of Incorporation and Bylaws.

The Association is and shall be responsible for the ownership, management and operation of the Association Property, the enforcement of the covenants and restrictions set forth in this Declaration, and the performance of such other duties and services as the Board of Directors shall deem to be in the best interests of the members of the Association.

Section 2. Memberships. Every person who is, or who becomes, a record owner of a fee or undivided fee interest in any Lot is and shall be a member of the Association; provided, however, that any such person who holds such interest merely as security for the performance of an obligation shall not be a member of the Association. The transfer of ownership of a fee or undivided fee interest in any Lot shall automatically transfer membership in the Association, and in no event shall such membership be severed from the ownership of such lot.

Section 3. Classes of Membership; Voting Rights. The Association shall have two classes of voting membership: Class A and Class B.

(a) Class A. The Class A members shall be all those persons holding an interest required for membership in the Association, as specified in Article IV, Section 2, except for those persons who are Class B members. Until such time as the Class A members shall be entitled to full voting privileges, as hereinafter specified, the Class A membership shall be entitled to vote only in regard to the following matters: (a) any proposal of merger, consolidation or dissolution of the Association; (b) any proposal to transfer or encumber any portion of the Association Property; (c) any proposal pursuant to Article IX of this Declaration to amend this Declaration; (d) any proposal to modify or amend the Articles of Incorporation or the Bylaws and (e) any other matter for which it is herein specifically provided, or for which it is provided by law, that approval of each and every class of membership of the Association is required. Except in regard to the foregoing matters, the Class A membership shall be a non-voting membership until such time as the Class B membership shall terminate, at which time the Class A membership shall be the sole class of membership and shall be entitled to full voting privileges.

When entitled to vote, Class A members shall be entitled to cast one (1) vote for each Lot in which they hold an interest required for membership by Article IV, Section 2, provided that there shall only be one (1) vote for each Lot irrespective of the number of owners of such Lot.

(b) Class B. The Declarant shall be the sole Class B member. Class B membership shall be a full voting membership and, during its existence, the Class B member shall be entitled to vote on all matters and in all events. The Class B member shall be entitled to three (3) votes for each Lot owned by such Class B member.

The Class B membership shall cease and be converted to a Class A membership on the first to happen of the following events:

- A members;
- (i) At least seventy-five percent (75%) of the Lots are owned by Class A members;
  - (ii) On January 1, 2007; or
  - (iii) Such earlier date as the Declarant shall designate by written notice delivered to the Association.

From and after the date on which the Class B membership automatically terminates and ceases to exist, the Class B member shall be and become a Class A member insofar as it may then hold any interest required for membership by Article IV, Section 2. From and after the date on which the Class B membership automatically terminates and ceases to exist, such membership shall not be renewed or reinstated.

Section 4. Suspension of Membership Rights. The membership rights of any member of the Association, including the right to vote and to use the Association Property, may be suspended by the Board of Directors pursuant to the authority granted in the Bylaws, except is expressly provided to the contrary in Article III, Section 2. Any such suspension shall not affect such member's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien on the member's Lot or Lots in favor of the Association.

Section 5. Meetings of the Membership. All matters concerning the meetings of members of the Association, including the time at which and the manner in which notice of any said meeting shall be given to members, the quorum required for the transaction of business at any meeting, and the vote required on any matter, shall be as specified in the Act, this Declaration, the Articles of Incorporation, the Bylaws, or by other applicable law.

Section 6. Association Acts Through Its Board of Directors. Whenever approval of, or action or inaction by, the Association is referred to or called for in this Declaration, such action, inaction or approval shall be by the Board of Directors of the Association, unless it is specifically stated in this Declaration, the Articles of Incorporation or the Bylaws with respect to such action, inaction or approval, that the members of the Association must vote. No member of the Board of Directors of the Association or any officer of the Association (including, without limitation, any such individual who shall have been elected by a vote of the Class B member) shall be personally liable to any owner of any Lot for any mistake of judgment or for any other act or omission or any nature whatsoever, except for any acts or omissions found by a court

of competent jurisdiction to constitute gross negligence or willful misconduct.

Section 7. Professional Management. The Association may, but shall not be obligated to, obtain and pay for the services of any Person to manage the affairs of the Association, or any part hereof, and may enter into such agreements for the management of the Association Property on such terms and conditions as the Board of Directors deems to be in the best interests of the Association.

## ARTICLE V ASSESSMENTS

Section 1. Assessments; Lien Therefor. The Declarant, as the owner of all of the Lots, hereby covenants, and each Person who shall own any Lot, by acceptance of a deed or other conveyance thereto, and by acceptance of such ownership, and by taking record title thereto, shall be deemed to covenant and agree, to pay to the Association all assessments and charges which are levied by the Association against the Lot(s) owned by such Person in accordance with the terms and provisions of this Declaration.

As more fully provided in O.C.G.A. § 44-3-232(a) of the Act, all sums lawfully assessed by the Association against any Lot and the owner thereof, shall, from the time the sums became due and payable, be the personal obligation of the owner or owners of such Lot and constitute a lien in favor of the Association on such Lot prior and superior to all other liens whatsoever, except:

- (a) liens for ad valorem taxes on the Lot;
- (b) the lien of any First Mortgage or the lien of any other Mortgage recorded in the Deed Records of Fulton County, Georgia, prior to the recording of this Declaration; or
- (c) the lien of any secondary purchase money Mortgage covering the Lot, provided that neither the grantee nor any successor grantee on the Mortgage is the seller of the Lot.

Section 2. Personal Obligation of Members. Each member of the Association, by acceptance of a deed or other conveyance to the Lot(s) owned by such member, irrespective of whether it shall be so expressed in any such deed or other conveyance, and by acceptance of ownership of such Lot(s), and by taking record title to such Lot(s), shall be deemed to covenant and agree to pay to the Association:

(a) His share of the Annual Assessments which shall be levied by the Association in accordance with Section 4 thereof; and

(b) When properly authorized in accordance with Section 5 hereof, special assessments, such annual and special assessments to be fixed, established and collected from time to time as hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be the personal obligation of the Person who is the owner of the Lot against which such assessments are levied at the time such assessments become due and payable. The covenant to pay assessments herein stated is and shall be a covenant running with the land. If more than one (1) Person is the owner of the Lot, the personal obligation shall be joint and several.

Section 3. Purposes of Assessments. The assessments levied on an annual basis by the Association pursuant to Article V, Section 4 shall be used to pay the costs and expenses which the Association shall incur in connection with the performance of its duties and responsibilities pursuant to the Act, this Declaration, the Articles of Incorporation and the Bylaws (such costs and expenses being herein referred to as the "Annual Expenses"). Without limiting the generality of the foregoing, the Annual Expenses shall include the costs of: repair and maintenance of all Association Property; payment of all governmental charges, taxes and assessments which shall be levied against all Association Property; payment of all costs and expenses incurred by the Association in connection with its operations; payment of the premiums for all policies of property and liability insurance maintained by the Association with respect to Association Property; payment of the premiums for all fidelity bonds which shall be obtained by the Association; the maintenance of reserves for the repair and replacement of improvements located on the Association Property and for such other purposes as the Board of Directors shall determine; the payment of the fees of such management firms as the Board of Directors shall employ; and payment of the fees for the provision of such professional services as the Board of Directors shall determine to be required by the Association, including, without limitation, legal, accounting and architectural services.

Section 4. Determination of Annual Assessment and Shares Thereof. Prior to commencement of each fiscal year of the Association (said fiscal year being specified in the Bylaws), the Board of Directors shall estimate the total amount of the Annual Expenses which are anticipated to be incurred by the Association during such fiscal year and shall determine the amount which will be deposited during such fiscal year into reserve funds maintained by the Association. The Board of Directors shall thereupon

adopt a budget for the Association's expenditures and reserve fundings based upon such estimate and providing for the total annual assessment to be levied against the members of the Association for such fiscal year (the total assessment which shall be so determined and levied against all of the members of the Association for any fiscal year is herein referred to as the "Annual Assessment"). At the time the Board of Directors determines the amount of the Annual Assessment, it shall also determine the amount of such Annual Assessment which shall be levied against each Improved Lot and the amount of such Annual Assessment which shall be levied against each Unimproved Lot. The amounts so determined by the Board of Directors shall be levied against all of the members of the Association and the Lots, with each Improved Lot being liable for the payment of that portion of such Annual Assessment which the Board of Directors shall determine to be levied against each of the Improved Lots and each Unimproved Lot being liable for the payment of that portion of such Annual Assessment which the Board of Directors shall determine to be levied against each of the Unimproved Lots. The amount of the Annual Assessment levied against each Improved Lot shall be the same as the amount levied against every other Improved Lot, and the amount of the Annual Assessment levied against each Unimproved Lot shall be the same as the amount levied against every other Unimproved Lot. In making its determination of the relative shares of the Annual Assessment for which each of the Improved Lots shall be so liable and for which each of the Unimproved Lots shall be so liable, the Board of Directors shall consider and take into account which of the Annual Expenses of the Association benefit only the Improved Lots and which of such Annual Expenses significantly disproportionately benefit the Improved Lot in contrast to the Unimproved Lots. Each Lot shall be liable for that share of every Annual Assessment which is so determined by the Board of Directors. The Board of Directors shall send a copy of the budget so adopted by it, together with a written notice of the amount of the Annual Assessment so determined for such fiscal year and the amount of such Annual Assessment which shall be levied against each Lot, to the owner of every Lot prior to the commencement of the fiscal year during which such Annual Assessment is to be paid. The amount of such Annual Assessment which shall be levied against each Lot shall be due and payable to the Association in such installments as the Board of Directors shall determine, and after notice of the same shall have been given to all of the members of the Association by the Board of Directors, and shall be paid to the Association when due without further notice.

Until the lapse of the Class B memberships as provided in Article IV, Section 3(b), the Declarant shall be subject to assessment by the Association only as herein provided. Until the lapse of the Class B memberships, as set forth in Article IV, Section 3(b), the Declarant shall be responsible for payment of all budgeted Annual Expenses of the Association to the extent that the same are not funded by Annual Assessments paid by



Class A members to the Association. After lapse of the Class B memberships, the Declarant shall be assessed only for Lots owned from time to time by Declarant.

Section 5. Special Assessments. If for any reason, including non-payment of any assessments to the Association by the persons liable therefor, the budget adopted by the Board of Directors for any fiscal year shall prove to be inadequate to defray the Annual Expenses for such fiscal year, or if the Board of Directors shall determine that it is in the best interests of the Association to levy a special assessment to pay the cost of any capital improvements or capital repairs, the Board of Directors shall have the authority to levy a special assessment against the Lots and the owners thereof to raise such needed funds. Any special assessment levied by the Board of Directors pursuant to the provisions of this Section 5 shall be payable at such times and in such installments as the Board of Directors shall determine. Each Lot shall be liable for the payment of an equal share of every special assessment which shall be levied by the Association pursuant to the provisions of this Section 5.

Section 6. Shares of Annual Assessment. As more fully provided for in Article V, Section 4, the portion of each Annual Assessment for which each Improved Lot shall be liable shall be equal to that of every other Improved Lot and the portion of each Annual Assessment for which each Unimproved Lot shall be liable shall be equal to that of every other Unimproved Lot. As is also more fully provided for in Section 4 of this Article V, the amount of each Annual Assessment for which each Lot shall be liable shall be due and payable to the Association in such installments as the Board of Directors shall determine. Notwithstanding said provisions of Section 4 of this Article V, at such time as an Unimproved Lot shall become an Improved Lot, the portion of the Annual Assessment for which such Lot shall be liable shall increase, effective with the date on with said Lot became an Improved Lot by virtue of the issuance of a certificate of occupancy for the improvements erected on said Lot, to that amount which is equal to the portion of the then current Annual Assessment for which Improved Lot is so liable. The amount of the increase in the portion of the Annual Assessment which shall be so payable by such Lot shall become due on the date on which the next installment of the Annual Assessment is due (as previously determined by the Board of Directors).

Section 7. Effect of Non-Payment of Assessments; Remedies of the Association.

(a) In the event that any member of the Association shall fail to pay, within ten (10) days after the date the same is due and payable, any annual or special assessment, or any installment of any annual or special assessment which is payable by such member to the Association, the entire amount of such assessment, including the portion thereof which would otherwise be payable in installments, may be declared by the Board of Directors to be immediately due and payable in full to the Association. As more fully provided in O.C.G.A. § 44-3-232(a) of the Act, all such amounts so declared by the Board of Directors to be due and payable in full to the Association shall be secured by the lien of the Association on every Lot owned by the delinquent member, which lien shall bind such Lot or Lots in the hands of the then owner, and such owner's heirs, devisees, successors and assigns.

(b) All amounts which the Board of Directors shall declare to be due and payable pursuant to this Section 7 shall bear interest from the date of delinquency at the lower of the rate of ten percent (10%) per annum or the highest rate permitted by law, and the Association may bring legal action against the member of the Association personally obligated to pay the same, or foreclose its lien upon the Lot or Lots of such member, in either of which events such member shall also be liable to the Association for all costs and attorneys' fees which the Association shall incur in connection with the collection of such delinquent amounts.

ARTICLE VI  
ARCHITECTURAL CONTROL

Section 1. Architectural Restrictions.

(a) No building shall be constructed on any Lot unless such building contains at least one thousand six hundred (1,600) square feet of air conditioned and heated space, exclusive of screened porches and garages.

(b) No building shall be constructed on any Lot unless such building contains a garage which will house at least two (2) normal sizes automobile(s) and which has a garage door which will totally conceal the opening to such garage.

(c) Only one (1) building may be constructed on any Lot.

(d) No building containing more than two (2) stories in addition to a basement which is located at least partially below ground level shall be constructed on any Lot.

→ (e) No structure other than a fence shall be constructed, placed or installed upon any Lot, in a location which encroaches beyond any front, side or rear building set-back line which is depicted on the Subdivision Plat. No fence shall be constructed or erected upon any Lot in any location other than entirely in the rear of the building which is located on such Lot.

Section 2. Combination of Lots. The owner of any two or more contiguous Lots shall have the right to cause such Lots to be combined together by furnishing the Board of Directors with a notice of his intent to do so. Upon the receipt by the Board of Directors of any such notice, the Lot created by such combination shall thereafter be deemed to be a single Lot for all purposes of this Declaration, except as hereinafter provided. Notwithstanding the foregoing, the amount of assessments for which such single Lot shall be thereafter liable pursuant to the provisions of Article V of this Declaration shall be equal to the total assessments for which all of the Lots which were so combined would have been liable had such combination not taken place.

