



**REED PLACE HOA, INC.  
SMYRNA, GEORGIA**



REED PLACE HOA, INC. DOCUMENTATION

A. COVENANTS..... SECTION 1

B. BY-LAWS..... SECTION 2



# COVENANTS



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540  
500R192 ANDERSON ST.  
MARIETTA, GA 30060  
W/LWSTATE OF GEORGIA  
COUNTY OF COBBCLERK OF CO. COBB  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS FOR REED WOODS SUBDIVISIONTHIS DECLARATION, made this 3RD day of OCTOBER,  
1995, by REED DEVELOPMENT COMPANY, a Georgia corporation  
(hereinafter referred to as "Developer").W I T N E S S E T H

WHEREAS, Developer is the owner of the subdivision known as REED WOODS SUBDIVISION, and being a subdivision of all those certain lots, tracts or parcels of land situated, lying and being in Land Lot 456 of the 17th District, 2nd Section, Cobb County, Georgia, and being more fully delineated by a plat, dated February 22, 1995 and recorded in Plat Book 156, Page 39, Records of Cobb County, Georgia; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values in Reed Woods Subdivision, and for the maintenance of property and improvements thereon, and to this end desires to subject the property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of the Property; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values in Reed Woods Subdivision, to create an agency to which should be delegated and assigned the powers of owning, maintaining and administering the common area and improvements thereon and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer will cause to be incorporated under the laws of the State of Georgia the Reed Woods HOA, Inc., a non-profit corporation, for the purpose of exercising the aforesaid functions.

NOW, THEREFORE, Developer declares that the real property described above 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.

ARTICLE I  
DEFINITIONS

Section 1. Additional Property. "Additional Property" means the additional property which may be added to the Property and made subject to this Declaration pursuant to Article IX hereof. A description of the Additional Property is set forth on Exhibit "B" attached hereto and made a part hereof.

Section 2. Architectural Control Committee shall mean and refer to Reed Development Company, or such other entity or individual as Developer may appoint, until all Lots in Reed Woods Subdivision have been fully developed and permanent improvements constructed thereon and sold to permanent residents. At such time as all Lots are fully developed and permanent improvements constructed thereon and sold to permanent residents, the then current Developer shall relinquish its right to appoint the Architectural Control Committee and said Committee shall be appointed by the Board.

Section 3. Association shall mean and refer to Reed Woods HOA, Inc., its successors and assigns.

Section 4. Board shall mean and refer to the Board of Directors of the Association.

Section 5. 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. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described on Exhibit "A" attached hereto and hereby incorporated by this reference.

Section 6. Common Expenses shall mean and refer to the actual and estimated expenses 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 7. Declaration shall mean the covenants, conditions, restrictions and easements and all other provisions herein set forth in this entire document, as may from time to time be amended.

Section 8. Developer shall mean and refer to Reed Development Company, a Georgia corporation, or any successor in title or any successor in interest to Reed Development Company 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 it is stated that the rights of

Developer are conveyed therewith or if in any subsequent recorded instrument the then current Developer conveys Developer's rights to such successor-in-title.

Section 9. "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 Reed Woods Subdivision or any expansion thereof by Developer.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any lot which is part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

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

Section 12. "Property" shall mean and refer to that certain real property described on the plat hereinabove referenced.

Section 13. "Structure" shall mean and refer to:

(a) 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;

(b) 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

(c) 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.

ARTICLE II  
ARCHITECTURAL CONTROL COMMITTEE

Section 1. Purpose, Powers and Duties of the Architectural Control Committee.

(a) 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.

