

Jay C. Stephenson

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Clerk of Superior Court Cobb Cty. Ga.

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After recording, please return to:
Lazega & Johanson LLC
3530 Piedmont Road, N.E. Suite 415
Atlanta, Georgia 30329 Attn: MMR

GEORGIA/COBB

Cross Reference: Deed Book 9148
Page 58

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

WHEREAS, Reed Development Company ("Developer") filed that certain Declaration of Covenants, Conditions, Restrictions and Easements for Reed Woods Subdivision, as amended ("Declaration") on October 3, 1995 in Deed Book 9148, Page 58, et seq., Cobb County, Georgia land records; and

WHEREAS, Article IX, Section 8(d) of the Declaration provides that the Declaration may be amended by seventy-five (75%) percent of the Owners of Lots; provided however, any such amendment by the Owners must also be approved by the Developer, so long as the Developer owns any real property subject to the Declaration; and

WHEREAS, seventy-five (75%) percent of the Owners of Lots have approved these amendments, as evidenced by the signatures on the consent forms retained in the records of the Association and as attested by the signatures of the officers of the Association attached hereto; and

WHEREAS, the Developer no longer owns any property subject to the Declaration.

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

1.

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

Section 14. "Community-Wide Standard" shall mean and refer to the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors and the Architectural Control Committee.

2.

Article II of the Declaration is hereby deleted in its entirety and the following new Article II is substituted therefor:

The Architectural Control Committee ("ACC") shall constitute a standing committee of the Association. The ACC shall consist of the Board of Directors unless the Board of Directors delegates to other Persons the authority to serve on the ACC.

Section 1. Limitation on Exterior Modifications. Except as otherwise provided herein, no Owner, occupant, or any other person may, without written approval of the Board or ACC:

- (a) construct any Structure or other improvement on a Lot;
- (b) make any change or alteration that affects the exterior appearance of the Lot; or
- (c) erect, place or post any object or thing on the Lot that affects the exterior appearance of the Lot.

Additionally, no modification shall encroach onto the Common Area unless expressly approved in writing by the Board.

Section 2. Standards and Interpretation. The Board of Directors may establish, amend and publish written Community-Wide Standards for modifications that affect the exterior appearance of Lots. These standards may vary for different parts of the Community, based on street visibility and location of the proposed modification or Lot. Any standards established by the Board hereunder may be amended or vetoed by a majority of the total Association vote. No Board decision or interpretation regarding such standards shall constitute a binding precedent with respect to subsequent Board decisions or interpretations.

Section 3. Application Process and Review. The Board of Directors may establish procedures, forms, conditions and requirements for the submission of applications for modifications to the exterior appearance of a Lot. Such applications shall be in writing and, unless otherwise provided by the Board, submitted to the ACC. If the application requests any variance from provisions of this Declaration or published Community-Wide Standards related to the exterior appearance of the Lot, the Owner must expressly identify such variance in the application. No approval issued hereunder shall authorize such a variance unless that variance is expressly identified in the application and specifically approved in writing by the Board or ACC. Except as may otherwise be determined by the Board, the ACC or its designated representative shall be the sole arbiter of such application.

The standard for approval of such modifications shall include, but not be limited to: (1) aesthetic consideration; (2) materials to be used; (3) compliance with the Community-Wide Standards, this Declaration, or the design standards which may be established by the Board; (4) harmony with the external design of the existing dwellings, Lots and structures, and the location in relation to surrounding structures and topography; and (5) any other matter deemed to be relevant or appropriate by the Board or ACC. The Board or ACC shall approve any request that it determines, in its reasonable discretion, to be in

substantial compliance with such standard for approval. No Owner who is more than thirty (30) days delinquent in the payment of assessments or other charges to the Association is eligible to submit or to be considered for an ACC application.

Section 4. Ruling on Application. If the Board or ACC fails to approve or to disapprove such application within 45 days after the application and all required information have been submitted, the Owner submitting the application may issue written notice, via certified mail, to the Association President, informing the President of the Owner's intent to proceed with the modification as identified in the application. Unless the Association issues a written disapproval of the application within 10 days of receipt of the Owner's notice, the approval will not be required and this subparagraph will be deemed complied with as to the items specifically identified in the application. However, even if the requirements of this Section are satisfied, nothing herein shall authorize anyone to construct or maintain any modification that is otherwise in violation of this Declaration, the design standards, or of any applicable zoning or other laws. Except as provided in this Section, no approval of a modification shall be valid unless issued in writing. Owners may not rely on any verbal approval or statements from any person as the approval required for a modification.

