

ABBOTTS RUN HOMEOWNERS ASSOCIATION, INC.

11097.002

FULTON COUNTY

Document Index

1. Declaration of Protective Covenants, Conditions and Restrictions (recorded 9/27/2000, Deed Book 29517, Page 312)
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ent by: CAPITAL DESIGN

7704759648;

06/21/01 2:40PM; Jetfax #940; Page 9/20

Deed Book 29517 Pg 312
Filed and Recorded Sep-27-2000 02:58am
2000-0211556
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

**ABBOTTS RUN
DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION made on the date hereinafter set forth by Lea Capital Group, LLC. hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Land Lot 308, 309, 320, & 321 of the 1st District 1st Section Fulton County, Georgia, which is more particularly described as follows:

ALL THAT TRACT OR PARCEL of land lying and being in Land Lot 308, 309, 320, & 321 of the 1st District 1st Section Fulton County, Georgia, being all of Lots 1 through 22 and 62 through 104 known as Abbotts Run subdivision Phase 1A and 1B as shown on plat entitled "Final Plat for Abbotts Run", by Lovick C. Evans, registered Georgia Land Surveyor no. 2660, recorded in the office of the Clerk of the Superior Court of Fulton County, Georgia, which plat is by reference incorporated herein and made a part hereof for a more particular description of said property.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Properties" shall mean and refer to that certain real property herein before described and such additions thereto as may hereafter be brought with the jurisdiction of the Association.

Section 2. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a 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 the obligation.

Section 4 "Declarant" shall mean and refer to Lea Capital Group, LLC, 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 5 "Association" shall mean and refer to Abbotts Run Homeowners Owners Association, Inc., its successors and assigns.

Section 6 "Amenity Area" shall mean and refer to the land and improvements located on Lot 104.

Section 7 "Common Area" shall mean and refer to the subdivision improvements, easements and Amenity Area for the benefit of the Owners as follows:

- (a) The entrance wall and landscaping along the frontage of Lots 1 and 97, including those improvements presently lying within the Georgia DOT right of way;
- (b) The retention ponds shown on the recorded plat for the Properties.
- (c) The landscaping strips along the retention ponds shown on the recorded plat for the Properties.
- (d) The drainage and access easements shown on the recorded plat for the Properties.
- (e) The Amenity Area.

Section 8 "Abbotts Walk Subdivision" shall mean and refer to the Abbotts Walk subdivision shown on plat recorded in Plat Book 209, page 16, in the office of the Clerk of the Superior Court of Fulton County, Georgia which plat is by reference incorporated herein and made a part hereof.

Section 9 "Abbotts Walk Lot" shall mean and refer to any plot of land containing improved residential property located in the Abbotts Walk Subdivision.

Section 10 "Abbotts Walk Owner" shall mean and refer to the record owner of fee-simple title to a Abbotts Walk Lot, whether one or more persons or entities, but excluding those having such interests merely as security for the performance of an obligation.

Deed Book 29517 Pg 314
I HATE TO BUY THE HOUSE BUT THE WAY TO KNOW IS CHECK THE LIST OR THE LIST I HATE

ARTICLE II.

PROPERTY RIGHTS

Section 1. Maintenance of Common Area by the Association. The Association shall maintain the Amenity Area, the entrance wall and related landscaping along the frontage of Lots 1 and 97, and the retention ponds shown on the recorded plat for the Properties.

Section 2. Relocation of Entrance Wall. The Association recognizes that the entrance wall and related landscaping are presently located in the Georgia DOT right of way. The Association will relocate the entrance wall and landscaping to new locations on Lots 1 and Lot 97 outside the Georgia DOT right of way at such time as the Georgia DOT begins moving or widening Abbotts Bridge Road. The cost of relocating the entrance wall and landscaping shall be paid for by the Association. \$100 per Lot shall be put into a reserve fund to pay for relocating the entrance wall and landscaping pursuant to Article IV, Section 3, below.

Section 3. Maintenance of Common Area by the Owners. Every Owner shall be responsible for landscaping the Common Area located within an Owner's Lot except for the landscaping that is the obligation of the Association pursuant to Section 1, above. No owner shall landscape his Lot in a manner that would prevent or interfere with proper drainage or reasonable ingress and egress along the access and drainage easements shown on the recorded plat for the Properties for maintenance purposes, or in violation of any applicable laws or ordinances.

Section 4. Compliance with the Declaration and Rules and Regulations. Every Owner and all those entitled to occupy a Lot shall comply with the provisions of the Declarations. In addition, any Owner and all those entitled to occupy a Lot shall comply with any reasonable rules or regulations adopted by the Association.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment.

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

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot

Sent by: CAPITAL DESIGN

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Deed Book 29517 Pg 315
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

Class B. The Class B member(s) shall be the Declarant and shall be entitled to One Hundred Four (104) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on October 1, 2005.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Except as otherwise expressly provided in this Article IV, each Lot in the Properties is hereby subjected to assessments for common expenses and other fees and charges in the amounts determined by the Association and as provided in this Declaration. Each Owner of any Lot by acceptance of a deed therefore, 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 or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Except for Lots owned by Declarant, the annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Except for Lots owned by Declarant, each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the 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 promote the health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Initiation Fee. An initiation fee of Five Hundred Dollars (\$500.00) per Lot shall be paid to the Association by an Owner the first time a Lot containing a completed residence is purchased by an Owner intending to occupy the Lot. One Hundred Dollars (\$100.00) of the initiation fee will be used by the Association to defray the cost of relocating the entrance wall and landscaping pursuant to Section 2 of Article II, above.

Section 4. 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 Six hundred and no/100 dollars (\$600 00) per Lot.

Deed Book 29517 Pg .316
I AM NOT A LAWYER AND THIS IS NOT A LEGAL OPINION. I AM NOT A LAWYER AND THIS IS NOT A LEGAL OPINION.

(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 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 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 5. 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 6. 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 30 days nor more than 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 requirements, 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 60 days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots not owned by the Declarant on the first day of the month following the conveyance of the first Lot by Declarant to an Owner that is not a builder who has purchased the Lot from Declarant for the purpose of erecting a dwelling thereon, or the conveyance by a builder who has purchased the Lot from Declarant for the purpose of erecting a building thereon, whichever conveyance to an Owner for occupancy first occurs. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The charges and assessments shall be due as to each Lot on the first day of the month following the conveyance of that Lot to an Owner for occupancy; provided, however, such charges and assessments shall not be due with respect to Lots owned by Declarant, and no assessment or charge shall create a lien upon any property so owned by Declarant.

Section 8. Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, 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 Lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid with thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage 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.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, except as such is installed by the Declarant, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board (hereinafter referred to as the "Architectural Control Committee"). In the event said Board, or the Architectural Control Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ent by: CAPITAL DESIGN

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Deed Book 29517 Pg 314
© 1997 TO 1999 THE STATE OF TEXAS AND THE COUNTY OF DALLAS. ALL RIGHTS RESERVED. THIS DOCUMENT IS A PUBLIC RECORD AND IS AVAILABLE TO THE PUBLIC.

ARTICLE VI

AMENITY AREA

Section 1. Use of the Amenity Area by Owners. Every Owner and every Owner's family members, guests or tenants, shall have the right to use the Amenity Area subject to complying with the rules and regulations adopted by the Association.

Section 2. Use of Amenity Area by Abbotts Walk Owners. Every Abbotts Walk Owner, and every Abbotts Walk Owner's family members, guests or tenants, shall have the right to use the Amenity Area subject to complying with the rules and regulations adopted by the Association.