Section 3. Architectural Control.

(a) No building, fence, wall, garage, patio, carport, playhouse, swimming pool, mailbox or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to, change in (including, without limitation, any change in the type of roofing material or in the color of the paint, stain or varnish), or alteration of, any of such structures be made until complete and final plans and specifications, setting forth the information hereinafter described, shall have been submitted to, and approved in writing by, the Board of Directors as to the harmony of the exterior design and general quality with the existing standards of the improvements located on the other Lots, and as to location in relation to surrounding structures and topography. In the event the Board of Directors fails to approve or disapprove such design and location within thirty (30) days after said plan and specifications have been submitted to and received by it, approval will not be required, and this Article VI, Section 3 will be deemed to have been fully complied with.

(b) The plans and specifications which must be submitted to the Board of Directors prior to the commencement of any structure upon any Lot, as hereinabove provided, shall contain at least the following information in addition to any other information reasonably requested by the Board of Directors:

(i) A site plan showing the shape and size of the proposed structure and its location on the Lot on which the same is proposed to be constructed; and

(ii) Building plans of the proposed structure which shall include an exterior elevation drawing of the proposed structure.

(c) The Association shall upon demand at any time, furnish to any member of the Association a certificate in writing signed by an officer of the Association, stating that any building, fence, wall, garage, patio, carport, playhouse, swimming pool, mailbox or other structure erected upon such owner's Lot, or any exterior addition to, change in, or alteration of any structure owned by such member on a Lot, is in compliance with the provisions of this Article VI, Section 3, and such certificate shall be conclusive as to whether the same is in such compliance.

(d) In the event that any construction or alteration work is undertaken or performed upon any Lot without application having been first made and approval obtained as provided in paragraph (a) of this Section 3, said construction or alteration work shall be deemed to be in violation of this covenant, and the Person upon whose Lot said construction or alteration work was undertaken or performed may be required to restore to its original condition, at such Person's sole expense, the Lot upon which said construction or alteration was undertaken or performed. Upon the failure or refusal of any Person to perform the restoration required herein, the Board of Directors, or its authorized agents or employees, may, after fourteen (14) days' prior written notice to such Person, enter upon the property upon which such unauthorized construction or alteration work has been performed, and make such restoration as the Board of Directors, in the exercise of its discretion, may deem necessary or advisable. The Person upon whose Lot such restoration work shall have been so performed shall be personally liable to the Association for all direct and indirect costs which the Association shall incur in the performance of such restoration work, and the liability for such cost shall be secured by all the liens, and shall be subject to the same means of collection, as the assessments provided for in Article V of this Declaration. Such costs shall be paid to the Association by the person liable for the same at the same time as the next due Annual Assessment payment, as provided in Article V, Section 4 of this Declaration, or at such earlier time, and in such installments, as the Board of Directors shall determine.

Section 4. Declarant Exemption. Notwithstanding anything stated to the contrary herein, nothing contained in this Article VI shall be construed as prohibiting any construction by the Declarant upon any Lot while such Lot is owned by the Declarant,

provided, however, that such construction is in compliance with the requirements specified in Article VI, Section 1 of this Declaration. Any new construction performed by the Declarant upon any Lot while such Lot is owned by the Declarant shall be exempt from the provisions of this Article VI, Section 3.

Section 5. Architectural Advisory Committee. The Board of Directors shall be authorized to appoint an architectural advisory committee to advise it and assist it in connection with its performance of its responsibilities under this Article VI, Section 3. The functions which may be performed by any such architectural advisory committee shall include, without limitation, reviewing plans and specifications which are submitted to the Board of Directors in connection with proposals to construct or alter improvements upon the Lots and making recommendations to the Board of Directors with respect to such plans and specifications.

## ARTICLE VII RESTRICTIONS

In order to provide for the maximum enjoyment of the Lots by all of the residents thereof and to provide protection for the value of the same, the use of the Lots shall be restricted to, and shall be only in accordance with, the following provisions:

Section 1. Single-Family Use. All of the Lots shall be restricted exclusively to single-family residential use. The term "single-family" shall include one or more related or unrelated adults, as well as the children of any such adults. No Lot shall at any time be used for any commercial, business or professional purpose. Notwithstanding the foregoing, however, nothing set forth in this Section 1 shall prohibit: (a) the Declarant from conducting such sales, leasing and promotional activities on any Lot as the Declarant shall determine (including, but not limited to, using any house on any Lot as a model home and a sales office); or (b) the owner of any Lot from using a portion of a building located on such Lot as an office, provided that such use does not create regular customer or client traffic to and from such Lot and no sign, logo, symbol or nameplate identifying such business is displayed anywhere on such Lot.

Section 2. Prohibited Activities. No noxious or offensive activity shall be conducted on any Lot. Each owner of any Lot, such owner's family, tenants, guests and invitees, shall refrain from any act or use of such Lots which could reasonably be expected to cause embarrassment, discomfort, annoyance or nuisance to any other residence or residents of any other Lot.

Section 3. Nuisances. No nuisance shall be permitted to exist upon any Lot. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot, or any portion thereof.

Section 4. Trash. No portion of any Lot shall be used as a dumping ground for rubbish, trash or garbage, nor shall any trash or garbage be permitted to accumulate upon any Lot. Garbage containers shall be buried or screened on each Lot so that the same shall not be visible from the street or from any part of any other Lot. No burning of any rubbish, trash or garbage shall be permitted.

Section 5. Animals. No Lot shall be used for the keeping or breeding of livestock animals or poultry of any kind, except that a reasonable number of household pets may be kept, provided that they are neither kept for breeding nor maintained for any commercial purpose, and provided that none of such pets are permitted to be a source of annoyance to any other resident or residents of any other Lot.

Section 6. Signs. No sign of any kind or character shall be erected on any portion of any Lot, or displayed to the public on any portion of any Lot, without the prior written consent of the Board of Directors, except for customary name and address signs and one "for sale" sign not exceeding six (6) square feet in size advertising a Lot for sale. The restriction herein stated shall include the prohibition of placement of any sign within a building located on any Lot in a location from which the same shall be visible from the outside and the placement of any sign in or upon any motor vehicle.

Section 7. Antennas; Aerials; Satellite Dishes. No exterior antennas, aerials or satellite dishes shall be constructed or installed on any building located on any Lot or be placed on or affixed to any other portion of any Lot.

Section 8. Clotheslines. No clothesline shall be erected on any portion of any Lot.

Section 9. Window Air-Conditioners. No air-conditioner shall be installed in any window of any building located on any Lot, nor shall any air-conditioner be installed on any building located on any Lot so that the same protrudes through any exterior wall of such building.

Section 10. Temporary Structures. Subject to the right of the Declarant to promote the sale of Lots, no structure of a temporary character, including, without

limitation, any trailer, tent, shack, garage or other building, shall be permitted on any Lot at any time, whether temporarily or permanently, except with the prior written consent of the Board of Directors; provided, however, that temporary structures may be erected or placed upon a Lot for use in connection with the repair or construction of structures upon such Lot.

Section 11. Fences. No fence shall be more than six (6) feet in height. Chain link and other wire fencing is specifically prohibited. The erection of all fences shall be subject to the provisions of Article VII of this Declaration. Except as may be erected by Declarant, there shall be no fences in front of any Unit. Declarant has developed a series of standard fence details, which provide several versions of approved fence construction, design and materials for construction of fences on Units; which standard fence details have been approved by Declarant pursuant to the provisions of Article VII of this Declaration. Any fencing to be constructed by a Unit Owner must conform to one of the standardized fence details which have been pre-approved by Declarant. A description of the current standardized fence details which have been pre-approved by Declarant is attached hereto as Exhibit C and incorporated by this reference. Notwithstanding anything to the contrary set forth herein, Declarant shall have the right from time to time to amend such fence details, add additional fence details, modify existing fence details criteria, or delete fence details criteria, at Declarant's sole discretion, so long as changes shall not be applied retroactively to completed fences located on Units.

Section 12. Vehicles; Trailers; Boats; Automobiles. No boat, trailer, boat trailer, camper, truck or utility trailer shall be permitted to be stored or repaired upon any Lot unless the same is entirely confined within a garage located on such Lot and the door of such garage is kept in a closed position. No automobile may be parked upon any Lot unless the same is parked on a payment area located on such Lot for such purpose, and the same is in operating condition and has affixed thereto a then current license tag and, if applicable, operating sticker.

Section 13. Subdivision of Lots. No Lot may be further subdivided into any smaller Lot.

Section 14. Enforcement by Members. In the event that the owner of any Lot, or any Person who is entitled to occupy any Lot, shall fail to comply with or abide by any term, provision, covenant or restriction of this Declaration, then the owner of any other Lot who is aggrieved by such failure of compliance or abidance shall have the right to proceed at law or in equity to compel such owner or such occupant to comply therewith and abide thereby. Additionally, any owner of any Lot who, or whose lessee, shall fail to

comply with or abide by any such restriction shall be liable for any damages as may be suffered by any other owner of any Lot as a consequence of such failure.

#### ARTICLE VIII MAINTENANCE OF LOTS AND LANDSCAPING

The owner of each Lot shall be obligated to keep and maintain all portions of his Lot, including all improvements, and the portion of the right-of-way on which his Lot is located lying between his Lot and the pavement of the road within such right-of-way in a neat, sanitary and attractive condition which is satisfactory to the Board of Directors. In the event that the owner of any Lot shall fail to maintain all portions of such Lot and the aforesaid portion of the right-of-way in a condition which is satisfactory to the Board of Directors, the Board of Directors shall have the right, exercisable by it or through its agents or employees, and after giving to the owner of such Lot at least fourteen (14) days' prior written notice and an opportunity during such fourteen (14) day period to correct the unsatisfactory condition, to enter upon such Lot and such portion of such right-of-way and correct the unsatisfactory condition, including, without limitation, cutting the grass, weeds and other vegetation and removing dead trees, shrubs and other plants. The owner of the Lot upon which, or upon the right-of-way adjoining which, such maintenance or repair work is performed by the Association (or its agents or employees) shall be personally liable to the Association for all direct and indirect costs as may be incurred by the Association in connection with the performance of such maintenance work, and the liability for such costs shall be secured by all the liens, and shall be subject to the same means of collection, as are the assessments and charges provided in Article V of this Declaration. In addition, all such costs shall be paid to the Association by such owner at the same time as the next due Annual Assessment payment, as provided in Article V, Section 4 of this Declaration, or at such earlier time, and in such installments, as the Board of Directors shall determine.

#### ARTICLE IX AMENDMENT

The terms, provisions, covenants and restrictions of this Declaration may be amended upon the approval of such amendment by: (a) the Declarant, if the Class B membership shall then be in existence; (b) by those members of the Association who own, in the aggregate, no fewer than sixty-seven percent (67%) of the Lots not owned by the Declarant; and (c) HUD and VA, if the Class B membership has not terminated, as provided in Article IV, Section 3 of this Declaration. The approval of any such amendment by the Class A members of the Association shall be given by each such



member either casting a vote in favor of such amendment at a meeting of the Class A members of the Association duly called for such purpose, or by such Class A member signing a written approval of such amendment after the date on which such meeting was held, notwithstanding anything set forth to the contrary in the Articles of Incorporation or Bylaws. If any such amendment is required to be approved by the Declarant and/or HUD and VA, such approval shall be given only by such Person executing a written approval of the same.

Any amendment to the terms, provisions, covenants or restrictions of this Declaration shall become effective only upon the recording in the Deed Records of Fulton County, Georgia, of an instrument certified by the incumbent Secretary of the Association setting forth such amendment; stating that the approval of the members of the Association which, under the provisions of this Article IX, is required for such amendment to be effective, has been given and obtained; and containing the written approval of the Declarant and/or HUD and VA, if the same is required.

The matters set forth in such instrument shall be presumed to be true and accurate and the amendment which is set forth in such instrument shall be effective, unless it is shall be determined by a court of competent jurisdiction that the matters certified to in such instrument are not true and accurate.

Each Person who shall own any Lot, by acceptance of a deed or other conveyance thereto, and by acceptance of such ownership, and by taking record title thereto, and each holder of a mortgage upon any portion of any Lot, by acceptance of such Mortgage, thereby agrees that the terms, provisions, covenants and restrictions of this Declaration may be amended as provided in this Article IX.

Notwithstanding anything contained in this Article IX to the contrary, the Declarant shall not be required to obtain the approval of the members of the Association or the holders of a mortgages upon any portion of any Lot in order to subject the Additional Wellington Property to the Act and the terms, provisions, liens, charges, easements, covenants and restrictions of this Declaration.

## ARTICLE X MISCELLANEOUS

Section 1. Failure of Enforcement. In the event the Association shall fail to enforce the compliance with any of the terms, provisions, covenants and restrictions of this Declaration by the owner of any Lot, then the owner of any other Lot shall have the

right to file an action in the Superior Court of Fulton County, Georgia for an order from such Court requiring that the Association enforce such compliance; provided, however, in no event shall the Board of Directors, or any officer of the Association, or any of their agents, be personally liable to anyone on account of their failure to enforce any of the terms, provisions, covenants or restrictions set forth in this Declaration.

Section 2. Waivers. In no event shall the failure by the Association to insist in any one or more cases upon the strict performance of any of the terms, provisions, covenants or restrictions set forth in this Declaration be construed as a waiver or relinquishment of the future enforcement of any such term, provision, covenant or restriction. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, provision, covenant or restriction shall not be deemed a waiver of such breach, and no waiver by the Association of any term, provision, covenant or restriction shall be deemed to have been made unless expressed in writing and signed by a duly authorized officer of the Association.

Section 3. Duration. This Declaration, and all of the terms, easements, provisions, liens, charges, restrictions and covenants set forth herein, shall run with and bind the land (the Lots), shall be and shall remain in effect, and shall inure to the benefit of, and be enforceable by, the Association, and by any owner of any Lot, their respective legal representatives, heirs, successors and assigns, perpetually or if perpetual existence is not permitted by applicable law, the longest period of time which is permitted by applicable law.