Section 5. Appeal. If the ACC does not consist of the Board of Directors, and the ACC disapproves any application or part thereof, an Owner may, in writing, appeal the ACC's decision to the Board. The notice of appeal must be sent to the Board by certified mail and received by the Board within 14 days from the date of the ACC's disapproval notice, or the decision of the ACC shall become final and all rights of appeal shall terminate. Within 45 days of receipt of a timely appeal, the Board shall approve, disapprove, or conditionally approve the Owner's application, and such ruling shall be final and binding on the Owner.

Section 6. Commencement and Completion of Construction. All modifications approved hereunder must be commenced within six months from the date of approval, or such approval shall be deemed revoked, unless the Board or ACC gives a written extension for commencing the work. All work approved hereunder shall be completed in its entirety within six months from the date of commencement, unless otherwise agreed in writing by the Board or ACC.

Section 7. Professional Consultants and Fees. The Board of Directors shall be authorized to charge, as a specific special assessment, against any Owner and Lot: (1) a reasonable administrative fee for review of modifications on, or submitted plans for, such Lot; and (2) reasonable fees for any architect, engineer or other professional consultant engaged by the Board to assist with review of modifications on, or submitted plans for, such Lot. Any professional consultants fees shall constitute specific assessments as described in this Declaration.

Section 8. Limitation of Liability. The Association, Board of Directors, ACC, and members thereof, are not responsible for ensuring, and shall not be held liable for any injury, damage or loss arising out of: (1) the quality, structural integrity or soundness of any modification on a Lot; or (2) any modification's compliance with building codes, zoning regulations or other governmental requirements.

3.

Article III, Section 2 of the Declaration is hereby amended by deleting the Paragraph that begins with "Class B" in its entirety and substituting the following therefor:

The Class B membership has expired and all reference thereto in the Declaration and By-Laws shall be stricken by virtue of this amendment.

4.

Article V, Section 3 of the Declaration is hereby deleted in its entirety and the following new Section 3 is substituted therefor:

Section 3. Computation of Operating Budget and Assessment. To establish the annual assessment for a fiscal year, the Board of Directors shall prepare a budget covering the estimated costs of operating the Property, which may include a reserve contribution as provided below. The Board shall provide the budget to the Owners at least 30 days before the due date of such assessment, or the first installment thereof. The budget and the assessment shall become effective unless, before the due date of such assessment, a majority of the total Association membership votes to disapprove them at a duly called membership meeting.

If the membership disapproves the proposed budget or the Board of Directors fails for any reason to determine a new budget, the budget then in effect shall continue until a new budget is adopted as provided herein. The Board may adopt an adjusted budget at any time during the year following the procedure specified above.

The budget shall not operate as a limitation on expenditures by the Board of Directors. The budget is merely an estimate of Common Expenses on which the Board establishes the annual assessment.

5.

Article VI of the Declaration is hereby deleted in its entirety and the following new Article VI is substituted therefor:

ARTICLE VI MAINTENANCE

Section 1. Owner's Responsibility. Each Owner shall maintain and keep his or her Lot and dwelling in good repair, condition and order. This maintenance obligation shall include, but not be limited to, roofs, gutters, downspouts, exterior building surfaces, foundations and foundation walls, windows, doors, trees, shrubs, grass, walks, walls and other improvements on the Owner's Lot. In addition, each Owner shall maintain any public right-of-way located between the Owner's Lot and the curb of the street(s) bordering such Lot. Such maintenance shall be performed consistent with this Declaration and the Community-Wide Standard established pursuant hereto. Each Owner shall perform his or her responsibility hereunder in such manner so as not to unreasonably disturb other Lot Owners.

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Property by an Owner or Occupant which is the responsibility of the Association hereunder (including, but not limited to landscaping of Common Property) shall be performed at the sole expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

Section 2. Association's Responsibility. The Association shall maintain, keep in good repair, replace and, in the Board of Directors' discretion, improve or alter the Common Area. This maintenance obligation shall include amenities, paved access and parking areas, greenbelts, trees, shrubs, grass, walks, drives and other improvements located on the Common Area. The Association shall also maintain and keep in good repair all water and sewer pipes or facilities which serve the Common Area, to the extent that such pipes and facilities are not maintained by public, private, or municipal utility companies.