Section 3. Suspension for Failing to Comply with Rules. The Association may suspend the right of any person to use the Amenity Area for failing to comply with the rules and regulations adopted by the Association.

Section 4. Charges for the Amenity Area. The Association shall have the right to charge an admission fee or dues for use of the Amenity Area. The Association shall have the right to charge the Abbotts Walk Subdivision a reasonable amount representing its pro rata share of the reasonable cost of maintaining the Amenity Area that is not covered by the admission fees or dues.

Section 5. Limitation of Rights of Abbotts Walk Owners. An Abbotts Walk Owner, family member, guest or tenant shall not have any other or further right or privilege to use, occupy or enjoy any property located on the Properties except as expressly provided herein.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, 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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This

Declaration may be amended during the first five (5) year period by Declarant at Declarant's sole discretion, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property may be annexed to the Properties by Declarant as long as Declarant has voting control of the Association. After Declarant does not have voting control of the Association, no additional property may be annexed to the Properties unless it shall first be approved by two-thirds (2/3) of the votes of the Class "A" members of the Association.

ARTICLE VIII

USE RESTRICTIONS

Section 1. Land Use and Building Type. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage.

Section 2. Fences. All fencing for decorative or functional purposes must be submitted to the Architectural Control Committee for prior approval according to the procedure in Article VI above.

Section 3. Dwelling Quality and Size. The living areas of the main structure, exclusive of open porches, garages, carports and breezeways, shall contain the minimum finished square footage allowable under local zoning requirements.

Section 4. Lot Size. No Lot shall be further divided or subdivided, nor shall any easement or right of way be granted without the consent and approval of the Architectural Control Committee, except as outlined in Section 5 herein.

Section 5. Easements. Easements for installation and maintenance of utilities, drainage facilities and cable television are reserved over the rear twenty feet of each Lot, and five feet along all side Lot lines. Declarant, its agents and employees shall have a right of ingress and egress over any Lot as required for construction and development of the property.

There shall be and is hereby reserved to Declarant or its successors in title a perpetual and non-exclusive easement over all Lots for the purpose of installing, repairing, and/or maintaining utility lines and/or structures of any sort, including but not limited to storm drains, surface drainage, sanitary sewers, gas lines, electric lines and/or cables, water lines, telephone lines, and the like.

There shall be and is hereby reserved to Declarant or its successors in title a perpetual and non-exclusive easement over all Lots for a distance of seven feet behind any Lot line which parallels a street for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, mailboxes, entrance features, and/or "theme areas", lights, stone, wood or masonry wall features, and/or related landscaping.

There shall be and is hereby reserved to Declarant or its successors in title a perpetual and non-exclusive easement on Lots 1 and 97 for constructing, landscaping and maintaining the Entrance Wall and common landscaping along the entrance road frontage of Lots 1 and 97.

If any portion of a Lot improvement is contiguous to an adjacent Lot, a five-foot valid perpetual easement for the maintenance of the same is hereby created and reserved.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Owners shall, at all times, maintain their property and all appurtenances thereto in good repair and in a state of neat appearance. Except for flower gardens, shrubs, pine straw areas, and trees which shall be neatly maintained, all open Lot areas shall be maintained as lawns, and all lawn areas shall be kept mowed and shall not be permitted to grow to a height in excess of five inches. No radio, television, or other antenna or tower of any nature shall be installed on any Lot.

Section 7. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

Section 8. Signs. No sign of any kind shall be displayed to the public view on any Lot, if not approved by the Architectural Control Committee, except one sign of not more than five square feet advertising the property for sale or rent. During the construction and/or sales period, real estate sales and construction offices, displays, signs, and special lighting may be erected, maintained and operated by Declarant on any part of the Properties, and on or in any building or structure now or hereafter erected thereon.

Section 9. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 10. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

Deed Book 29517 Pg 32:2
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Such exemption shall be subject to such rules as may be established by the Declarant to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

Section 18. Exterior Paint. No person shall paint the exterior of any building a color different from the original color of said building without the proposed color having been approved by the Architectural Control Committee.

Section 19. Hobbies, Etc. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkept conditions, shall not be pursued or undertaken in the front yard of any Lot, or in the driveway, garage or other place where such condition is visible or audible from any street or adjoining Lot.

Section 20. Building Materials. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing for the construction of an improvement for a Lot used may be stored on any Lot for longer than that length of time reasonably necessary for the construction in which same is to be used.

Section 21. Commercial Activities. No business or commercial activity of any nature shall be operated or maintained on any Lot or from any structure located thereon, except that private offices within the dwelling may be maintained and used so long as such use is incidental to the primary residential use of such structure, provided, however, that it is expressly permissible for the Declarant to maintain upon any portion of such Properties such facilities as the Declarant, in its sole opinion, shall deem required for or convenient or incidental to the construction and sale of Lots and Lots with improvements thereupon, including but not limited to storage areas, construction, signs, model residences, construction offices, sales offices and business offices.

Section 22. Zoning Regulations. Zoning regulations applicable to the subdivision shall be observed. In the event of any conflict between any provision of such zoning restrictions and the restrictions of this Declaration, the legal code shall apply.

Section 23. Unintentional Violations of Restrictions. In the event of unintentional violation of any of the foregoing restrictions with respect to any Lot, the Declarant or its successors reserves the right (by and with mutual written consent of the Owner or Owners for the time being of such Lot) to change, amend, or release any of the foregoing restrictions as the same may apply to that particular Lot.

Section 23. Authority. The undersigned Manager of Declarant hereby warrants and represents that he is duly authorized to execute this instrument on behalf of Declarant.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 15th day of September, 2000.

Signed, sealed and delivered in the presence of:

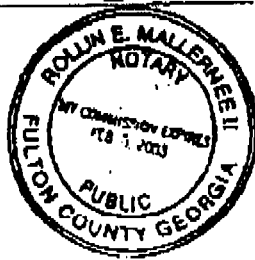
Lea Capital Group, LLC.

[Signature]
Unofficial Witness

By. [Signature]
Mohammad Sedehi, Manager

[Signature]
Notary Public

(SEAL)



Deed Book 29517 Pg 323
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia
I hereby certify that this deed was duly recorded in the office of the Clerk of the Superior Court of Fulton County, Georgia, on the 15th day of September, 2000.

Deed Book 34328 Pg 109
Filed and Recorded Mar-03-2003 03:21pm
2003-0075784
Real Estate Transfer Tax \$0.00
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia
I H O U S E O F R E C O R D S D E P A R T M E N T

=====

ABOVE SPACE FOR RECORDER'S USE

=====

After recording please return to:
George M. Bobo
Dillard & Galloway, LLC
Suite 1500 Monarch Plaza
3414 Peachtree Rd, NE
Atlanta, Ga 30326

Cross Reference Deed Book
29517, Page 312, Fulton
County, Georgia Records

**FIRST AMENDMENT TO ABBOTTS RUN DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS**

THIS FIRST AMENDMENT TO ABBOTTS RUN DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Amendment") is executed and delivered this 14 day of January, 2003, by LEA CAPITAL GROUP, LLC., a Georgia limited liability company (the "Declarant");

W I T N E S S E T H:

WHEREAS, the Declarant executed and recorded that certain Abbots Run Declaration of Covenants, Conditions, and Restrictions filed September 27, 2000 and recorded in Deed Book 29517, Page 312, Fulton County, Georgia records (the "Declaration"); and

WHEREAS, Article VII, Section 4 permits the Declarant to amend the Declaration to annex additional property so long as Declarant has voting control of the Association; and

WHEREAS, Declarant has voting control of the Association; and

WHEREAS, Declarant desires to amend the Declaration to annex the property herein described.