(b) To preserve the architectural appearance of the neighborhood, no construction or placement of improvements of any nature whatsoever shall be commenced or maintained by any owner, his family, tenants, visitors, guests, servants, and agents with respect to the exterior of any house or with respect to any other portion of any lot or other parcel of land, including without limitation, the construction or installation of sidewalks, driveways, decks, patios, swimming pools, tennis courts, greenhouses, playhouses, garages, guest or servants' quarters, or other outbuildings, nor shall any exterior addition to or change or alteration therein be made, unless and until the plans and specifications showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of external design, location, and appearance in relation to surrounding structures and topography by the Architectural Control Committee. The Architectural Control Committee shall have the sole discretion to determine whether the plans and specifications submitted for approval are acceptable and in compliance with the total scheme of the neighborhood. If same are not approved or disapproved within thirty (30) days from date submitted, then same shall be approved by default.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

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: Every person who is an Owner, with the exception of the Developer, shall be a Class A member and shall be entitled to one vote for each Lot owned. When more than one Person is a Class A member by virtue of an ownership interest in the same Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. In the event of disagreement among such persons and in an attempt by two or more of them to cast the vote of such Lot, such persons shall not be recognized and the vote of such Lot shall not be counted. The membership of Class A members shall automatically terminate upon the member's sale of his Lot. However, no termination of Class A membership shall affect such member's obligation to pay assessments, as hereinafter provided for, due and payable for any period prior to the date of such termination, and there will be no refund for assessments paid for periods falling after the date of such termination.

Class B: The Developer 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 it. The Class B membership shall cease and shall be converted to Class A membership at such time as the first of the following events occurs:

- (a) the termination of seven (7) years from the date of recording of this Declaration; or
- (b) the date as of which three fourths (3/4) of the Lots which may be developed on the Property shall have been conveyed, by the Developer to any individual Owner or Owners for residential occupancy; or
- (c) the surrender by the Developer of the authority to appoint and remove members of the Board of the Association by an express amendment to this Declaration executed and recorded by the Developer; provided, however, that so long as any

mortgagee of Developer holds a security interest in any portion of the Property as security for a development loan to Developer, the Class B member membership shall not terminate without the prior written consent of such mortgagee. If at the time of termination of the Class B membership Developer still owns any Lots, then as to each Lot owned by Developer, Developer shall be deemed to be a Class A member.

#### 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 charge a reasonable admission and other fees for the use of any recreational facility which may in the future be situated upon the Common Area.

(b) the right of the Association to suspend the voting rights and right to use of the Common Area by an Owner or his designee for any period during which any assessment against his Lot remains unpaid, and for a period of not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) 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 of the Class A members and the Class B member, if any, to give as security a mortgage conveying all or any portion of the Common area.

(d) 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 each class of members, agreeing to such dedication or transfer, has been recorded.

(e) the easements reserved in Article VII of this Declaration.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his right or use and enjoyment in and to the Common Area and the improvements thereon to the members 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. 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

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. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to fulfill the purposes of the Association.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Sixty Dollars (\$60.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum 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 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Lot on the date that such Lot is conveyed to an Owner. 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. Developer shall, however, fund any deficit which may exist between assessments and the annual budget or pay the annual assessment and any special assessments due for as long as there is a Class B member of the Association. Developer's obligation hereunder shall constitute a lien against all real property owned by Developer and subject to this Declaration. The due dates shall be established by the Developer until there is no longer a Class B member and then by the Board. The Association shall, upon demand, and for a 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 have been paid. A properly executed certificate of the Association as to the status of assessments on a specified Lot is binding upon the Association as of 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 sent to the Association in the same manner as provided for notices in Section 6 hereof.

Section 8. 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 rate of six percent (6%) 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 other 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 to the Association, nevertheless, subject to acceptance thereof by the Association, a deed in lieu of action on lien.

Section 9. Subordination of 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 of 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; and (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 except as set forth in Article V, Section 8, pertaining to the Developer.

Section 11. Effect of Delinquency on Class A Members. Notwithstanding all of the foregoing rights of the Association, the Association shall have the further right to prohibit a delinquent Class A member, such delinquency being as herein defined, from using in any manner the Common Area.

## ARTICLE VI MAINTENANCE

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. 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, if any, and buildings and other improvements, if any, 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 but not limited to water, sewers, gas, telephones, 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 this 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 to proper attachments in connection with the transmission of electricity, gas, water, telephone, community antennae, 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;

(d) For the use of the Common Area and any sales office, model units and parking spaces in connection with its efforts to market Lots;

(e) 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.