The Association shall have the right, but not the obligation, to maintain public rights of way adjacent to the Property and other property not owned by the Association, if the Board of Directors, in its sole discretion, determines that such maintenance would benefit the Property. At any point thereafter, the Board can cease to maintain such property and such maintenance obligation will revert back to the party originally responsible therefore.

The foregoing maintenance shall be performed consistent with the Community-Wide Standard. If, during the course of performing its maintenance responsibilities hereunder, the Board discovers that maintenance, repair or replacement is required of an item which is the Owner's responsibility, and such maintenance, repair or replacement must be performed for the Association to properly complete its maintenance project, then the Association may perform such work on behalf of the Owner and at the Owner's sole expense, without prior notice to the Owner, such being deemed an emergency situation hereunder.

If the Board of Directors determines that the need for maintenance or repair on the Common Area is caused through the willful or negligent act of any Owner or occupant or his or her family, guests, tenants, or invitees, then the Association may charge the cost of any such maintenance, repair, or replacement as a specific special assessment against the Owner's or occupant's Lot and the Owner thereof.

The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Lot, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Area or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder, unless such injury or damage results directly and solely from the negligence or gross negligence of the Association. The Association shall not be liable to any Owner, or any Owner's occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Section where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort

arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 3. Failure to Maintain. If the Board of Directors determines that any Owner has failed or refused to discharge properly his or her maintenance, repair or replacement obligations pursuant to this Paragraph, then the Association shall give the Owner written notice of: (1) the Owner's failure or refusal; (2) the Association's right to provide necessary maintenance, repair, or replacement at the Owner's sole cost and expense; and (3) the maintenance, repair, or replacement deemed necessary by the Board.

Unless the Board determines that an emergency exists or a violation is re-occurring for which notice previously has been issued hereunder, the Owner shall have 10 days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within 10 days. If the Board determines that an emergency exists, a violation is re-occurring for which notice has been previously issued hereunder or an Owner has not complied with the demand given by the Association hereunder, the Association may provide any such maintenance, repair or replacement, the costs of which shall be a specific special assessment against the Owner and the Lot.

Section 4. Maintenance Standards and Interpretation. The Board of Directors may establish, interpret and enforce maintenance standards for the Community. These standards may vary over time, however, the variances shall not constitute a waiver by the Board of the right to establish and enforce maintenance standards under this Section. No Board decision or interpretation regarding maintenance standards shall constitute a binding precedent with respect to subsequent Board decisions or interpretations.

6.

Article VIII, Section 6 of the Declaration is hereby amended by adding the following language to the end thereto:

Any and all fences must be constructed and maintained so that the pickets are facing away from the dwelling and all support posts are located on the interior of the fence, facing the dwelling.

7.

Article VIII, Section 7 of the Declaration is hereby amended by adding the following language to the end thereto:

All vehicles must be parked with four wheels on a concrete driveway or legally parked on the street. No vehicle may be parked on the grass or any portion of the grass on a Lot or Common Area.

8.

Article VIII, Section 10(c) of the Declaration is hereby amended by adding the following language to the end thereto:

The Board may establish mailbox standards and require reasonable modifications or upgrades to mailboxes and mailbox posts to meet revised community standards. Only those mailboxes approved by the Board or the ACC shall be permitted.

9.

Article VIII, Section 10(g) of the Declaration is hereby amended by adding the following language to the end thereto:

Any replacement garage doors and colors therefor must be approved by the ACC. All garage doors must be painted to match the same color as the approved trim color for the dwelling.

10.

Article VIII, Section 10(i) of the Declaration is hereby deleted in its entirety and the following new subsection (i) is substituted therefor:

Except as provided below or otherwise approved by the Board of Directors, 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 in any portion of the Property. Direct broadcast satellite ("DBS") antennas and multi-channel multi-point distribution services ("MMDS") one meter or less in diameter and television broadcast service antennas may be installed in accordance with rules and regulations of the Federal Communication Commission ("FCC") and the Association. Any such devices shall be installed in the least conspicuous location available on the Lot that permits reception of an acceptable quality signal. The ACC may establish preferred locations for permitted antennae or other devices and may furthermore require said devices to be screened from view or to match the existing surroundings.

11.

Article VIII, Section 11 of the Declaration is hereby amended by deleting the last sentence thereof in its entirety and inserting the following language therefor:

Feces left by pets on the Common Area, public streets or right-of-ways or on any Lot must be removed promptly by the owner of the pet or the person responsible for the pet.