NOW THEREFORE, for Ten and 00/100 (Ten Dollars) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Declarant does hereby amend the Declaration as follows:

1. Annexation of Additional Property. Declarant hereby subjects the property described in Exhibit "A" attached hereto and incorporated herein by reference (the "Additional Property") to the terms, conditions, restrictions, controls, liens, and all other provisions of the Declaration. Hereafter anyone owning the Additional Property, or any part thereof, shall own and use said property subject to the Declaration.

2. Authority to Amend. This Amendment has been executed and delivered by Declarant pursuant to the authority contained in Article VII, Section 4 of the Declaration. Except as amended hereby, the Declaration is and remains in full force and effect as of the date hereof. Defined terms as used herein, unless otherwise defined herein, shall have the same meaning in this Amendment as set forth in the Declaration.

3. Limitation on Amendment. Except as herein amended and heretofore amended, the Declaration shall remain in full force and effect.

The undersigned, being owners of lots within the Property, join in the execution of this instrument and consent to the terms thereof.

CHARLES JAMISON, INC.



By: [Signature]
Charles W. Jamison, President

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public
SHAWN I. MYERS
Notary Public, Cherokee County, Georgia
My Commission Expires July 2, 2006

ROYA CUSTOM HOMES, INC.



By: [Signature]
President

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public
SHAWN I. MYERS
Notary Public, Cherokee County, Georgia
My Commission Expires July 2, 2006

CAPITAL DESIGN & CONSTRUCTION, INC.



By: [Signature]

Signed, sealed and delivered in the presence of:

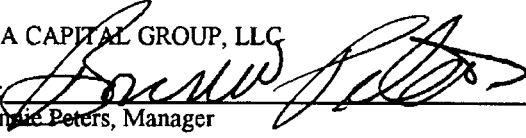
[Signature]
Unofficial Witness

[Signature]
Notary Public
SHAWN I. MYERS
Notary Public, Cherokee County, Georgia
My Commission Expires July 2, 2006

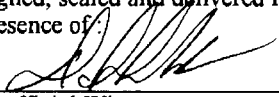
IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed under seal as of the date first above written.

DECLARANT:

LEA CAPITAL GROUP, LLC

By:  [SEAL]
Bonnie Peters, Manager

Signed, sealed and delivered in the presence of:


Unofficial Witness

Shawn I. Myers
Notary Public

SHAWN I. MYERS
Notary Public, Cherokee County, Georgia
My Commission Expires July 2, 2006



Deed Book 34328 Pg 112
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia
I HAVE THE HONOR TO ACKNOWLEDGE THE RECEIPT OF THE ABOVE DEED TO THE HONORABLE CLERK OF SUPERIOR COURT

EXHIBIT "A"
[Property Submitted]

ALL THAT TRACT or parcel of land lying and being in Land Lot 308 of the 1st District, 1st Section of Fulton County, Georgia, being all of Abbotts Run Subdivision, Phase II, as shown on plat recorded in Plat Book 233, Pages 150 through 153, Fulton County, Georgia records which plat is incorporated herein and made a part hereof by reference.

Return to: Weissman, Nowack, Curry & Wilco, P.C.
One Alliance Center
3500 Lenox Road, 4th Floor
Atlanta, Georgia 30326 (MCW)

STATE OF GEORGIA
COUNTY OF FULTON

Cross Reference: Deed Book 29517
Page 312

**RELINQUISHMENT OF RIGHTS AS THE CLASS B MEMBER PURSUANT TO THE
ABBOTS RUN DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS**

WHEREAS, Lea Capital Group, LLC., ("Declarant"), is the Declarant identified in the Abbots Run Declaration of Protective Covenants, Conditions and Restrictions, recorded in Deed Book 29517, Page 312 et seq., Fulton County, Georgia records ("Declaration"); and

WHEREAS, Article III, Section 2 of the Declaration provides that the Declarant shall be the only member of Class B, with certain rights to vote and approve certain actions of the Association; and

WHEREAS, Declarant, on behalf of itself, its successors and assigns, desires to forever resign and relinquish its rights as the Class B member;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant, on behalf of itself, its successors and assigns, hereby forever resigns, relinquishes, renounces, surrenders and waives its right as the Class B member.

IN WITNESS WHEREOF, the undersigned president of Declarant, Roy R. Chandler, Jr., hereby sets his hand and seal this _____ day of _____, 2005.

LEA CAPITAL GROUP, L.L.C., a Georgia Limited Partnership

By: _____

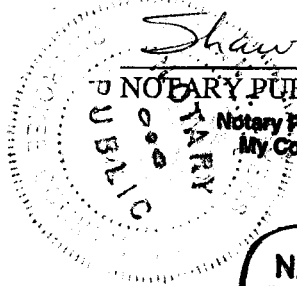
[CORPORATE SEAL]

Sworn to and subscribed to before me this 11 day of October, 2005.

[Signature]
Witness

Deed Book 41156 Pg 457
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

[Signature]
NOTARY PUBLIC
SHAWN I. MYERS
Notary Public, Cherokee County, Georgia
My Commission Expires July 2, 2009



JUANITA HICKS, Clerk
Fulton Superior Court

OCT 19 2005

Return to: Weissman, Nowack, Curry & Wilco, P.C.
One Alliance Center
3500 Lenox Road, 4th Floor
Atlanta, Georgia 30326 (MCW)

STATE OF GEORGIA

Cross Reference: Deed Book 29517
Page 312

COUNTY OF FULTON

**RELINQUISHMENT OF RIGHTS AS THE CLASS B MEMBER PURSUANT TO THE
ABBOTS RUN DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS**

WHEREAS, Lea Capital Group, LLC., ("Declarant"), is the Declarant identified in the Abbots Run Declaration of Protective Covenants, Conditions and Restrictions, recorded in Deed Book 29517, Page 312 et seq., Fulton County, Georgia records ("Declaration"); and

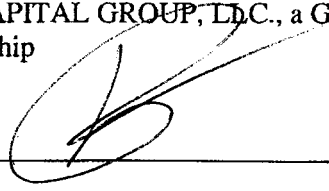
WHEREAS, Article III, Section 2 of the Declaration provides that the Declarant shall be the only member of Class B, with certain rights to vote and approve certain actions of the Association; and

WHEREAS, Declarant, on behalf of itself, its successors and assigns, desires to forever resign and relinquish its rights as the Class B member;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant, on behalf of itself, its successors and assigns, hereby forever resigns, relinquishes, renounces, surrenders and waives its right as the Class B member.

IN WITNESS WHEREOF, the undersigned president of Declarant, Roy R. Chandler, Jr., hereby sets his hand and seal this _____ day of _____, 2005.

LEA CAPITAL GROUP, LLC., a Georgia Limited Partnership

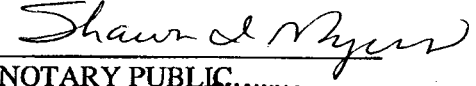
By:  _____

[CORPORATE SEAL]

Sworn to and subscribed to before me this 11 day of October, 2005.



Witness



NOTARY PUBLIC
SHAWN I. MYERS
Notary Public, Cherokee County, Georgia
My Commission Expires July 2, 2009

**BY-LAWS OF
ABBOTTS RUN HOMEOWNERS ASSOCIATION, INC.
A Nonprofit Corporation (the "Association")**

These By-Laws are the By-Laws of the Association, which is the corporation created by Articles of Incorporation filed with the Secretary of State of Georgia on September 19, 2000 (the "Articles of Incorporation"). All references herein to the "Declaration" shall refer to that certain Declaration of Protective Covenants, Conditions and Restrictions for Abbotts Run Homeowners Association, Inc. recorded in Deed Book 29517, Page 312-Fulton County, Georgia, Records, and all capitalized undefined terms used herein shall have the meanings assigned thereto by the Declaration unless the context clearly otherwise requires. The "Subdivision" referred to herein shall mean Abbotts Run Subdivision, Fulton County, Georgia.

