

Jay C. Stephenson
Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.
I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN MY OFFICE ON OCTOBER 8, 1999.

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

126.00

STATE OF GEORGIA
COUNTY OF COBB

Reference: Deed Book 7663
Page 261

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS FOR WINSHIP FARMS SUBDIVISION**

This First Amendment to the Declaration of Covenants, Conditions, Restrictions, and Easements for Winship Farms Subdivision is made on this 30th day of Sept., 19 99 by the Winship Farms Homeowners Association, Inc. (hereinafter "Association");

W I T N E S S E T H:

WHEREAS, the Winship Farms Homeowners Association, Inc., a Georgia nonprofit corporation, recorded a Declaration of

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

Covenants, Conditions, Restrictions, and Easements for Winship Farms Subdivision on October 5, 1993, in Deed Book 7663, Page 261, et seq., Cobb County, Georgia records (hereinafter the "Declaration"); and

WHEREAS, Article IX, Section 7 of the Declaration provides for amendment of the Declaration by an agreement signed by at least seventy-five percent (75%) of the Owners of Lots; and

WHEREAS, at least seventy-five percent (75%) of the Owners of Lots desire to amend the Declaration as exhibited by their signed agreement attached hereto as Exhibit "A"; and

WHEREAS, the Developer of the Winship Farms Subdivision no longer owns any real property subject to the Declaration; and

WHEREAS, this Amendment does not alter, modify, change or rescind any right, title, interest, or privilege granted or accorded to the holder of any mortgage encumbering any Lot or the Common Area; provided, however, in the event a court of competent jurisdiction determines that this Amendment does alter, modify, change, or rescind any right, title, interest, or privilege granted or accorded to the holder of any mortgage encumbering any Lot or the Common Area without such mortgage holder's consent in writing to this Amendment, then this Amendment shall not be binding on the mortgage holder so

involved, unless such mortgage holder consents to this Amendment; and if such consent is not forthcoming, then the provisions of the Declaration effective prior to this Amendment shall control with respect to the affected mortgage holder;

NOW, THEREFORE, the Declaration is hereby amended as follows:

1.

Article I, Section 11 of the Declaration is hereby amended by adding the following to the end thereto:

The Property is a residential property owner's development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Supp. 1998), as said Act may be amended from time to time.

2.

Article I of the Declaration is hereby amended by adding the following Section 13 thereto:

Section 13. "Act" shall mean the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Supp. 1998), as said Act may be amended from time to time.

3.

Article I of the Declaration is hereby amended by adding the following Section 14 thereto:

Section 14. "Eligible Mortgage Holder" means a holder of a first mortgage secured by a Lot who has requested notice of certain items as set forth herein.

4.

Article III of the Declaration is hereby amended by deleting that section in its entirety and substituting therefor the following:

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

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

Section 2. Voting. Members shall be entitled to one (1) equal vote for each Lot owned. When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners determine among themselves and advise the Secretary prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one (1) Person seeks to exercise it.

5.

Article V of the Declaration is hereby amended by striking that section in its entirety and substituting therefor the following:

ARTICLE V

ASSESSMENTS

Section 1. Purpose of Assessment. The Association shall have the power to levy assessments as provided herein and in the Act. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Lots as may be authorized by the Board.

Section 2. Creation of the Lien and Personal Obligation For Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments, to be established and collected as hereinafter provided; and (iii) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines imposed hereunder.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred, and if the Board so elects, rents, in the maximum amount permitted under the Act, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board; unless otherwise provided, the annual assessments shall be paid in equal monthly installments due on the first day of each calendar month. No Owner may exempt himself or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever, including, but not limited to, nonuse of the Common Property, the Association's failure to provide services or perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties.

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

Section 3. Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

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

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

(c) If part payment of assessments and related charges is made, the amount received shall be applied, in respective order, to costs and attorney's fees, late charges, interest, delinquent assessments, and current assessments.

(d) If assessments, fines or other charges, or any part thereof due from an Owner remain delinquent and unpaid for more than fifteen (15) days from the date due, a notice of delinquency may be given to that Owner stating that if the assessment or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board may accelerate and declare immediately due all of that Owner's unpaid installments of the annual assessment. If the Owner fails to pay all amounts currently due within ten (10) days of the date of the notice of delinquency, the Board may then accelerate and declare immediately due all installments of the annual assessment and of any special assessment, without any further notice being given to the delinquent Owner. Upon acceleration, that Owner shall thereby lose the privilege of paying the annual assessment in monthly installments for that fiscal year.

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

(f) If assessments and other charges or any part thereof remain unpaid more than thirty (30) days after the assessment payments first become delinquent, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the By-Laws, the Act and Georgia law and suspend the Owner's and Occupant's right to use the Common Property (provided, however, the Board may not limit ingress or egress to or from the Lot).

Section 4. Computation of Operating Budget and Assessment. At least thirty (30) days prior to the beginning of the Association's fiscal year, the Board shall prepare a budget covering the estimated costs of operating the Property during the coming year. The Board shall cause the budget and notice of the assessments to be levied against each Lot for the following year to be delivered to each member at least twenty-one (21) days prior to the Association's annual meeting. The budget and the assessment shall become effective unless disapproved at a duly called annual meeting by a vote of a majority of the total Association membership; provided, however, if a quorum is not obtained at the annual meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at this meeting.

Notwithstanding the above, however, if the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then, until a budget is determined as provided herein, the budget in effect for the current year shall continue for the succeeding year, and the Board may propose a new budget at any time during the year by causing the proposed budget and assessment to be delivered to the members at least thirty (30) days prior to the proposed effective date thereof. Unless a special meeting is requested by the members, as provided in the By-Laws for special meetings, the new budget and assessment shall take effect without a meeting of the members.

Section 5. Special Assessments. In addition to the annual assessment provided for in subparagraph 3(b) above, the Board may at any time levy a special assessment against all Owners, notice of which shall be sent to all Owners; provided, however, prior to becoming effective, any special assessment which would cause the total of special assessments levied against any Lot in one calendar year to exceed two hundred (\$200.00) dollars (except as provided in Paragraph 9(b) herein, regarding repair or reconstruction of casualty damage to or destruction of

all or part of the Property) first shall be approved by the affirmative vote of at least two-thirds (2/3) of Owners present or represented by proxy at a special or annual meeting of the members, notice of which shall specify that purpose.

Section 6. Capital Budget and Contribution. The Board shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by equal annual assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within the budget and assessment as provided in subparagraph (d) of this Paragraph. A copy of the capital budget shall be distributed to each member in the same manner as the operating budget.

Section 7. Statement of Account. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a Lot. The Association shall respond in writing within five (5) days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten (\$10.00) dollars or such higher amount as may be authorized under the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein.

Section 8. Surplus Funds and Common Profits. Common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds

remaining after the application of such common profits to the payment of Common Expenses shall, at the Board's option, either be distributed equally to the Owners or credited to the next assessment chargeable to the Owners, or added to the Association's reserve account.