Section 3. Easements for Association. There shall be a general right and easement for the benefit of the Association, its directors, officers, agents and employees, including any management company retained by the Association, to enter upon the Common Area and the Lots to perform their respective duties.

## 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. 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 Reed Woods Subdivision 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 Reed Woods Subdivision.

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. 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. Refuse containers shall be kept behind the front of the house (in relation to the street on which the house fronts) except on days for collection.

Section 4. 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 5. 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 six (6) square feet in area; and

(iii) directional signs for vehicular or pedestrian safety;

(iv) entry signs used to identify subdivision, marketing signs used to advertise subdivision by Developer and in conjunction therewith brochure holders.

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

Section 6. Fences. No chain link or cyclone fences may be placed on the property. No fences shall be erected further forward toward the street on which a residence fronts than the rear-most portion of said residence. All fences must be approved by the Architectural Control Committee as set forth in Article II herein.

Section 7. Recreational Vehicles, Trailers, etc. Recreational vehicles, trailers, campers, trucks (except pickups and vans), travel buses or any such equipment must be parked in extreme rear of property and sufficient natural cover erected to shield same from visibility. No inoperative vehicle shall be parked on any Lot for any period of time in excess of fourteen (14) days. No owners or occupants of any lot or parcel of land shall repair or restore any vehicle of any kind upon any lot or upon any parcel of land, except for emergency repairs, and then only to the extent necessary to enable the movement thereon to a proper repair facility. Other permitted vehicles shall be parked only on paved driveways.

Section 8. Recreational Equipment. No recreational and playground equipment shall be placed or installed on any Lot which is visible from the street abutting such Lot without prior written approval of the Architectural Control Committee.

Section 9. Accessory Structures. A detached accessory structure may be placed on a Lot to be used for a playhouse, a swimming pool, tennis court, a tool shed, a mailbox, a dog house or a garage; a garage may also be an attached accessory structure. Such accessory structures shall not exceed twenty (20) feet in height and shall conform in exterior design and quality to the dwelling on the same Lot. With the exception of a garage that is

attached to a dwelling, an accessory structure placed on a Lot shall be located only behind the dwelling as such dwelling fronts on the street abutting such Lot. Such accessory structures shall also be located with such side and rear setback lines as may be required hereby or by applicable zoning law. However, there shall be no lighting for tennis courts or any other outside lighting except as may be approved by the Architectural Control Committee. Any such accessory structure must be approved, in advance, in writing by the Architectural Control Committee.

Section 10. Improvement of Lots. All construction of dwellings, accessory structures and all other improvements in Reed Woods Subdivision 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 a 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 and 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.

(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 the length of time reasonably necessary for the construction in which such materials or devices are to be used.

(e) No above ground pools and 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, the location and design of which must first be approved by the Architectural Control Committee.

(f) Adequate off-street parking shall be provided for each Lot.

(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.

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

Section 11. Animals. No animals, including birds, insects and reptiles, may be kept on any Lot unless kept thereon solely as household pets and not for commercial purposes. No animal shall be allowed to become a nuisance.

Section 12. Accessory Structures Installed by Developer. Entry signs, fences, walls and landscaping installed by Developer on the Property shall be and are hereby dedicated to the use and benefit of all owners, and shall not be removed or altered without a two-third (2/3) vote of the Association Class A members.

Section 13. Miscellaneous Fixtures. To provide a neat, attractive and harmonious appearance throughout the neighborhood, no awnings, shades or window boxes shall be attached to, or hung or used on the exterior of, any window or door of any house; and no railings, fences, walls, antennae or satellite dishes shall be installed or constructed upon any lot or parcel of land without the prior written consent of the Architectural Control Committee. Further, no foil or other reflective material shall be used on any windows or sunscreens, blinds, shades or for any other purpose, nor shall any window mounted heating, air-conditioning or fan units be permitted. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained upon any lot or parcel of land, nor shall any clothing, rugs or other items be hung on any railing, fence, hedge or wall.