No potbellied pigs are permitted in the Property. No animals that the Board determines to be dangerous may be brought onto or kept in the Property. If the Board determines that an Owner's or occupant's pet endangers any person or other pet or creates a nuisance or unreasonable disturbance in the Property, the Board may require that the pet be permanently removed from the Property upon seven days' written notice to such Owner or occupant. If the Owner or occupant fails to comply with such notice, the Board may remove the pet and/or obtain a court order requiring the Owner or occupant to

do so. Notwithstanding the above, the Board may remove any pet without prior notice to the pet's owner if, in the Board's sole discretion, the pet presents an immediate danger to health, safety or property in the Property.

Any Owner or occupant who keeps or maintains any pet in the Property agrees to indemnify and hereby holds harmless the Association, its Directors, Officers, and agents, from any loss, damage, claim or liability of any kind or character whatsoever related to such pet. The Board may establish additional rules regarding pets in the Property, which may include restrictions on the breeds, number and/or size of permitted pets.

12.

Article VIII, Section 13 is hereby amended by deleting the words "antennae or satellite dishes" from the first sentence thereof in their entirety.

13.

Article VIII of the Declaration is hereby amended by adding the following new Section 21 to the end thereto:

Section 21. Leasing. To preserve the character of the Property as predominantly owner-occupied, the leasing of Lots is prohibited, except as provided herein. "Leasing" means the occupancy of a Lot by any person(s) other than: (1) the Owner or a parent, child or spouse of an Owner (collectively referred to as "Authorized Occupant"); (2) an Authorized Corporate Occupant (defined below); or (3) a roommate of an Authorized Occupant or Authorized Corporate Occupant, when the Authorized Occupant or Authorized Corporate Occupant also occupies the Lot as his or her primary residence. An Authorized Corporate Occupant shall be an officer, director, shareholder, member or employee of an Owner that is a corporation; a manager or member of an Owner that is a limited liability company; a partner of an Owner that is a partnership; or a trustee or beneficiary of an Owner that is a trust; provided the Owner receives no rent or other consideration for such occupancy. The name of each Authorized Corporate Occupant shall be designated in writing to the Board and may not be changed more frequently than once every 12 months without the Board's written consent. A person's designation as an Authorized Corporate Occupant shall terminate automatically upon the termination of such person's relationship with the entity holding record title to the Lot.

(a) Permitted Leasing. Leasing of Lots is allowed only by: (1) a Grandfathered Owner; (2) a non-Grandfathered Owner who has received a Hardship Permit as provided below; or (3) the Association.

For the purpose of this Section:

"Grandfathered Owner" means an Owner who is the record title owner of a Lot on date of recording hereof ("Effective Date"). Owners shall be grandfathered until such time as he/she conveys the Lot to any person other than the spouse or the heir of the Owner. Any Lots which are foreclosed upon shall not be considered Grandfathered.

"Grandfathered Lot" means the Lot owned by a Grandfathered Owner on the Effective Date hereof.

Hardship Permits shall be valid only as to a specific Owner and Lot and shall not be transferable between either Lots or Owners (including a subsequent Owner of a Lot where such permit was issued to the Owner's predecessor-in-title).

If the inability to lease will result in an undue hardship to the Owner, then the Owner may seek to lease on a hardship basis by applying to the Board of Directors for a Hardship Permit. The Board may approve or deny an Owner's request for a Hardship Permit in its discretion after considering the following factors: (1) the nature, degree, and likely duration of the hardship; (2) the harm, if any, which will result to the Community if such permit is issued; (3) the number of outstanding Hardship Permits; (4) the Owner's ability to cure the hardship; and (5) whether previous Hardship Permits have been issued to such Owner.

A "hardship" as described herein shall include, but not be limited to, the following situations: (1) when the Board determines that an Owner must relocate his or her residence outside the greater Atlanta metropolitan area and cannot, within six months from the date that the Lot was placed on the market, sell the Lot, except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) when the Board determines that an Owner must temporarily relocate out of the metropolitan-Atlanta area for employment purposes and intends to return to reside in the Lot within one year; or (3) an Owner dies and the Lot is being administered by his or her estate.