6.

Article VIII, Section 1 of the Declaration is hereby amended by deleting that section in its entirety and substituting therefor the following:

Section 1. Residential Use. Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot or any part of the Property, including business uses ancillary to a primary residential use, except that the Owner or occupant residing in a dwelling on a Lot may conduct such ancillary business activities within the dwelling so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the dwelling (signs are expressly prohibited pursuant to Section 25 of this Article); (b) the business activity does not involve visitation of the Lot by employees, clients, customers, suppliers or other business invitees; provided, however, this provision shall not preclude delivery of materials or items by United States Postal delivery or by other customary parcel delivery services (U.P.S., Federal Express, etc.); (c) the business activity conforms to all zoning requirements for the Property; (d) the business activity does not increase traffic in the Property; (e) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; and (f) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or

safety of other residents of the Property, as may be determined in the Board's sole discretion.

7.

Article VIII, Section 3, Subsection (j) of the Declaration is hereby amended by deleting that subsection in its entirety.

8.

Article VIII, Section 12 of the Declaration is hereby amended by deleting that section in its entirety and substituting therefor the following:

Section 12. Antennas and Satellite Dishes. No transmission antenna, of any kind, may be erected anywhere on the Property without written approval of the Board of Directors or the Architectural Control Committee. No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) larger than one meter in diameter shall be placed, allowed, or maintained upon any portion of the Property, including a Lot. DBS and MMDS antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association authorized by the FCC, both as may be amended from time to time. Except as provided by this Section, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors on any portion of the Property, whether attached to a home or structure or otherwise; provided, however, that the Association shall have the right to erect, construct and maintain such devices.

9.

Article VIII, Section 27 of the Declaration is hereby amended by adding the following to the end thereto:

Vehicles used primarily for commercial purposes and vehicles with commercial writings on their exteriors shall not be parked on any Lot or any portion of the Property except in garages or behind screening so as not to be visible from the street or other Lots. Any screens shall conform to the exterior design and quality of the dwelling on the same Lot. Notwithstanding the above, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on a Lot or the Common Property during normal business hours for the purpose of serving any Lot or the Common Property; provided, that, without the written consent of the Board, no such vehicle shall be authorized to remain on a Lot or the Common Property overnight or for any purpose except serving a Lot or the Common Property.

10.

Article IX, Section 4 of the Declaration is hereby amended by deleting that section in its entirety and substituting therefor the following:

Section 4. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property perpetually to the extent provided in the Act.

11.

Article IX, Section 7 of the Declaration is hereby amended by deleting that section in its entirety and substituting therefor the following:

Section 7. Amendments. Except where a higher vote is required for action under any other provisions of this Declaration, in which case such higher vote shall be necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding sixty-six and two-thirds (66-2/3%) percent of the total eligible vote thereof. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Cobb County, Georgia land records.

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

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

Any action to challenge the validity of an amendment adopted under this Section must be brought

within one (1) year of the effective date of such amendment. No action to challenge such amendment may be brought after such time.

IN WITNESS WHEREOF, the undersigned officers of the Winship Farms Homeowners Association, Inc., hereby certify that the above amendments were duly adopted by the required majority of members of the Association.

WINSHIP FARMS HOMEOWNERS
ASSOCIATION, INC.

CORPORATE
SEAL

By: [Signature]
President

Attest: Linda
Secretary

[CORPORATE SEAL]

Sworn to and subscribed to
before me this 30 day of
September, 1999.

Notary Public

My Commission Expires:

My Commission Expires:

History Public, Cobb County, Georgia
My Commission Expires June 5, 2008

My Commission Expires June 5, 2002

[NOTARY SEAL]

N.P.
SEAL

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
AND EASEMENTS FOR WINSHIP FARMS SUBDIVISION

THIS DECLARATION, made this 5th day of October, 1993 by Winship Farms Homeowners Association, a Georgia Corporation, supersedes the DECLARATION made by Traton Corporation the 6th day of August, 1990 and filed of record on the day of , 1990 in Cobb County Superior Court Deed Records, book , page .

W I T N E S S E T H

Whereas, the Winship Farms Homeowners Association, hereafter referred to as the "Association", is the owner of real property lying and being in Land Lot 56 of the 20th District, 2nd Section, Cobb County, Georgia, which real property is more particularly described in Exhibit "A" attached hereto and by reference made a part hereof and is generally known as Winship Farms Subdivision and

Whereas, the Association desires to provide for the preservation and enhancement of the property values in Winship Farms and for the maintenance of property and improvements thereon, and to this end desires to subject the residential real property described in Exhibit "A" to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, each and all of which are for the benefit of said property and each owner thereof;

NOW, THEREFORE, the Association declares that the real property described in Exhibit "A" is and shall be held, transferred, sold, mortgaged, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, and these covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth shall date back to the 25th day of March, 1985, the date the Declaration was originally filed of record.

ARTICLE I
DEFINITIONS

Section 1. "Architectural Control Committee" shall mean and refer to such individuals appointed by the Board of Directors of the Association for the purpose of executing the architectural control functions of Winship Farms Homeowners Association, Inc.

Section 2. "Association" shall mean and refer to Winship Farms Homeowners Association, Inc., its successors and assigns.

Section 3. "Board" shall mean and refer to the Board of Directors of the Association.

Section 4. "Common Area" shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners, including but not limited to the real property described in Exhibit "B" attached hereto and by reference made part hereof.

Section 5. "Common Exchange" shall mean and refer to the actual and estimated expense of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to the Declaration and the By-laws and Articles of Incorporation of the Association.

Section 6. "Declaration" shall mean the covenants, conditions, restrictions, and easements and all other provisions herein set forth in the entire document, as may from time to time be amended.

Section 7. "Developer" shall mean and refer to Georgia Associated Services, Inc., a Georgia corporation, or any successor in title or any successor in interest to Georgia Associated Services, Inc., to all or any portion of the Property then subject to this Declaration, provided in the instrument of conveyance to any such successor in title or interest.

Section 8. "Lot" shall mean and refer to residential lots, as well as any future lots subject to the within covenants, conditions, restrictions, and easements by the Developer in Winship Farms Subdivision or any expansion thereof by Developer.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any lots which is part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Person" shall mean and refer to a natural person, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

Section 11. "Property" shall mean and refer to that certain real property described in Exhibit "A" attached hereto. * Amended
GPOAA

Section 12. "Structure" shall mean and refer to:

(i) any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, gazebo, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot;

(ii) any excavation, grading, fill ditch, diversion dam or other thing, object or device which affects or alters the natural flow of surface waters from, upon, or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash, or drainage channel from, upon, or across any Lot; and

(iii) any change in grade at any point on a Lot of more than six (6) inches, whether or not subsection (ii) of this Section 12 applies to such change.