Section 14. Waste Materials. Trash, garbage, debris and other waste materials shall be kept in secure and sanitary containers which are maintained in a safe, clean and sanitary condition and shall be located in a screened or enclosed area approved as part of the original construction of a Home.

Section 15. Clotheslines. No clotheslines shall be erected or maintained, and no clothing, towels, linens or other items shall be hung or draped, on a Lot or Home.

Section 16. Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the Declarant of plans and specifications for the prevention and control of such erosion or siltation. Declarant may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape and required landscaping as provided in Section 17.

Section 17. Landscaping. No construction or alteration of any Improvement shall take place without the prior written approval by the Declarant of plans and specifications for the landscaping to accompany such construction or alteration.

Section 18. Animals. No animals, including birds, insects and reptiles, may be kept on any Lot unless kept thereon solely as household pets and not for commercial purposes. No animal shall be allowed to become a nuisance. No improvement for the care, housing or confinement of any animal shall be constructed, placed or altered on any Lot unless plans and specifications for said Improvement have first been approved by the Declarant.

Section 19. Redecorating. Any and all proposed exterior redecoration of any dwelling or accessory structure must be first approved in writing by the Declarant as to the plans and specifications therefor commencing any such exterior redecoration.

Section 20. Yard Maintenance. Maintenance of planting beds, trees and shrubbery shall remain the responsibility of the Owners as to their respective Lots.

## ARTICLE IX GENERAL PROVISIONS

### Section 1. Enforcement.

(a) The Association, the Architectural Control Committee, the Developer or any Owner shall have the right to enforce, by a 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 abatement means the right of the Architectural Control Committee, through its agents 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 notice 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 sections.

Section 4. Duration. 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 (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 restrictions 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 and Owners, 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 this

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 which presently is: or at such different address or addresses as reflect their proper address. 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 delivered upon mailing by United States registered or certified mail or when delivered in person.

Section 7. Annexation. Subject to the rights of Developer under Section 8(e) hereof, additional residential property and Common Area may be annexed to the Property subject to this Declaration with the consent of two-thirds (2/3) of each class of members.

Section 8. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Developer:

(a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith,

(b) 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,

(c) 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

(d) if such amendment is necessary to enable any governmental agency, such as the Veterans Administration, the Federal Housing Administration or a 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 to time by an agreement signed by at least seventy-five (75%) percent of the Owners of Lots; provided, however, such amendment by the Owners shall not be effective unless also signed by Developer, if 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.

(e) Developer does hereby reserve the right, in its sole discretion, to expand this declaration to include other real property more particularly described by Exhibit "B" attached hereto and incorporated herein by this reference by Developer's submission of such real property to the rights, privileges and obligations contained herein. Such submission shall be evidenced by an amendment filed to this Declaration setting forth the real property to which this Declaration shall apply. Upon which submission, said real property shall be subject to and governed by this Declaration as if included herein ab initio.

(1) Notwithstanding the foregoing, or any other provision of this Declaration, for so long as there is a Class E member, the following matters shall require the approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

IN WITNESS WHEREOF, REED DEVELOPMENT COMPANY 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 above written.

Signed, Sealed and Delivered  
this 3<sup>rd</sup> day of October,  
1995 in the presence of:

Robin B. Sandler

"DEVELOPER"

REED DEVELOPMENT COMPANY

By: Debra R. Hudson  
Title: Secretary

Attest: Debra R. Hudson  
Secretary

(CORPORATE SEAL)