Section 4. Notices. Any notice required to be sent to any member of the Association pursuant to any provision of this Declaration may be served by depositing such notice in the United States mail, postage prepaid, addressed to the member to whom it is intended, at the address which such member shall have furnished to the Secretary of the Association in accordance with the Bylaws, or, in the absence of any such address having been so furnished to the Secretary of the Association, at the address of any Lot owned by such member. The date of service shall be deemed to be the date of mailing.

Section 5. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 6. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons or other entities violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Lots, to enforce any liens created by this Declaration.

Section 7. Successors to Declarant. In no event shall any person or other entity succeeding to the interest of the Declarant by operation of law or through purchase of the Declarant's interest in all or any portion of the Wellington Property at foreclosure, sale under power or by deed in lieu of foreclosure, be liable for any act, omission or matter occurring, or arising from any act, omission or matter occurring, prior to the date such successor succeeded to the interest of the Declarant.

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IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed by its duly authorized officer as of the Date of this Declaration.

DECLARANT:

PULTE HOME CORPORATION,  
a Michigan corporation

Signed, sealed and delivered  
in the presence of:

*Sandhya Meek*

Unofficial Witness

*Dora Smith*  
Notary Public

By: *[Signature]*

Title: VICE PRESIDENT

[CORPORATE SEAL]

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

[Affix Notarial Seal]

Exhibit A

Description of Property  
Pod D-1

All of that tract or parcel of land lying and being in Land Lots 312, 313, and 317 of the 1st District, 1st Section of Fulton County, Georgia and being more particularly described as follows:

Commencing at the southwest corner of Land Lot 317 (said corner being common to Land Lots 311, 312, 317 and 318) and proceeding South 88 degrees 53 minutes 52 seconds East along the southerly line of Land Lot 317 for a distance of 362.35 feet to a point; thence departing the southerly line of Land Lot 317 and proceeding North 65 degrees 36 minutes 39 seconds East for a distance of 190.97 feet to a point; thence along a curve to the left having a radius of 100.00 feet and an arc length of 112.70 feet, being subtended by a chord of North 33 degrees 19 minutes 32 seconds East for a distance of 106.83 feet to a point; thence North 01 degrees 02 minutes 26 seconds East for a distance of 210.50 feet to the Point of Beginning; from the Point of Beginning thus established proceed thence North 88 degrees 57 minutes 34 seconds West for a distance of 170.69 feet to a point; thence South 80 degrees 00 minutes 00 seconds West for a distance of 75.00 feet to a point; thence South 65 degrees 00 minutes 00 seconds West for a distance of 195.00 feet to a point; thence North 77 degrees 30 minutes 00 seconds West for a distance of 170.00 feet to a point; thence North 29 degrees 00 minutes 00 seconds West for a distance of 85.00 feet to a point; thence North 10 degrees 00 minutes 00 seconds West for a distance of 130.00 feet to a point; thence North 01 degrees 30 minutes 00 seconds West for a distance of 180.00 feet to a point; thence North 51 degrees 00 minutes 00 seconds West for a distance of 240.00 feet to a point; thence South 47 degrees 00 minutes 00 seconds West for a distance of 240.00 feet to a point; thence South 77 degrees 00 minutes 00 seconds West for a distance of 260.00 feet to a point; thence North 73 degrees 00 minutes 00 seconds West for a distance of 85.00 feet to a point; thence North 84 degrees 00 minutes 00 seconds West for a distance of 110.00 feet to a point; thence along a curve to the right having a radius of 450.00 feet and an arc length of 360.11 feet, being subtended by a chord of North 20 degrees 18 minutes 03 seconds East for a distance of 350.58 feet to a point; thence South 57 degrees 00 minutes 00 seconds East for a distance of 85.00 feet to a point; thence South 83 degrees 00 minutes 00 seconds East for a distance of 55.00 feet to a point; thence North 58 degrees 17 minutes 06 seconds East for a distance of 60.00 feet to a point; thence North 47 degrees 30 minutes 00 seconds East for a distance of 340.00 feet to a point; thence North 38 degrees 33 minutes 32 seconds East for a distance of 135.00 feet to a point; thence South 56 degrees 00 minutes 00 seconds East for a distance of 130.00 feet to a point; thence South 33 degrees 00 minutes 01 seconds East for a distance of 54.32 feet to a point; thence South 51 degrees 26 minutes 52 seconds East for a distance of 125.00 feet to a point; thence South 24 degrees 43 minutes 10 seconds West for a distance of 40.00 feet to a point; thence South 43 degrees 00 minutes 00 seconds East for a distance of 185.00 feet to a point; thence South 88 degrees 00 minutes 00 seconds East for a distance of 115.00 feet to a point; thence North 69 degrees 30 minutes 00 seconds East for a distance of 120.00 feet to a point; thence North 82 degrees 30

minutes 00 seconds East for a distance of 55.00 feet to a point; thence North 17 degrees 30 minutes 00 seconds East for a distance of 135.00 feet to a point; thence North 14 degrees 44 minutes 30 seconds West for a distance of 45.60 feet to a point; thence North 01 degrees 00 minutes 00 seconds West for a distance of 126.63 feet to a point; thence North 89 degrees 30 minutes 00 seconds East for a distance of 487.32 feet to a point on the westerly right-of-way of Finley Road (40 foot right-of-way); thence along the westerly right-of-way of Finley Road (40 foot right-of-way) following a curve to the left having a radius of 317.61 feet and an arc length of 131.34 feet, being subtended by a chord of South 03 degrees 13 minutes 39 seconds East for a distance of 130.41 feet to a point; thence departing the westerly right-of-way of Finley Road (40 foot right-of-way) and proceeding South 69 degrees 56 minutes 34 seconds West for a distance of 11.76 feet to a point; thence South 20 degrees 03 minutes 26 seconds East for a distance of 17.89 feet to a point; thence South 07 degrees 12 minutes 39 seconds East for a distance of 36.23 feet to a point; thence South 27 degrees 43 minutes 57 seconds East for a distance of 99.10 feet to a point; thence South 29 degrees 58 minutes 57 seconds West for a distance of 27.02 feet to a point; thence South 51 degrees 04 minutes 55 seconds West for a distance of 71.68 feet to a point; thence along a curve to the right having a radius of 200.00 feet and an arc length of 44.70 feet, being subtended by a chord of South 57 degrees 29 minutes 04 seconds West for a distance of 44.61 feet to a point; thence South 63 degrees 53 minutes 14 seconds West for a distance of 126.32 feet to a point; thence along a curve to the left having a radius of 250.00 feet and an arc length of 274.22 feet, being subtended by a chord of South 32 degrees 27 minutes 50 seconds West for a distance of 260.68 feet to a point; thence South 01 degrees 02 minutes 26 seconds West for a distance of 273.10 feet to the Point of Beginning, the above described property is more particularly shown as Pod "D-1" and having 21.014 acres and is described according to that certain Survey for Pulte Home Corporation and NationsBank by Watts & Browning Engineers, Inc., G.M. Gillespie, Georgia Registered Land Surveyor, Number 2121, dated March 4, 1994, last revised April 24, 1995, which plat of survey is incorporated herein by this reference and made a part of this description.

#### Pod E-1

Together with all of that tract or parcel of land lying and being in Land Lots 311, 312 and 317 of the 1st District, 1st Section of Fulton County, Georgia and being more particularly described as follows:

Beginning at the southwest corner of Land Lot 317 (said corner being common to Land Lots 311, 312, 317 and 318) and proceeding thence North 62 degrees 12 minutes 42 seconds West for a distance of 50.00 feet to a point; thence North 77 degrees 01 minutes 00 seconds West for a distance of 60.00 feet to a point; thence along a curve to the right having a radius of 425.34 feet and an arc length of 57.24 feet, being subtended by a chord of South 18 degrees 08 minutes 42 seconds West for a distance of 57.19 feet to a point; thence South 22 degrees 00 minutes 00 seconds West for a distance of 137.42 feet to a point; thence along a curve to the right having a radius of 250.00 feet and an arc length of 84.08 feet, being subtended by a chord of South 31

degrees 38 minutes 06 seconds West for a distance of 83.69 feet to a point; thence South 43 degrees 00 minutes 00 seconds East for a distance of 17.31 feet to a point; thence along a curve to the right having a radius of 225.00 feet and an arc length of 82.69 feet, being subtended by a chord of South 32 degrees 28 minutes 18 seconds East for a distance of 82.23 feet to a point; thence North 61 degrees 35 minutes 44 seconds East for a distance of 173.18 feet to a point; thence South 02 degrees 01 minutes 00 seconds West along the easterly line of Land Lot 311 for a distance of 235.00 feet to a point; thence departing the easterly line of Land Lot 311 and proceeding North 87 degrees 58 minutes 13 seconds West for a distance of 179.96 feet to a point; thence North 02 degrees 01 minute 47 seconds East for a distance of 55.86 feet to a point; thence along a curve to the left having a radius of 175 feet and an arc length of 20.29 feet, being subtended by a chord of North 01 degrees 17 minutes 31 seconds West for a distance of 20.28 feet to a point; thence South 54 degrees 11 minutes 14 seconds West for a distance of 48.94 feet to a point; thence North 35 degrees 30 minutes 00 seconds West for a distance of 130.00 feet to a point; thence North 06 degrees 03 minutes 03 seconds West for a distance of 57.42 feet to a point; thence North 43 degrees 30 minutes 00 seconds West for a distance of 170.00 feet to a point; thence North 74 degrees 30 minutes 00 seconds West for a distance of 105.00 feet to a point; thence North 59 degrees 30 minutes 00 seconds West for a distance of 285.00 feet to a point; thence North 76 degrees 00 minutes 00 seconds West for a distance of 70.00 feet to a point; thence South 81 degrees 03 minutes 16 seconds West for a distance of 45.00 feet to a point; thence North 25 degrees 22 minutes 09 seconds West for a distance of 35.00 feet to a point; thence North 51 degrees 30 minutes 00 seconds West for a distance of 120.00 feet to a point; thence along a curve to the right having a radius of 675.00 feet and an arc length of 69.97 feet, being subtended by a chord of North 46 degrees 01 minutes 49 seconds East for a distance of 69.94 feet to a point; thence North 49 degrees 00 minutes 00 seconds East for a distance of 52.43 feet to a point; thence along a curve to the left having a radius of 225.00 feet and an arc length of 225.80 feet, being subtended by a chord of North 20 degrees 15 minutes 00 seconds East for a distance of 216.44 feet to a point; thence North 08 degrees 30 minutes 00 seconds West for a distance of 155.05 feet to a point; thence along a curve to the right having a radius of 450.00 feet and an arc length of 46.15 feet, being subtended by a chord of North 05 degrees 33 minutes 44 seconds West for a distance of 46.13 feet to a point; thence South 84 degrees 00 minutes 00 seconds East for a distance of 110.00 feet to a point; thence South 73 degrees 00 minutes 00 seconds East for a distance of 85.00 feet to a point; thence North 77 degrees 00 minutes 00 seconds East for a distance of 260.00 feet to a point; thence North 47 degrees 00 minutes 00 seconds East for a distance of 240.00 feet to a point; thence South 51 degrees 00 minutes 00 seconds East for a distance of 240.00 feet to a point; thence South 01 degrees 30 minutes 00 seconds East for a distance of 180.00 feet to a point; thence South 10 degrees 00 minutes 00 seconds East for a distance of 130.00 feet to a point; thence South 29 degrees 00 minutes 00 seconds East for a distance of 85.00 feet to a point; thence South 77 degrees 30 minutes 00 seconds East for a distance of 170.00 feet to a point; thence North 65 degrees 00 minutes 00 seconds East for a distance of 195.00 feet to a point; thence North 80 degrees 00 minutes 00 seconds East for a distance of 75.00 feet to a point; thence South 88 degrees 57 minutes 34 seconds East for a distance of 170.69 feet to a point; thence South 01 degrees 02 minutes 26 seconds West for a distance of 210.50 feet to a point; thence along a curve to the

right having a radius of 100.00 feet and an arc length of 112.70 feet, being subtended by a chord of South 33 degrees 19 minutes 32 seconds West for a distance of 106.83 feet to a point; thence South 65 degrees 36 minutes 39 seconds West for a distance of 190.97 feet to a point on the southerly line of Land Lot 317; thence North 88 degrees 53 minutes 52 seconds West along the southerly line of Land Lot 317 for a distance of 362.35 feet to the Point of Beginning, the above described property is more particularly ;shown as Pod "E-1" and having 20.716 acres and is described according to that certain Survey for Pulte Home Corporation and NationsBank of Georgia, N.A. by Watts & Browning Engineers, Inc., G. M. Gillespie, Georgia Registered Land Surveyor, Number 2121, dated March 4, 1994, last revised April 24, 1995, which plat of survey is incorporated herein by this reference and made a part of this description.