13. "ACT" →

TIME COMPUTATIONS

14. →
Section 1. In computing a time period in any of the articles of this Declaration, computation of the time period shall commence on the day after the event giving rise to the time computation and shall include the last day of the time period. For instance, if the event were to occur on January 1, and the time period was 15 days, computation of the 15-day time period would commence on January 2, and the time period would end on January 16.

ARTICLE II ARCHITECTURAL CONTROL COMMITTEE

Section 1. Purpose, Powers, and Duties of the Architectural Control Committee. The purpose of the Architectural Control Committee is to assure that the installation, construction, or alteration of any Structure on any Lot is in accordance with the standards determined by the Architectural Control Committee. To the extent necessary to carry out such purpose, the Architectural Control Committee shall have all of the powers and duties to do each and every thing necessary, suitable, convenient, or proper for, or in connection with or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS - Amended By 1st Amcnd. Deleted entirely + REPLACED

Section 1. Membership. Every Owner of a Lot which is subject to this Declaration shall be a mandatory member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration and shall pass automatically to an Owner's successor-in-title to the Lot.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A:

Initially, the Class A members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote

Class B:

be cast with respect to any Lot. If multiple owners of a Lot cannot unanimously decide how to cast their vote then no vote may be cast regarding the ownership by that particular Lot.

The Class B member shall be the Developer and shall be entitled to three (3) votes for each Lot owned.

The Class B membership shall cease and be converted to Class A membership on the happening of the earlier of the following events:

(a) six (6) years from the date of the previous Declaration by the Traton Corporation, said date being August 6, 1990.

(b) when, in its discretion, the Developer so determines.

ARTICLE IV
PROPERTY RIGHTS

Section 1. Member's Easement of Enjoyment. Subject to the provisions herein, every member of the Association shall have a right and easement of use and enjoyment in and to the Common Area (including, without limitation, the right of pedestrian (but not vehicular) access, ingress, and egress to and from his Lot over those portions of the Common Area from time to time designated for such purposes), which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

(a) the right of the Association to adopt and publish rules and regulation governing the use of the Common Area.

(b) the right of the Association to borrow money for the purpose of improving the Common Area or any portion thereof, or constructing, repairing, or improving any facilities located or to be located thereon, and, upon the assent of two-thirds (2/3) of the Owners of lots voting at a meeting called for this purpose to give as security a mortgage conveying all or any portion of the Common Area. The lien and encumbrance of any such mortgage, however, shall be subject and subordinate to all rights, interests, easements, and privileges herein reserved or established for the benefit of Developer, any Owner, or the holder of any mortgage, irrespective of when executed, given by Developer.

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or

transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Owners of Lots voting at a meeting called for this purpose, agreeing to such dedication or transfer, has been recorded.

(d) the easements reserved in Article VII of the Declaration.

Section 2. Declaration of Use. Any Owner may delegate, in accordance with the By-laws, his right of use and enjoyment in and to the Common Area and the improvements thereon to the member of his family, his tenants, guests, and invitees, subject to such regulations and fees as may be established from time to time by the Association.

Section 3. Title to Common Area. Title to the Common Area will be conveyed to the Association by the Developer after all Lots placed for sale by the Developer have been sold or at such earlier time as the Developer may elect. and only at such time shall the Association have the right to control said property subject to the terms herein.

Section 4. No Partition. There shall be no judicial partition of the Property or any part thereof, nor shall any Person acquiring any interest in the Property or any part thereof seek any such judicial partition unless the Property has been removed from the provisions of this Declaration.

ARTICLE V
COVENANT FOR MAINTENANCE AND CAPITAL IMPROVEMENT
ASSESSMENTS Deleted ~~entirely~~ + Amended By 1ST Amend.

7el Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, including reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. ^{Del} Purpose of Assessments. The assessments levied by the Association shall be used exclusively for promoting the health, safety, pleasure, and welfare of the Owners of the Lots and the costs and expenses incident to the operation of the Association, including without limitation the maintenance and repair of the Common Area and improvements thereon, the maintenance of services furnished by the Association, the purchase of insurance by the Association, the repair and replacement of improvements on the Common Area, payment of all taxes, insurance premiums and all costs and expenses incidental to the operation and administration of the Association, establishment and maintenance of a reasonable reserve fund or funds.

Section 3. ^{Del} Computation of Annual Assessments. It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated Common Expenses of operating the Association for the coming year, such budget to include a capital contribution or reserve account in accordance with the capital needs of the Association. The budget and the proposed annual assessments to be levied against each Lot shall be delivered to each Owner no later than ten (10) days prior to such annual meeting. The annual assessments shall be equally divided among the Lots so that the annual assessments shall be the same for each Lot. The budget and the annual assessments shall become effective unless disapproved at the annual meeting by a vote of a majority of the Owners of lots voting in person or by proxy at such meeting. In the event the proposed budget is not approved or the Board fails for any reason to determine the budget for the succeeding year, then until a budget has been determined as provided herein, the budget and annual assessments in effect for the then current year shall continue for the succeeding year. If any budget at any time proves inadequate for any reason, the Board may call a meeting of the Association for the approval of a special assessment.

Section 4. ^{Del} Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments for Common Expenses, applicable to that year only, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Owners of Lots voting in person or by proxy at a meeting duly called for such purpose.

Section 5. ^{Del} Notice for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 above shall be sent to all members not less than ten (10) days not more than thirty (30) days in advance of the meeting.

Section 6. ^{Del} Rate of Assessment. Annual and special assessments must be fixed at a uniform rate for all Lots.

Section 7. ^{Del} Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on April 1, 1985. Anything contained herein to the contrary notwithstanding, Developer, on behalf of itself and its successors and assigns, covenants, and agrees to pay the annual assessment for each Lot owned by Developer which contains an occupied residence; provided, however, Developer shall not be responsible for assessments on Lots not containing an occupied residence. The due dates shall be established by the Board. The Association shall, upon demand, and for reasonable charge, not to exceed Ten Dollars (\$10.00), furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot is binding upon the Association as the date of its issuance. If the Association fails to respond to any such request within ten (10) days after receipt of such request, any lien then outstanding shall be deemed to have been extinguished. All such requests shall be submitted to the Association in writing in accordance with Article IX, Subparagraph 6 herein, and shall be signed by the person or an agent of an entity making the request.

Section 8. ^{Del} Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum legal rate per annum. In such case, the Association may accelerate, at its option, the entire unpaid balance of the assessment and may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of liens against real property. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all Owners. The Association, acting on behalf of the Owners, shall have the power to purchase any Lot at any sale and convey the same for the purpose of protecting its lien. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, abandonment of his Lot or by renunciation of membership in the Association. An Owner may give the Association, nevertheless, subject to acceptance thereof by the Association, a deed in lieu of action on lien.