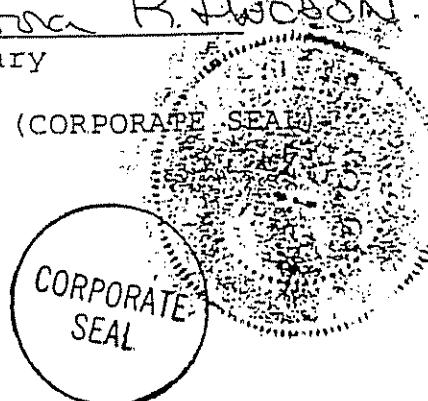
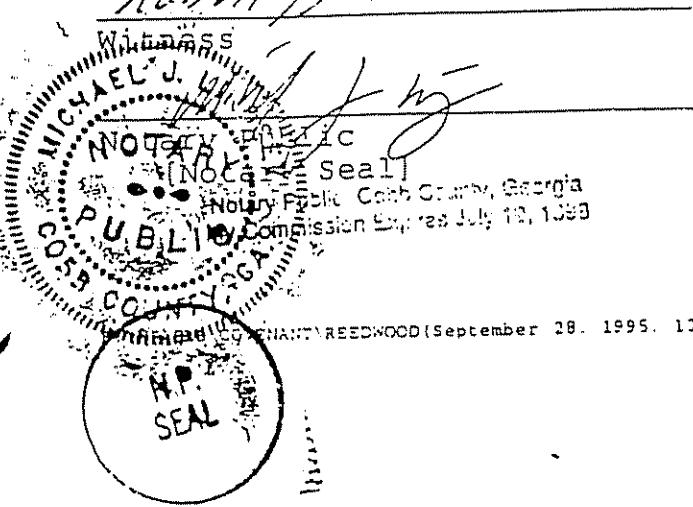


EXHIBIT "A"

None

EXHIBIT "B"

EAST SIDE OF GANN ROAD

All that tract or parcel of land lying and being located in Land Lot 456, 17th District, 2nd Section, Cobb County, Georgia, and being more particularly described as follows:

Beginning at an iron pin set (1/2" rebar) at the intersection of the southern line of Land Lot 456 and the east right of way (R/W) line of Gann Road (50' R/W); thence along said R/W line the following courses and distances; 367.43 feet along a curve to the left, said curve having a chord of North 26°37'01" East 367.20 feet and a radius of 3050.00 feet, to a point; thence 156.51 feet along a curve to the left, said curve having a chord of North 13°43'35" East 155.81 feet and a radius of 475.00 feet, to a point; thence 309.36 feet along a curve to the left, said curve having a chord of North 01°42'17" East 309.25 feet and a radius of 3432.09 feet, to a point; thence North 00°52'39" West, a distance of 195.38 feet to a point; thence 204.92 feet along a curve to the left, said curve having a chord of North 06°53'07" West 204.54 feet and a radius of 977.16 feet, to a point; thence North 12°53'34" West, a distance of 90.98 feet to an iron pin set at the intersection of said R/W line with the north line of Land Lot 456; thence leaving said R/W line and following said Land Lot Line North 89°04'27" East, a distance of 185.11 feet to an iron pin found (1" rod); thence leaving said Land Lot Line South 01°17'32" East, a distance of 99.83 feet to an iron pin found (3/4" rod); thence North 89°03'12" East, a distance of 273.67 feet to a point; thence South 00°19'40" East, a distance of 170.07 feet to an iron pin found (1/4" rebar); thence South 00°19'40" East, a distance of 299.95 feet to an iron pin found (1/4" rebar); thence South 00°22'16" East, a distance of 185.42 feet to an iron pin found (1/4" rebar); thence South 00°22'16" East, a distance of 535.34 feet to a point on the south line of Land Lot 456; thence following said Land Lot Line North 89°20'55" West, a distance of 631.24 feet to the POINT OF BEGINNING.

Said tract containing 12.891 acres and is shown as TRACT TWO on a survey for Raymond M. Reed by Rochester & Associates, Inc. dated April 15, 1994.