22630910.W51



EXHIBIT B

Additional Wellington Property

04/24/95  
950411

Description of Property  
Sargent Road ~ Tract One-A

All of that tract or parcel of land lying and being in Land Lots 274, 275, 276, 311, 312, and 313 of the 1st District, 1st Section of Fulton County, Georgia and being more particularly described as follows:

Commencing at a point formed by the intersection of the northerly r/w of Abbotts Bridge Road (60' r/w) and the easterly line of Land Lot 276 and proceeding North 89° 16' 50" West along the northerly r/w of Abbotts Bridge Road (60' r/w) for a distance of 174.59' to the Point of Beginning; from the Point of Beginning thus established proceed thence North 89° 16' 50" West along the northerly r/w of Abbotts Bridge Road (60' r/w) for a distance of 124.59' to a point; thence departing the northerly r/w of Abbotts Bridge Road (60' r/w) and proceeding North 00° 58' 35" East for a distance of 1207.60' to a point on the northerly line of Land Lot 276; thence North 88° 51' 39" West along the northerly line of Land Lot 275 for a distance of 970.39' to the northwest corner of Land Lot 276 (said corner being common to Land Lots 267, 268, 275 and 276); thence North 00° 03' 49" West along the westerly line of Land Lot 275 for a distance of 1200' more or less to a point located on the centerline of a creek; thence in a easterly direction along the centerline of said creek for a distance of 905' more or less to a point where said creek centerline intersects the centerline of a second creek; thence departing the centerline of said first creek and proceeding in a northerly direction along the centerline of said second creek for a distance of 1476' more or less to a point where the centerline of said second creek intersects the northerly line of Land Lot 274; thence departing the centerline of said second creek and proceeding South 89° 51' 44" East along the northerly line of Land Lot 274 for a distance of 556' more or less to the northeast corner of Land Lot 274 (said corner being common to Land Lots 273, 274, 312, and 313); thence North 89° 31' 51" East along the northerly line of Land Lot 312 for a distance of 77.08' to a point; thence departing the northerly line of Land Lot 312 and proceeding North 29° 50' 30" East for a distance of 570.44' to a point; thence North 35° 23' 45" East for a distance of 183.12' to a point; thence North 39° 41' 02" West for a distance of 328.93' to a point; thence North 53° 08' 41" East for a distance of 100.92' to a point; thence North 68° 48' 41" East for a distance of 130.00' to a point; thence North 47° 03' 41" East for a distance of 85.00' to a point; thence North 23° 53' 41" East for a distance of 90.00' to a point; thence North 58° 28' 41" East for a distance of 125.00' to a point on the southerly r/w of Sargent Road (60' r/w); thence along the southerly r/w of Sargent Road (60' r/w) the following courses and distances: (1) along a curve to the left having a radius of 2781.589' and an arc length of 244.04', being subtended by a chord of South 84° 12' 29" East for a distance of 243.97' to a point; (2) thence South 88° 43' 16" East for a distance of 15.84' to a point; (3) thence along a curve to the left having a radius of 758.443' and an arc length of 86.85', being subtended by a chord of North 89° 59' 53" East for a distance of 86.80' to a point; (4) thence along a curve to the left having a radius of 2018.465' and an arc length of 31.29', being subtended by a chord of North 86° 16' 25" East for a distance of 31.29' to a point; thence departing the southerly r/w of Sargent Road (60' r/w) and following the westerly side of a proposed road the following courses and distances: (1) South 06° 00' 00" East for a distance of 148.59' to a point; (2) thence along a curve to the left having a radius of 420.00' and an arc length of 153.94', being subtended by a chord of South 16° 30' 00" East for a distance of 153.08' to a point; (3) thence South 27° 00' 00" East for a distance of 134.91' to a point; (4) thence along a curve to the right having a radius of 353.87' and an arc length of 342.78', being subtended by a chord of South 00° 45' 00" West for a distance of 329.54' to a point; (5) thence South 28° 30' 00" West for a distance of 165.90' to a point; (6) thence along a curve to the right having a radius of 1200.00' and an arc length of 408.41', being subtended by a chord of South 38° 15' 00" West for a distance of 408.44' to a point; (7) thence South 48° 00' 00" West for a distance of 304.28' to a point; (8) thence along a curve to the left having a radius of 500.00' and an arc length of 493.06', being subtended by a chord of South 19° 45' 00" West for a distance of 473.32' to a point; (9) thence South 08° 30' 00" East for a distance of 155.05' to a point; (10)

thence along a curve to the right having a radius of 175.00' and an arc length of 175.62', being subtended by a chord of South 20° 15' 00" West for a distance of 168.35' to a point; (11) thence South 49° 00' 00" West for a distance of 52.43' to a point; (12) thence along a curve to the left having a radius of 725.00' and an arc length of 170.82', being subtended by a chord of South 42° 15' 00" West for a distance of 170.43' to a point; (13) thence South 35° 30' 00" West for a distance of 58.81' to a point; (14) thence along a curve to the right having a radius of 1125.00' and an arc length of 137.44', being subtended by a chord of South 39° 00' 00" West for a distance of 137.38' to a point; (15) thence South 42° 30' 00" West for a distance of 128.65' to a point; (16) thence along a curve to the left having a radius of 275.00' and an arc length of 258.78', being subtended by a chord of South 15° 45' 00" West for a distance of 247.55' to a point; (17) thence South 11° 00' 00" East for a distance of 261.49' to a point; (18) thence along a curve to the right having a radius of 414.96' and an arc length of 365.74', being subtended by a chord of South 14° 15' 00" West for a distance of 354.02' to a point; (19) thence along a curve to the right having a radius of 403.88' and an arc length of 266.81', being subtended by a chord of South 58° 25' 34" West for a distance of 261.98' to a point; (20) thence South 17° 40' 00" East for a distance of 97.62' to a point; (21) thence along a curve to the right having a radius of 312.03' and an arc length of 102.32', being subtended by a chord of South 08° 16' 21" East for a distance of 101.88' to a point; (22) thence South 01° 07' 19" West for a distance of 1215.41' to the Point of Beginning. Said tract contains 92.0 acres more or less to the centerline of creeks.

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04/20/95  
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Description of Property  
Sargent Road ~ Tract One-B

All of that tract or parcel of land lying and being in Land Lots 276, 311, 312, 313, 315, 316 and 317 of the 1st District, 1st Section of Fulton County, Georgia and being more particularly described as follows:

Beginning at the point formed by the intersection of the northerly r/w of Abbotts Bridge Road (60' r/w) and the easterly line of Land Lot 276 and proceeding thence North 89° 16' 50" West along the northerly r/w of Abbotts Bridge Road (60' r/w) for a distance of 174.59' to a point; thence departing the northerly r/w of Abbotts Bridge Road (60' r/w) and following the westerly side of a proposed road the following courses and distances: (1) North 01° 07' 19" East for a distance of 1215.41' to a point; (2) thence along a curve to the left having a radius of 312.03' and an arc length of 102.32', being subtended by a chord of North 08° 16' 21" West for a distance of 101.86' to a point; (3) thence North 17° 40' 00" West for a distance of 97.62' to a point; (4) thence along a curve to the left having a radius of 403.86' and an arc length of 266.81', being subtended by a chord of North 58° 25' 34" East for a distance of 261.98' to a point; (5) thence along a curve to the left having a radius of 414.96' and an arc length of 385.74', being subtended by a chord of North 14° 15' 00" East for a distance of 354.02' to a point; (6) thence North 11° 00' 00" West for a distance of 261.49' to a point; (7) thence along a curve to the right having a radius of 275.00' and an arc length of 256.78', being subtended by a chord of North 15° 45' 00" East for a distance of 247.55' to a point; (8) thence North 42° 30' 00" East for a distance of 128.65' to a point; (9) thence along a curve to the left having a radius of 1125.00' and an arc length of 137.44', being subtended by a chord of North 39° 00' 00" East for a distance of 137.36' to a point; (10) thence North 35° 30' 00" East for a distance of 56.81' to a point; (11) thence along a curve to the right having a radius of 725.00' and an arc length of 170.82', being subtended by a chord of North 42° 15' 00" East for a distance of 170.43' to a point; (12) thence North 49° 00' 00" East for a distance of 52.43' to a point; (13) thence along a curve to the left having a radius of 175.00' and an arc length of 175.62', being subtended by a chord of North 20° 15' 00" East for a distance of 168.35' to a point; (14) thence North 08° 30' 00" West for a distance of 155.05' to a point; (15) thence along a curve to the right having a radius of 500.00' and an arc length of 493.06', being subtended by a chord of North 19° 45' 00" East for a distance of 473.32' to a point; (16) thence North 48° 00' 00" East for a distance of 304.28' to a point; (17) thence along a curve to the left having a radius of 1200.00' and an arc length of 408.41', being subtended by a chord of North 38° 15' 00" East for a distance of 408.44' to a point; (18) thence North 28° 30' 00" East for a distance of 165.90' to a point; (19) thence along a curve to the left having a radius of 353.87' and an arc length of 342.78', being subtended by a chord of North 00° 45' 00" East for a distance of 329.54' to a point; (20) thence North 27° 00' 00" West for a distance of 134.91' to a point; (21) thence along a curve to the right having a radius of 420.00' and an arc length of 153.94', being subtended by a chord of North 18° 30' 00" West for a distance of 153.08' to a point; (22) thence North 08° 00' 00" West for a distance of 148.59' to a point on the southerly r/w of Sargent Road (60' r/w); thence along the southerly r/w of Sargent Road (60' r/w) the following courses and distances: (1) along a curve to the left having a radius of 2018.465' and an arc length of 222.45', being subtended by a chord of North 82° 40' 20" East for a distance of 222.34' to a point; (2) thence North 79° 30' 54" East for a distance of 868.43' to a point; (3) thence along a curve to the left having a radius of 3884.18' and an arc length of 125.98', being subtended by a chord of North 78° 32' 07" East for a distance of 125.97' to a point; (4) thence along a curve to the left having a radius of 1344.27' and an arc length of 240.91', being subtended by a chord of North 72° 25' 18" East for a distance of 240.59' to a point formed by the intersection of the southerly r/w of Sargent Road (60' r/w) and the westerly r/w of Finley Road (40' r/w); thence along the westerly r/w of Finley Road (40' r/w) the following courses and distances: (1) thence South 27° 44' 12" East for a distance of 96.76' to a point; (2) thence along a curve to the right having a radius of 581.43' and an arc length of 268.81', being subtended by a chord of South 14° 30' 06"

East for a distance of 266.23' to a point; (3) thence South 01° 16' 00" East for a distance of 145.70' to a point; (4) thence along a curve to the right having a radius of 1796.87' and an arc length of 168.15', being subtended by a chord of South 01° 24' 51" West for a distance of 168.09' to a point; (5) thence along a curve to the right having a radius of 942.96' and an arc length of 128.29', being subtended by a chord of South 07° 59' 34" West for a distance of 128.19' to a point; (6) thence South 11° 53' 25" West for a distance of 125.59' to a point; (7) thence along a curve to the right having a radius of 1148.81' and an arc length of 53.77', being subtended by a chord of South 13° 13' 53" West for a distance of 53.77' to a point; (8) thence South 14° 34' 20" West for a distance of 32.60' to a point; (9) thence along a curve to the right having a radius of 568.30' and an arc length of 230.46', being subtended by a chord of South 28° 11' 23" West for a distance of 228.89' to a point; (10) thence South 37° 48' 26" West for a distance of 125.10' to a point; (11) thence along a curve to the left having a radius of 457.74' and an arc length of 143.89', being subtended by a chord of South 28° 48' 52" West for a distance of 143.10' to a point; (12) thence along a curve to the left having a radius of 123.75' and an arc length of 24.20', being subtended by a chord of South 14° 13' 13" West for a distance of 24.16' to a point; (13) thence South 08° 37' 09" West for a distance of 21.78' to a point; (14) thence along a curve to the left having a radius of 317.61' and an arc length of 131.34', being subtended by a chord of South 03° 13' 39" East for a distance of 130.41' to a point; thence departing the westerly 40' r/w of Finley Road and proceeding South 69° 56' 34" West for a distance of 11.76' to a point; thence South 20° 03' 26" East for a distance of 17.89' to a point; thence South 07° 12' 39" East for a distance of 36.23' to a point; thence South 27° 43' 57" East for a distance of 99.10' to a point; thence South 29° 58' 57" West for a distance of 27.02' to a point; thence South 51° 04' 55" West for a distance of 71.68' to a point; thence along a curve to the right having a radius of 200.00' and an arc length of 44.70', being subtended by a chord of South 57° 29' 04" West for a distance of 44.61' to a point; thence South 63° 53' 14" West for a distance of 126.32' to a point; thence along a curve to the left having a radius of 250.00' and an arc length of 274.22', being subtended by a chord of South 32° 27' 50" West for a distance of 260.68' to a point; thence South 01° 02' 26" West for a distance of 483.60' to a point; thence along a curve to the right having a radius of 100.00' and an arc length of 112.70', being subtended by a chord of South 33° 19' 32" West for a distance of 108.83' to a point; thence South 65° 36' 39" West for a distance of 190.97' to a point on the southerly line of Land Lot 317; thence North 88° 53' 52" West along the southerly line of Land Lot 317 for a distance of 362.35' to the southwest corner of Land Lot 317 (said corner being common to Land Lots 311, 312, 317 and 318); thence South 02° 01' 00" West along the easterly line of Land Lot 311 for a distance of 630.61' to a point; thence South 02° 01' 47" West continuing along the easterly line of Land Lot 311 for a distance of 688.61' to the southeast corner of Land Lot 311 (said corner being common to Land Lots 310, 311, 318 and 319); thence North 88° 50' 15" West along the southerly line of Land Lot 311 for a distance of 1363.50' to the southwest corner of Land Lot 311 (said corner being common to Land Lots 275, 276, 310, and 311); thence South 01° 16' 05" West along the easterly line of Land Lot 276 for a distance of 1205.39' to the Point of Beginning. Said tract contains 135.189 acres.

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4/20/95  
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Description of Property  
Finley Road ~ Tract Two

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

Beginning at the northeast corner of Land Lot 317 (said corner being common to Land Lots 316, 317, 350 and 351) and proceeding thence South  $00^{\circ} 07' 41''$  East along the easterly line of Land Lot 317 for a distance of 659.83' to a point; thence departing the easterly line of Land Lot 317 and proceeding South  $89^{\circ} 52' 08''$  West for a distance of 25.88' to a point on the easterly r/w of Finley Road (40' r/w); thence along the easterly r/w of Finley Road (40' r/w) the following courses and distances: (1) along a curve to the left having a radius of 515.565' and an arc length of 72.53', being subtended by a chord of North  $13^{\circ} 36' 16''$  West for a distance of 72.47' to a point; (2) thence along a curve to the left having a radius of 216.790' and an arc length of 104.56', being subtended by a chord of North  $31^{\circ} 27' 04''$  West for a distance of 103.55' to a point; (3) thence North  $45^{\circ} 16' 04''$  West for a distance of 142.90' to a point; (4) thence along a curve to the right having a radius of 981.209' and an arc length of 210.82', being subtended by a chord of North  $39^{\circ} 08' 45''$  West for a distance of 210.42' to a point; (5) thence North  $32^{\circ} 57' 26''$  West for a distance of 25.40' to a point; (6) thence along a curve to the right having a radius of 277.611' and an arc length of 201.45', being subtended by a chord of North  $12^{\circ} 10' 08''$  West for a distance of 197.06' to a point; (7) thence North  $08^{\circ} 37' 09''$  East for a distance of 20.36' to a point where the easterly r/w of Finley Road (40' r/w) intersects the northerly line of Land Lot 317; thence departing the easterly line of Land Lot 317 and proceeding North  $89^{\circ} 31' 06''$  East along the northerly line of Land Lot 317 for a distance of 381.86' to the Point of Beginning. Said tract contains 3.554 acres.