**ARTICLE 1
OFFICES**

Section 1. *Registered Office.* The registered office of the Association shall be located at the residence of the president of the Association, or such other office as the board of directors shall select.

Section 2. *Other Offices.* The Association may also have offices at such other places both within and without the State of Georgia as the board of directors may from time to time determine or the business of the Association may make appropriate.

**ARTICLE 2
MEETINGS OF MEMBERS**

Section 1. *Location of Meetings.* All meetings of members shall be held at such place within or without the State of Georgia as may be from time to time fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof, or at the Association's registered office if not so fixed or stated.

Section 2. *Annual Meetings.* Annual meetings of members shall be held on the second Tuesday of December in each year, or if such day is a legal holiday, then on the next following Tuesday. At each such meeting, the members shall, by a majority vote, elect a board of directors, and, by majority vote, transact such other business as may be properly brought before the meeting.

Section 3. *Special Meetings.* Unless otherwise prescribed by law, by the Declaration, or by the Articles of Incorporation, special meetings of members may be called for any purpose or purposes by the president, the board of directors, the holders of fifty percent of the outstanding voting interest in the Association, or such other officers or persons as may at the time be provided in the Articles of Incorporation, or in the event there are no officers or directors, then by any member.

Section 4. *Notice of Meetings.* Written notice of a meeting stating the place, day and hour of meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than seven (7) days nor more than thirty (30) days before the date of the meeting.

Section 5. *Business of Meetings.* At an annual meeting of members, any matter relating to the affairs of the Association, whether or not stated in the notice of meeting, may be brought up for action (unless otherwise provided by law). Unless a majority of the members of this Association entitled to vote are present and specifically agree thereto in writing, no matter that was not stated in the notice of a special meeting of members shall be brought up for action at such a special meeting.

Section 6. *Quorum.* The holders of more than fifty percent (50%) of the interest entitled to vote, present in person or by proxy, shall constitute a quorum at all meetings of members for the transaction of business except as otherwise provided by law. If a quorum shall not be present, the members present in person or by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At such reconvened meeting, any business may be transacted which might have been transacted at the adjourned meeting.

Section 7. *Majority.* If a quorum is present, the affirmative vote of a majority of the members entitled to vote and represented at the meeting shall be the act of the members, except that unanimous vote of all members entitled to vote and represented at the meeting shall be required to approve matters at a special meeting of members with respect to which matters no notice had been given in the notice of such special meeting.

Section 8. *Voting.*

(a) Anything herein to the contrary notwithstanding, all voting contemplated by these By-Laws shall be governed by the Declaration and any reference herein to the voting rights of any member shall be governed by the relevant provisions of the Declaration.

(b) To the extent not in conflict with the Declaration, from and after the date the Class A members become entitled to vote, the following provisions shall apply. Each Lot shall be entitled to one vote on each matter submitted to a vote at a meeting of members. A member may vote either in person or by a proxy executed in writing by the member or by his duly authorized attorney-in-fact. Any proxy must be in writing, signed by the Lot owner (or owners as provided below) and submitted to the President prior to the meeting. If any Lot is owned by a corporation, partnership, trustee or other entity or by a group of owners in any form of joint tenancy, the vote allocated to such Lot shall be exercisable by such owner or owners only as provided by the Declaration as amended from time to time. Unless the holder of a valid proxy, a mere lessee of any Lot shall have no right to vote and shall in no respect be deemed a member of the Association. In all elections for directors, every member entitled to vote shall have the right to vote, in person or by proxy, the number of Lots owned

by him for as many persons as there are directors to be elected and for whose election he has the right to vote but members may not cumulate their votes.

Section 9. *Action by Consent.* Any action required or permitted to be taken at a meeting of members may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by the holders of all interests entitled to vote with respect to the subject matter thereof.

ARTICLE 3 **DIRECTORS**

Section 1. *Number; Election.* The number of directors shall be three. Directors must be over age eighteen, but need not be (i) residents of the State of Georgia (ii) owners of Lots or (iii) residents of the Subdivision. The directors, other than the first board of directors, shall be elected at the annual meeting of members, and each director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

Section 2. *Vacancies.* Any vacancy occurring in the board of directors may be filled by the affirmative vote of a majority of the remaining directors even though the remaining directors may constitute less than a quorum of the board of directors. A director elected to fill a vacancy shall be elected for the unexpired portion of the term of this predecessor in office.

Any directorship to be filled by reason of an increase in the number of directors may be filled by the affirmative vote of a majority of the remaining directors present at a meeting even though less than a quorum of the board of directors is present. A director elected to fill a newly created directorship shall serve until the next election of directors by the members and the election and qualification of his successor.

Section 3. *Powers.* The business and affairs of the Association shall be managed by its board of directors which may exercise all such powers of the Association and do all such lawful acts and things as are not by law, the Declaration, the Articles of Incorporation or these By-Laws directed or required to be exercised or done by the members.

Section 4. *Compensation of Directors.* The board of directors shall receive no compensation, except as provided in Section 5 of this Article 3.

Section 5. *Indemnification.* As an inducement to the officers and directors of the Association to act on the Association's behalf, the Association shall, out of its general funds or by special assessment, indemnify and hold harmless, the Developer and each officer or director acting in accordance with these By-Laws and the Declaration, including without limitation all actions taken in connection with the levying, collection and enforcement of assessments. All such indemnification shall be paid upon written request of the Developer or such officer or director setting forth in reasonable detail the reason for such indemnification, which request shall be given to each of the officers of the Association.

ARTICLE 4
MEETINGS OF THE BOARD OF DIRECTORS

Section 1. *Location of Meetings.* Meetings of the board of directors, regular or special, may be held either within or without the State of Georgia.

Section 2. *First Meeting of New Board.* The first meeting of each newly elected board of directors shall be held immediately following the annual meeting of members at the place where such annual meeting is held. Such meeting shall be designated as the annual meeting of the board of directors, and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present. Alternatively, the new board of directors may convene at such place and time as shall be fixed by the consent in writing of all its members.

Section 3. *Regular Meetings.* Regular meetings of the board of directors may be held with such frequency and at such time and at such place as shall from time to time be determined by the board. If the board has so fixed the frequency, time and place of regular meetings, no notice thereof shall be necessary.

Section 4. *Special Meetings.* Special meetings of the board of directors may be called by the chairman of the board, by the president, or by any two directors on three days notice to each director in accordance with Article 6.

Section 5. *Notice of Meetings.* Notice of a meeting need not be given to any director who signs a waiver of notice either before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice thereof. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 6. *Quorum.* A majority of the directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. If a quorum shall not be present at any meeting of directors, the directors present may adjourn the meeting from time to time until a quorum shall be present, without notice of the time and place that the meeting will be reconvened other than announcement at the adjourned meeting.

Section 7. *Majority.* The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by law or by the Articles of Incorporation.

Section 8. *Action by Consent.* Any action required or permitted to be taken at a meeting of directors or a committee thereof may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all directors or all members of the committee, as the case may

be, entitled to vote with respect to the subject matter thereof. Such consent shall be filed with the minutes of the proceedings of the board or the committee.