Section 9. Subordination of the Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, first purchase money security deed or security deed representing a first lien on said property. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges, and liens created herein:

(a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

(b) all Common Area;

(c) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

ARTICLE VI MAINTENANCE

~~Section 1. Association's Responsibility~~ Section 1. Association's Responsibility. Except as otherwise provided for herein, the Association shall maintain and keep in good repair all portions of the Common Area and improvements thereon. The Association's responsibility with respect to the Common Area shall be deemed to include the maintenance, repair, and replacement of (i) all roads, driveways, walks, parking areas, and buildings and other improvements situated within the Common Area, (ii) such utility lines, pipes, plumbing, wires, conduits, and systems which are a part of the Common Area, and (iii) all lawns, trees, shrubs, hedges, grass, and other landscaping situated within or upon the Common Area.

ARTICLE VII EASEMENTS

Section 1. Utility Easements. There is hereby created in favor of the Association an easement upon, across, over, through, and under all of the Common Area for ingress, egress, installation, replacement, repair, and maintenance of all utility and service

lines and systems, including by not limited to water, sewers, gas, telephone, electricity, television cable or communication lines and systems. An easement is further granted to the Association, its officers, agents, employees, and any management company retained by the Association to enter in or to cross over the Common Area and the Lots, to inspect and to perform the duties of maintenance and repair of the Common Area and the Lots, as provided herein. Notwithstanding anything to the contrary contained in the Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property except as initially programmed and approved by the Developer or thereafter approved by Developer or the Board. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by a separate recordable document, Developer or the Association shall have the right to grant such easement on the Common Area without conflicting with the terms hereof.

Section 2. Easement for Developer. Developer hereby reserves for itself, its successors and assigns, the following easements, and rights-of-way in, on, over, under, and through any part of the Property owned by Developer and the Common Area for so long as Developer owns any Lot primarily for the purpose of sale:

(a) For the erection, installation, construction, and maintenance of wires, lines and conduits, and necessary or property attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables, and other utilities;

(b) For the construction of improvements on the Lots;

(c) For the installation, construction, and maintenance of storm-water drains, public and private sewers, and for any other public or quasi-public utility facility; and

(d) For the maintenance of such other facilities and equipment as in the sole discretion of Developer may be reasonably required, convenient or incidental to the completion, improvement, and sale of Lots.

ARTICLE VIII GENERAL COVENANTS AND RESTRICTIONS

The following covenants and restrictions shall apply to all Lots and to all Structures erected or placed thereon:

Section 1 ^{Del + Repl by 1st} Residential Use. All Lots shall be restricted exclusively to single-family residential use; provided, however, that nothing herein shall be construed to prohibit or prevent Developer or any builder of residences in Winship Farms from using any Lot owned by Developer or such builder for the purpose of carrying on business related to the development, improvement, and sale of Lots and/or new homes in Winship Farms.

Section 2. Common Area. The Common Area shall be used by the Owners and their agents, servants, tenants, family members, invitees, and licensees for such other purposes as may be authorized by the Association.

Section 3. Improvement of Lots. All construction of dwellings, accessory structures, and all other improvements in Winship Farms shall be undertaken and completed in accordance with the following conditions:

(a) All construction shall be carried out in compliance with the laws, code, rules, regulations, and orders of all applicable governmental agencies and authorities.

(b) Concrete block or cinder block shall not be used as building material for the exposed exterior surface of any dwelling or accessory structure constructed or placed on any Lot.

(c) Only one mailbox shall be located on any Lot, which mailbox shall be selected to be consistent with the quality and design of surrounding dwellings, and mailboxes shall be placed and maintained to complement the dwelling to which it is appurtenant to the extent such mailbox is permitted to be located and maintained by the United States Postal Service, its successors, and assigns. All mailboxes must be approved by the Architectural Control Committee. The Architectural Control Committee reserves the right to standardize all mailboxes.

(d) No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices, or any other materials or devices used for building purposes shall be stored on any Lot except for purposes of construction of a dwelling or accessory structure on such Lot nor shall any such building materials or devices be stored on any Lot for longer than thirty (30) days without prior approval of the Architectural Control Committee. In no case will materials or devices be allowed to be stored for more than ninety (90) days.

All construction, materials, and debris shall be confined to the Lot upon which the construction is taking place. Clearing debris (i.e., stumps, trees, rocks, and trash) and construction materials shall be removed as often as necessary in order to keep the house and Lot in accessible and saleable condition. Said debris shall not be dumped on any Lot or area in the subdivision unless specifically approved by the Architectural Control Committee. The Lot and house must be maintained in an attractive manner during construction. No trash shall be buried in such a manner as to endanger any trees remaining on the Lot or neighboring Lots. No burying of trash shall be permitted unless specifically approved by the Architectural Control Committee. However, the Developer shall be permitted to bury trash on vacant lots it owns, but only in connection with construction upon or other improvement of such vacant Lots and only if done in a reasonable manner which is not a nuisance or hazardous or otherwise damaging to other Lots or persons.

(e) No exposed above-ground tanks for the storage of fuel or water or any other substance shall be located on any Lot other than apparatus relating to solar energy, and the location and design of solar energy apparatus must first be approved by the Architectural Control Committee.

parking
(f) Adequate off-street parking shall be provided for each Lot. All vehicles must be parked on paved surfaces. No owner of a Lot, his agents, servants, tenants, family members, invitees, or licensees shall park any vehicle on a street or common parking lot for more than two consecutive periods (days or nights) without approval of the Architectural Control Committee.

(g) All garages must have doors, and each garage door must be coordinated in design and color with the dwelling to which it is appurtenant. The converting of a garage to a living area is not permissible.

(h) Any construction on a Lot shall be at the risk of the Owner of such Lot, and the Owner of such Lot shall be responsible for any damage to any curbing or street resulting from construction on such Lot; repairs of such damage must be made within thirty (30) days after completion of such construction.

(i) The enclosed, heated living area (exclusive of garages, carports, porches, terraces, bulk-storage and basement) shall contain not less than 1,400 square feet in Winship Farms Section 1 and 2,000 square feet in Winship Farms Section 2. No dwelling shall be constructed exceeding three stories in height, including basement, on any Lot.

~~Deleted~~ (j) Exterior TV or radio receiving equipment shall not be permitted.

Section 4. Roofs. All roofs shall be black or charcoal blend or weathered wood grey fiberglass shingles. Roof pitches shall be nine and twelve minimum unless approved otherwise by the Architectural Control Committee. The existing roofs on structures shall not be altered without prior approval from the Architectural Control Committee. The Architectural Control Committee may require samples of any proposed roofing material prior to granting such approval.

Section 5. Siding Materials. Siding materials shall be wood or hardboard lap siding. No rough-sawn cedar shall be used as a siding material on any structure. The existing siding materials shall not be altered without prior approval from the Architectural Control Committee. The Architectural Control Committee may require samples of any proposed siding material prior to granting such approval. All homes and other structures on a Lot must be repainted when necessary to keep them in an acceptable appearance.

Section 6. Stonework. All stonework on any structure or improvement shall be grey Tennessee fieldstone laid with natural-colored gray mortar. Existing stonework shall not be altered without prior approval from the Architectural Control Committee.