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LESS AND EXCEPT all that tract or parcel of land more particularly described in Exhibit A attached hereto and made a part hereof by this reference and all that tract or parcel of land more particularly described in Exhibit B-1 attached hereto and made a part hereof by this reference.

EXHIBIT B-1

950411

Description of Property

Common Area No. 1 - Wellington

All that tract or parcel of land lying and being in Land Lot 313 of the 1st District and the 1st Section of Fulton County, Georgia and being more particularly described as follows:

Beginning at the intersection formed by the westerly r/w of a proposed road (variable r/w) and the southerly r/w of Sargent Road (proposed 90' r/w) and running thence southerly along the westerly r/w of said proposed road (variable r/w) the following courses and distances: along the arc of a curve to the right 30.59 feet (said arc having a chord distance of 27.70 feet on a bearing of S49°49'18"E and a radius of 20.00 feet); thence S06°00'00"E, 114.30 feet; thence along the arc of a curve to the left 153.94 feet (said arc having a chord distance of 153.08 feet on a bearing of S16°30'00"E and a radius of 420.00 feet); thence S27°00'00"E, 10.90 feet to a point; running thence S63°00'00"W, and departing the southwesterly r/w of said proposed road, a distance of 125.00 feet to a point; running thence N06°00'00"W a distance of 90.00 feet to a point; running thence N12°46'00"W a distance of 225.00 feet to a point; running thence N83°13'05"W a distance of 165.00 feet to a point; running thence S84°00'00"W a distance of 220.00 feet to a point; running thence N23°53'41"E a distance of 15.00 feet to a point; running thence N58°28'41"E a distance of 101.67 feet to a point on the southerly r/w of Sargent Road (proposed 90' r/w); running thence easterly along the southerly r/w of Sargent Road (proposed 90' r/w) the following courses and distances: along the arc of a curve to the left 263.28 feet (said arc having a chord distance of 263.18 feet on a bearing of S84°01'28"E and a radius of 2796.59 feet); thence S86°43'18"E, 15.84 feet; thence along the arc of a curve to the left 88.56 (said arc having a chord distance of 88.52 feet on a bearing of N89°59'53"E and a radius of 773.44 feet); thence along the arc of a curve to the left 12.82 feet to the westerly r/w of a proposed road (variable r/w) and the point of beginning (said arc having a chord distance of 12.82 feet on a bearing of N86°32'14"E and a radius of 2033.47 feet); said tract containing 1.06676 acres or 46,468 sq.ft..

950411

Description of Property

Common Area No. 2 - Wellington

All that tract of parcel of land lying and being in Land Lot 313 of the 1st District and 1st Section of Fulton County, Georgia and being more particularly described as follows:

Beginning at the intersection formed by the southerly r/w of Sargent Road (proposed 90' r/w) and the easterly r/w of a proposed road (variable r/w) and running thence easterly along the southerly r/w of Sargent Road (proposed 90' r/w) and along the arc of a curve to the left 103.00 feet to a point (said arc having a chord distance of 102.99 feet on a bearing of N81°16'39"E and a radius of 2033.47 feet); running thence S38°04'10"W, and departing the southerly r/w of Sargent Road, a distance of 115.00 feet to a point; running thence S05°28'13"W a distance of 105.00 feet to a point; running thence S27°00'00"E a distance of 125.00 feet to a point; running thence S63°00'00"W a distance of 25.00 feet to a point on the easterly r/w of a proposed road (variable r/w); running thence northerly along the easterly r/w of said proposed road (variable r/w) the following courses and distances: N27°00'00"W, 58.88 feet; thence along the arc of a curve to the right 120.95 feet (said arc having a chord distance of 120.28 feet on a bearing of N16°30'00"W and a radius of 330.00 feet); thence N06°00'00"W, 113.07 feet; thence along the arc of a curve to the right 30.97 feet to the southerly r/w of Sargent Road (proposed 90' r/w) and the point of beginning (said arc having a chord distance of 27.97 feet on a bearing of N38°21'52"E and a radius of 20.00 feet); said tract containing 0.28948 of an acre or 12,610 sq.ft..



## Description of Property

Common Area No. 3 - Wellington

All that tract or parcel of land lying and being in Land Lots 275, 276 & 311 of the 1st District and 1st Section of Fulton County, Georgia and being more particularly described as follows:

Beginning at the northeast corner of Land Lot 276 (said corner being the common corner of Land Lots 275, 276, 310 & 311) and running thence  $S01^{\circ}16'05''W$  along the east line of Land Lot 276 a distance of 100.00 feet to a point; running thence  $N49^{\circ}12'55''W$ , and departing the east line of Land Lot 276, a distance of 166.15 feet to a point on the easterly r/w of a proposed 50' street; running thence northerly and westerly along the easterly and northerly r/w of said proposed 50' street, and along the arc of a curve to the left, a distance of 348.59 feet to a point ( said arc having a chord distance of 314.91 feet on a bearing of  $N46^{\circ}58'22''W$  and a radius of 225.51 feet); running thence  $N02^{\circ}50'48''W$ , and departing the northerly r/w of said proposed 50' road, a distance of 63.90 feet to a point; running thence  $N21^{\circ}00'00''E$  a distance of 285.00 feet to a point; running thence  $N17^{\circ}00'00''E$  a distance of 140.00 feet to a point; running thence  $N05^{\circ}00'00''W$  a distance of 160.00 feet to a point; running thence  $N35^{\circ}51'02''W$  a distance of 425.00 feet to a point; running thence  $N10^{\circ}53'22''E$  a distance of 72.00 feet to a point; running thence  $S85^{\circ}31'05''E$  a distance of 128.00 feet to a point; running thence  $S35^{\circ}00'00''E$  a distance of 235.00 feet to a point; running thence  $S33^{\circ}00'00''E$  a distance of 210.00 feet to a point; running thence  $S56^{\circ}09'33''E$  a distance of 170.00 feet to a point; running thence  $S29^{\circ}18'11''E$  a distance of 169.28 feet to a point; running thence  $S00^{\circ}17'29''W$  a distance of 90.00 feet to a point; running thence  $S26^{\circ}00'00''E$  a distance of 360.00 feet to a point; running thence  $S57^{\circ}00'00''E$  a distance of 180.00 feet to a point; running thence  $S76^{\circ}44'41''E$  a distance of 130.00 feet to a point; running thence  $S26^{\circ}14'45''E$  a distance of 125.00 feet to a point on the south line of Land Lot 311; running thence  $N88^{\circ}50'15''W$  along the south line of Land Lot 311 a distance of 623.50 feet to the northeast corner of Land Lot 276 and the point of beginning; said tract containing 11.44317 acres or 498,464 sq.ft.

950411

Description of Property

Common Area No. 4 - Wellington

All that tract or parcel of land lying and being in Land Lot 276 of the 1st District and 1st Section of Fulton County, Georgia and being more particularly described as follows:

To reach the point of beginning: commence at the intersection formed by the east line of Land Lot 276 and the northerly r/w of Abbotts Bridge Road (60' r/w) and proceed thence N01°16'05"E along the east line of Land Lot 276 for a distance of 45.00 feet to the point of beginning: from the point of beginning thus established running thence N89°16'50"W, and departing the east line of Land Lot 276, a distance of 124.7 feet to a point on the easterly r/w of a proposed 50' street; running thence N01°07'19"E along the easterly r/w of said proposed 50' street a distance of 45.00 feet to a point; running thence S88°52'41"E, and departing the easterly r/w of said proposed 50' street, a distance of 124.81 feet to a point on the east line of Land Lot 276; running thence S01°16'05"W along the east line of Land Lot 276 a distance of 44.12 feet to the point of beginning; said tract containing 0.12762 of an acre or 5,559 sq. ft..

950411

Description of Property

Common Area No. 5 - Wellington

All that tract or parcel of land lying and being in Land Lot 276 of the 1st District and 1st Section of Fulton County, Georgia and being more particularly described as follows:

To reach the point of beginning: commence at the intersection formed by the east line of Land Lot 276 and the northerly r/w of Abbotts Bridge Road (60' r/w) and proceed thence N89°16'50"W along the northerly r/w of Abbotts Bridge Road (60' r/w) for a distance of 299.18 feet to a point; proceed thence N00°58'35"E, and departing the northerly r/w of Abbotts Bridge Road, for a distance of 45.00 feet to the point of beginning: from the point of beginning thus established running thence N00°58'35"E a distance of 30.88 feet to a point; running thence S88°52'41"E a distance of 124.78 feet to a point on the westerly r/w of a proposed 50' street; running thence S01°07'19"W along the westerly r/w of said proposed 50' street a distance of 30.00 feet to a point; running thence N89°16'50"W, and departing the westerly r/w of said proposed 50' street, a distance of 124.71 feet to the point of beginning; said tract containing 0.08717 of an acre or 3,797 sq. ft..

950411

Description of Property

R/W Taking along Abbotts Bridge Road - Wellington

All that tract or parcel of land lying and being in Land Lot 276 of the 1st District and 1st Section of Fulton County, Georgia and being more particularly described as follows:

Beginning at the intersection formed by the northerly r/w of Abbotts Bridge Road (60' r/w) and the east line of Land Lot 276 and running thence N89°16'50"W along the northerly r/w of Abbotts Bridge Road (60' r/w) a distance of 299.18 feet to a point; running thence N00°58'35"E, and departing the northerly r/w of Abbotts Bridge Road, a distance of 45.00 feet to a point; running thence S89°16'50"E a distance of 299.41 feet to a point on the east line of Land Lot 276; running thence S01°16'05"W along the east line of Land Lot 276 a distance of 45.00 feet to the northerly r/w of Abbotts Bridge Road (60' r/w) and the point of beginning; said tract containing 0.30919 of an acre or 13,468 sq. ft..

950411

Description of Property

School Access Area - Wellington

All that tract or parcel of land lying and being in Land Lots 311 & 312 of the 1st District and 1st Section of Fulton County, Georgia and being more particularly described as follows:

Beginning at the northeast corner of Land Lot 311 (said corner being the common corner of Land Lots 311, 312, 317 & 318) and running thence  $S02^{\circ}01'00''W$  along the east line of Land Lot 311 a distance of 235.01 feet to a point; running thence  $S67^{\circ}48'14''W$  and departing the east line of Land Lot 311 a distance of 164.37 feet to a point on the northeasterly r/w of a proposed 50' street; running thence northwesterly along the northeasterly r/w of said proposed 50' street the following courses and distances: along the arc of a curve to the left 81.29 feet (said arc having a chord distance of 80.85 feet on a bearing of  $N32^{\circ}38'59''W$  and a radius of 225.00 feet); thence  $N43^{\circ}00'00''W$ , 17.31 feet to a point on the southeasterly r/w of a proposed 50' street; running thence northeasterly along the southeasterly r/w of said proposed 50' street the following courses and distances: along the arc of a curve to the left 84.08 feet (said arc having a chord distance of 83.69 feet on a bearing of  $N31^{\circ}38'06''E$  and a radius of 250.00 feet); thence  $N22^{\circ}00'00''E$ , 137.42 feet; thence along the arc of a curve to the left 57.24 feet (said arc having a chord distance of 57.19 feet on a bearing of  $N18^{\circ}08'42''E$  and a radius of 425.34 feet); running thence  $S77^{\circ}01'00''E$ , and departing the southeasterly r/w of said proposed 50' street, a distance of 60.00 feet to a point; running thence  $S62^{\circ}12'42''E$  a distance of 50.00 feet to the northeast corner of Land Lot 311 and the point of beginning; said tract containing 1.04309 acres or 45,437 sq. feet.

## Description of Property

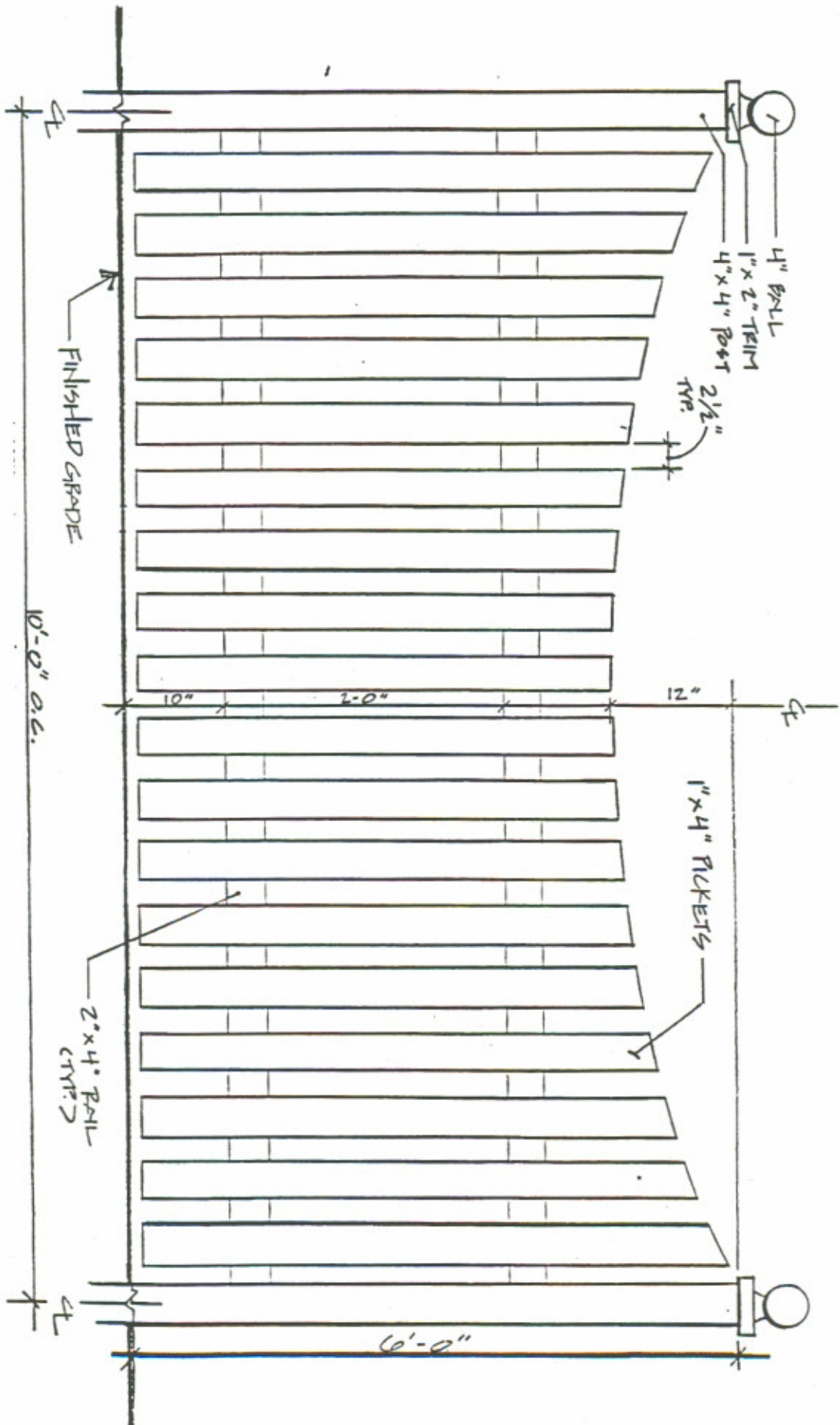
Recreation Area - Wellington

All that tract of parcel of land lying and being in Land Lot 311 of the 1st District and 1st Section of Fulton County, Georgia and being more particularly described as follows:

To reach the point of beginning: commence at the southwest corner of Land Lot 311 (said corner being the common corner of Land Lots 275, 276, 310 & 311) and proceed thence S88°50'15"E along the south line of Land Lot 311 for a distance of 623.50 feet to a point; proceed thence N26°14'45"W, and departing the south line of Land Lot 311, for a distance of 125.00 feet to a point; proceed thence N76°44'41"W for a distance of 130.00 feet to a point; proceed thence N57°00'00"W for a distance of 180.00 feet to a point; proceed thence N26°00'00"W for a distance of 360.00 feet to a point; proceed thence N00°17'29"E for a distance of 90.00 feet to the point of beginning: from the point of beginning thus established running thence N29°18'11"W a distance of 169.28 feet to a point; running thence N10°23'54"E a distance of 165.00 feet to a point; running thence N08°28'48"W a distance of 20.00 feet to a point on the southerly r/w of a proposed cul-de-sac; running thence northerly along the easterly r/w of said proposed cul-de-sac and continuing northeasterly along the southeasterly r/w of a proposed 50' street the following courses and distances: along the arc of a curve to the left 140.21 feet (said arc having a chord distance of 110.41 feet on a bearing of N14°34'33"E and a radius of 60.00 feet); thence along the arc of a curve to the right 94.48 feet (said arc having a chord distance of 93.78 feet on a bearing of N30°28'15"E and a radius of 225.00 feet); thence N42°30'00"E, 50.52 feet to a point; running thence S47°30'00"E, and departing the southeasterly r/w of said proposed road, a distance of 125.00 feet to a point; running thence N73°30'00"E a distance of 90.00 feet to a point; running thence S52°30'00"E a distance of 155.00 feet to a point; running thence S75°28'38"E a distance of 85.00 feet to a point; running thence S02°37'53"W a distance of 190.00 feet to a point on the northwesterly r/w of a proposed 50' street; running thence southwesterly along the northwesterly r/w of said proposed 50' street and continuing westerly along the northerly r/w of a proposed cul-de-sac the following courses and distances: along the arc of a curve to the left 111.25 feet (said arc having a chord distance of 110.12 feet on a bearing of S60°09'53"W and a radius of 225.00 feet); thence S46°00'00"W, 178.75 feet; thence along the arc of a curve to the left 99.46 feet (said arc having a chord distance of 88.46 feet on a bearing of S74°02'01"W and a radius of 60.00 feet); running thence N83°46'11"W, and departing the northwesterly r/w of said proposed cul-de-sac, a distance of 120.00 feet to the point of beginning; said tract containing 4.51467 acres or 196,659 sq. ft..