ARTICLE 5 **NOTICES**

Section 1. *Required Notices.* Whenever, under the provisions of applicable law, the Articles of Incorporation or these By-Laws, any notice is required to be given to any director or member, such notice shall be given in writing and delivered either personally or by first class mail or telegram, addressed to such director or member, at his address as it appears on the records of the Association. If mailed, such notice shall be deemed to be delivered three business days after it was deposited in the United States mail with first class postage prepaid. Notices given by any other means shall be deemed delivered when received by the addressee.

Section 2. *Waiver of Notice.* Whenever under the provisions of applicable law, the Articles of Incorporation or these By-Laws, any notice is required to be given to any director or member, a written waiver thereof signed by the person or persons entitled to such notice, either before or after the time stated therein, shall be deemed the equivalent to the giving of such notice.

ARTICLE 6 **OFFICERS**

Section 1. *Offices; Election; Term.* The officers of the Association shall be chosen by the board of directors and shall be a President, a Secretary and a Treasurer. Except as otherwise provided by law, any person may hold more than one office. Officers shall be elected at the first meeting of the board of directors following the annual meeting of members and shall hold offices until their respective successors have been elected and shall have qualified, and if the board of directors shall fail in any year or years to meet and elect officers, the officers last elected shall continue to hold office. No officer need be (i) a member of the board of directors (ii) a resident of the State of Georgia, (iii) an owner of any Lot, or (iv) a resident of the Subdivision.

Section 2. *Additional Offices and Agents.* The board of directors may appoint such other officers, including vice presidents, assistant secretaries and assistant treasurers, and agents as it shall deem necessary. Such officers and agents shall hold their respective offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board of directors.

Section 3. *Salaries.* The officers shall receive no compensation except as provided in Section 5 of Article 3.

Section 4. *Removal; Vacancies.* Any officer or agent elected or appointed by the board of directors may be removed by the board at any time with or without cause by the affirmative vote of a majority of the board of directors. Officers and agents otherwise elected or appointed may be

removed in accordance with Georgia law. Any vacancy occurring in any office of the Association may be filled by the board of directors.

Section 5. *The President.* The president shall be the chief executive officer of the Association, shall preside at all meetings of members and the board of directors, shall have general and active management of the business of the Association and shall see that all orders and resolutions of the board of directors are carried into effect. He or she shall have the authority and power to execute on behalf of the the association bonds, mortgages, notes, contracts, leases and other documents and instruments (whether or not requiring a seal of the Association) except where such documents or instruments are required by law to be otherwise signed and executed and except the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the Association.

Section 6. *Vice President.* The vice president, or if there shall be more than one, the vice presidents in the order determined by the board of directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president. Each vice president shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

Section 7. *Secretary and Assistant Secretaries.* The secretary shall attend all meetings of members and the board of directors and shall record the proceedings of such meetings in books to be kept for that purpose, and shall perform like duties for the committees of directors when required. He or she shall give, or cause to be given, notice of all meetings of members and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or the president, under whose supervision he shall be. He or she shall have custody of the corporate seal of the Association and he shall have authority to affix it to any instrument requiring it and when so affixed it may be attested by his signature. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers (including affixation of the Corporate Seal) of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

Section 8. *Treasurer and Assistant Treasurers.* The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the board of directors. He or she shall disburse the funds of the Association as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of all his transactions as treasurer and of the financial condition of the Association. If required by the board of directors, he or she shall give the Association a bond in such sum and with surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his or her office and for the restoration to the Association, in case of his or her death, resignation, retirement

or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under this control belonging to the Association. The assistant treasurer, or if there shall be more than one, the assistant treasurers, in the order determined by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE 7

GENERAL PROVISIONS

Section 1. Checks. All checks, drafts, demands for money and notes of the Association shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 2. Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the board of directors.

Section 3. Seal. The Association shall have a corporate seal which shall have inscribed thereon the name of the association, and the words "Corporate Seal-Georgia". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced. The board of directors may from time to time authorize any other officer to affix the seal of the Association and to attest to such affixation by his signature.

Section 4. Books and Records. The Association shall keep correct and complete books and records of accounts and shall keep minutes of the proceedings of its members, board of directors, and committees of directors.

Not later than three months after the close of each fiscal year, and in any case prior to the next annual meeting of members, the Association shall prepare a balance sheet showing in reasonable detail the financial condition of the Association as of the close of its preceding fiscal year, and a profit and loss statement showing the results of its operations during such fiscal year. Upon written request, the Association promptly shall mail to any member of record a copy of such balance sheet and profit and loss statement.

Section 5. By-Law Amendments. These By-Laws may be altered, amended, or repealed or new By-Laws may be adopted by the board of directors or the members.

Section 6. Conflict. In the event of any conflict between these By-Laws and the following, the controlling language shall be found in: the laws of the State of Georgia, the Declaration or the Articles of Incorporation, in the order listed.

Secretary of State
Corporations Division
315 West Tower
Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER: 0041749
EFFECTIVE DATE: 09/19/2000
COUNTY : FULTON
REFERENCE : 0044
PRINT DATE : 09/19/2000
FORM NUMBER : 311

ROLLIN E. MALLERNEE, II
400 COLONY SQUARE
SUITE 1750
ATLANTA, GA 30361

CERTIFICATE OF INCORPORATION

I, Cathy Cox, the secretary of State and the Corporations Commissioner of the State of Georgia, do hereby certify under the seal of my office that

ABBOTTS RUN HOMEOWNERS ASSOCIATION, INC.
A DOMESTIC NONPROFIT CORPORATION

has been duly incorporated under the laws of the State of Georgia on the effective date stated above by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



Cathy Cox
Secretary of State

**ARTICLES OF INCORPORATION
OF
ABBOTTS RUN HOMEOWNERS ASSOCIATION, INC.**

1.

The name of the Corporation is **ABBOTTS RUN HOMEOWNERS ASSOCIATION, INC.**

2.

The Corporation is organized pursuant to the Georgia Nonprofit Corporation Code, and shall be deemed a Homeowners Association as defined by Section 528 (c) of the Internal Revenue Code.

3.

The Corporation shall have two classes of membership: Class A and Class B:

Class A: Class A members of the Corporation shall be the record owner (excluding the Declarant) of any property that is subject to the terms, conditions, and restrictions of the Declaration of Covenants, Restrictions and Easements for Abbots Run subdivision located in Fulton County, Georgia ("Declaration"), recorded in the real estate records of the Superior Court of Fulton County, Georgia, which is incorporated herein by reference. Notwithstanding, however, any such person, group of persons, corporation, partnership, trust or other legal entity who holds such interest solely as security for the performance of a debt or obligation shall not be a Class A member solely on account of such security interest. Each Class A member shall be entitled to one (1) vote for each unit in which such member holds the interest required for Class A membership.

Class B: Class B members shall be the Declarant or its nominee or nominees, and shall include every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who shall obtain any Class B membership. The Class B member shall be entitled to one hundred four (104) votes for each lot which it owns and which is made subject to the Declaration. The Class B membership shall cease and be converted to Class A membership under certain circumstances as more specifically set forth in the Declaration.

4.

The initial Board of Directors for the Corporation shall be as follows:

- (a) Mohammad Sedehi, 418 N. Main Street, Alpharetta, Fulton County, Georgia, 30004.
- (b) Sima Alyar, 418 N. Main Street, Alpharetta, Fulton County, Georgia, 30004.

(c) Donald C. Chapman, Jr., 418 N. Main Street, Alpharetta, Fulton County, Georgia 30004.

5.

The street address of the initial registered office of the Corporation is 418 N. Main Street, Alpharetta, Georgia 30004. The initial registered agent of the Corporation at such address is Mohammad Sedehi.

6.

The name and address of the incorporator is Rollin E. Mallernee II, 400 Colony Square, Suite 1750, Atlanta, Georgia, 30361.