A Hardship Permit shall not be issued to any Owner if the Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, if the Owner is in violation of the Association Legal Documents or if the Owner fails to submit an executed lawn service contract to the Board of Directors, as described below. **Furthermore, an Owner shall only be eligible for a Hardship Permit if he or she has used his or her dwelling as his or her primary occupancy for at least two years prior to the hardship permit request.** The Board also shall have the power to revoke any Hardship Permit issued to any Owner if the Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, if the Owner is in violation of the Declaration, By-Laws or rules and regulations or if the lawn service contract, as described below, expires.

Unless otherwise determined by the Board, a Hardship Permit authorizes an Owner to lease the Lot once for a term not to exceed one year. Hardship Permits are automatically revoked upon: (1) the sale or transfer of the Lot to a third party (excluding sales or transfers to an Owner's spouse); (2) the failure of an Owner to lease his or her Lot for 90 consecutive days at any time after the issuance of such permit; or (3) the occupancy of the Lot by the Owner. An Owner may apply for an additional Hardship Permit at the expiration or revocation of a previous one.

(b) General Leasing Provisions

(i) Notice and Approval. All leases shall be in writing and in a form approved by the Board of Directors prior to the effective date of the lease. At least seven days before entering into a lease, the Owner shall provide the Board with: (1) a copy of the proposed lease; (2) the names, phone numbers, work locations and work phone

numbers of all of the proposed occupants of the Lot; (3) the Owner's primary residence address and phone number, work location and work phone number; and (4) such other information required by the Board. If the form of a lease is disapproved, the Board shall notify the Owner what changes are required to bring the lease into compliance with the Declaration, By-Laws or rules and regulations. Nothing herein gives the Board the right to approve or disapprove a proposed occupant; the Board's approval or disapproval shall be limited to the form of the proposed occupant. Within 10 days after executing a lease for a Lot, the Owner shall provide the Board with a copy of the executed lease.

(ii) Lease Terms. Lots may be leased only in their entirety; no rooms or fractions of Lots may be leased without prior written Board approval. There shall be no subleasing of Lots or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one year, except with written Board approval.

(iii) Lawn Service. To ensure appropriate maintenance of the Lot in accordance with the Declaration, and for the benefit of the Association, the Owner or occupant is required to maintain a professional lawn service during the entire term of the lease or occupancy relationship, unless such requirement is waived by the Board of Directors in writing. The professional lawn service company shall provide all mowing, edging, fertilizing and weeding of lawns and all pruning, repair and maintenance of bushes, shrubs, trees and other landscaping on the Lot, as is necessary to keep such lawn and landscaping maintained in a condition which meets the standards for the community established by the Association's Board of Directors. The executed lawn service contract must accompany an Owner's leasing request.

(iv) Lease Administration Fee. In addition to annual assessments, special assessments and other charges provided for under this Declaration, an Owner who is issued a Hardship Permit shall be required to pay to the Association a Leasing Administration Fee of \$200.00 at the time a lease is executed or an occupancy relationship is created hereunder. The Lease Administration Fee shall constitute a specific assessment as described in this Declaration.

(v) Liability for Assessments; Compliance. The Owner must provide the occupant copies of the Declaration, By-Laws and rules and regulations. The following provisions are incorporated into each lease of any Lot, whether or not expressly stated therein, and into the terms of any tenancy or occupancy even if no written lease or agreement exists between the Owner and the occupant:

(i) Compliance with Declaration, By-Laws and Rules and Regulations. All terms defined in the Declaration of Covenants, Conditions, Restrictions and Easements for Reed Place are incorporated herein by this reference. The Owner and each occupant shall comply with all provisions of the Declaration, By-Laws and rules and regulations. The Owner and occupants are responsible for violations by any guests of the Lot and may be sanctioned for any such violation.

If a Lot is leased or occupied in violation of this Declaration, or if the Owner, occupant or guest violates the Declaration, By-Laws or rules and regulations, the Association's Board of Directors shall be authorized to take all enforcement actions against the Owner and/or occupant authorized under the Declaration, By-Laws and rules and regulations.