TOGETHER WITH:

All that tract or parcel of land lying and being located in Land Lot 456, 17th District, 2nd Section, Cobb County,

Georgia, and being more particularly described as follows:

Beginning at the common corner of Land Lots 456, 457, 480 and 481; thence West along the southern line of Land Lot 456 a distance of 385.79 feet to a point; thence North 00°22'16" West, a distance of 535.34 feet to an iron pin found (1/4" rebar); thence South 73°30'12" East, a distance of 92.98 feet to an iron pin found (1/4" rebar); thence South 64°51'20" East, a distance of 57.75 feet to an iron pin found (1/4" rebar); thence South 58°08'06" East, a distance of 56.88 feet to an iron pin found (1/4" rebar); thence South 85°48'47" East, a distance of 21.06 feet to an iron pin found (1/4" rebar); thence North 65°00'45" East, a distance of 202.49 feet to an iron pin set on the eastern line of Land Lot 456; thence following said eastern line of Land Lot 456 South 00°32'02" West, a distance of 542.77 feet to the common corner of Land Lots 456, 457, 480 and 481 and the POINT OF BEGINNING.

Said tract contains 4.459 acres and is shown as TRACT FOUR on a survey for Raymond M. Reed by Rochester & Associates, Inc. dated April 15, 1994.

LESS AND EXCEPT:

All that tract or parcel of land lying and being located in Land Lot 456, 17th District, 2nd Section, Cobb County, Georgia, and being more particularly described as follows:

Beginning at an iron pin found (1/2" rebar) forming the common corner of Land Lots 456, 457, 480 and 481; thence North 89°20'55" West, a distance of 454.59 feet to a point in the centerline of a creek; thence following the aforementioned creek the following: North 34°36'51" East, a distance of 79.07 feet to a point; thence North 77°44'25" East, a distance of 42.51 feet to a point; thence North 39°05'11" East, a distance of 70.75 feet to a point; thence North 57°42'44" East, a distance of 70.13 feet to a point; thence North 19°49'53" East, a distance of 60.90 feet to a point; thence North 86°33'44" East, a distance of 72.41 feet to a point; thence North 47°36'34" East, a distance of 43.05 feet to a point; thence North 13°53'09" East, a distance of 130.11 feet to a point; thence North 19°40'18" East, a distance of 76.18 feet to a point; thence North 31°40'36" West, a distance of 37.92 feet to a point; thence leaving the aforementioned creek North 65°00'45" East, a distance of 118.69 feet to a point on the land lot line common to Land Lots 456 and 481; thence along the aforementioned land lot line South

00°32'02" West, a distance of 542.77 feet to an iron pin found being the POINT OF BEGINNING.

Said tract contains 112,049 sq. feet or 2.572 acres, and is shown as OUTPARCEL, GANN ROAD SUBDIVISION, on a preliminary survey by Rochester & Associates, Inc. dated July 14, 1994.

WEST SIDE OF GANN ROAD

All that tract or parcel of land lying and being located in Land Lot 456, 17th District, 2nd Section, Cobb County, Georgia and being more particularly described as follows:

Beginning at an iron pin set (1/2" rebar) at the intersection of the south line of Land Lot 456 and the west right of way (R/W) line of Gann Road (50' R/W); thence leaving said R/W line North 89°20'55" West along the south line of Land Lot 456, a distance of 272.05 feet to an iron pin found (1/2" pipe) at the common corner of Land Lots 408, 409, 456 and 457; thence North 00°44'32" West along the west line of Land Lot 456, a distance of 1163.47 feet to an iron pin found (1/2" pipe); thence leaving said Land Lot line North 88°56'00" East, a distance of 479.17 feet to an iron pin found (1/2" rebar) on the west R/W line of Gann Road; thence along said R/W line the following courses and distances: 194.43 feet along a curve to the right, said curve having a chord of South 06°53'07" East 194.08 feet and a radius of 927.16 feet, to a point; thence South 00°52'39" East, a distance of 195.38 feet to a point; thence 304.85 feet along a curve to the right, said curve having a chord of South 01°42'17" West 304.75 feet and a radius of 3382.09 feet, to a point; thence 140.04 feet along a curve to the right, said curve having a chord of South 13°43'35" West 139.41 feet and a radius of 425.00 feet, to a point; thence 389.67 feet along a curve to the right, said curve having a chord of South 26°53'13" West 389.40 feet and a radius of 3000.00 feet, to the POINT OF BEGINNING.