7.

The mailing address of the initial principal office of the Corporation is 418 N. Main Street, Alpharetta, Fulton County, Georgia, 30004.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.

This 18th day of September, 2000.



Rollin E. Mallernee II
Incorporator

400 Colony Square
Suite 1750
Atlanta, Georgia-30361
(404) 875-4000, ext. 203

SECRETARY OF STATE
00 SEP 19 PM 1:54
CORPORATIONS DIVISION

Public Notices

CONTINUED FROM LAST PAGE

223/20-24

NOTICE OF INTENT TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate **Neapel Properties III Inc.** have been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at 701 Granite Street, Suite 102, Augusta, GA 30901 in Richmond County. Its initial registered agent at such address is **Ashley C. Ross**. **PS1/09-24**

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NOTICE OF INTENT TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate **Neapel Properties III Inc.** have been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at 945 G. Foster Ferry Road, Suite 204, Lawrenceville, Georgia 30046, and its initial registered agent at such address is **Kenneth Howard, D. Esq.** **KS1/09-24**

NOTICE OF INTENT TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate **Neapel Properties III Inc.** have been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at 425 East Poyne Ferry Road, Suite 225, Atlanta, Fulton County, Georgia 30308 and its initial registered agent at such address is **Faugh Wilcox**. **WB1/09-24**

NOTICE OF INTENT TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate **The Village Condominium Association, Inc.** have been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at 575-B Peachtree Dunwoody Road, Suite 122, Atlanta, Fulton County, Georgia 30324 and its initial registered agent at such address is **Debra G. McCann**. **MB1/09-24**

NOTICE OF INTENT TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate **Booker T. Washington Class of 1849 Foundation** have been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at 1811 Woodland Ave., SW, Atlanta, GA 30310 and its initial registered agent at such address is **Ronald Taylor**. **RI1/09-24**

NOTICE OF INTENT TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate **M & R Consulting, Inc.** have been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at 1545 Peachtree Street, NE, Suite 700, Atlanta, Georgia 30309, and its initial registered agent at such address is **W. Clayton Sproun, Jr.** **RI1/09-24**

NOTICE OF INTENT TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate **Universal Systems Associates, Inc.** have been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at 1176 Whitehouse Ridge, Alpharetta, GA 30005 and its initial registered agent at such address is **Nadir Parvaz**. **PS1/09-24**

NOTICE OF INTENT TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate **Tractor World Inc.** have been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at 1970 Peachtree Road, N.E., Suite 402, Atlanta, Georgia 30309, and its initial registered agent at such address is **Roy Ashby**. **KS1/09-24**

NOTICE OF INTENT TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate **A.F.A.T., Inc.** will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at 3282 Old Alabama Road, Suite 110-102, Alpharetta, Fulton County, Georgia 30002. The initial registered agent at such address is **Gene Lee**. **DAVID H. ROBERTSON**
D.H. ROBERTSON & ASSOCIATES, P.L.C.
2154 Fountain Square
Smyrna, GA 30087
1770 736-8182
RI1/09-24

NOTICE OF INTENT TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate **HELPING HANDS TO THE WORLD, INC.** will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at 1843 Virginia Avenue, College Park, Fulton County, Georgia 30337. The initial registered agent at such address is **Eric L. Jacobs**.

DEA M. BARR
D.M. ROBERTSON & ASSOCIATES, P.C.
2154 Fountain Square
Smyrna, GA 30087
1770 736-8182

NOTICE OF INTENT TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate **MORTGAGE RESEARCH, INC.** will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at 914 Collier Road, Apt. 5207, Atlanta, Fulton County, Georgia 30328. The initial registered agent at such address is **Trace E. Johnson**. **RI1/09-24**

NOTICE OF INTENT TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate **Blanchard, LTD.** will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at 2821 Peachtree Road, Atlanta, Fulton County, Georgia, and its initial registered agent at such address is **Alamy L. Rosenthal**. **RI1/09-24**

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NOTICE OF INTENT TO INCORPORATE

Notice is given that Revised Articles of Incorporation of **Cricket Children's United Suburbanization Effort, Inc.** being renamed **CLUE INCORPORATED, INC.** will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at 1150 Mowbray Plaza, 3414 Peachtree Road NE, Atlanta, GA 30326, and its initial registered agent at such address is **Marshall R. Stev**. **RI1/09-24**

NOTICE OF INTENT TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate **Beall Technology Solutions, Inc.** will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at One Georgia Center, Suite 1200, 608 West Peachtree Street, N.W., Atlanta, Georgia 30308. The registered agent at such address is **William R. Windsor, Jr.** **WB1/09-24**

NOTICE OF INTENT TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate **Samuel Irving, Inc.** have been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at **POZZI MARTIN, LLC, 3525 ... PIEDMONT CENTER, SUITE 700, ...** **RI1/09-24**

NOTICE OF INTENT TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate **Samuel Irving, Inc.** have been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at **800 Community College Drive, ...** **RI1/09-24**

NOTICE OF INTENT TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate **Atlanta Best Homeowners Association, Inc.** will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at **11615 ...** **RI1/09-24**

NOTICE OF INTENT TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate **1300 North Morningside Condominium Association Inc.** will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at **2303 Howell Mill Road, Fulton County, Georgia 30327** and its initial registered agent at such address is **Kathy E. Lindner**. **RI1/09-24**

NOTICE OF INTENT TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate **Atlanta Best Homeowners Association, Inc.** will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at **619 Channing Drive, N.W., Atlanta, Georgia 30318**, and its initial registered agent at such address is **Daniel Cannon**. **KS1/09-24**

NOTICE OF INTENT TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate **Whispering Broomfield Incorporated** have been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at **3028 Berkeley Way, Marietta, GA 30067**, and its initial registered agent at such address is **Alison Whigley**. **RI1/09-24**

NOTICE OF INTENT TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate **United Star Industries, Inc.** will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at **5400 D-4, 11796 Blank Road, Marietta, Georgia 30067**, and its initial registered agent at such address is **Kenneth W. Canfield**.

PS1/09-24

NOTICE OF INTENT TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate **W&H Steiner Classic Atlanta Properties, Inc.** will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at **110 East Andrews Drive, Atlanta, Georgia 30306**, and its initial registered agent at such address is **William J. Steiner**. **WB1/09-24**

NOTICE OF INTENT TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate **W&H Steiner Classic Atlanta Properties, Inc.** will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at **110 East Andrews Drive, Atlanta, Georgia 30306**, and its initial registered agent at such address is **William J. Steiner**. **WB1/09-24**

NOTICE OF INTENT TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate **W&H Steiner Classic Atlanta Properties, Inc.** will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at **110 East Andrews Drive, Atlanta, Georgia 30306**, and its initial registered agent at such address is **William J. Steiner**. **WB1/09-24**

NOTICE OF INTENT TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate **Atlanta Metro Group, Inc.** will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at **350 Peachtree Street, N.E., Atlanta, Fulton County, Georgia 30308-3886**, and its initial registered agent at such address is **Ronald M. Tanner**. **KS1/09-24**

NOTICE OF INTENT TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate **J-Cost Holdings, Inc.** have been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at **One Atlanta Center, 1201 West Peachtree Street, Atlanta, Georgia 30308-2421**, and its initial registered agent at such address is **Tom L. McArthur** located at **One Atlanta Center, 1201 Peachtree Street, N.E., Atlanta, Georgia 30307**. **MB1/09-24**

NOTICE OF INTENT TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate **Adventures in Writing Corporation** will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at **245 Peachtree Corners, N.E., Suite 505, Atlanta, Georgia, in Fulton County, Georgia** and its initial registered agent at such address is **Barry J. Hoffman**. **KS1/09-24**

NOTICE OF INTENT TO INCORPORATE

Notice is given that Articles of Incorporation which will incorporate **The Clayton Shale Barber Salon Inc.** will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at **1720 Poppleton Street, N.W., Suite 1022, Atlanta, Georgia 30308**. The initial registered agent for the corporation is **Ronald C. Mason**.