(ii) Liability for Assessments. When an Owner who is leasing his or her Lot fails to pay an assessment or any other charge to the Association when due, the delinquent Owner hereby consents to the assignment of any rent received from the occupant during the period of the delinquency. In such case, upon request by the Board, the occupant shall pay to the Association all unpaid assessments and other charges payable during and prior to the term of the lease and any other period of occupancy. However, the occupant need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by the occupant shall reduce, by the same amount, the occupant's obligation to make monthly rental payments to the Owner. If the occupant fails to comply with the Board's request to pay assessments or other charges, such failure shall be deemed a violation of the Declaration and, in addition to all other enforcement rights, the occupant shall pay to the Association all amounts authorized under the Declaration as if the occupant were the Owner of the Lot. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

(vi) Enforcement. If a Lot is leased or occupied in violation of this Declaration, or if the Owner, occupant or guest violates the Declaration, By-Laws or rules and regulations, such violation is deemed to be a default under the terms of any lease or occupancy and the Association may require the Owner to evict the occupants. In addition to all other remedies permitted by this Declaration, such default authorizes the Owner and/or the Association, as the Owner's delegate and attorney-in-fact, to terminate the lease and/or occupancy and to evict all occupants, without liability, in accordance with Georgia law. In any such eviction action by the Association, the Association may terminate the Occupancy rights upon 15 days notice, notwithstanding any notice requirement in the lease or occupancy terms. Once the Association invokes its right to terminate the lease or occupancy and evict the occupant(s), the Owner no longer has the right to extend or revive the terminated occupancy in any way.

14.

Article IX of the Declaration is hereby deleted in its entirety and the following new Article IX is substituted therefor:

ARTICLE IX

AUTHORITY AND ENFORCEMENT

Section 1. Compliance with Declaration, By-Laws and Rules and Regulations. All Owners, occupants and their guests shall comply with the Declaration, By-Laws and all Association rules and regulations, including design standards (herein after referred to as "Association Legal Documents"). The Association, and in an appropriate case, one or more aggrieved Owners, may take action to enforce the terms of the Association Legal Documents directly against all violators. However, if an Owner's family member, guest or occupant violates the Association Legal Documents, the Association, in its sole discretion, is permitted to enforce the terms of the Association Legal Documents against: (1) only the Owner; (2) only the violating family member, guest or occupant; or (3) both the Owner and the violating family member, guest or occupant. Notwithstanding anything herein to the contrary, the Owner of the Lot is always ultimately responsible for

his or her own actions and the actions of all family members, occupants and guests of such Lot.

Nothing herein shall be construed to affect the rights of an aggrieved Owner or occupant to proceed independently for relief from interference with his or her personal or property rights against a person violating the Association Legal Documents. The Board of Directors may, in its discretion, require the aggrieved Owner or occupant to independently pursue all available remedies under Georgia law against the violator before the Association intervenes and commences enforcement action against such violator.

Section 2. Types of Enforcement Actions. In the event of a violation of the Association Legal Documents, the Association shall have the power to take any or all of the following actions separately or simultaneously; provided, however, all suspensions and fines shall comply with the procedures described below and nothing herein shall authorize the Association or the Board to deny ingress and egress to or from a Lot:

- (a) Suspend all violators' rights to use the Common Area;
- (b) Suspend the voting rights of a violating Owner;
- (c) Impose reasonable fines against all violators, which shall constitute a lien on the violating Owner's Lot;
- (d) Use self-help to remedy the violation;
- (e) Bring an action for permanent injunction, temporary injunction and/or specific performance to compel the violator to cease and/or correct the violation; and
- (f) Record in the Cobb County land records a notice of violation identifying any uncured violation of the Association Legal Documents regarding the Lot.

Section 3. Suspension and Fining Procedure. Except as provided below, before imposing fines or suspending right to use the Common Area or the right to vote, the Association shall give a written violation notice to the violator as provided below.

(a) Violation Notice

The written violation notice to the violator shall:

- (i) Identify the violation, suspension(s) and/or fine(s) being imposed; and
- (ii) Advise the violator of the right to request a violation hearing before the Board of Directors to contest the violation or request reconsideration suspension(s) or the fine(s).

Notwithstanding the violator's right to request a violation hearing, suspension(s) and/or fine(s) shall commence on the date of the written violation notice, unless a later date is specified in such notice.

(b) Violation Hearing. If the violator submits a written request for a violation hearing within 10 days of the date of the violation notice described above, then

the Board of Directors shall schedule and hold, in executive session, a violation hearing. If a violator fails to timely request a violation hearing, such violator loses the right to contest the violation and request reconsideration of the suspension(s) and/or the fine(s). If a violator timely requests a violation hearing, the violator shall have a reasonable opportunity to address the Board regarding the violation; provided, however, the Board may establish rules of conduct for the violation hearing, including but not limited to, limits on the amount of time one person can speak and limits on the number of participants who may be present at one time. The minutes of the violation hearing shall contain a written statement of the results of such hearing.