Said tract containing 12.235 acres and is shown as Tract One on a survey for Raymond M. Reed prepared by Rochester & ASSOC., Inc. dated April 15, 1994.

STATE OF GEORGIA  
COUNTY OF COBB

FIRST AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS FOR REED WOODS SUBDIVISION

THIS AMENDMENT made this 8th day of January, 1996, by REED DEVELOPMENT COMPANY, a Georgia corporation (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Developer published that certain Declaration of Covenants, Conditions, Restrictions and Easements for Reed Woods Subdivision dated October 3, 1995, recorded October 3, 1995, Deed Book 9148, page 58, Records of Cobb County, Georgia (hereinafter referred to as the "Declaration"); and

WHEREAS, Article IX (General Provisions), Section 8 of said Declaration provides Developer shall have the option and right from time to time, without the necessity of consent by the Association, the Board or the Owners, to amend and/or submit all or portions of additional property to this Declaration and thereby to cause additional property, or such portions thereof, to become a part of the property; and

WHEREAS, Developer is the Owner and developer of certain additional real property lying and being in Land Lot 456 of the 17th District, 2nd Section, Cobb County, Georgia, being known as Reed Place Subdivision, Phase II, and being more particularly described and delineated by a plat prepared by Rochester & Associates, Inc., James C. Jones, Georgia Registered Land Surveyor No. 2298, dated October 17, 1995, last revision filed January 4, 1996, in Plat Book 159, page 82, Records of Cobb County, Georgia. (hereinafter referred to as the "Additional Property"); and

WHEREAS, Developer desires to subject the Additional Property to each of the covenants, conditions and restrictions set forth in the Declaration and to amend said Declaration pursuant to the authority granted therein in order to expand the Declaration to include said Additional Property.

NOW, THEREFORE, for and in consideration of the premises, said Declaration is hereby amended as follows:

1.

The name of the Subdivision as shown on the original Declaration of Covenants, Conditions, Restrictions and Easements filed at Deed Book 9148, page 58, Records of Cobb County, Georgia, shall be changed from Reed Woods Subdivision to Reed Place Subdivision.

2.

The Additional Property described above shall be and is hereby made subject to and a part of the Declaration of Covenants, Conditions, Restrictions and Easements for Reed Place Subdivision f/k/a Reed Wood Subdivision, and being more particularly described and delineated by a plat prepared by Rochester & Associates, Inc., James C. Jones, Georgia Registered Land Surveyor No. 2298, dated October 17, 1995, last revision filed January 4, 1996, in Plat Book 159, page 82, Records of Cobb County, Georgia

3.

The Additional Property described above shall be and is hereby made subject to each of the covenants, conditions, restrictions and easements set forth in the Declaration.

4.

Except as otherwise specifically amended, said Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, REED DEVELOPMENT COMPANY has caused this Second Amendment to be executed in its name and by its duly authorized officer and its seal affixed on the day and year first above written.

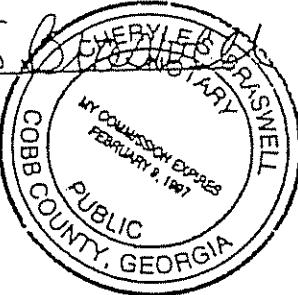
"DEVELOPER"  
REED DEVELOPMENT COMPANY

By: Patricia Reed Carter, President

(CORPORATE SEAL)

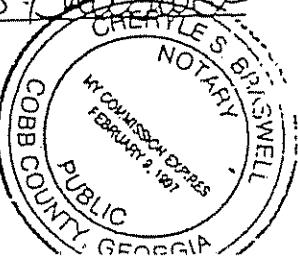
Signed, sealed and delivered  
in the presence of:

Elder Nash  
Cheryl S. Baskin  
Notary Public



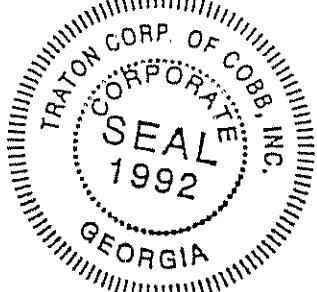
Signed, sealed and delivered  
in the presence of:

Elder Nash  
Cheryl S. Baskin  
Notary Public



CONSENTED AND AGREED TO BY:  
TRATON CORP. OF COBB, INC.