Continued on next page

CONSENT TO ACTION
OF
BOARD OF DIRECTORS
OF
ABBOTT'S RUN HOMEOWNERS ASSOCIATION, INC.
(in lieu of Organizational Meeting)

Pursuant to Section 14-2-821 of the Georgia Business Corporation Code, the undersigned, being the Directors named in the Articles of Incorporation of the above Corporation, do hereby consent to and take the following action, which shall reflect action taken at the Organizational Meeting of the Board of Directors:

1.

RESOLVED, that the Articles of Incorporation which have been filed with the Secretary of State of Georgia are hereby approved and adopted, and said Articles of Incorporation shall be placed in the Minute Book of the Corporation.

2.

RESOLVED, that the By-Laws presented to and reviewed by the Directors are hereby approved and adopted as the By-Laws of the Corporation, and the same shall be placed in the Minute Book of the Corporation.

3.

RESOLVED, that the following individuals are elected to the offices of the Corporation set forth by their respective names to serve in accordance with the provisions of the By-Laws:

Mohammad Sedehi	-	President
Donald C. Chapman, Jr.	-	Secretary
Sima Alayar	-	Treasurer

4.

RESOLVED, that the form of the seal of the Corporation is hereby adopted as the official seal of the Corporation, and the Secretary is directed to attach a Certificate to this consent attesting to the form of the seal.


5.

RESOLVED, that the Secretary is hereby directed to place a copy of the Declaration of Protective Covenants, Conditions and Restrictions for Abbotts Run Subdivision, recorded in Deed Book 29579, Page 312, Fulton County, Georgia, Records in the Minute Book for the Corporation.


6.

RESOLVED, that the Secretary and/or Treasurer be and are hereby authorized to purchase a minute book for the corporation, and the Treasurer is authorized to make payment for same and for the expenses and fees incurred in connection with the incorporation of this Corporation.

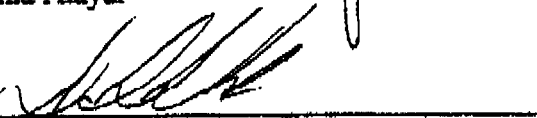
Consented to effective as of the 18th day of April, 2001.



 Mohammad Sedehi



 Sima Alayar



 Donald C. Chapman, Jr.

CERTIFICATE AS TO FORM OF CORPORATE SEAL

The undersigned, being the duly elected and authorized Secretary of ABBOTTS RUN HOMEOWNERS ASSOCIATION, INC., hereby certifies that the following form of seal was duly adopted by the Board of Directors of ABBOTTS RUN HOMEOWNERS ASSOCIATION, INC., as the Seal of the Corporation.

[CORPORATE SEAL]

This the 18th day of April, 2001.



Donald C. Chapman, Jr., Secretary

After recording return to:
Weissman, Nowack, Curry & Wilco, P.C.
One Alliance Center
3500 Lenox Road, NE
4th Floor
Atlanta, Georgia 30326 (MCW)

JUANITA HICKS, Clerk
Fulton Superior Court **DEC 06 2005**

STATE OF GEORGIA
COUNTY OF FULTON

QUIT CLAIM DEED

THIS INDENTURE is made on October 10, 2005 between **LEA CAPITAL GROUP, LLC**, a Georgia limited liability company, party or parties of the first part (hereinafter referred to as Grantor) and **ABBOTTS RUN HOMEOWNERS ASSOCIATION, INC.**, a Georgia corporation, as party or parties of the second part (hereinafter referred to as Grantee).

WITNESSETH: That the said Grantor part for and in consideration of the sum of ten (\$10.00) Dollars and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release, and forever quit-claim to Grantee, its heirs and assigns, all the right, title, interest, claim or demand which the said party of the first part has or may have had in and to the following described property:

ALL THOSE TRACTS or parcels of land lying and being in Land Lots 308, 309, 320 and 321 of the 1st District, 1st Section of Fulton County, Georgia, being described on Exhibit "A" attached hereto and incorporated herein by reference.

This deed is given to convey from Grantor to Grantee the common areas defined in Section 7 of the Abbots Run Declaration of Protective Covenants, Conditions and Restrictions recorded in Deed Book 29517, Page 312, Fulton County, Georgia records, as amended by First Amendment to Abbots Run Declaration of Covenants, Conditions and Restrictions recorded at Deed Book 34328, Page 109, said records.

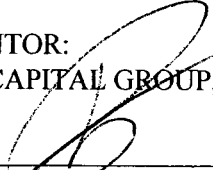
TO HAVE AND TO HOLD the said described premises unto the said party of the second part, its heirs and assigns, so that neither the said party of the first part nor its heirs, nor any other person or persons claiming under it shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and affixed its seal the day and year above written.

Signed, sealed and delivered in
the presence of :


Unofficial Witness

GRANTOR:
LEA CAPITAL GROUP, LLC

By:  [SEAL]
Bonnie Peters, Manager


Notary Public **SHAWN L. MYERS**
Notary Public, Cherokee County, Georgia
My Commission Expires July 2, 2009

EXHIBIT "A"

ALL THAT TRACT or parcel of land lying and being in Land Lot 309 and 320 of the 1st District, 1st Section of Fulton County, Georgia, being identified at 104 - "Amenity Area" consisting of 78876 square feet, on Final Plat for Abbotts Run, Phase 1A recorded in Plat Book 215, Page 24, Fulton County, Georgia records, incorporated herein and made a part hereof by reference.

ALSO:

ALL THAT TRACT or parcel of land lying and being in Land Lot 308 of the 1st District, 1st Section of Fulton County, Georgia, being shown as "Common Area" bounded on the south by the north right of way of Bailey Ridge Drive, on the north and east by the centerline of Johns Creek, as shown on plat recorded in Plat Book 233, Page 152, Fulton County, Georgia records, incorporated herein and made a part hereof by reference.

ALSO:

ALL THAT TRACT or parcel of land lying and being in Land Lot 308 of the 1st District, 1st Section of Fulton County, Georgia being shown as "Common Area" bounded on the west by the east right of way of the cul de sac of Bailey Ridge Court, on the northwest by the east boundary line of Lot 31, on the northeast and east by the centerline of Johns Creek, and on the south by the north boundary of Lot 32, all as shown on plat recorded in Plat Book 233, Page 153, Fulton County, Georgia records, incorporated herein and made a part hereof by reference.

ALSO:

ALL OF GRANTOR'S INTEREST in the entrance wall and landscaping along the frontage of Lots 1 and 97, Abbotts Run, Phase 1B, Land Lot 309 and 320, 1st District, 1st Section of Fulton County, Georgia as shown on plat recorded in Plat Book 222, Page 133, Fulton County, Georgia records, incorporated herein and made a part hereof by reference.

ALSO:

ALL OF GRANTOR'S INTEREST in and to the retention ponds, the landscaping strips along the retention ponds, and the drainage and access easements in Abbotts Run, Phase 1A, Plat Book 215, Pages 24 through 26, Abbotts Run, Phase 1B, Plat Book 222, Page 132 through 133 and Abbotts Run, Phase 2, Plat Book 233, Page 150 thorough 154, revised at Plat Book 238, Pages 144 through 147, Fulton County, Georgia records, incorporated herein and made a part hereof by reference.