Section 7. Brick. All brick selections must be approved by the Architectural Control Committee. All mortar shall be buff or regular gray. Existing brick on any structure or improvement on any Lot shall not be altered without prior approval from the Architectural Control Committee. The Architectural Control Committee may require samples of the proposed brick prior to granting approval of any alterations.

Section 8. Stucco. All stucco and synthetic stucco colors and textures must be approved by the Architectural Control Committee. All stucco must be painted or integrally colored. Existing stucco and synthetic stucco on any structure or improvement on any Lot shall not be altered without prior approval from the Architectural Control Committee.

Section 9. Exposed Concrete Foundations. All exposed concrete block or poured concrete foundations and retaining walls must be veneered with stone, brick, siding, or stucco to complement the house. Existing foundations on structures or improvements on any Lot shall not be altered without prior approval of the Architectural Control Committee. The Architectural Control Committee may require samples of the proposed veneer materials prior to granting approval of any alterations.

Section 10. Windows, Doors, Louvers, Etc. All metal windows, doors, louvers, and window screens must be anodized bronze or factory-finished in colors approved by the Architectural Control Committee. Existing windows, doors, louvers, shutters, and window screens shall not be altered without prior approval from the Architectural Control Committee. The Architectural Control Committee may require samples of the proposed materials prior to granting approval of any alterations.

Section 11. Sheetmetal Work. On any structure, all sheetmetal work (roof caps, flashings, vents, and chimney caps) that is in view from any street appurtenant to a Lot must be painted to match the roof on the structure. All gutters and downspouts must be painted in colors approved by the Architectural Control Committee. All roof stacks and plumbing vents must be placed on the rear slopes of roofs, unless otherwise approved by the Architectural Control Committee.

Section 12. Antennas. ^{Del + Repl by 1st} Exterior radio, television, or satellite dish antennas shall not be placed on any structure or Lot.

Section 13. Solar Heat Collectors. The location and design of all solar heat collectors must be approved by the Architectural Control Committee.

Section 14. Exterior Lighting. All exterior lighting and any alteration in existing exterior lighting must be approved by the Architectural Control Committee.

Section 15. Removal of Trees. No live tree over six (6) inches in diameter (and no live dogwood trees or live redbud trees over two (2) inches in diameter) shall be removed without the prior written consent of the Architectural Control Committee. However, the Developer shall, in its discretion, be permitted to remove trees from vacant Lots it owns as necessary for improvement of those vacant Lots.

Section 16. Landscaping. Landscaping should relate to the existing terrain and natural features of the Lot, utilizing plant materials native to the Southeastern United States. Front and side yards must be sodded with Bermuda grass. A minimum road shoulder of sod six (6) feet by ten (10) feet wide is required running from Lot line to Lot line. Natural areas may be preserved to minimize the amount of sod required. Rear yards may be seeded or treated naturally. All grass, plants, and trees must be trimmed so as to maintain an acceptable appearance. *

Section 17. Driveways and Parking Areas. All driveways and parking areas must be paved with concrete or other materials approved by the Architectural Control Committee. Driveways and parking areas shall not be altered without prior written approval of the Architectural Control Committee.

Section 18. Fences. All fencing must be approved by the Architectural Control Committee regarding design and location. Any changes or modifications to existing fencing shall not occur without prior written approval of the Architectural Control Committee. No chain link or cyclone fences may be placed on the Property. All Fences shall be a minimum of four (4) feet and a maximum of six (6) feet in height.

Section 19. Garbage Cans and Wood Piles. All garbage cans and wood piles shall be screened and must not be visible from any street appurtenant to the front of any Lot.

Section 20. Air Conditioning Compressor Units. All air conditioning compressor units visible from the street shall be screened by approved fencing or plantings of a density and height to effectively hide the unit. No window air conditioners shall be installed.

Section 21. Swimming Pools, Hot Tubs, and Spas. Swimming pools, hot tubs and spas shall not be placed on any Lot without prior written approval of the Architectural Control Committee. All swimming pools are required to be fenced so as to be inaccessible to small children and animals, and in accordance with all applicable governmental rules and regulations.

Section 22. Tennis Courts. No tennis court shall be constructed on any Lot.

Section 23. Debris. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of an Owner's Lot so as to render the same unsanitary, unsightly, or offensive. No nuisance shall be permitted to exist upon any portion of the Property.

Section 24. Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot except for the initial construction of residences and development of the Property.

Section 25. Signs.

(a) No signs whatsoever shall be installed, altered, or maintained on any Lot, or on any portion of a Structure visible from the exterior thereof, except:

(i) such signs as may be required by legal proceedings; (ii) not more than one "For Sale" or "For Rent" sign, provided, however, that in no event shall any such sign be larger than four (4) square feet in area; (iii) directional signs for vehicular or pedestrian safety; and (iv) signs indicating a security system, provided, however, that in no event shall any such sign be larger than four (4) square feet in area.

(b) Following the consummation of the sale of any Lot, the sign located thereon shall be removed immediately.

Section 26. Clotheslines. No outside clothesline shall be placed on any Lot.

Section 27. Trucks, Boats, Trailers and Commercial Vehicles. No truck with more than four (4) wheels, trailer, trailer house, boat, or recreational vehicle shall be parked on any Lot, except in garages or behind screening so as not to be visible from the street or other Lots. Any screens shall conform to the exterior design and quality of the dwelling on the same Lot. Nothing contained herein shall prohibit the use of portable or temporary buildings or trailers as field offices by contractors during actual construction. No vehicles in these classifications shall be parked on a street or common parking lot for more than forty-eight (48) hours without prior approval of the Architectural Control Committee.

Section 28. Recreational Equipment. No recreational and playground equipment (excluding basketball goals) shall be placed or installed on any Lot which is visible from the street or streets abutting such Lot without prior approval of the Architectural Control Committee. The playground equipment (including basketball goals) must be kept in good repair, appearance, and working order.

Section 29. Accessory Structures. A detached accessory structure may be placed on a Lot to be used for a playhouse, a tool shed, a dog house, a garage, a sculpture, a bird bath, a fountain, a gazebo, or other decorative embellishments. Any such accessory structure shall not exceed twenty (20) feet in height and shall conform in an exterior design and quality to the dwelling on the same Lot. With exception of a garage that is attached to a dwelling, a playhouse, tool shed, dog house, or garage placed on any Lot shall be located only behind the dwelling as such dwelling fronts on the street abutting such Lot. Accessory structures such as a playhouse, tool shed, dog house, or garage shall be located with such side and rear setbacks as may be required hereby or by applicable zoning law. Any accessory structure must be approved in writing by the Architectural Control Committee prior to placement of the structure on any Lot.

Section 30. Animals. No animals, including birds, insects, and reptiles may be kept on any Lot unless kept thereon solely as a household pet and not for commercial purposes. No animal shall be allowed to become a nuisance. If an Owner allows an animal on another persons Property or on our Common Grounds, the Owner is required to clean up any mess made by the animal. Owners are required to abide by our County leash law.