By: William C. Poston (SEAL)  
William C. Poston, President





# BY-LAWS



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BY-LAWS  
OF  
REED PLACE HOA, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Reed Place HOA, Inc. (hereinafter referred to as the "Association"). The principal address of the corporation shall be P.O. Box 125, Smyrna, Cobb County, Georgia 30081, but meetings of members and directors may be held at such places within the State of Georgia, County of Cobb, as may be designated by the Board of Directors. The principal office may be changed by a vote of the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1 "Association" shall mean and refer to Reed Place HOA, Inc., its successors and assigns

Section 2 "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3 "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners

Section 4 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6 "Declarant" shall mean and refer to Reed Development Co., Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the Office of the Clerk of the Superior Court of Cobb County, Georgia.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

## ARTICLE III

### MEETING OF MEMBERS

Section 1. Annual Meeting The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7 00 o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday

Section 2. Special Meeting Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership

Section 3. Notice of Meetings Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting

Section 4. Quorum The presence at the meeting of members entitled to cast, or of proxies entitled to cast, three-fifths (3/5<sup>th</sup>) (60%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented

Section 5. Proxies At all meeting of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be signed by the "Record Owner/s" and shall identify and be signed by the proxy voter and all signatures shall be witnessed by a competent third party. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

## ARTICLE IV

### BOARD OF DIRECTORS: SELECTION. TERM OF OFFICE

Section 1. Number The affairs of this Association shall be managed by a Board of seven (7) Directors, who need not be members of the Association.

Section 2. Term of Office At the first annual meeting, the members shall elect three (3) Directors for a term of one (1) year and four (4) Directors for a term of two (2) years. At each annual meeting thereafter the members shall elect/re-elect three (3) Directors at meetings held in even years and four (4) Directors at meetings held in odd years for a term of two (2) years to help maintain continuity of the Board.

Section 3. Removal Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken With a Meeting The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings Regular meetings of the Board of Directors shall be held at least quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings Special Meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of any recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration,

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meeting of the Board of Directors, and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties

Section 2. Duties It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote,

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed,

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period, and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer or issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payments,

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association,

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate,

(g) cause the Common Area to be maintained

ARTICLE VIII  
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer, and such other officers as the Board may from time to time by resolution create

Section 2. Election of Officers The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members

Section 3. Term The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to service

Section 4. Special Appointments The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine

Section 5. Resignation and Removal Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties The duties of the officers are as follows.

President

(a) The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notices of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association; keep proper books of account, cause an annual compilation of the Association books to be made by a public accountant at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members

## ARTICLE IX

### COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose. Notwithstanding any provision to the contrary herein, Declarant shall have the right to appoint the Architectural Control Committee until such time as Declarant records a document surrendering such right in the records of Cobb County, Georgia.

## ARTICLE X

### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE XI

### ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. 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 rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

## ARTICLE XII

### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Reed Place HOA, Inc.

## ARTICLE XIII

### AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control, and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control

## ARTICLE XIV

### MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of every year, except that the first fiscal year shall begin on the date of incorporation



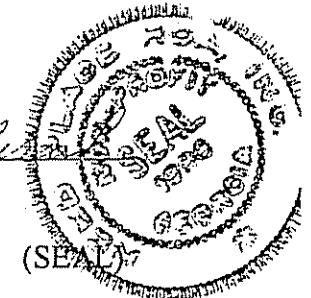
CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of Reed Place HOA, Inc., a Georgia corporation, and

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 18<sup>th</sup> day of August, 1997

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed the seal of said Association, this 18<sup>th</sup> Day of August, 1997

  
Linda Roden  
Secretary  
  
(SEAL)

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