[SPACE ABOVE RESERVED FOR RECORDING DATA]

Return to: Weissman, Nowack, Curry & Wilco, P.C.
3500 Lenox Road; 4th Floor
Atlanta, Georgia 30326
Attention: Mindy C. Waitsman

STATE OF GEORGIA
COUNTY OF FULTON

CROSS REFERENCE: Deed Book 29517
Page 312

**AMENDMENT TO THE ABBOTTS RUN DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS**

WHEREAS, the Abbotts Run Declaration of Protective Covenants, Conditions and Restrictions for Abbotts Run was recorded on September 27, 2000, in Deed Book 29517, Page 312, *et seq.*, in the Fulton County, Georgia land records ("Declaration"); and

WHEREAS, Article VII, Section 3 of the Declaration provides that, five years after the Declaration is recorded, the Declaration may be amended by an instrument signed by not less than 75% of the Lot Owners;

WHEREAS, the Declaration was recorded more than five5 years ago and 75% of the Lot Owners have signed an instrument indicating that they have approved this Amendment;

NOW, THEREFORE, the Declaration of Protective Covenants, Conditions and Restrictions is hereby amended as follows:

1.

Article IV, Section 3, Initiation Fee is hereby amended by deleting it in its entirety and replacing it

with the following:

Section 3. Initiation Fee. In addition to all other assessments, fees and charges provided for herein, the purchaser or grantee of every Lot shall be assessed and be subject to a non-refundable, non-prorated initiation fee ("Initiation Fee") upon each and every conveyance or transfer of the Lot to any person other than to the spouse or heir of the Owner. The Initiation Fee shall be an amount equal to the annual assessment applicable to such Lot at the time of such conveyance or transfer. The Initiation Fee shall be due and payable by the purchaser or grantee at the time of conveyance or transfer of the Lot and shall be collected at the closing of each such conveyance or transfer. The Initiation Fee shall not constitute an advance payment of annual assessments. The Initiation Fee shall constitute a specific special assessment and continuing lien against such Lot, and a personal obligation of the Owner of such Lot, from the time it is due until it is paid in full and may be collected pursuant to Article IV of the Declaration.

2.

Article IV, Section 6 Notice and Quorum for Any Action Authorized Under Sections 3 and 4 is amended by deleting the words "Sections 3 and 4" in the caption and line 3 of the Section and replacing them with "*Sections 4 and 5*".

3.

Article VII, Section 1 Enforcement is amended by deleting it in its entirety and replacing it with the following:

Section 1. Authority and Enforcement. The Properties shall be used only for those uses and purposes set out in this Declaration. Every Owner and Occupant shall comply with this Declaration, the Bylaws and rules and regulations of the Association (Association's legal instruments), and any lack of compliance therewith shall entitle the Association and, in an appropriate case, one or more aggrieved Owners, to take action to enforce the terms of the Declaration, Bylaws or rules and regulations. In addition to any rights the Association may have against an Owner's family, guests, tenants or Occupants, as a result of such person's violation of the Association's legal instruments, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or Occupants.

The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Lot, and to suspend an Owner's right to vote and/or to use the Common Elements for violation of any duty imposed under the Declaration, Bylaws or Association rules. However, nothing herein shall authorize the Association or the Board of Directors to deny ingress and egress to or from a Lot. If any Occupant of a Lot violates the Declaration, Bylaws or Association rules, a fine may be imposed against the Owner and/or Occupant, as set forth below. The failure of the Board to enforce any provision of the Declaration, Bylaws

or Association rules shall not be deemed a waiver of the right of the Board to do so thereafter.

In any enforcement action taken by the Association under this Section, to the maximum extent permissible, all costs incurred by the Association in abating a violation or otherwise taking action to enforce the Declaration, Bylaws or Association rules, including reasonable attorney's fees actually incurred, may be assessed against the violating Owner and/or Occupant pursuant to Article IV of the Declaration..

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

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

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

(b) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Board may elect to enforce any provision of the Declaration, the Bylaws, or the rules and regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking regulations) and/or by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity for compliance with the procedure set forth in subparagraph (a) above.

The Association or its duly authorized agent shall have the power to enter a Lot or upon any portion of the Common Property to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the Bylaws or the rules and regulations; provided, however, the violating Owner or Occupant is given at least two (2) days prior written notice requesting that the violation be removed and abated and the property restored to substantially the same condition as existed prior to the structure, thing or condition being placed on the property and causing the violation. Such removal, abatement and restoration shall be accomplished at the violator's sole cost and expense. If the Association exercises its right subject to this subparagraph, all costs of self-help, including but not limited to, reasonable attorney's fees actually incurred, shall be assessed against the violating Owner or Occupant and shall constitute a lien against the Lot. All such amounts shall be collected as an assessment pursuant to this Declaration. Additionally, the Association shall have the authority to record in the Fulton County land records a notice of violation identifying any uncured violation of the Declaration, Bylaws or rules and regulations regarding the Lot.

(c) Failure to Enforce. Notwithstanding the above, no right of action shall exist against the Association for failure of enforcement where: (i) the Board determines that the Association's position is not strong enough to justify taking enforcement action; (ii) a particular violation is not of such a material nature as to be objectionable to a reasonable person or justify the expense and resources to pursue; or (iii) the Owner or party asserting a failure of enforcement possesses an independent right to bring an enforcement action therefore at law or in equity and has failed to do so.

3.

Article VIII is hereby amended as follows:

A. Section 2 Fences are amended by deleting the words "Article VI" on the second line and replacing them with the words "*Article V*".

B. Section 10 Livestock and Poultry is amended by adding the following sentence to the end of the section:

All pets must be kept on a leash and be under the physical control of a responsible

person at all times while outdoors in areas which are not fully enclosed by a physical fence, unless a particular pet has been specifically exempted by the Board. Feces left by pets upon the Common Property, on any Lot or in any dwelling, including the pet owner's Lot or dwelling, must be removed promptly by the owner of the pet or the person responsible for the pet.

C. Article VIII is further amended by adding the following new Sections 24 and 25.

Section 24. Antennas and Satellite Dishes. Except as provided below in this Section, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors in any portion of the Community, whether attached to a home or structure or otherwise; provided, however, that the Association shall have the right to erect, construct and maintain such devices. The following shall apply to all Lot Owners:

(i) No transmission antenna, of any kind, may be erected anywhere in the Community without written approval of the Board of Directors or the Architectural Control Committee.

(ii) No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) larger than one meter in diameter shall be placed, allowed, or maintained in any portion of the Community, including a Lot.

(iii) DBS and MMDS antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association authorized by the FCC, both as may be amended from time to time.

(iv) Any such items shall be installed in the least conspicuous location available on the Lot that permits reception of an acceptable signal.

D. Section 25. Outdoor Play and Recreational Equipment. No outdoor recreational or play equipment may be added to the exterior of any Lot without prior approval from the ACC.

4.

Except as stated herein, the Declaration shall remain unchanged.

IN WITNESS WHEREOF, the undersigned officers of the Abbotts Run Homeowners Association, Inc., hereby certify that the above Amendment to the Declaration was duly adopted by the required majority of the Association and its membership.

This 10th day of March, 2007

ASSOCIATION: ABBOTTS RUN HOMEOWNERS ASSOCIATION, INC.

Sworn to and subscribed to before me this 10 day of March 2007.

By: [Signature] (Seal)
President

K-L. Rey
Witness

Attest: [Signature] (Seal)
Secretary

[Signature]
Notary Public

[CORPORATE SEAL]

[Notary Seal]