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Section 31. Proposed Modifications. All proposed repainting, structural additions, or any other alterations of any structure or improvement on any Lot, including landscaping alterations discussed herein, must be submitted in writing to the Architectural Control Committee for approval, and the Architectural Control Committee must give written approval before the work is begun.

Failure of the Architectural Control Committee to give written approval or disapproval within fifteen (15) days of a written proposal for proposed modifications shall result in an automatic approval by the Architectural Control Committee of such written proposal, and, thus, the requirement for a written approval by the Architectural Control Committee is waived by the Architectural Control Committee.

Section 32. Nuisances. No obnoxious or offensive activity shall be carried on upon any Lot or the Common Area nor shall anything be done thereon which is or may become a nuisance or annoyance to the neighborhood. The following are examples of but are not all inclusive of activities and conditions which are generally deemed to be a nuisance:

- (i) Trespass by persons or animals upon another homeowners property on a continuing basis without the homeowners approval;

- (ii) Loud talk, music, use of profane language, etc. which is offensive and disturbing to the peace and serenity of other individuals;
- (iii) Failure to maintain you home and lot in a safe and clean condition without offensive odors;
- (iv) Lighting which is unusually bright and/or so situated as to impose upon the right of others to privacy and protection from unwanted illumination;
- (v) No trash, garbage, sewage or other unsightly or offensive material shall be deposited on common or vacant grounds, except when incidental or temporarily necessary to the bona fide improvement of the area;
- (vi) Loud noise from power driven machinery and construction activity is prohibited between the hours of 9:00 P.M. and 8:00 A.M.

ARTICLE IX
GENERAL PROVISIONS

Section 1. Enforcement.

(a) The Association, the Architectural Control Committee, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) The Architectural Control Committee shall have the right of abatement in all cases where an Owner of a Lot shall fail to take reasonable steps to remedy a violation or breach of any restriction contained in this Declaration within twenty (20) days after the mailing of written notice of such violation or breach. The right of the abatement means the right of the Architectural Control Committee, through its agent and employees, to enter at all reasonable times upon any Lot or Structure as to which a violation or breach exists, and to take such action or actions specified in the notices to the Owner to abate, extinguish, remove, or repair such violation or breach, all without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions.

Section 2. Severability. If any provision of the Declaration, or any paragraph, subparagraph, article, section, sentence, clause, phrase, word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the application of any such provision, paragraph, subparagraph, article, section, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby and the remainder of this Declaration shall be construed as if such invalid part was never included therein.

Section 3. Headings. The headings of articles and sections in this Declaration are for convenience of reference only and shall not in any way limit or define the content or substance of such articles and section.

Section 4. Duration ^{Def + Repl by 1st} The covenants and restrictions of this Declaration shall run with and bind the land for a period of twenty (20) years from the date this Declaration is recorded, at the end of which period such covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless at least two-thirds ($\frac{2}{3}$) of the Owners at the time of the expiration of the initial period, or of any extension period, shall sign an instrument in which said covenants and restriction are modified in whole or in part, which instrument is filed of record in the appropriate county.

Section 5. Rights and Obligations. Each grantee of the Developer, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens, and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits, privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in the Property or any portion thereof, and shall inure to the benefit of such grantee in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

Section 6. Notices. Notices provided for in this Declaration shall be in writing and shall be addressed to any Owner at his Lot or at such other address as hereinafter provided. Notices to the Association or Board shall be in writing and shall be addressed to the President of the Association at his/her address. Notices as discussed in Article VIII, Subparagraph 31, to the Architectural Control Committee of the Association of proposed modifications to Lots and/or structures thereon shall be in writing and addressed to the acting Chairman of the Architectural Control Committee of the Association. Any Owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above shall be deemed received three (3) days after mailing by United States registered or certified mail or when delivered in person.

Section 7. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Developer:

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- (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental stature, rule, or regulation or judicial determination which shall be in conflict therewith,
 - (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration,
 - (iii) if such amendment is required to obtain the approval of this Declaration by an institutional lender, such as a bank, savings and loan association, or life insurance company, or by a governmental lender or purchaser of mortgage loans, such as the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration, or
 - (iv) if such amendment is necessary to enable any governmental agency, such as the Veterans Administration, or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration. Further, this Declaration may be amended at any time and from time by an agreement signed by at least seventy-five percent (75%) of the Owners of Lots; provided, however, such amendment by the Owners shall not be effective unless also signed by the Developer, if the Developer is the owner of any real property then subject to this Declaration. No amendment to the provisions of this Declaration shall alter, modify,

change, or rescind any right, title, interest, or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot or the Common Area affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Every purchaser or grantee of any interest in any real property made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section.

IN WITNESS WHEREOF, WINSHIP FARMS HOMEOWNERS ASSOCIATION, INCORPORATED, successor to, TRATON CORPORATION has caused this Declaration to be executed in its name and by its duly authorized officers and its seal affixed on the day and year first written.

WINSHIP FARMS HOMEOWNERS
ASSOCIATION, successor to
TRATON CORPORATION

Signed, sealed and
delivered in the
presence of:

By: *Peggy Achley*
Title: *Secretary*
Winship Farms HOA

Witness

Notary Public

*(original was
notarized
when filed
with County)*

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 56 of the 20th District, 2nd Section of Cobb County, Georgia, and being more particularly described as follows:

BEGINNING at the northeast corner of Land Lot 56, said corner being the common corner of Land Lots 20, 21, 56, and 57 of said district and section; thence south 03 degrees 26 minutes 20 seconds west along the east line of said Land Lot 56 a distance of 736.61 feet to a point; thence north 86 degrees 43 minutes 07 seconds west a distance of 372.36 feet to a point; thence south 03 degrees 18 minutes 58 seconds west a distance of 667.24 feet to a point; thence north 86 degrees 43 minutes 36 seconds west a distance of 244.78 feet to a point; thence south 03 degrees 26 minutes 29 seconds west a distance of 346.50 feet to a point on the northerly right-of-way of Wooten Lake Road; thence westerly along the northerly side of Wooten Lake Road a distance of 574.31 feet to a point; thence north 20 degrees 21 minutes 17 seconds east a distance of 1,567.14 feet to a point on the north line of Land Lot 56; thence south 86 degrees 14 minutes 54 seconds east along the north line of Land Lot 56 a distance of 1,411.61 feet to the northwest corner of Land Lot 56 and the POINT OF BEGINNING

EXHIBIT "B"

TRACT I:

All that tract or parcel of land lying and being in Land Lot 56 of the 20th District, 2nd Section, Cobb County, Georgia, as per plat by J.S.Ross & Associates, Jack R. Busby, Georgia Registered Land Surveyor, No. 1875, dated January 31, 1985, and being more particularly described as follows:

BEGINNING at an iron pin located at the intersection of the southerly side of Longmeadow Drive, having a right-of-way of 50 feet, with the easterly side of White Surrey Drive; having a right-of-way of 50 feet; thence running south 87 degrees 30 minutes 03 seconds east as measured along the southerly side of Longmeadow Drive for a distance of 174.59 feet to an iron pin and corner; thence running south 2 degrees 29 minutes 57 seconds west for a distance of 100.0 feet to an iron pin and corner; thence running south 87 degrees 30 minutes 03 seconds east for a distance of 75.0 feet to an iron pin and corner; thence running south 2 degrees 21 minutes 17 seconds west for a distance of 271.43 feet to an iron pin and corner; thence running north 90 degrees 00 minutes 00 seconds west for a distance of 78.56 feet to an iron pin; thence running north 90 degrees 00 minutes 00 seconds west as measured along the northerly side of White Surrey Drive for a distance of 135.6 feet to a point; thence running westerly, northwesterly and northerly as measured along the northerly, northeasterly and easterly sides of White Surrey Drive and following the curvature thereof a distance of 177.58 feet to a point; thence running north 2 degrees 29 minutes 48 seconds east as measured along the easterly side of White Surrey Drive for a distance of 267.46 feet to an iron pin located at the intersection of the easterly side of White Surrey Drive with the southerly side of Longmeadow Drive, and the POINT OF BEGINNING.

TRACT II:

All that tract or parcel of land lying and being in Land Lot 56 of the 20th District, 2nd Section, Cobb County, Georgia, as per plat by J.S.Ross & Associates, Jack R. Busby, Georgia Registered Land Surveyor, No. 1875, dated January 31, 1985, and being more particularly described as follows:

BEGINNING at an iron pin located at the intersection of the westerly side of Winship Farms Drive, having a right-of-way of 50 feet, with the northeasterly side of Wooten Lake Road; thence running north 2 degrees 21 minutes 17 seconds east as measured along the westerly side of Winship Farms Drive for a distance of 411.92 feet to an iron pin located at the intersection of the westerly side of Winship Farms Drive with the southerly side of White Surrey Drive; thence running westerly and northwesterly as measured along the southerly and southwesterly sides of White Surrey Drive and following the curvature thereof, a distance of 127.11 feet to an iron pin and corner; thence running south 43 degrees 44 minutes 58 seconds west for a distance of 248.32 feet to an iron pin and corner; thence running south 2 degrees 21 minutes 17 seconds west for a distance of 102.52 feet to an iron pin

located on the northeasterly side of Wooten Lake Road; thence running south 56 degrees 58 minutes 34 seconds east as measured along the northeasterly side of Wooten Lake Road for a distance of 248.90 feet to an iron pin; thence running southeasterly as measured along the northeasterly side of Wooten Lake Road and following the curvature thereof, an arc distance of 76.37 feet, a chord course of south 59 degrees 41 minutes 00 seconds east, a chord distance of 76.34 feet and a radius of 808.27 feet to an iron pin located at the intersection of the northeasterly side of Wooten Lake Road and the westerly side of Winship Farms Drive, and the POINT OF BEGINNING.

Jay C. Stephenson

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

mail
After Recording Return To:
Lueder, Larkin & Hunter, LLC
5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005
Attn: Joseph C. Larkin

Cross Reference:
Deed Book 7663, Page 261

STATE OF GEORGIA
COUNTY OF COBB

AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR WINSHIP FARMS SUBDIVISION

This Amendment to the Declaration of Covenants, Conditions, Restrictions, and Easements for Winship Farms Subdivision (hereafter referred to as "Amendment") is made on the date set below.

WITNESSETH:

WHEREAS, Winship Farms Homeowners Association, Inc., a Georgia nonprofit corporation (hereafter referred to as the "Association"), recorded that certain Declaration of Covenants, Conditions, Restrictions, and Easements for Winship Farms Subdivision on August 8, 1990, in Deed Book 7663, Page 261 *et seq.* of the Cobb County, Georgia land records, as amended from time to time (hereafter referred to as "Declaration");

WHEREAS, pursuant to Article IX, Section 7(iv) of the Declaration, as amended, the Declaration may be amended by an affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding sixty-six and two-thirds percent (66 2/3 %) of the total eligible vote thereof;

WHEREAS, this Amendment has been properly approved by the consent of at least sixty-six and two-thirds percent (66 2/3 %) of the total eligible vote, which are evidenced by consent forms which are on file with the Secretary of the Association and are incorporated into this Amendment by this reference;

WHEREAS, this Amendment has been approved by the Eligible Mortgage Holders who represent at least fifty-one percent (51%) of the votes of Lots that are subject to Mortgages held by Eligible Mortgage Holders, if any;

NOW, THEREFORE, the Declaration is hereby amended as follows:

3.

Article VIII of the Declaration is amended by adding thereto the following as Section 33:

Section 33. Leasing. In order to protect the equity of the individual Owners within the Winship Farms Subdivision, to carry out the purpose for which the Winship Farms Subdivision was formed by preserving the character of the Winship Farms Subdivision as a residential property of predominantly owner-occupied homes, to prevent the Winship Farms Subdivision from assuming the character of a renter-occupied complex, and to comply with any eligibility criteria for mortgages, including mortgages on the secondary mortgage market, insofar as such criteria provide that the Winship Farms Subdivision be substantially owner-occupied, leasing of Lots shall be governed by the restrictions imposed by this Section.

(a) Except as provided herein, the leasing of Lots, including the residences thereon, is hereby prohibited.

(b) **Definition.** "Leasing," for purposes of the Declaration, is defined as the regular, exclusive occupancy of a Lot by any person or persons other than the Owner; provided, however, leasing shall not include exclusive occupancy by the spouse, child or parent of an Owner and shall not include the occupancy by a roommate of an Owner who occupies the Lot as such Owner's primary residence.

(c) **General.** Any Owner who desires to lease such Owner's Lot, including the residence thereon, may do so only if the Owner has applied for and received from the Board of Directors either a "Leasing Permit" or a "Hardship Leasing Permit." Such a permit, upon its issuance, will allow an Owner to lease his or her Lot provided that such leasing is in strict accordance with the terms of the permit and this Section. The Board of Directors shall have the authority to establish conditions as to the duration and use of such permits. All permits shall be valid only as to a specific Lot Owner and Lot and shall not be transferable between either Lots or Lot Owners.

(d) **Leasing Permits.** An Owner's request for a Leasing Permit shall be approved if current, outstanding Leasing Permits have not been issued for more than ten Lots; provided however, an Owner who is shown in the Association's books and records to be more than thirty (30) days delinquent on any assessment or charge, and any Owner who is in violation of this Declaration, the Bylaws, or the rules and regulations, shall be ineligible for a leasing permit. A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (1) the sale or transfer of the Lot to a third party (excluding sales or transfers to an Owner's

spouse, a person cohabitating with the Owner, or a corporation, partnership, company, or legal entity in which the Owner is a principal); (2) the failure of a Lot Owner to lease his or her Lot within six months of the Leasing Permit having been issued; (3) the failure of a Lot Owner to have his or her Lot leased for any consecutive six month period thereafter; or (4) the occurrence of the date referenced in a written notification by the Owner to the Association that the Owner will, as of said date, no longer need the Leasing Permit. A Leasing Permit may be revoked by the Board of Directors upon the happening of any of the following events: (1) an Owner who is shown in the Association's books and records to be more than thirty (30) days delinquent on any assessment or charge, or (2) an Owner is in violation of this Declaration, the Bylaws, or the rules and regulations.