EXHIBIT C

Fence Details

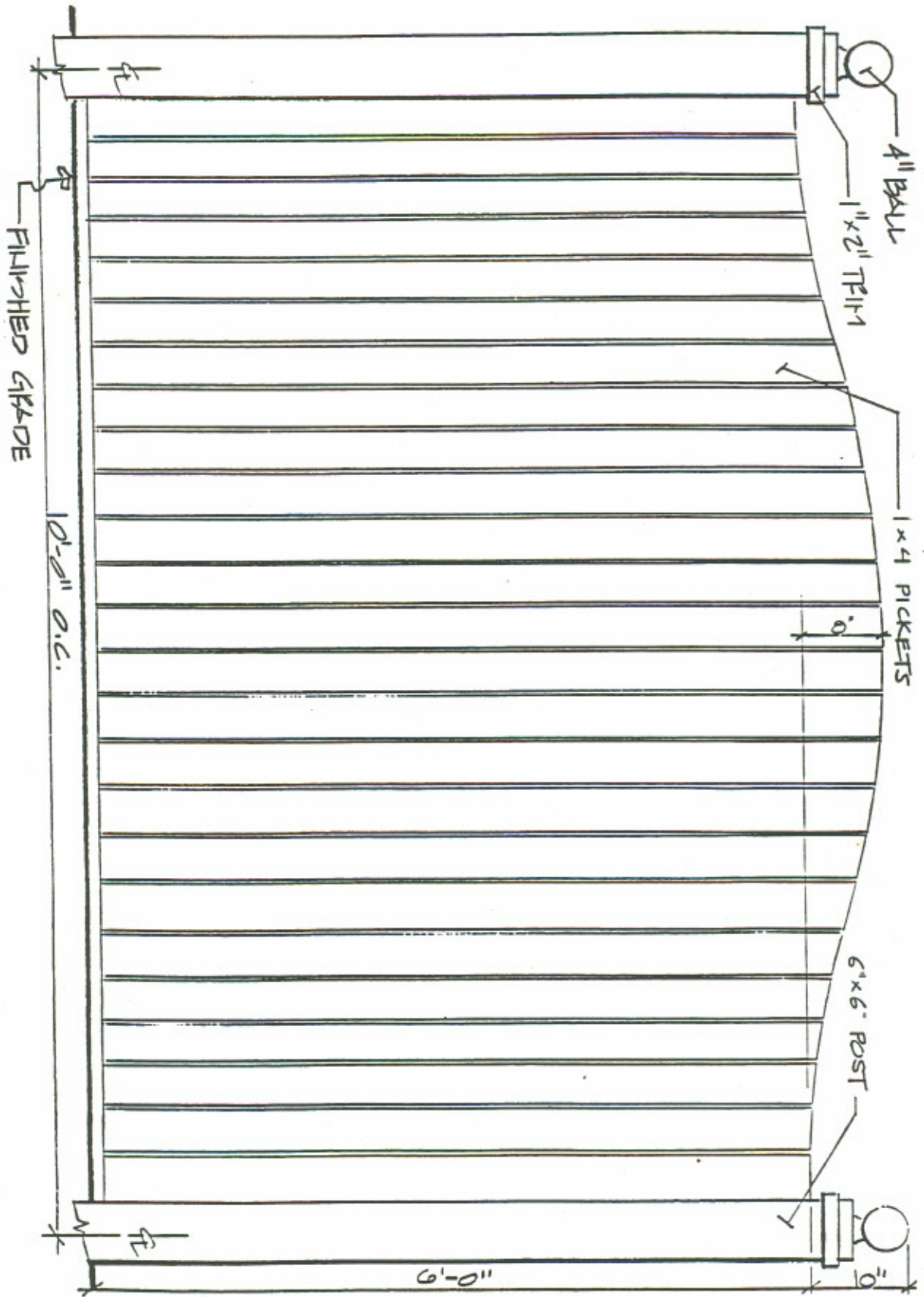


# FENCE DETAIL 'A'

NOT TO SCALE

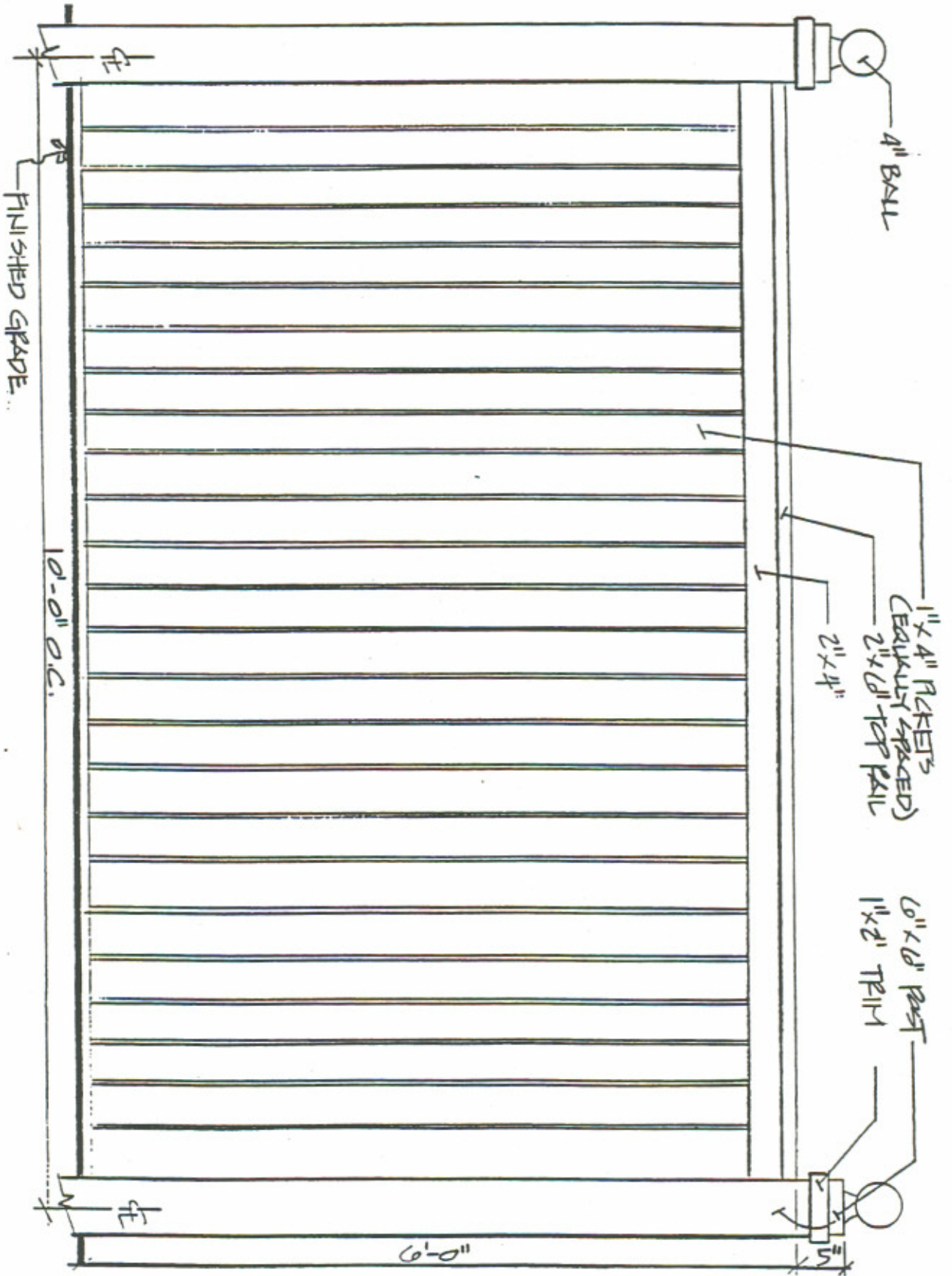
BK 20834 PG 157





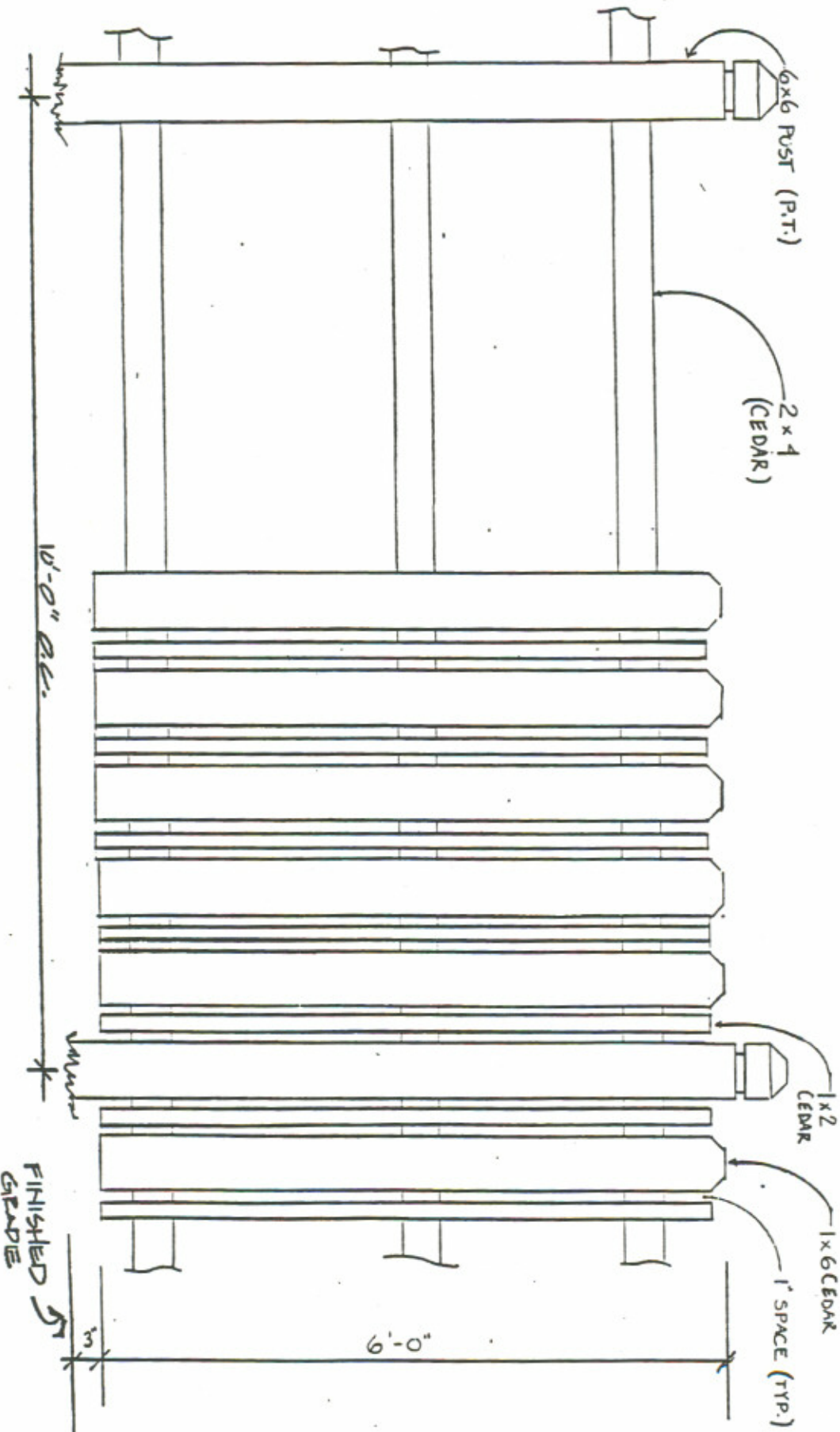
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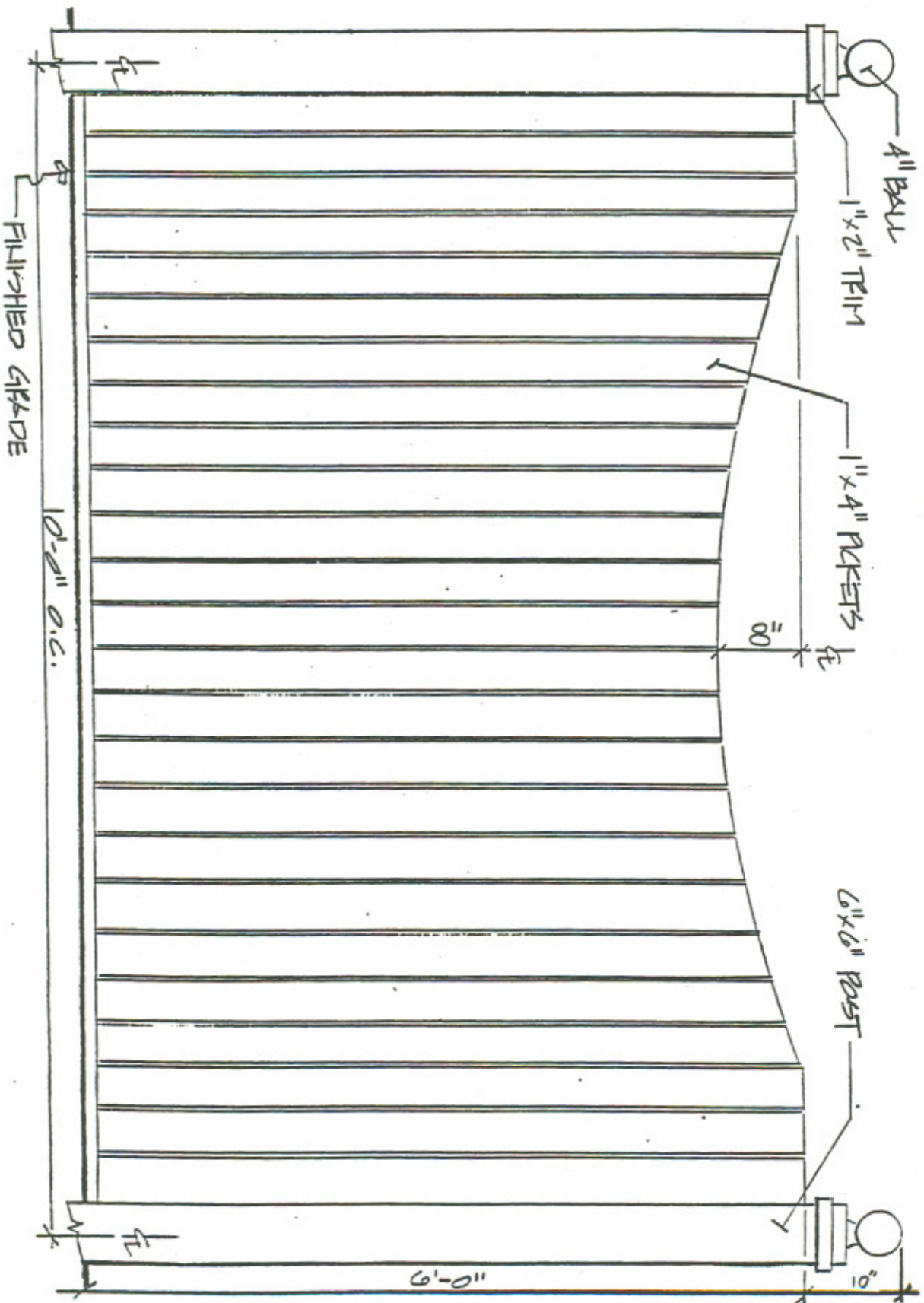


**FENCE DETAIL 'C'**

NOT TO SCALE



**FENCE DETAIL 'D'**  
 NOT TO SCALE



**FENCE DETAIL 'E'**

NOT TO SCALE

**BY-LAWS**

**ARTICLE I**

**Name and Location**

**Section 1.** **Name and Location.** The name of this Association is as follows: The Communities of Wellington Homeowners Association, Inc.

Its principal office and mailing address is initially located at: c/o Pulte Home Corporation, 3100 Breckenridge Boulevard, Suite 712, Duluth, Georgia 30136.

**ARTICLE II**

**Definitions**

**Section 1.** **Declarant.** "Declarant", as used herein, shall have the same meaning as that expression is defined to have in the Declaration.

**Section 2.** **The Project.** The "Project", as used herein, means that certain community being developed by the Declarant in Fulton County, Georgia known as The Communities of Wellington.

**Section 3.** **Declaration.** "Declaration", as used herein, means that certain Declaration of Covenants and Restrictions for The Communities of Wellington to be recorded by Declarant in the real property records of Fulton County, Georgia.

**Section 4.** **Mortgagee.** "Mortgagee", as used herein, means the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed to secure debt encumbering one or more of the Units. "Mortgage", as used herein, shall include Deed to Secure Debt. "First Mortgage", as used herein, shall mean a Mortgage with priority over other Mortgages. As used in these By-Laws, the term "Mortgagee" shall mean any Mortgagee and shall not be limited to Institutional Mortgagees. As used in these By-Laws, the term "Institutional Mortgagee" or "Institutional Holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, mutual savings banks, credit unions, trusts, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations, and any agency or department of the United States Government or of any state or municipal government. As used in these By-Laws, the term "Holder" or "Mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

**Section 5.** **Other Definitions.** Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined to have in the Declaration.

## ARTICLE III

### Membership

Section 1. Membership. The Association shall have two (2) classes of voting membership which shall be known as "Class A" and "Class B":

(a) With the exception of the Declarant, every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, which is a record owner of a fee interest in any Lot which is part of the premises described in the Declaration, or which otherwise becomes subject by the covenants set forth in the Declaration to assessments by the Association, shall be a Class A Member of the Association; provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity which holds such interest solely as security for the performance of an obligation shall not be a Class A Member solely on account of such interest. Each Class A Member shall be entitled to one (1) vote for each Lot in which such Member holds the interest required for Class A membership.

(b) The Class B Member shall be the Declarant, its nominee or nominees, and shall include every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, which shall obtain any Class B membership by specific assignment from the Declarant. The Class B Member or Members shall have one (1) Class B membership for each Lot in which such Member holds the interest otherwise required for Class A membership. Each Class B Member shall be entitled to three (3) votes for each Class B membership which it holds. Each Class B membership shall lapse and become a nullity as provided in the Declaration.

Upon the lapse or surrender of any of the Class B memberships as provided for in the Declaration, the Declarant shall thereafter remain a Class A Member of the Association as to each and every Lot in which the Declarant then holds the interest otherwise required for such Class A membership.

The Members of the Association shall have no preemptive rights, as such Members, to acquire any memberships of this Association that may at any time be issued by the Association except as may be specifically provided in this Article.

Section 2. Membership Certificates. In the event the Board of Directors considers it necessary or appropriate to issue membership certificates or the like, then each such membership certificate shall state that the Association is organized under the laws of the State of Georgia, the name of the registered holder or holders of the membership represented thereby, and shall be in such form as shall be approved by the Board of Directors. Membership certificates shall be consecutively numbered, bound in one or more books, and shall be issued therefrom upon certification as to the transfer of title to the Lot to which such membership is appurtenant. Every membership certificate

shall be signed by the President or a Vice President and the Secretary or an Assistant Secretary and shall be sealed with the corporate seal. Such signatures and seal may be original or facsimile.

Section 3. Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the Association and alleged to have been destroyed or lost, upon the making of an affidavit of the fact by the person claiming the membership certificate to be lost or destroyed. When authorizing such issuance of a new certificate or certificates, the Board of Directors may, in its discretion, and as a condition precedent to the issuance thereof, require the registered Holder or Holders of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and to give the Association a bond in such sum as the Board of Directors may require as indemnity against any claim that may be made against the Association on account of the issuance of such new certificate.

Section 4. Liquidation Rights. If the Association is dissolved, all assets of the Association shall be dedicated to a public body or conveyed to a non-profit organization, to be used for a similar purpose.

## ARTICLE IV

### Meeting of Members

Section 1. Place of Meeting. Meetings of the Members shall be held at the principal office or place of business of the Association or at such other suitable place within the State of Georgia which is reasonably convenient to the memberships and as may from time to time be designated by the Board of Directors.

Section 2. Annual Meetings. The first annual meeting of the Members of the Association shall be held at such time and place as may be designated by the Board of Directors; provided, however, that the first annual meeting of Members shall be held within one (1) year from the date of filing of the Articles of Incorporation of the Association with the Secretary of State. Thereafter, the annual meetings of the Members shall be held during the month of June of each succeeding year. At such meeting there shall be elected by ballot of the Members a Board of Directors in accordance with the requirements of Article V of these By-Laws. The Members may also transact such other business as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Members as directed by resolution of the Board of Directors or upon a petition signed by at least twenty (20%) percent of each class of the then Members, having been presented to the Secretary; provided, however, that no special meetings shall be called, except upon resolution of the Board of Directors, prior to the first annual meeting of Members as hereinabove provided for. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meeting. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each Member of record, at his address as it appears on the membership books of the Association or, if no such address appears, at his last known place of address, at least ten (10) but not more than ninety (90) days prior to such meeting. Notice by either such method shall be considered as notice served. Attendance by a Member at any meeting of the Members shall be a waiver of notice by him of the time, place and purpose thereof. Notice of any annual or special meeting of the Members of the Association may also be waived by any Member either prior to, at, or after any such meeting.

Section 5. Roster of Membership. The Board of Directors of the Association shall maintain a current roster of the names and addresses of each Member to which written notice of meetings of the Members of the Association shall be delivered or mailed. Each Lot Owner shall furnish the Board of Directors with his name and current mailing address.

*1999 July 15 change to 33% in a Special Meeting*  
Section 6. Quorum. The presence, either in person or by proxy, of Members representing at least fifty-one (51%) percent of the then Members of record, shall be requisite for, and shall constitute a quorum for the transaction of business of all meeting of Members. If the number of Members at a meeting drops below the quorum and the question of a lack of a quorum is raised, no business may thereafter be transacted.

Section 7. Adjourned Meetings. If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 8. Voting. At every meeting of the Members, each Class A Member shall have the right to cast one (1) vote for each Class A membership which he owns on each question. Each Class B Member shall have the right to cast three (3) votes for each Class B membership which he owns on each question. The vote of the Members representing fifty-one (51%) percent of the total of votes of the membership present at the meeting, in person or by proxy, calculated as aforesaid, shall be necessary to decide any question brought before such meeting unless the question is one upon which, by the express provision of law or of the Articles of Incorporation, or of the Declaration or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the Co-Owners of any membership who are present at any meeting of the Members are unable to agree on the manner in which the votes for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. In the event any membership is owned by a corporation, then the vote for any such membership shall be cast by a person designated in a certificate signed by the President or any Vice President of such corporation and



attested by the Secretary or an Assistant Secretary of such corporation and filed with the Secretary or an Assistant Secretary of the Association, prior to or during the meeting. Any such certificate shall remain valid until revoked or superseded in writing. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and, unless any objection or protest by any other such trustee or partner is noted at such meeting, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No Class A Member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association.

Whenever in these By-Laws any action is required to be taken by a specified percentage of "each class of the then Members" of the Association, then such action shall be required to be taken separately by the specified percentage of the votes of the then outstanding Class A Members of the Association and the specified percentage of the votes of the then outstanding Class B Members of the Association. Whenever in these By-Laws any action is required to be taken by a specified percentage of "both classes of the then Members" of the Association, then such action shall be required to be taken by a specified percentage of the votes of the then outstanding cumulative membership of the Association.

Section 9. Proxies. A Member may appoint any other Member or the Declarant as his proxy. In no case may any Member (except the Declarant) cast more than one (1) vote by proxy in addition to his own vote. Any proxy must be in writing and must be filed with the Secretary in form approved by the Board of Directors before the appointed time of each meeting. Unless limited by its terms, any proxy shall continue until revoked by a written notice of revocation filed with the Secretary or by the death of the Member; provided, however, that no proxy shall be effective for a period in excess of one hundred eighty (180) days unless granted to a Mortgagee or lessee of the Lot to which the votes are appurtenant.

Section 10. Right of Mortgagees. Any Institutional Mortgagee of any Lot who desires notice of the annual and special meetings of the Members shall notify the Secretary to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such Institutional Mortgagee and the name of the person to whom notice of the annual and special meeting of the Members should be addressed. The Secretary of the Association shall maintain a roster of all Institutional Mortgagees from whom such notices are received, and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the Members to each such Institutional Mortgagee, in the same manner, and subject to the same requirements and limitations as are otherwise provided in this Article for notice to the Members. Any such Institutional Mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the Members, and such representative may participate in the discussion at any such meeting and may, upon his request made to the Chairman in advance of the meeting, address the Members present at any such meeting. Such

representative shall be entitled to copies of the minutes of all meetings of the Members upon request made in writing to the Secretary.

Section 11. Order of Business. The order of business at all regularly scheduled meetings of the Members shall be as follows:

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

In the case of special meetings, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

Section 12. Rules of Order and Procedure. The rules of order and all other matters of procedure at all annual and special meetings of the Members shall be determined by the Chairman of such meeting.