(c) No Violation Notice and Hearing Required. No violation notice or violation hearing shall be required to:

- (i) impose late charges on delinquent assessments;
- (ii) suspend a violating Owner's voting rights if the violator's Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, in which case suspension of the violating Owner's right to vote shall be automatic and shall continue until the violation no longer exists or the Board of Directors otherwise reinstates such rights in writing;
- (iii) suspend a violator's right to use the Common Area if the violator's Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, in which case suspension of the violator's right to use the Common Area shall be automatic (which shall allow the Association to tow and/or boot a violator's vehicle located on the Common Area without complying with the suspension and fining procedures described above);
- (iv) engage in self-help in an emergency;
- (v) Impose fines for each day of a continuing violation, in which case, each day the violation continues or occurs again constitutes a separate violation and fine(s) may be imposed on a per diem basis without any further notice to the violator; or
- (vi) impose fines if the same violation occurs again on the same Lot, in which case fine(s) may be imposed on a per diem basis without any further notice to the violator.

Section 4. Self-Help. In addition to all other enforcement rights granted herein, the Board of Directors may elect to enforce any provision of the Association Legal Documents by self-help without the necessity for compliance with the suspension and fining procedures described above.

By way of example and not limitation, the Association or its duly authorized agent shall have the authority to tow vehicles that are in violation of parking regulations and enter a Lot or any portion of the Common Area to abate or remove any structure, thing or condition that violates the Association Legal Documents. Unless an emergency exists, before exercising self-help, the Association shall give the violator at least two days prior written notice. Such notice shall request that the violator remove and abate the violation and restore the Lot to substantially the same condition that existed prior to the structure, thing or condition being placed on the Lot and causing the violation. Such

removal, abatement and restoration shall be accomplished at the violator's sole cost and expense. If the same violation occurs again on the same Lot, the Association may exercise self-help without any further notice to the violator.

Section 5. Injunctions and Other Suits at Law or in Equity. All Owners agree and acknowledge that there may not be adequate remedies at law to enforce the Association Legal Documents. Therefore, in addition to all other enforcement rights granted herein, the Association is hereby entitled to bring an action for permanent injunction, temporary injunction and/or specific performance to compel a Violator to cease and desist and/or correct any violation.

Section 6. Costs and Attorneys' Fees for Enforcement Actions. In any action taken by the Association to enforce the Association Legal Documents, the Association shall be entitled to recover from the violator, any and all costs incurred by the Association, including but not limited to attorneys' fees actually incurred, all of which shall constitute a lien against the violating Owner's Lot.

Section 7. Failure to Enforce. The Board of Directors has the sole discretion to decide which, if any, enforcement action to pursue against each violator. The failure of the Board to enforce any provision of the Association Legal Documents shall not be deemed a waiver of the right of the Board to do so thereafter. No right of action shall exist against the Association for failure to enforce if the Board of Directors determines that:

- (a) the Association's position is not strong enough to justify taking enforcement action;
- (b) a particular violation is not of such a material nature as to be objectionable to a reasonable person;
- (c) a particular violation is not of such a material nature to justify the expense and resources to pursue or continue to pursue enforcement action;
- (d) the aggrieved Owner or occupant asserting a failure of enforcement has not independently pursued all available individual remedies under Georgia law; or
- (e) the Association enforces only against an Owner for the violation of the Owner's family member, guest or Occupant or the Association does not enforce against the Owner and enforces only against the violating family member, guest or occupant.

In Witness Whereof, the undersigned officers of the Reed Place HOA, Inc. hereby certify that the foregoing amendments were approved by 75% of the Owners of lots, with all required notices duly given.

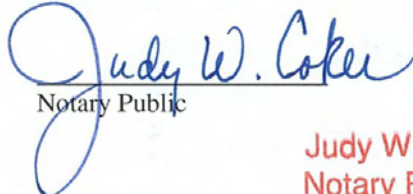
This 18 day of August, 2010.

Association: Reed Place HOA, Inc.

Signed, sealed and delivered
Before me this ____ day of
August, 2010.



Witness



Notary Public

**Judy W Coker
Notary Public,**

[Notary Seal]

**Gwinnett County, Georgia
My Commission Expires January 28, 2013**

By:  (Seal)
President

Attest:  (Seal)
Secretary

[Corporate Seal]