If current Leasing Permits have been issued for ten Lots, no additional Leasing Permits shall be issued (except for Hardship Leasing Permits, as set forth below) until the number of outstanding current Leasing Permits falls below ten Lots. Owners who have been denied a Leasing Permit shall automatically be placed on a waiting list for a Leasing Permit and shall be issued a Leasing Permit if they so desire when the number of current outstanding Leasing Permits issued falls to less than ten Lots. The issuance of a Hardship Leasing Permit to an Owner shall not cause the Owner to be removed from the waiting list for a Leasing Permit.

(e) Hardship Leasing Permits. If the failure to lease will result in a hardship, an Owner may seek to lease on a hardship basis by applying to the Board of Directors for a Hardship Leasing Permit. The Board of Directors shall have the authority to issue or deny requests for Hardship Leasing Permits in its sole discretion. In making such a determination, the Board may take any factor into account, including, without limitation: (1) the nature, degree, and likely duration of the hardship, (2) the number of Hardship Leasing Permits which have been issued to other Owners, (3) the Owner's ability to cure the hardship, and (4) whether previous Hardship Leasing Permits have been issued to the Owner. Hardship Leasing Permits shall be valid for a term not to exceed one year. Owners may apply for additional Hardship Leasing Permits. Hardship Leasing Permits shall be automatically revoked if during the term of the permit, the Owner is approved for and receives a Leasing Permit.

(f) Leasing Provisions. Leasing of Lots shall be governed by the following provisions:

(1) Notice. At least seven (7) days prior to entering into the lease of a Lot, the Owner shall provide the Board of Directors with a copy of the proposed lease and such other information as the Board may reasonably require. The Board may approve or disapprove the form of said lease. In the event a lease is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease in compliance with the Declaration and any rules and regulations adopted pursuant thereto. Within ten (10) days from the execution of the

lease by both parties, the Owner shall provide the Board with a copy of the executed lease and the names and phone number of the lessees.

(2) General. Lots may be leased only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Lots or assignment of leases unless approved in writing by the Board. All leases shall be for a period of at least six (6) months, except with written Board approval. The Owner must provide the tenant copies of the Declaration, Bylaws, and Association rules and regulations, and the written lease shall provide that the Owner has done so.

(3) Liability for Assessments and Compliance With Declaration, Bylaws, and Rules and Regulations. Any lease of a Lot shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner covenants and agrees that any lease of a Lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into a lease by existence of this covenant on the Lot. Any lessee, by occupancy of a Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(A) Liability for Assessments. Lessee agrees to be personally obligated for the payment of all assessments and all other charges against the Owner which become due during the term of the lease and any other period of occupancy by the lessee or which become due as a consequence of lessee's activities, including, but not limited to, activities which violate provisions of the Declaration, the Bylaws, or the rules and regulations adopted pursuant thereto. The above provision shall not be construed to release the Lot Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

When a Lot Owner who is leasing his or her Lot fails to pay any assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Lot Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon demand by the Board of Directors, lessee shall pay to the Association all unpaid annual and special assessments and other charges, as lawfully determined and made payable during the remaining term of the lease and any other period of occupancy by lessee following such demand. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's demand to pay assessments or other charges to the Association, lessee shall be obligated to pay to the Association all late charges, fines, interest, and costs of collection, including, but not limited to, reasonable attorney's fees actually incurred, to the same extent lessee would be required to make such payments to the Association if lessee were the Owner of the premises during the term of the agreement and any other period of occupancy by lessee, and including all amounts paid by lessee to lessor following the date of such demand from the Board.

(B) Compliance with Declaration, Bylaws, and Rules and Regulations. Lessee shall abide by and comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other occupants and guests in order to insure compliance with the foregoing. Lessee acknowledges that the violation by lessee or any occupant living with lessee of any provision of the Declaration, Bylaws, or rules and regulations adopted thereunder shall constitute a default under this lease. Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and is responsible for all violations and losses caused by such occupants, notwithstanding the fact that such occupants of the Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto. If the lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule and regulation for which a fine is imposed, such fine may be assessed against the lessee and/or the Owner; provided, however, if a fine is not paid by the lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Board of the lessee's failure to do so. Unpaid fines shall constitute a lien against the Lot. Any lessee charged with a violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto is entitled to the same procedure to which an Owner is entitled prior to the imposition of a fine or other sanction.

Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by lessee, any occupant, or any person living with lessee is deemed to be a violation of the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee on behalf and for the benefit of the Owner, in accordance with the terms hereof, or to require the Owner to do so. In the event the Association proceeds to evict the tenant, any costs, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the Lot and the Owner thereof, such being deemed hereby as an expense which benefits the leased Lot and the Owner thereof; and the Owner shall not again lease the Owner's Lot to any person without the expressed written approval of the Board.


(g) Applicability of this Section (Grandfathering of Existing Leases). Leases existing on the date which this Amendment is recorded in the Cobb County, Georgia land records shall not be subject to the terms of this Section and such leases may continue in accordance with the terms of the Declaration as it existed prior to the recording date of this Amendment; provided, however the following: (1) any assignment, extension, renewal, or modification of any lease agreement, including,

but not limited to, changes in the terms or duration of occupancy, shall be considered a termination of the old lease and commencement of a new lease which must comply with this Section; and (2) any Owner of a Lot which is leased on the date which this Amendment is recorded in the Cobb County, Georgia land records must, within forty-five (45) days of such recording date, notify the Board of Directors in writing that the Owner's Lot is leased and provide a copy of the lease agreement in effect to the Board of Directors. Failure to provide such notice and lease to the Board shall disqualify the Owner from this grandfather provision.

IN WITNESS WHEREOF, the undersigned hereby certify that this Amendment was properly approved.

Dated this 18th day of October, 2011.

WINSHIP FARMS HOMEOWNERS ASSOCIATION, INC.

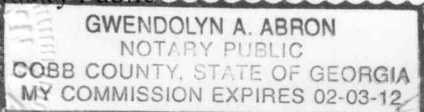

Signature of President

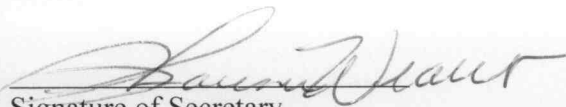
Print Name: SCOTT I. FARBER

Sworn to and subscribed before me
this 31st day of August, 2011.

Witness: 

Gwendolyn A. Abron
Notary Public




Signature of Secretary

Print Name: Shauna Weaver

Sworn to and subscribed before me
this 31st day of August, 2011.

Witness: 

Gwendolyn A. Abron
Notary Public