Section 13. Inspectors of Election. The Board of Directors may, in advance of any annual or special meeting of the Members, appoint an uneven number of one or more inspectors of election to act at the meeting and at any Adjournment thereof. In the event inspectors are not so appointed, the Chairman of any annual or special meeting of Members shall appoint such inspectors of election. Each inspector so appointed, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector of election at such meeting. The oath so taken shall be filed with the Secretary of the Association. No officer or Director of the Association shall act as an inspector of election at any meeting of the Members if one of the purposes of such meeting is to elect Directors.

## ARTICLE V

### Directors

Section 1. Number and Qualifications. The affairs of the Association shall be governed by the Board of Directors composed of an uneven number of at least three (3) natural persons and not

more than nine (9) natural persons, a majority of whom (after the lapse of all of the Class B Memberships, either as originally created or as established pursuant to the annexation of all or a part of the Additional Property, as provided in these By-Laws) shall be Members of the Association.

Prior to the lapse of all the Class B memberships as provided in these By-Laws, the number of Directors shall be determined, from time to time, by a vote of the initial Directors hereinafter named. Thereafter, the number of Directors may be changed by a vote of the Members at any subsequent annual or special meeting of the Members; provided, however, that (a) the limitations of this Section shall continue to apply; and (b) no such change shall operate to curtail or extend the term of any incumbent Director.

Section 2. Initial Directors. The initial Directors shall be selected by the Declarant and need not be Members of the Association. The names of the Directors who shall act as such from the date upon which the Articles of Incorporation of the Association are accepted for record by the Georgia Secretary of State, and until the first annual meeting of the Members or until such time as their successors are duly chosen and qualified, whichever shall last occur, are as set forth in the Articles of Incorporation of the Association.

Section 3. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration or these By-Laws directed to be exercised and done by the Members. The powers and duties of the Board of Directors shall include, but shall not be limited to, the following:

To provide for the:

(a) care, upkeep and surveillance of the Subdivision Improvements and services in a manner consistent with law and the provisions of these By-Laws and the Declaration; and

(b) establishment, collection, use and expenditure of assessments and carrying charges from the Members and for the assessment, the filing and enforcement of liens therefor in a manner consistent with law and the provisions of these By-Laws and the Declaration; and

(c) promulgation and enforcement of such rules and regulations and such restrictions on or requirements as may be deemed proper respecting the use, occupancy and maintenance of the Subdivision Improvements as are designated to prevent unreasonable interference with the use of the Subdivision Improvements by the Members and others, all of which shall be consistent with law and the provisions of these By-Laws and the Declaration; and

(d) authorization, in their discretion, of the payment of patronage refunds from residual receipts when and as reflected in the annual report; and

(e) to purchase such policies of insurance as shall from time to time be considered appropriate by the Board of Directors including, without limitation, casualty insurance, public liability insurance, workmen's compensation insurance to the extent necessary to comply with any applicable law, so-called "legal expense indemnity insurance" affording protection for the officers and Directors of the Association for expenses and fees incurred by any of them in defending any suit or settling any claim or cause of action to which any such officer or Director shall have been made a party by reason of his or her service as such, fidelity coverage and the like; and

(f) to repair, restore or reconstruct all or any part of the Subdivision Improvements after any casualty loss in a manner consistent with law and the provisions of these By-Laws and to otherwise improve the common areas and community facilities; and

(g) to lease, grant licenses, easements, rights-of-way and other rights of use in all or any part of the common areas and commLoty facilities; and

(h) to purchase Lots and to lease, Mortgage or convey the same, subject to the provisions of these By-Laws and the Declaration; and

(i) to appoint the Members of the Architectural and Environmental Control Committee provided for in the Declaration and to appoint the Members of such other committees as the Board of Directors may from time to time designate.

Section 4. Election and Term of Office. The term of the Directors named herein shall expire when their successors have been elected at the first annual meeting of Members and are duly qualified. The election of Directors shall be by secret written ballot, unless balloting is dispensed with by the unanimous consent of the Members present at any meeting, in person or by proxy. There shall be no cumulative voting. At the first annual meeting of the Members, the term of office of the Director receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the Director receiving the second greatest number of votes shall be fixed for two (2) years, and the term of the office of the other Director or Directors shall be fixed for one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. In the alternative, the membership may, by resolution duly made and adopted at the first annual meeting, resolve to fix the term for each Director elected at any such meeting at one (1) year. Directors shall hold office until their successors have been elected and hold their first regular meeting.

Section 5. Resignation and Removal of Directors. Any Director may resign at any time upon written notice to the Board of Directors. At an annual meeting of Members, or at any special meeting duly called for such purpose (but only after the lapse of all of the Class B memberships as provided in these By-Laws), any Director may be removed with or without cause by the affirmative vote of the majority of the votes of the Members present and voting, in person or by proxy, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be

heard at the meeting. The term of any Director who is a Class A Member of the Association and who becomes more than sixty (60) days delinquent in payment of any assessments or carrying charges due the Association may be terminated by resolution of the remaining Directors, and the remaining Directors shall appoint his successor as provided in this Article.

Section 6. Compensation. No compensation shall be paid to Directors for their services as Directors. After the first annual meeting of the Members, no remuneration shall be paid to any Director who is also a Member for services performed by him for the Association in any other capacity unless a resolution authorizing such remuneration shall have also been adopted by the Board of Directors before such services are undertaken. Directors may be reimbursed for their actual out-of-pocket expenses necessarily incurred in connection with their services as Directors.

Section 7. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present at such first meeting.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least six (6) days prior to the day named for such meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice of each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one-half (½) of the Directors.

Section 10. Waiver of Notice. Before, at or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at any meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business

which might have been transacted at the meeting as originally called may be transacted **without** further notice.

Section 12. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the Members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 13. Rights of Mortgagees. Any Institutional Mortgagee of any lot who desires notice of the regular and special meetings of the Board of Directors shall notify the Secretary to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such Institutional Mortgagee and the name of the person to whom notice of the regular and special meetings of the Board of Directors should be addressed. The Secretary of the Association shall maintain a roster of all Institutional Mortgagees from whom such notices are received, and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each regular or special meeting of the Board of Directors to each such Institutional Mortgagee, in the same manner, and subject to the same requirements and limitations, as are otherwise provided in this Article for notice to the Members of the Board of Directors. Any such Institutional Mortgagee shall be entitled to designate a representative to attend any regular or special meeting of the Board of Directors, and such representatives may participate in the discussion at any such meeting and may, upon his request made to the Chairman in advance of the meeting, address the Members of the Board of Directors present at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Board of Directors upon request made in writing to the Secretary.

Section 14. Fidelity Bonds. With the exception of the initial officers and directors set forth in the Articles of Incorporation, the Board of Directors shall require that all officers, Directors and employees of the Association regularly handling or otherwise responsible for the funds of the Association shall furnish adequate fidelity bonds or equivalent insurance against acts of dishonesty. The premiums on such bond or insurance shall be paid by the Association.

## ARTICLE VI

### Officers

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by a Board of Directors. Prior to the lapse of all the Class B memberships as provided in these By-Laws, the officers of the Association need not be Members of the Association. Thereafter, except for the President, the officers of the Association need not be Members of the Association. The Board of Directors may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board of Directors.

Section 3. Resignation - Removal of Officers. Any officer may resign at any time upon written notice to the Board of Directors. Upon an affirmative vote of a majority of the Members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Members and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of a corporation.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other Member of the Board to do so on an interim basis. The Vice President shall also assist the President generally and shall perform such other duties as shall from time to time be delegated to him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Members of the Association. The Secretary shall give notice of all annual and special meetings to the Members of the Association in conformity with the requirements of these By-Laws. The Secretary shall have custody of the seal of the Association, if any. The Secretary shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may direct and he shall, in general, perform all of the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for funds and securities of the Association and shall be responsible for keeping, or causing to be kept, full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for causing the deposit of all monies and other valuable effects in the name, and to the credit of the Association, in such depositories as may from time to time be designated by the Board of Directors.

## ARTICLE VII

### Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January every year, except for the first fiscal year of the Association, which shall begin on the date when the Articles of Incorporation of the Association are accepted for record by the Georgia

Secretary of State. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should the practice of the Association subsequently dictate.

Section 2. Principal Office - Change of Same. The principal office of the Association shall be as set forth in Article I of the By-Laws. The Board of Directors, by appropriate resolution, shall have the authority to change the location of the principal office of the Association from time to time.

Section 3. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with generally accepted accounting practices consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and expenditures and other transactions of the Association and its administration and shall specify the maintenance and repair expenses of the common areas and community facilities, services required or provided with respect to the same, and any other expenses incurred by the Association. The amount of any assessment or portion of any assessment, required for payment of any capital expenditures or reserves of the Association, may be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the Members.

Section 4. Auditing. At the close of each fiscal year, the books and records of the Association shall be audited by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards, consistently applied. Based upon such report, the Association shall furnish the Members and any Mortgagee requesting the same with an annual financial statement, including the income and disbursements of the Association, within ninety (90) days following the end of each fiscal year.

Section 5. Inspection of Books. The books and accounts of the Association, vouchers accrediting the entries made thereupon, and all other records maintained by the Association shall be available for examination by the Members and their duly authorized agents or attorneys, and to the Institutional Holder of any First Mortgage on any Lot and its and their duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their respective interests and after reasonable notice.

Section 6. Execution of Corporate Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the President or a Vice President, and all checks shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time so authorized by the Board of Directors.

Section 7. Seal. The Board of Directors may provide a suitable corporate seal containing the name of the Association, which seal shall be in the charge of the Secretary. If so directed by the Board of Directors, a duplicate seal may be kept and used by the Treasurer or any assistant secretary or assistant treasurer.



## ARTICLE VIII

### Amendment

Section 1. Amendments. Subject to the other limitations set forth in these By-Laws, these By-Laws and the Articles of Incorporation of the Association may be amended by the affirmative vote of Members representing two-thirds (2/3) of the then Members of record of each Class of Members at any meeting of the Members duly called for such purpose in accordance with the provisions and requirements of these By-Laws.

Section 2. Proposal of Amendments. Amendments to these By-Laws may be proposed by the Board of Directors of the Association or by petition signed by at least twenty-five (25%) percent of the total vote of the Members of each Class of Members, which petition shall be delivered to the Secretary. A description of any proposed amendment shall accompany the notice of any annual or special meeting of the Members at which such proposed amendment is to be considered and voted upon.

## ARTICLE IX

### Mortgages - Notice - Other Rights of Mortgagees - HUD - Veterans Administration

Section 1. Notice to Board of Directors. Any Owner of any Lot in the project who Mortgages such Lot shall promptly notify the Board of Directors of the name and address of his Mortgagee and, if requested so to do, shall file a conformed copy of such Mortgage with the Board of Directors. The Board of Directors shall maintain a suitable roster pertaining to such Mortgages.

Section 2. Consents. Any other provision of these By-Laws or of the Declaration to the contrary notwithstanding, neither the Members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of the Institutional Holders of all First Mortgages of record on the Lots:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the Subdivision Improvements; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Subdivision Improvements by the Members of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate the Declaration; or

(c) modify the method of determining and collecting common expense assessments or other assessments as provided for in the Declaration; or

(d) resolve to use the proceeds of casualty insurance for any purpose other than the repair, replacement or reconstruction of the Subdivision Improvements; or

(e) modify or amend any material or substantive provision of the Declaration or these By-Laws.

Section 3. Casualty Losses. In the event of damage or destruction to the Subdivision Improvements, if any, by fire or other casualty, the same shall be promptly repaired, replaced or reconstructed in substantial conformity with the original plans and specifications for the Subdivision Improvements with the proceeds of insurance available for that purpose. In the event that the proceeds of insurance are not sufficient to repair damage or destruction of the Subdivision Improvements caused by fire or other casualty or, in the event such damage or destruction is caused by any casualty not insured against, then and in either of those events, upon resolution of the Board of Directors, the repair, replacement or reconstruction of the damage shall be accomplished promptly by the Association at its common expense. The Association shall not use the proceeds of casualty insurance received as a result of damage or destruction of the Subdivision Improvements for purposes other than the repair, replacement or reconstruction of the Subdivision Improvements without the prior written consent and approval of the Institutional Holders of all First Mortgages of record on the Lots.

In the event of substantial damage or destruction to any part of the Subdivision Improvements, the Board of Directors of the Association shall give prompt written notice of such damage or destruction to the Holders of all First Mortgages of record on the Lots. No provision of these By-Laws shall entitle any Member of the Association to any priority over the Holder of any First Mortgage on his Lot with respect to the distribution to such Member of any insurance proceeds paid or payable on account of any damage or destruction of any of the Subdivision Improvements.

Section 4. Condemnation or Eminent Domain. In the event any portion of the Subdivision Improvements is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by condemning authority, then the Board of Directors of the Association shall give prompt written notice of any such proceeding or proposed acquisition to the Holders of all First Mortgages on the Lots. No provision of these By-Laws shall entitle any Member of the Association to any priority over the Holder of any First Mortgage on his Lot with respect to the distribution of such Member of the proceeds of any condemnation award or settlement relating to a taking of any of the Subdivision Improvements.

Section 5. Veterans Administration, Department of Housing and Urban Development, Federal Housing Administration and Federal National Mortgage Association. Provided that any Lot in the project is then encumbered by a Mortgage which is insured or guaranteed by the Veterans Administration, Department of Housing and Urban Development, Federal Housing Administration, or by the Federal National Mortgage Association, and, provided further that there are then Class B memberships of the Association outstanding, neither the Members, the Board of

Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of the above-mentioned institution or institutions insuring Mortgages on any Lots:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the Subdivision Improvements; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Subdivision Improvements by the Members of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate the Declaration; or

(c) modify or amend the Declaration or these By-Laws or the Articles of Incorporation of the Association.

## ARTICLE X

### Interpretation - Miscellaneous

Section 1. Conflict. These By-Laws are subordinate and subject to all provisions of the Declaration and to the provisions of the Articles of Incorporation of the Association. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration. In the event of any conflict between these By-Laws and the Articles of Incorporation of the Association, the provisions of the Articles of Incorporation shall control.

Section 2. Notices. Unless another type of notice is herein elsewhere or by law specifically provided for, any and all notices called for in these By-Laws shall be given in writing.

Section 3. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provision hereof which can be given effect.

Section 4. Waiver. No restriction, condition, obligation or provisions of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 5. Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws.