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January 9, 2001

Homeowners
Tremont Homeowners Association, Inc.

Dear Homeowners:

As you are aware, the Tremont Homeowners' Association, Inc. ("Association") has proposed a major amendment to the governing documents for Tremont. The proposed changes would allow individual owners within Tremont to submit their lots to the membership in the Association, after which membership would be mandatory for that lot, even after it is sold. I would like to take this opportunity on behalf of the Association to explain the rationale for presenting the new Declaration to homeowners in Tremont, to comment on some of the specific provisions in the proposed new documents, and to describe some of the benefits of a mandatory membership homeowners' association.

Background

A number of communities have had first hand experience with the difficulties of supporting recreational facilities with a voluntary association. Frequently in these communities, there was enough interest in the facilities when the community was new, but as the community ages the level of interest and commitment decreases, yet the facilities require the same or even more resources to support. A spiraling effect is created. As the number of members decrease, the dues must increase. As the dues increase, the number of members decrease. In some cases, a few dedicated volunteers must knock on doors until they get enough money to operate the facilities. In other cases, the facilities are left to degenerate or may even be sold.

It has been our experience that even if property owners in a community do not use the recreational facilities, they recognize that the existence of those facilities enhances their property values, and a potential purchaser investigating the neighborhood may look elsewhere if the recreation area is abandoned and overgrown or if it has been sold to a third party. The process at Tremont demonstrates that the majority of property owners in Tremont agree that their property interests are best protected by providing for permanent members.

The original Declaration and Bylaws for Tremont were written several years ago. Since the subdivision's creation, there have been some significant changes to Georgia law. In response to the dramatic increase in neighborhood associations in recent years, Georgia now offers neighborhood associations the option to submit to the Georgia Property Owners' Association Act (or the "POAA"), which was written to assist homeowner associations with operations and collection of fees. In addition, there have been changes to the Georgia Nonprofit Corporations Code (or the "Nonprofit Code"), which governs operation of nonprofit companies in Georgia,

such as your homeowner association. By amending your documents to reflect current laws, your association can avoid potential conflicts with corporate law and take advantage of modern laws applicable to neighborhoods.

Some of the provisions included in the proposed documents are directly mirrored after provisions of Georgia law. Some portions of the documents are based on the existing covenants and restrictions which were filed when the neighborhood was created. Certain portions of the documents are required to facilitate sales and financing of homes in the neighborhood. Finally, some provisions are based on our firm's extensive experience in representing homeowners associations and are included to make the association run more smoothly and efficiently. For your convenience, the remainder of this letter will comment on specific paragraphs of the proposed Declaration and Bylaws.

Comments Regarding the Proposed Declaration of Additional Covenants, Conditions and Restrictions for Tremont Subdivision ("Declaration")

Preamble. The pages preceding the body of the Declaration contain a number of statements beginning with "Whereas..." These pages make specific reference to the prior declaration, amendments, plats, and documents in the legal chain of title for the subdivision. The preamble also indicates the reasons for adopting the new Declaration, and the procedure by which it is being adopted.

Paragraph 2. Definitions. For clarity and precision, certain capitalized terms have specific meanings whenever they are used in the Declaration. Exhibit "B" contains the definitions of capitalized terms. By keeping this exhibit at your side as you review the document, it will be clear to you the impact of various terms within the document.

Paragraph 3. Location, Property Description, and Plats. This paragraph describes the subdivision and the plats and incorporates these items into the document. It is important to incorporate and cross reference all plats so that all subsequent purchasers will be legally "on notice" of the Declaration, and so that there will be no ambiguity regarding where the Declaration applies.

Paragraph 4. Effective Date. The Declaration will not become effective until and unless at least seventy-five (75) owners have executed it on or before May 31, 2001. The minimum threshold of seventy-five (75) owners is set so that common area maintenance expenses will not fall on a small number of homeowners. The Declaration must be executed by May 31, 2001 in order to assure that those owners who do submit their property to the Declaration are not "left hanging" as other homeowners delay their decision and execution of the documents. If seventy-five (75) owners have executed the Declaration by May 31, 2001, then the Declaration will be filed and will take effect. Owners who have not submitted their property at that time may submit their property at a later time. However, a substantial initiation fee will apply to those members who have not submitted their property by May 31, 2001.

Paragraph 5. Association Membership and Voting Rights. This paragraph discusses membership. Membership is extended only to those who have submitted their lots to the Declaration. As has been the practice since the formation of Tremont, and as required by the POAA, owners within the subdivision are entitled to cast one vote in the Association per lot owned. It is my understanding that, in the past, non-residents of Tremont have been allowed to purchase memberships to the recreational facilities. The Association will continue to have this option as a potential revenue source.

Paragraph 6. Allocation of Liability for Common Expenses. This paragraph provides for equal allocation of normal common expenses among all members. Where only certain members are benefited, an exception allows allocation to the specific members who enjoy the benefit. For instance, where improvements or repairs are made on a single street, it may be more equitable to assess only residents of that street. The paragraph also allows the Association to assess specific members who damage the Association's property.

Paragraph 7. Association Rights and Restrictions. This paragraph sets forth many of the rights of the Association in regard to making and enforcing reasonable rules and regulations, granting permits and easements, and operating and managing the Property. Many of the terms of this paragraph mirror the POAA and the Non-Profit Code. Since the Association is the owner of the Common Elements, and since the Association is ultimately responsible for the Common Elements, it is important that it have the power to make reasonable rules and regulations, such as safety rules, pool use rules, rules regarding posting of signs, etc. This paragraph also gives the Association the powers which are incidental to managing and operating the recreational facilities. For instance, the Association will have the right to own and hold personal property (such as pool equipment), enter maintenance contracts, allow maintenance personnel to enter the property, and to represent the members in dealing with governmental entities on matters related to the common property (such as utility work, etc.). In extreme situations, the Association will have the right to go on to lots in order to promote equitable enforcement of the restrictive covenants. However, this right may be exercised only during reasonable times and after reasonable notice. The Association does not have the right to enter any individual home.

Paragraph 8. Assessments. This paragraph requires that each submitted lot must pay dues to the Association. The assessments will cover common expenses, including maintenance, repair, insurance, managing and improving the common property, and to support other specific Association functions.

Dues for the year 2001 will be \$325.00. Subsequent year's budgets will be based on an equitable division of the Association's operating budget. The Association's Board of Directors will send a copy of the next year's budget to each homeowner at least twenty-one (21) days prior to the Association's annual meeting. At the annual meeting, the homeowners will have the ability to disapprove the proposed budget. In order to cover unanticipated expenses, the Association can levy a special assessment, though a special assessment requires approval of at least two-thirds (2/3) of the Association's members. Unpaid dues can be collected by the Association, and will constitute a lien against the delinquent lot. In order to encourage homeowners within Tremont to submit their lots to the Declaration, an initiation fee will be

assessed against any owner wishing to submit his or her lot and join the Association after May 31, 2001.

Paragraph 9, Insurance, and Paragraph 10, Repair and Reconstruction. These paragraphs concern the Association's responsibility to obtain insurance on the common property and to repair that property in the event of a casualty. Many of the terms of these paragraphs mirror state law. Requiring insurance and repairs helps to protect the investment that each member is making in the common elements, and it helps to protect the neighborhood's value by assuring that its amenities will remain intact.

Paragraph 11. Enforcement. This paragraph sets forth the generally recognized and necessary enforcement powers for an association should violations occur. Many people assert that preserving the neighborhood's residential character is essential to maintaining property values. These provisions allow for actions such as suspension of voting rights, fining, and towing of illegally parked vehicles which are improperly parked on the Property.

Paragraph 12. Architectural Controls. This paragraph creates an Architectural Control Committee ("ACC") to enforce and administer the community's architectural standards. The ACC should help owners choose designs and materials which will enhance the aesthetic value of the neighborhood and maintain a consistent character throughout Tremont.

Paragraph 13. Additional Use Restrictions. The original Protective Covenants of Tremont Subdivision (and the amendments thereto) contain several use restrictions which are already a part of the subdivision and are applicable to every lot. Many of the use restrictions in the proposed Declaration mirror those use restrictions which already exist in Tremont. For consistency's sake, and to clarify the Association's enforcement responsibilities, many of those use restrictions are restated in this paragraph. In addition, some use restrictions have been added. These additional use restrictions are based on the suggestions and comments of Tremont residents, and on our firm's experience in dealing with homeowner associations.

Paragraph 14. Leasing. In order to preserve the character of Tremont as a predominately owner occupied subdivision, and to comply with eligibility requirements for financing in the secondary mortgage market, this paragraph restricts leasing within Tremont Subdivision. Many homeowners feel that retaining a predominately owner occupied composition helps to preserve the aesthetic value and sense of community within a neighborhood. In addition, the secondary mortgage market requires certain minimal leasing restrictions in planned unit developments in order to sell mortgages on the secondary market. In practical terms, this means that it will probably be easier for potential purchasers to obtain favorable financing on homes in Tremont if leasing is restricted. Therefore, homeowners may find that the restricted leasing provision helps their homes sell faster and for greater prices.

Note that leasing is not completely prohibited. Rather, a maximum of twenty-five percent (25%) of the homes within Tremont may be leased. Leases must be in writing, and must be for a term of at least one (1) year. This requirement helps to prevent boarding house situations and transient tenants within the neighborhood. Note that a hardship exception is

provided in the event that twenty-five percent (25%) of homes are leased when an owner finds himself or herself in a situation which would create a hardship unless the owner is allowed to lease. Also, note that leases existing on the date which the Declaration is recorded will be grandfathered and may continue to the end of the lease term.

Paragraph 15. Sale of Member Lots. In order to assist with record keeping, and to assure that fees are being assessed against the current owner of each home, owners must notify the Association of the new owner upon sale of the lot.

Paragraph 16. Maintenance. This provision concerns maintenance of the common property. The Association's maintenance responsibility includes any property owned by the Association as well as the entry features of the subdivision that are maintained by the Association. Individual lot owners will continue to be responsible for maintaining their individual lots.

Paragraph 17. Mortgagee's Rights. The language contained in this paragraph helps to satisfy the requirements of the secondary mortgage market. In general, the paragraph contains certain restrictions of the Association's powers with respect to mortgage holders and individual lots. The paragraph also contains notice requirements in the event of foreclosure on a lot.

Paragraph 18. General Provisions. In order to contain the possible costs of litigation, disputes arising from the Declaration will be subject to alternative dispute resolution methods. As required by Federal Law, the Association will not be allowed to discriminate on the basis of race, creed, color, national origin, religion, sex, familial status or handicap. The Association will indemnify its officers and directors for actions taken in performance of their duties for the Association, and the Association will have all rights reasonably necessary to act as described in the Declaration and Bylaws. This paragraph also clarifies that the Association is not obligated to provide security, but that it may take steps to enhance security (such as hire a patrol or install lighting) without liability.

Paragraph 19. Eminent Domain. This paragraph mirrors the POAA, and explains what will happen if the government should take any portion of the common property.

Paragraph 20. Amendments. The Declaration may be amended from time to time, as necessary, to ensure that it will remain an effective document which is relevant to the character of the neighborhood.

Paragraphs 21-23. Severability, Duration, and Preparer. These standard provisions state that the individual portions of the Declaration will remain in effect, even if another portion is found invalid, and that the Declaration runs with the land and will remain in place in perpetuity.

Comments Regarding the Proposed Bylaws of Tremont Homeowners Association, Inc.:

The Bylaws are the general procedural provisions for the Tremont Homeowners Association, Inc. The Bylaws set forth provisions regarding membership, voting, meetings,

responsibilities of directors and officers, the powers and duties of the Association, and provisions regarding finances and the books and records of the Association.

Article I. General. Describes the name and makeup of the Association. Owners of lots which have been submitted to the Declaration are automatically members of the Association, and each lot is entitled to one vote within the Association.

Article II. Meetings of Members. This provision describes the process for calling and holding meetings of the membership. Annual meetings will be held each year, and special meetings may be called by the President, Secretary, or by request of any two board members, or upon written petition of twenty-five percent (25%) of the membership. Notice must be given to every member at least twenty-one (21) days prior to each annual meeting and at least seven (7) days prior to each special meeting. One-third (1/3) of the eligible vote of the Association must be present, in person or by proxy, in order to hold a valid meeting. Proxies may be delivered by conventional methods, or electronically. In order to facilitate taking action when necessary, action may be taken without a meeting by following particular guidelines.

Article III. Board of Directors. The Association will have five (5) directors who will serve staggered terms. Staggered terms are a good way to preserve "corporate memory" from year to year. Directors are elected by the members, and may be removed by the members. Any director who neglects to attend Board meetings, or who does not pay homeowner dues may be removed by the Board of Directors. Directors may not be compensated without a vote of a majority of the members, and reimbursable expenses must be approved by the Board of Directors. Article III describes the notice and conduct of Board meetings, and provides that action may be taken without a meeting if necessary.

The Board of Directors has all the powers and duties necessary to manage the affairs of the Association and administer the property. The Association may hire a management agent, though it is not required to do so. The Board has the authority to borrow on behalf of the Association, if necessary, but it may not borrow more than \$10,000.00 without approval of the membership. Directors and officers will be indemnified by the Association for performance of their duties. The Board of Directors will have the ability to establish neighborhood committees as necessary.

Article IV. Officers. Under the new Bylaws, the Association will continue to have the same slate of officers: President, First Vice-President, Second Vice-President, Secretary and Treasurer. The officers will be elected from the Board of Directors.

Article V. Rule Making and Enforcement. The Association's rule making and enforcement powers are outlined in Paragraph 11 of the Declaration.

Article VI. Miscellaneous. This provision contains several general provisions, including how notices are to be sent, fiscal year, requirement for financial review, and a provision for amendment.

Section 9, Books and Records. This section mirrors the Non-Profit Code, which allows members of the Association to request and inspect membership records, minutes of certain meetings, and financial records from the Association. The record inspection rights are set forth in the Bylaws in order to facilitate providing proper records to any member who requests them, and to advise members of their rights.

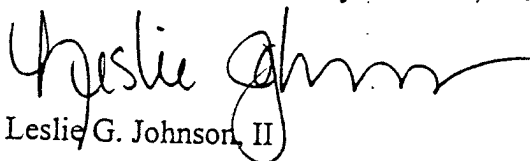
Conclusion

The comments set forth in this letter are for your convenience and assistance as you read the proposed new Declaration and Bylaws. However, this letter is not a part of the Declaration or the Bylaws, and cannot be construed to modify or supplement the Declaration or Bylaws in any way. Please carefully read each of the proposed documents.

Feel free to submit questions to the Board of Directors if you would like any portion clarified or explained further. The Board of Directors and the Document Revision Committee have worked with our firm to provide documents which are comprehensive, and which will adequately address your Association's needs now and in the future. We realize that these documents are somewhat lengthy, and that certain provisions may appear complicated, however, since the executed Declaration will become a part of Tremont's chain of title, it is important to create comprehensive, thorough, legally clear documents. Again, if you have any questions or concerns regarding any of the proposed documents, please do not hesitate to submit your questions to the Board of Directors. The Board and I will work together to make the intent and verbiage of the documents as clear as possible and to answer any questions you may have.

Sincerely,

Weissman, Nowack, Curry & Wilco, P.C.



Leslie G. Johnson, II

LGJ/kms
enclosures

-----[SPACE ABOVE RESERVED FOR RECORDING DATA]-----

Return to: Weissman, Nowack, Curry & Wilco, P.C.
1349 West Peachtree Street, 15th Floor
Atlanta, Georgia 30309
Attention: LGJ

**Instructions to Clerk: Cross Reference to Deed
Books set forth below; Index each signatory in grantor index; Index
Tremont Homeowners' Association, Inc.
in Grantor and Grantee Indexes**

**The common property (Exhibit "C") and all lots are located in
District 16, Land Lots 20, 21, 52 and 53**

Cross Reference:	Deed Book 2228
	Page 343
	Plat Book 76
	Page 79
	Plat Book 77
	Page 182
	Plat Book 80
	Page 17
	Plat Book 82
	Page 29
	Plat Book 84
	Page 90

STATE OF GEORGIA
COUNTY OF COBB

DECLARATION OF ADDITIONAL COVENANTS,

CONDITIONS AND RESTRICTIONS FOR

TREMONT SUBDIVISION

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Tremont Subdivision was recorded on August 27, 1980, in Deed Book 2228, Page 343, et seq., Cobb County, Georgia Records (hereinafter referred to as the "Original Declaration"); and

WHEREAS, the Original Declaration has been previously amended by amendments recorded in the Cobb County, Georgia records as follows:

<u>Recording Date</u>	<u>Deed Book/Page</u>
March 15, 1983	Book 2707, Page 276 et seq.
April 6, 1987	Book 4407, Page 472 et seq.; and

WHEREAS, a plat entitled "FINAL PLAT, TREMONT S/D UNIT 1" prepared by J.B. Dixon (Georgia Registered Land Surveyor entitled "TREMONT S/D UNIT NO. 2" prepared by J.B. Dixon (Georgia Registered Land Surveyor No. 1878) was filed in Plat Book 76, Page 79, Cobb County, Georgia, records on August 21, 1980, and a plat No. 1878) was filed in Plat Book 77, Page 182, Cobb County, Georgia, records on April 14, 1981, and a plat entitled "FINAL PLAT, TREMONT S/D UNIT-3" prepared by J.B. Dixon (Georgia Registered Land Surveyor No. 1878) was filed in Plat Book 80, Page 17, Cobb County, Georgia, records on May 5, 1982, and a plat entitled "FINAL PLAT, TREMONT UNIT 4" prepared by J.B. Dixon (Georgia Registered Land Surveyor No. 1878) was filed in Plat Book 82, Page 29, Cobb County, Georgia, records on March 4, 1983, and a plat entitled "FINAL PLAT, TREMONT UNIT-5" prepared by J.B. Dixon (Georgia Registered Land Surveyor No. 1878) was filed in Plat Book 84, Page 90, Cobb County, Georgia, records on July 7, 1983; and

WHEREAS, Lot Owners at Tremont Subdivision in Cobb County, Georgia, who have executed this Declaration, are the Owners of that certain real property described in the signature pages affixed hereto, and as may be listed on Exhibit "A" attached hereto and incorporated herein by this reference and desire to subject their Lot and the Property to the terms and provisions of this Declaration of Additional Covenants, Conditions and Restrictions for Tremont ("Declaration"), and do hereby subject their Lot and the Property to mandatory, permanent membership in the Tremont Homeowner's Association, Inc., ("Association") and authorize and direct the Board of Directors to subject the Common Property, as described in Exhibit "C" to the terms and provisions of this Declaration; and

WHEREAS, the undersigned officers of the Tremont Homeowners Association desire to approve this Declaration and permanent mandatory membership in the Association on behalf of the Association;

WHEREAS, the Lot Owners who have executed this Declaration do hereby consent, on behalf of such Owner, Owner's successors, successors-in-title, heirs, and assigns, that such Owner's Lot shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, covenants, and restrictions contained in this Declaration, as a Member (as defined in the Declaration) of the Association, all of which shall run with the title to Owner's Lot and shall be binding upon all persons having any right, title, or interest in Owner's Lot, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Each Owner understands and acknowledges that, by submitting Owner's Lot to Membership in the Association, each Owner is hereby subjecting Owner's Lot to mandatory assessments in favor of the Association, with lien rights afforded therefor, in

accordance with the Declaration. Each Owner does further consent to the submission of the Common Property (as defined in the Declaration) to this Declaration; and

WHEREAS, this Declaration does not alter, modify, change or rescind any right, title, interest, or privilege held by any first Mortgage Holder; provided, however, in the event a court of competent jurisdiction determines that this Declaration does alter, modify, change, or rescind any right, title, interest, or privilege held by any first Mortgage Holder without such first Mortgage Holder's consent in writing to this Declaration, then this Declaration shall not be binding on the first Mortgage Holder so involved, unless such first Mortgage Holder consents to this Declaration; and if such consent is not forthcoming, then the provisions of the Original Declaration and Original By-Laws effective prior to this Declaration shall control with respect to the affected first Mortgage Holder;

WHEREAS, these preambles have been incorporated into the Declaration pursuant to Paragraph 20 of the Declaration.

NOW, THEREFORE, the undersigned officers of the Association, and all lot owners who have executed this Declaration hereby declare that all of the Property described herein and in Exhibit "A" and "C" shall be held, sold and conveyed subject to this Declaration, which is for the purpose of enhancing and protecting the desirability and attractiveness of, and which shall run with, the Property, and be binding on all parties having any right, title or interest in the Property or any part thereof, and shall, subject to all limitations herein provided, inure to the benefit of each owner of any portion of the Property, his heirs, grantees, distributees, successors, successors-in-title, legal representatives and assigns and to the benefit of the Association:

**DECLARATION OF ADDITIONAL COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
TREMONT SUBDIVISION**

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DECLARATION OF ADDITIONAL COVENANTS,

CONDITIONS AND RESTRICTIONS FOR

TREMONT SUBDIVISION

1. NAME.

The name of the property is Tremont Subdivision (hereinafter sometimes called "Tremont"), which is a residential property owners' development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as may be amended.

2. DEFINITIONS.

Generally, terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Act or the Georgia Nonprofit Corporation Code. Unless the context otherwise requires, certain terms used in this Declaration shall be defined as set forth in Exhibit "B" attached hereto and incorporated herein by this reference.

3. LOCATION, PROPERTY DESCRIPTION, AND PLATS.

The Property subject to this Declaration and the Act is located in Land Lots 20, 21, 52 and 53 of the 16th District of Cobb County, Georgia, being more particularly described in the signatory portion of this Declaration and in Exhibits "A" and "C" attached to this Declaration, which exhibit is specifically incorporated herein by this reference. For purposes of property description and submission of the Lots set forth herein only, the Tremont Subdivision Plats are incorporated herein by reference as fully as if the same were set forth in their entirety herein; any covenants shown thereon shall not be incorporated herein.

4. EFFECTIVE DATE.

This Declaration shall not be effective until and unless:

(a) at least 75 Owners have executed this Declaration on or before May 31, 2001 (the "Enrollment Period"); and

(b) this Declaration and the signature pages attached hereto have been recorded in the Cobb County, Georgia land records; and

(c) two Association officers have executed the final page hereof certifying that, to the best of their knowledge, the minimum number of signatures to this Declaration have been obtained.

Additional Consents, by Owners of Lots within the Additional Property, may be recorded at any time subsequent to the recording of this Declaration, subject to the terms of this Declaration. Consents shall be valid only if executed by at least one officer of the Association and recorded by the Association. Any reduction in membership occurring or discovered after the recording of this Declaration, for any reason whatsoever shall not affect the validity of this Declaration.

Submission of portions of the Additional Property may be accomplished by the recording of a consent form at any time and from time to time subsequent to the recording of this Declaration, subject to the terms of this Declaration, provided, the Board shall have the discretion to accept such additional consent forms, if at all, on such terms and form as they determine in their discretion and such consent forms shall be valid only if executed by at least one officer of the Association and recorded by the Association. A sample consent form (which may be varied by the Association) is attached hereto as Exhibit "D" and incorporated herein by this reference.

5. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.

(a) Members. Each Person who is the record owner of a fee or undivided fee interest in any Lot subject to this Declaration, and whose Lot is submitted to Membership in the Association by execution hereof or by written consent recorded in the Cobb County, Georgia, land records (as set forth above), shall be a Member of the Association and shall be entitled to vote as set forth herein and in the Bylaws of the Association. Membership shall be appurtenant to and may not be separated from ownership of any such Member Lot.

The foregoing definition of membership is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate an Owner's membership. There shall be no more than one (1) Membership per Lot owned. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Any rights and privileges of membership, including the right to vote and to hold office, may be exercised by a Member or the Member's spouse, but in no event shall more than one (1) vote be cast nor office held for each Lot owned.

(b) Voluntary Users.

(i) Non-Resident Voluntary Users. In the discretion of the Board, Voluntary Use Permits may be offered, on a voluntary basis, to individuals or families who do not own Lots within the Tremont Subdivision. Non-Resident Voluntary Use Permits shall be contingent upon payment of dues established by the Board.

(ii) Resident Voluntary Users. Beginning one (1) year after the Effective Date, Voluntary Use Permits also may be offered in the discretion of the Board, on a voluntary basis, to Owners whose Lots have not been submitted to Membership in the Association. Resident Voluntary User status shall be contingent upon payment of dues in an amount established by the Board which shall be no less than one hundred percent (100%) more than the assessment payable by a Member.

Non-resident and Resident Voluntary User status shall be contingent upon compliance with the Declaration, By-Laws and rules and regulations of the Association. Voluntary Users are not members of the Association. This category and its rights and privileges may be regulated, limited or discontinued by the Association in its discretion. Except as or determined by the Board, Voluntary Users shall not be entitled to any privileges of membership in the Association, including but not limited to voting on any matter. Yearly use permits shall expire on the date set by the Board at the time the permit is issued, provided that no use permit shall be for more than 1 year in duration. Use permits may be renewed at the discretion of the Board.

(c) Voting. All Members in good standing shall be entitled to one (1) equal vote for each Lot owned. When more than one (1) Person holds an ownership interest in any Member Lot, the vote for such Member Lot shall be exercised as those Owners determine among themselves and advise the Secretary prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one (1) Person seeks to exercise it. Except as determined by the Board, Voluntary Users shall not be entitled to vote on any matter.

(d) Privileges. Persons who reside with a Member (or a Voluntary User) or as tenants of the Member (or Voluntary User) have the same privileges to use the Common Property of the Association as the Member (Voluntary User) and shall be subject to all restrictions governing the Common Property. Each Member (Voluntary User) transfers and assigns to any tenant who has exclusive use of the Member's (Voluntary User's) home, for the term of the lease, any and all rights and privileges that the Member has to use the Common Property, including, but not limited to, the use of any and all recreational facilities.

(e) Those persons who were members of the Association prior to the passage of the Amended and Restated Bylaws of the Association and who have not become Members during the Enrollment Period, shall continue to be members of the Association with the rights, duties and privileges as existed prior to the passage of the Amended and Restated Bylaws and shall not be subject to this Declaration, provided that subsequent to the passage of the Amended and Restated Bylaws, such individuals' voting rights shall be limited to the Bylaws, and provided further, however, the membership and any rights, duties and privileges shall, in any event, terminate as of May 31, 2001.

6. ALLOCATION OF LIABILITY FOR COMMON EXPENSES.

(a) Except as provided below, or elsewhere in the Act or the Association Legal Instruments, the amount of all Common Expenses shall be assessed against all the Member Lots equally.

(b) Notwithstanding the above, the Board of Directors shall have the power to levy specific special assessments pursuant to this Paragraph and to Section 44-3-225(a) of the Act as, in its discretion, it shall deem appropriate. Failure of the Board to do so shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to do so in the future.

(c) Except for expenses incurred for maintenance and repair of items which are the Association's maintenance responsibility hereunder, any Common Expenses benefiting less than all of the Member Lots or significantly disproportionately benefiting all Member Lots may be specially assessed equitably among all of the Member Lots which are benefited according to the benefit received.

(d) Any Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Member Lots or by the licensees or invitees of any such Member Lot(s) may be specially assessed against such Member Lot(s), including attorney's fees incurred by the Association in enforcing the Declaration, Bylaws or Association rules.

7. ASSOCIATION RIGHTS AND RESTRICTIONS.

The Association, acting through its Board of Directors, shall have the right and authority, in addition to and not in limitation of all other rights it may have:

(a) to make and to enforce reasonable rules and regulations governing the use of the Property, and the Common Property;

(b) to enforce use restrictions, other Declaration and Bylaws provisions, and rules and regulations by imposing reasonable monetary fines, exercising self-help powers, suspending use and voting privileges, and suspending services paid for as a Common Expense, as provided herein and in Section 44-3-223 of the Act. These powers, however, shall not limit any other legal or equitable means of enforcing such documents or provisions by either the Association or, in an appropriate case, by an aggrieved Member;

(c) to grant permits, licenses, utility easements, and other easements, permits or licenses necessary for the proper maintenance or operation of the Property under, through or over the Common Property, as may be reasonably necessary to or desirable for the ongoing operation of the Property;

(d) to control, manage, operate, maintain, replace and, in the Board's discretion, alter or improve all portions of the Property for which the Association is assigned maintenance responsibility under this Declaration;

(e) to determine, in its discretion, the terms of use of the Common Property by Voluntary Users;

(f) to deal with the Common Property in the event of damage or destruction as a result of casualty loss, condemnation or eminent domain, in accordance with the provisions of this Declaration;

(g) to represent the Members in dealing with governmental entities on matters related to the Common Property;

(h) to acquire, hold and dispose of tangible and intangible personal property and real property;

(i) to permanently or temporarily close access to any portion of the Common Property with, except in emergency situations, thirty (30) days prior notice to all Members. However, except for seasonal closing of the pool, the Members may re-open the closed Common Property by a majority vote of the total Association vote, cast at a duly called special or annual meeting;

(j) to enter into Member Lots, except the Dwelling thereon, to enforce the terms of this Declaration. Except in an emergency situation, entry shall be only during reasonable hours and after reasonable notice to the Owner or Occupant of the Lot. No Person exercising the rights granted in this subparagraph shall be liable for trespass, damages, or in any other manner by virtue of exercising such rights, and failure to exercise any such rights or to exercise such rights in a timely manner shall not create liability to any such Person, it being agreed that no such duty exists.

8. ASSESSMENTS.

(a) General. The Association shall have the power to levy assessments or dues against all Members and Voluntary Users as provided herein and in the By-Laws. The assessments for Common Expenses provided for herein shall be used for the general purposes of maintaining, repairing, replacing, insuring, managing, operating and, in the Board's discretion, improving the Common Property, enforcing this Declaration, paying for utility services serving the Common Property, maintaining a reserve fund for future Common Property maintenance, repairs or improvements, and promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Members and Occupants of Member Lots in the Property, as may be more specifically authorized from time to time by the Board. Except as otherwise provided herein, each Member Lot is hereby allocated equal liability for Common Expenses with each Member Lot.

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

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

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include acceleration of any unpaid portion of any annual or special assessment for delinquent Members upon sending thirty days written notice to the Member.

The lien provided for herein shall have priority as set forth in the Act. The sale or transfer of any Member Lot pursuant to foreclosure of a first Mortgage shall extinguish the lien for assessments as to payments coming due prior to such sale or transfer. No sale or transfer shall relieve such Member Lot from liability for any assessments thereafter coming due or from the lien thereof.

(c) Delinquent Assessments as to all Members and Voluntary Users. All assessments and related charges not paid on or before the due date established by the Board shall be delinquent, and the Member (or Voluntary User) shall be in default.

(i) If the annual assessments or any part or installment thereof is not paid in full within thirty (30) days of the due date, a late charge equal to the greater of Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the amount not paid may be imposed without further notice or warning to the delinquent Member (or Voluntary User), and interest at the highest rate permitted under the Act (or the highest rate otherwise permitted under Georgia law for Voluntary Users) shall accrue from the due date.

(ii) The Association, acting through the Board, may suspend the Member's (or Voluntary User's) right to use the Common Property if amounts remain unpaid for more than thirty (30) days, and institute suit to collect all amounts due pursuant to the provisions of the Declaration, the By-Laws, and the Act, if the amounts remain unpaid for more than sixty (60) days. As to Voluntary Users, if amounts are unpaid, the Association may additionally revoke and/or suspend all such Person's privileges of use upon sending written notice.

(iii) If part payment of assessments and related charges is made, the amount received shall be applied first to costs and attorneys fees, as applicable, and then, in order, to late charges, interest, delinquent assessments, and current assessments. Late charges may be assessed on delinquencies which are created by the application of current payments to outstanding delinquent assessments or charges.

(iv) No Member or Voluntary User may exempt himself or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever.

(d) Maximum Assessments; Computation of Operating Budget and Assessment.

(i) Initial Year Assessments.

1. Member Assessment. The annual assessment for Members during fiscal year 2001 shall be Three hundred twenty-five Dollars (\$325.00) and no further vote shall be required as to such assessment.

2. Voluntary User Assessment. If the Board opts to allow Voluntary Users, then the Board also shall establish the annual assessment (dues) chargeable to Voluntary Users in compliance with Paragraph 5(b). Each Voluntary User shall be personally liable for all annual dues, as well as for any Common Expenses occasioned by the conduct of such User or such User's guests, tenants or invitees.

(ii) Subsequent Years Budgets and Assessments for Members.

Prior to the beginning of each fiscal year, the Board shall prepare a budget covering the estimated costs of operating the Property during the coming year, and the Board shall establish the annual assessment or installments for Members for the coming year. The Board shall cause the budget and notice of the assessment(s) to be delivered to each Member at least twenty (21) days prior to the Association's annual meeting. The budget and the assessment shall become effective unless disapproved at a duly called Association annual meeting by a vote of a majority of the total Association membership provided, however, if a quorum is not obtained at the annual meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at this meeting. If the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then, until a budget is determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. However, the Board may propose a new or adjusted budget at any time during the year by causing the proposed budget and assessment to be delivered to the members at least thirty (30) days prior to the proposed effective date thereof. Unless a special meeting is requested by the members, as provided in the Bylaws for special meetings, the new or adjusted budget and assessment shall take effect without a meeting of the members. The budget shall not operate as a limitation on expenditures by the Board, but, rather, the budget is merely an estimate of Common Expenses on which the Board may base the annual assessments.

(e) Special Assessments. Notwithstanding anything in Paragraph 8 to the contrary, in addition to the annual assessment provided for above, the Board may at any time levy a special assessment for any purpose against the Members, notice of which shall be sent to such Members; provided, however, prior to becoming effective, any special assessment first shall be approved by the affirmative vote of at least two-thirds (2/3) of eligible Members present or represented by proxy at a duly called meeting, notice of which shall specify that purpose, and/or by ballot and/or consent specifying that purpose.

(f) Capital Budget and Reserve Contribution.

The Board may prepare an annual or multi-year capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by equal annual assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within the budget and assessment as provided in subparagraph (d)(ii) above.

(g) Statement of Account. Any Member, Mortgage Holder, or a Person having executed a contract for the purchase of a Member Lot, or a lender considering a loan to be secured by a Member Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a Member Lot. The Association shall respond in writing within five (5) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding Ten and No/100 Dollars (\$10.00), or such higher amount as authorized by the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Member Lot as of the date specified therein. The Association may require an additional fee not to exceed twenty five (\$25.00) dollars if the Association provides a copy of the Declaration and Bylaws to any such Person in connection with a closing or otherwise upon request.

(h) Initiation Fee. Subsequent to the recording of this Declaration as to Lots which are not submitted to the terms of this Declaration as Members at the time of initial recording, in order to become a Member, the Owner of any Lot shall pay a non-refundable initiation fee of Two Thousand and No/100 Dollars (\$2,000.00), plus the total amount of all dues (without interest) which would have been assessed against such Lot from the Effective Date of this Declaration until the time the Lot is submitted to the terms hereof.

Five (5) years after the Effective Date, the Board shall have the right, but not the obligation, to increase the initiation fee or to offer discounted initiation fees, the amounts, times and terms of which offers shall be determined by the Board, in its discretion.

Notwithstanding anything to the contrary contained in the foregoing, any person who purchases a Member Lot in Tremont Subdivision subsequent to the date hereof, shall pay to the Association a one-time non-refundable initiation fee of \$200.00 or such other amount as may be determined in the sole discretion of the Board.

(i) Surplus Funds and Common Profits. Common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of Common Expenses shall, at the Board's option, either be distributed equally to the Owners or credited to the next assessment chargeable to the Owners, or added to the Association's reserve account.

9. INSURANCE.

(a) The Association's Board or its duly authorized agent shall have the authority to and, if reasonably available, shall obtain insurance for all insurable improvements on the Common Property. This insurance shall include fire and extended coverage, including coverage for vandalism and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

(b) The Board shall obtain a public liability policy applicable to the Common Property covering the Association and its Members for all damage or injury caused by the negligence of

the Association or any of its Members or agents in their capacities as such, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million Dollars (\$1,000,000.00).

(c) Premiums for all insurance obtained by the Association shall be a Common Expense of the Association. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

(d) All such insurance coverage obtained by the Board shall be written in the name of the Association, as trustee, for the benefit of the Association and its members.

(e) The Board, in its reasonable discretion, also may maintain as a Common Expense a fidelity bond or similar coverage on directors, officers, employees or other Persons handling or responsible for the Association's funds, in an amount determined in the Board's business judgment.

10. REPAIR AND RECONSTRUCTION.

In the event of damage to or destruction of all or any part of the Common Property as a result of fire or other casualty, unless eighty percent (80%) of the Members vote not to proceed with the reconstruction and repair of the structure, the Board or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to the Common Property, the Board shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures thereon to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary.

(b) Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board, or if at any time during the reconstruction and repair or upon completion of reconstruction, and repair the funds for the payment of the costs thereof are insufficient, a special assessment shall be made against all of the Members. Any insufficiency shall be assessed pro-rata between all applicable Members without the necessity of a vote of the Members or compliance with Paragraph 8 above; provided, after repair and reconstruction is completed there is a surplus of funds, such funds shall be common funds of the Association to be used as directed by the Board.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Common Property was originally constructed, except where changes are necessary to comply with current applicable building codes.

(d) Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against Members on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Paragraph to be disbursed by the Association in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Board.

11. ENFORCEMENT.

(a) Authority and Enforcement. The Property shall be used only for those uses and purposes set out in this Declaration. The Board of Directors shall have the authority to make, modify, repeal and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of the Common Property. Copies of all such rules and regulations shall be furnished to all Members, Voluntary Users and Occupants of Member Lots. Any rule or regulation may be repealed by the affirmative vote or written consent of a Majority of the total Association vote at an annual or special meeting of the membership.

Every Member and Occupant, shall comply with the Declaration, Bylaws and rules and regulations of the Association, and any lack of compliance shall entitle the Association and, in an appropriate case, one or more aggrieved Member Lot Owners, to take action to enforce the terms of the Declaration, Bylaws or rules and regulations through any legal or equitable remedy.

The Board shall have the power to impose reasonable fines against Members, which shall, as to a Member, constitute a lien upon the Member Lot, and to suspend any Member's right to vote or to use the Common Property for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Lot. If any Occupant violates the Declaration, Bylaws or Association rules and a fine is imposed, the fine may be imposed against the Member and/or Occupant. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

(b) Fining and Suspension Procedure. The Board shall not impose a fine or suspend the right to vote or to use the Common Property, unless and until the Association has sent or delivered written notice to the violator as provided in subsection (i) below. However, compliance with this subsection (b) shall not be required for the following: (i) late charges on delinquent assessments, or (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.

(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) being imposed and advising the violator of the right to request a hearing before the Board to contest the violation or fine(s) or to request reconsideration of the fine(s). Fines 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). 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.

(c) Additional Enforcement Rights. In addition to any other rights set forth herein, the Association, acting through 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 which are parked on the Common Property in violation of parking rules and regulations) 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 11(b) hereof. In any such action, to the maximum extent possible, the Member or Occupant of the Member Lot responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

The Association or its duly authorized agent shall have the power to enter upon any portion of the Common Property or a Member Lot 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. All costs of self-help or of otherwise enforcing the Declaration, Bylaws or Association rules, including reasonable attorney's fees, shall be assessed against the violating Member.

Each Member and Voluntary User shall be responsible for ensuring that their family, guests, tenants and occupants comply with all provisions of this Declaration, the By-Laws and the rules and regulations of the Association. In addition to any rights the Association may have against the Member's or Voluntary User's family, guests, tenants or occupants, the Association may take action under this Declaration against the Member or Voluntary User as if they committed the violation in conjunction with their family, guests, tenants or occupants.

12. ARCHITECTURAL CONTROLS.

(a) Except as otherwise provided herein, no Member, Occupant, or any other person may, without first obtaining written approval of the Architectural Control Committee ("ACC"),:

- (i) make any encroachment onto the Common Property,
- (ii) construct any Dwelling or other improvement on a Member Lot,

(iii) make any exterior change, alteration or construction on a Member Lot (including changing exterior colors, regrading or significant landscaping modifications), or any alteration of the Member Lot which affects the exterior appearance of the Member Lot, or

(iv) erect, place or post any object, sign, clothesline, playground equipment, light, storm door or window, artificial vegetation, exterior sculpture, fountains, flags or other thing on the exterior of the Member Lot, on the Dwelling on the Member Lot, in any windows of the Dwelling other than appropriate window treatments, or on any Common Property.

The standard for approval of such improvements shall include, but not be limited to: (1) aesthetic consideration, (2) materials to be used, (3) compliance with the Community-Wide Standard, this Declaration, or the design standards which may be adopted by the Board or ACC, (4) harmony with the external design of the existing buildings, Lots and structures, and the location in relation to surrounding structures and topography, and (5) any other matter deemed to be relevant or appropriate by the Board or ACC.

Applications for approval of any such architectural modification shall be in writing and shall provide such information as the ACC may reasonably require. The ACC or its designated representative shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations, and the Association, acting through the Board, shall be entitled to stop any construction which is not in conformance with approved plans. The Board or the ACC may publish written architectural standards for exterior and Common Property alterations or additions, and any request in substantial compliance therewith shall be approved provided, however, each such requested change shall be in harmony with the external design of the existing buildings and Lots and the location in relation to surrounding structures and topography of the vicinity.

The ACC or the Board, subject to this subparagraph (a), may allow such encroachments on the Common Property as it deems acceptable.

If the ACC or its designated representative fails to approve or to disapprove such application within forty-five (45) days after the application and such information as the ACC may reasonably require shall have been submitted, its approval will not be required and this subparagraph will be deemed complied with, unless such structure or improvement otherwise is in violation of the Declaration, the Bylaws, the design standards, the Association's rules and regulations, or applicable zoning ordinances.

(b) Architectural Control Committee. The Architectural Control Committee shall constitute a standing committee of the Association. The ACC shall consist of the Board unless the Board delegates to other Persons the authority to serve on the ACC. At all times, however, the chairperson of the ACC shall be a Board member. The ACC shall have the authority to select and employ professional consultants to assist it in discharging its duties, the cost of such consultants to be paid by the Owner of any Member Lot for which plans and specifications have been submitted for approval. The Owner of any such Member Lot shall be responsible for paying the full costs of each review, whether or not submitted plans and specifications are approved by the ACC, and the ACC may require payment of all such costs prior to approval of

plans and specifications. The ACC also may charge reasonable fees to cover the cost of review or inspections performed hereunder, and any such fees shall be published in the design standards.

(c) Limitation of Liability. Review and approval of any application pursuant to this Paragraph may be made on any basis, including solely the basis of aesthetic considerations, and neither the Board nor the ACC shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. Neither the Association, the Board, the ACC, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner, design or quality of approved construction on or modifications to any Lot, nor may any action be brought against the Association, the Board, the ACC, or any member thereof, for any such injury, damage or loss.

(d) No Waiver of Future Approvals. Each Member acknowledges that the members of the Board and the ACC will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. The approval of either the Board or the ACC of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval of the Board or the ACC, shall not constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

(e) Enforcement. Any construction, alteration or other work done in violation of this Paragraph, the Declaration, the Bylaws, the design standards or any applicable zoning regulations shall be deemed to be nonconforming. Upon written request from the Board, a violating Member shall, at his or her own cost and expense, remove such nonconforming construction, alteration or other work and restore the property to substantially the same condition as existed prior to such construction, alteration or work. Should the Member fail to do so, the Board or its designees shall have the right, in addition to all other available remedies, to enter the Member Lot, remove the violation and restore the property, or obtain a court order compelling the violating Member to do so. All costs thereof, including reasonable attorney's fees, may be assessed against such Member Lot.

In addition to the above, the Board shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Paragraph and its decisions or those of the ACC. All costs of any such action, including reasonable attorney's fees, may be assessed against such Member Lot.

If any Member or Occupant makes any exterior change, alteration, or construction (including landscaping) upon the Common Property in violation of this Paragraph, he or she does so at his or her sole risk and expense. The Board may require that the change, alteration or construction remains on the Common Property without reimbursement to the Owner or Occupant for any expense he or she may have incurred in making the change, alteration or construction. Furthermore, the Board shall have the authority to record in the Cobb County land records notices of violation of the provisions of this Paragraph.

(f) Commencement and Completion of Construction. All improvements approved by the ACC hereunder must be commenced within one year from the date of approval. If not commenced within such time, then such approval shall be deemed revoked by the ACC, unless the ACC gives a written extension for commencing the work. Additionally, except with written ACC approval otherwise, and except for delays caused by strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the control of the Member, all work approved by the ACC hereunder shall be completed within 90 days of commencement.

13. ADDITIONAL USE RESTRICTIONS.

Each Member shall be responsible for ensuring that the Member's family, guests, tenants and Occupants comply with all provisions of this Declaration, the Bylaws and the rules and regulations of the Association. Furthermore, each Member and Occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Member's family, guests, tenants or Occupants, the Association may take action under this Declaration against the Member as if the Member committed the violation in conjunction with the Member's family, guests, tenants or Occupants.

Use restrictions regarding use of Member Lots and the Common Property are as follows and also as may be adopted by the Board in accordance with the terms hereof and as specified in the Bylaws.

(a) Use of Member Lots.

(i) Residential Use.

Each Member Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Member Lot or any part of the Property, including business uses ancillary to a primary residential use, except that the Member or Occupant residing in a dwelling on a Member Lot may conduct such ancillary business activities within that dwelling so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the dwelling; (b) the business activity does not involve visitation of the Member Lot by employees, clients, customers, suppliers or other business invitees; provided, however, this provision shall not preclude delivery of materials or items by United States Postal delivery or by other customary parcel delivery services (U.P.S., Federal Express, etc.); (c) the business activity conforms to all zoning requirements for the Property; (d) the business activity does not increase traffic in the Property; (e) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; and (f) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the Board's sole discretion (g) the business activity does not result in a materially greater use of common area facilities or Association services.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any

occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the use of a Member Lot by an on-site management company operating on behalf of the Association shall not be considered a trade or business within the meaning of this subparagraph.

No part of the Property may be used as a location for a boarding house, a rooming house, a hospital, church, kindergarten, sanitarium, infirmary, cemetery, public garage or filling station, professional or business office, nor shall any apartment, duplex or store building be erected or placed thereon.

(ii) Number of Occupants. The maximum number of occupants in a dwelling on a Member Lot shall be limited to two (2) people per bedroom in the dwelling. "Occupancy," for purposes hereof, shall be defined as staying overnight in a dwelling for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year. This occupancy restriction shall not apply to require the removal of any person lawfully occupying a dwelling on the Effective Date hereof. Upon written application, the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

If an Owner of a Member Lot is a corporation, partnership, trust or other legal entity not being a natural person, the entity shall designate in writing to the Board the name(s) of the person(s) who will occupy the dwelling on the Member Lot. The designated person(s) to occupy the dwelling may not be changed more frequently than once every six (6) months.

(b) Subdivision of Member Lots. The layout of the lots as shown on the Plats shall be adhered to, and no Lot or Lots may be subdivided. However, more than one lot may be used for the erection or placement of one residential structure. No additional streets, roadways, or driveways, either public or private, shall be opened through any Lot.

(c) Buildings and Structures.

(i) Building Size. No structures shall be erected, placed, altered or permitted to remain on any Lot other than one single-family dwelling not to exceed two stories in height, exclusive of basement, one detached structure not to exceed two stories in height for use as a private garage for not more than three cars and a servant's quarters, and other outbuildings incidental to residential use of the Lot. Each Dwelling erected on any Member Lot shall contain no less than 1700 square feet of heated and finished living area, and each such residential building shall have a double stall garage. No old, completed, or used houses may be moved onto any lot.

(ii) Temporary Structures. No structure of a temporary character, trailer, tent, shack, carport, garage, shop, barn or other outbuilding shall be erected or used by any Member or Occupant on any portion of the Property, at any time, either temporarily or permanently, except with written Board approval. No Structure, other than the primary Dwelling on a Lot, shall be used as a residence, either temporarily or permanently.

(d) Fences. No fence shall be installed or maintained in front of any Dwelling. Chain link fences shall only be installed or maintained behind the Dwelling on a Lot, and only if the chain link fence is not visible from any street. Any fencing visible from any street shall be made of wood. In addition to the restrictions in this subparagraph, no fence may be installed on any Lot without approval pursuant to Paragraph 12.

(e) Use of Common Property. There shall be no obstruction of the Common Property, nor shall anything be kept, parked or stored on any part of the Common Property without prior written Board consent, except as specifically provided herein.

With prior written Board approval, and subject to any restrictions imposed by the Board, a Member or Members may reserve portions of the Common Property for use for a period of time as set by the Board. Any such Member or Members who reserve a portion of the Common Property hereunder shall assume, on behalf of himself/herself/themselves and his/her/their guests, Occupants and family, all risks associated with the use of the Common Property and all liability for any damage or injury to any person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees.

(f) Prohibition of Damage, Nuisance and Noise. Without prior written Board consent, nothing shall be done or kept on the Property which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Common Expenses.

Noxious, destructive or offensive activity shall not be carried on upon the Property. Each Member shall refrain from any act or use of his or her Member Lot which could reasonably cause embarrassment, discomfort, nuisance or annoyance to other Members or Occupants. No Member or Occupant of a Member Lot may use or allow the use of the Member Lot or any portion of the Property in any way or for any purpose which may endanger the health or unreasonably annoy or disturb other Members or Occupants of a portion of the Property, or in such a way as to constitute, in the Board's sole opinion, a nuisance. Nothing herein, however, shall be construed to affect the rights of an aggrieved Member to proceed individually for relief from interference with his or her property or personal rights. No Member or Occupant of a Member Lot may use or allow the use of the Member Lot or the Common Property in any manner which creates disturbing noises between the hours of 11:00 p.m. and 7:30 a.m. that will, in the Board's sole discretion, unreasonably interfere with the rights, comfort or convenience of the other Members or Occupants.

No Member shall do any work which, in the Board's reasonable opinion, would jeopardize the soundness or safety of the Property or any structure created thereon, would reduce the value thereof, or would impair any easement or hereditaments thereto, without prior written consent of all Association members and their Mortgagees. No damage to or waste of the Common Property, or any part thereof, or of the exterior of any building constructed upon any Member Lot shall be permitted by any Member or member of his or her family or any invitee of any Member. Each Member shall indemnify and hold the Association and the other Members harmless against all loss to the Association or other Members resulting from any such damage or

waste caused by such Member, members of his or her family, guests, invitees, or Occupants of his or her Member Lot.

(g) Firearms. The display or discharge of firearms on the Common Property is prohibited; provided, however, that the display of lawful firearms on the Common Property is permitted by law enforcement officers. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

(h) Fireworks. The display or discharge of fireworks on the Common Property is prohibited except in accordance with prior, written approval from the Board. The term "fireworks" shall include those items as listed in O.C.G.A. Section 25-10-1.

(i) Pets.

No Member or Occupant may keep any pets other than a reasonable number of generally recognized household pets on any portion of the Property, as determined in the Board's discretion. No horses, cows, chickens, sheep or goats shall be raised, bred or kept on any lot.

No Member or Occupant may keep, breed or maintain any pet for any commercial purpose. All pets must be kept on a leash and be under the physical control of a responsible person at all times while outdoors in unfenced areas. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Property without prior written Board approval as provided in Paragraph 12 hereof. Feces left by pets upon the Common Property, on any Member 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.

Any pet which endangers the health of any Owner or Occupant of any Member Lot or which creates a nuisance or unreasonable disturbance, as may be determined in the Board's sole discretion, must be permanently removed from the Property upon seven (7) days' written notice by the Board. If the Member or Occupant fails to comply with such notice, the Board may remove the pet and/or obtain a court order requiring the Member or Occupant to do so. Any pet which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any member of the community may be removed by the Board without prior notice to the pet's owner.

(j) Parking.

No Member or Occupant may keep or bring onto the Property more than a reasonable number of vehicles per Member Lot at any time, as determined by the Board; provided, however, the Board may adopt reasonable rules limiting the number of vehicles which may be parked at the Property. Without prior written Board consent, no vehicles may be parked overnight on the Common Property, except in spaces designated as parking spaces by the Board.

Disabled and stored vehicles are prohibited from being parked on the Property, except in garages. For purposes of this subparagraph, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored"

if it remains on the Property, other than in a garage, for fourteen (14) consecutive days or longer without prior written Board permission.

Boats, trailers, buses, trucks with a load capacity of one (1) ton or more and vans (excluding mini-vans and sport utility vehicles used as passenger vehicles), recreational vehicles (RV's and motor homes), vehicles used primarily for commercial purposes and containing visible evidence of commercial use (such as tool boxes, tool racks, business decals or signs, or other visible business evidence), and vehicles with commercial writings on their exteriors are also prohibited from being parked on a Member Lot or on the Property, except: (1) in garages or as otherwise approved by the Board, or (2), in the case of service vehicles, on a temporary basis during daytime business hours or during emergencies for the purpose of serving a Member Lot.

If any vehicle is parked on any portion of the Property in violation of this subparagraph or in violation of the Association's rules and regulations, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of a person to contact regarding the alleged violation. A notice also shall be conspicuously placed at the Property stating the name and telephone number of the person or entity which will do the towing and/or booting hereunder. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed or booted in accordance with the notice, without further notice to the vehicle's owner or user.

If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or Occupant's Lot or dwelling, is obstructing the flow of traffic, is parked on any grassy area, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately. If a vehicle is towed or booted in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing or booting activity. The Association's right to tow or boot is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

(k) Abandoned Personal Property. Personal property, other than an automobile as provided for in subparagraph (j) of this Paragraph, is prohibited from being stored, kept, or allowed to remain for a period of more than twenty-four (24) hours upon any portion of the Common Property without prior written Board permission. If the Board determines that a violation exists, then, not less than two (2) days after written notice is placed on the personal property and/or on the front door of the property owner's dwelling, if known, the Board may remove and either discard or store the personal property in a location which the Board may determine. The notice shall include the name and telephone number of the person or entity which will remove the property and the name and telephone number of a person to contact regarding the alleged violation.

The Board, in its discretion, may determine that an emergency situation exists and may exercise its removal rights hereunder without prior notice to the property owner; provided, however, in such case, the Board shall give the property owner, if known, notice of the removal

of the property and the location of the property within three (3) days after the property is removed.

Neither the Association nor any officer or agent thereof shall be liable to any person for any claim of damage resulting from the removal activity in accordance herewith. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder.

(l) Signs. Except as may be required by legal proceedings, no signs, advertising posters or billboards of any kind shall be erected, placed, or permitted to remain on the Property without the prior written consent of the Board or its designee, except that two (2) professional security signs not to exceed six (6") inches by six (6") inches each in size may be displayed from within a dwelling on a Member Lot and one (1) professionally lettered "For Rent" or "For Sale" sign not to exceed two (2') feet by two (2') feet in size may be displayed from within a dwelling on a Member Lot being offered for sale or for lease. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association. The Board also shall have the authority to adopt regulations permitting temporary signs on Member Lots announcing open houses, births, birthdays or other events for limited periods of time.

(m) Rubbish, Trash, and Garbage. All rubbish, trash, and garbage shall be regularly removed from the Member Lot and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Property, temporarily or otherwise, except as provided herein. Rubbish, trash, and garbage shall be disposed of in appropriate sealed bags and placed in proper receptacles for collection. The Board may establish regulations regarding placement of trash cans for pick-up.

(n) Impairment of Dwellings and Easements. A Member shall do no act nor any work that will impair the structural soundness or integrity of another dwelling or impair any easement or hereditaments, nor do any act nor allow any condition to exist which will adversely affect the other Member Lots or their Owners or Occupants.

(o) Unsightly or Unkempt Conditions.

The pursuit of hobbies or other activities, including, but not limited to the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property, except within a dwelling. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the dwelling. No outside clothes line or drying apparatus may be erected, maintained or used on any lot. Only appropriate outdoor items, such as neatly stacked firewood, patio furniture, grills, and similar items may be kept outside of a dwelling.

(p) Garage Sales. No garage sale, carport sale, yard sale, flea market, or similar activity shall be conducted in any portion of the Property without prior written Board consent. If so permitted, any such activities shall be subject to all reasonable conditions that the Board may impose.

(q) Air conditioning units. No window air conditioning units shall be visible from any street. Outside air conditioning units must be screened by shrubbery or wooden fencing.

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

14. LEASING.

In order to preserve the character of Tremont Subdivision as predominantly owner-occupied, and to comply with the eligibility requirements for financing in the secondary mortgage market, leasing of Member Lots shall be governed by the restrictions imposed by this Paragraph. Except as provided herein, the leasing of Member Lots shall be prohibited.

(a) General. Member Lot Owners desiring to lease their Member Lots may do so only if they have applied for and received from the Board of Directors either a "leasing permit" or a "hardship leasing permit." Such a permit, upon its issuance, will allow a Member Lot Owner to lease his or her Member Lot provided that such leasing is in strict accordance with the terms of the permit and this Paragraph. The Board of Directors shall have the authority to establish conditions as to the duration and use of such permits consistent with this Paragraph. All leasing permits and hardship leasing permits shall be valid only as to a specific Lot Owner and Lot and shall not be transferable between either Lots or Lot Owners (including a subsequent Owner of a Lot where a permit was issued to the Owner's predecessor in title).

(b) Leasing Permits. A Member Lot Owner's request for a leasing permit shall be approved if current, outstanding leasing permits have not been issued for more than twenty-five percent (25%) of the total Member Lots. A leasing permit shall be automatically revoked upon the happening of any of the following events: (1) the sale or transfer of the Member Lot to a third party (excluding sales or transfers to (a) a Member Lot Owner's spouse, (b) a person cohabitating with the Member Lot Owner, and (c) a corporation, partnership, company, or legal entity in which the Member Lot Owner is a principal); (2) the failure of an Owner to lease his or her Member Lot within ninety (90) days of the leasing permit having been issued; or (3) the failure of an Owner to have his or her Member Lot leased for any consecutive ninety (90) day period thereafter. If current leasing permits have been issued for more than twenty-five percent (25%) of the total Member Lots, no additional leasing permits shall be issued (except for hardship leasing permits) until the number of outstanding current leasing permits falls below

twenty-five percent (25%) of the total Member Lots. Member Lot Owners who have been denied a leasing permit shall automatically be placed on a waiting list for a leasing permit and shall be issued the same if they so desire when the number of current outstanding leasing permits issued falls to twenty-five percent (25%) or less of the total Member Lots. The issuance of a hardship leasing permit to a Member Lot Owner shall not cause the Member Lot Owner to be removed from the waiting list for a leasing permit.

(c) Hardship Leasing Permits. If the failure to lease will result in a hardship, the Member Lot Owner may seek to lease on a hardship basis by applying to the Board of Directors for a hardship leasing permit. The Board of Directors shall have the authority to issue or deny requests for hardship leasing permits in its discretion after considering the following factors: (1) the nature, degree, and likely duration of the hardship, (2) the harm, if any, which will result to Tremont subdivision, the Association or its Members, if the permit is approved, (3) the number of hardship leasing permits which have been issued to other Member Lot Owners, (4) the Member Lot Owner's ability to cure the hardship, and (5) whether previous hardship leasing permits have been issued to the Member Lot Owner. A "hardship" as described herein shall include, but not be limited to the following situations: (1) an Owner must relocate his or her residence outside the Atlanta metropolitan area and cannot, within six (6) months from the date that the Member Lot was placed on the market, sell the Member Lot except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) where the Owner dies and the Member Lot is being administered by his or her estate; and (3) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Member Lot. Hardship leasing permits shall be valid for a term not to exceed one (1) year. Member Lot Owners may apply for additional hardship leasing permits. Hardship leasing permits shall be automatically revoked if during the term of the permit, the Owner is approved for and receives a leasing permit.

(d) Leasing Provisions. Leasing which is authorized, pursuant to permit, hereunder shall be governed by the following provisions:

(i) Notice. At least seven (7) days prior to entering into the lease of a Member Lot, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of said lease. In the event a lease is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease in compliance with the Declaration and any rules and regulations adopted pursuant thereto.

(ii) General. Member Lots may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board may maintain and, upon request, provide a form which is deemed acceptable. There shall be no subleasing of Member Lots or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within ten (10) days after executing a lease agreement for the lease of a Member Lot, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Member Lot. The Member Lot Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a

proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease.

(iii) Liability for Assessments, Use of Common Elements, and Compliance with Declaration, Bylaws, and Rules and Regulations. Each Member Lot Owner covenants and agrees that any lease of a Member Lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Member Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(A) Compliance with Declaration, Bylaws, and Rules and Regulations. The lessee shall comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Member Lot in order to ensure such compliance. The Owner shall cause all Occupants of his or her Member Lot to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Member Lot are fully liable and may be sanctioned for any such violation. If the lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with Paragraph 11. If the fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Member Lot.

Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by the lessee, any Occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Member Lot Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. If the Association proceeds to evict the lessee, any costs, including reasonable attorney's fees actually incurred and court costs, associated with the eviction shall be an assessment and lien against the Member Lot.

(B) Use of Common Elements. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements, including but not limited to, the use of any and all recreational facilities and other amenities.

(C) Liability for Assessments. When an Owner who is leasing his or her Member Lot fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments

and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were a Member Lot Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

(e) Applicability of this Paragraph. Leases existing on the date which this Declaration is recorded in the Cobb County, Georgia, records shall not be subject to the terms of this Paragraph. However, any assignment, extension, renewal, or modification of any lease agreement, including, but not limited to, changes in the terms or duration of occupancy, shall be considered a termination of the old lease and commencement of a new lease which must comply with this Paragraph. Any Owner of a Member Lot which is leased on the effective date of this Declaration shall place on file with the Board of Directors a copy of the lease agreement in effect within thirty (30) days of the date on which this Declaration is recorded in the Cobb County, Georgia, records.

This Paragraph 14 shall not apply to any leasing transaction entered into by the holder of any first Mortgage on a Member Lot who becomes the Owner of a Member Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage.

15. SALE OF MEMBER LOTS.

A Member intending to make a transfer or sale of a Member Lot or any interest in a Lot shall give the Board written notice of such intention within seven (7) days after execution of the transfer or sales documents. The Member shall furnish the Board, as part of the notice, the name and address of the intended grantee and such other information as the Board may reasonably require. This Paragraph shall not be construed to create a right of first refusal in the Association or in any third party.

Within seven (7) days after receiving title to a Member Lot, the purchaser of the Member Lot shall give the Board written notice of his or her ownership of the Member Lot. Upon failure of an owner to give the required notice within the seven (7) day time period provided herein, the Board may levy fines against the Lot and Owner thereof, and assess the Owner for all costs incurred by the Association in determining his or her identity.

16. MAINTENANCE.

(a) Association's Responsibility. The Association shall maintain, keep in good repair and, in the Board's discretion, improve or alter the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping grass areas, paving and other improvements situated on the Common

Property. The Association shall also have the right, but not the obligation, to maintain other property not owned by the Association where the Board has determined that such maintenance would benefit all Owners.

(b) Owner's Responsibility. Each Member shall maintain and keep his or her Lot and Dwelling in good repair, condition and order. In addition, each Member shall maintain any public right of way located between the Member's Lot and the curb of the street(s) bordering such Lot. Such maintenance shall be performed consistent with this Declaration and the Community Wide Standard established pursuant hereto. Each Member shall perform his or her responsibility hereunder in such manner so as not to unreasonably disturb other Lot Owners.

(c) Failure to Maintain. If the Board determines that any Member has failed or refused to discharge properly his or her obligation with regard to the maintenance, repair, or replacement of items of which he or she is responsible hereunder, then, the Association shall give the Member written notice of the Member's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Member's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board.

The Member shall have ten (10) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days. If the Board determines that a Member has not complied with the demand given by the Association as herein provided, then the Association may provide any such maintenance, repair, or replacement at the Member's sole cost and expense, and such costs shall be an assessment and lien against the Member and the Lot. If, during the course of performing its maintenance responsibilities hereunder, the Association discovers that maintenance, repair or replacement is required of an item which is the Member's responsibility, and such maintenance, repair or replacement must be performed for the Association to properly complete its maintenance project, then the Association may perform such work on behalf of the Member and at the Member's expense, without prior notice to the Owner, such being deemed an emergency situation hereunder.

If the Board determines that the need for maintenance or repair is in the Area of Common Responsibility and is caused through the willful or negligent act of any Member or Occupant or their family, guests, lessees, or invitees, then the Association may assess the cost of any such maintenance, repair, or replacement against the Member's or Occupant's Lot, which shall become a lien against the Lot and shall be collected as provided herein for the collection of assessments.

(d) Maintenance Standards and Interpretation. The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary from one term of the Board to another term of the Board. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this Paragraph. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board.

17. MORTGAGEE'S RIGHTS.

(a) Mortgagee Approval of Actions. Unless at least two-thirds (2/3) of the first Mortgagees or Owners of Member Lots give their consent, the Association shall not:

(i) by act or omission seek to abandon or terminate the Property or the Association;

(ii) change the pro rata interest or obligations of any individual Lot for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards;

(iii) partition or subdivide any Lot;

(iv) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Property (the granting of utility easements or rights-of-way for public purposes and the granting other easements for the benefit of the Association shall not be deemed a transfer within the meaning of this clause); or

(v) use hazard insurance proceeds for losses to the Common Property for other than the repair, replacement, or reconstruction of the Common Property.

The provisions of this subparagraph shall not be construed to reduce the percentage vote that must be obtained from Mortgagees or Owners of Member Lots where a larger percentage vote is otherwise required by the Association Legal Instruments for any of the actions contained in this Paragraph.

(b) Mortgagee Assessments Upon Foreclosure of Member Lot. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Member Lot obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Member Lot which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Member Lots, including such acquirer, its successors and assigns. Additionally, such acquirer shall be responsible for all charges accruing subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passed.

(c) Mortgage Notices. Upon written request to the Association, identifying the name and address of the holder and the Member Lot number or address, any Eligible Mortgage Holder will be entitled to timely written notice of:

(i) any condemnation loss or any casualty loss which affects a material portion of the Common Property;

(ii) any delinquency in the payment of assessments or charges owed by an Owner of a Member Lot subject to a first Mortgage held by such Eligible Mortgage Holder

which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Member Lot Owner of any other obligation under the Association Legal Instruments which is not cured within sixty (60) days;

(iii) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or

(iv) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders, as specified herein.

(d) Financial Statements. Any holder of a first Mortgage shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting.

(e) Mortgagee Exceptions. Notwithstanding anything to the contrary herein contained, the provisions of Paragraphs 14 and 15 governing sales and leases shall not apply to impair the right of any first Mortgagee to: (i) foreclose or take title to a Lot pursuant to remedies contained in its Mortgage; (ii) take a deed or assignment in lieu of foreclosure; or (iii) sell, lease, or otherwise dispose of a Lot acquired by the Mortgagee.

18. GENERAL PROVISIONS.

(a) Dispute Resolution. Any Member, Voluntary User or Occupant must give written notice to the Board requesting a hearing with the Board and attend such hearing to discuss amicable resolution of any dispute before that Member, Voluntary User, or Occupant files any lawsuit against the Association, the Board, any officer or director, or the property manager of the Association. The Member, Voluntary User, or Occupant shall, in such notice and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Member's, Voluntary User's, or Occupant's grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the person requesting the hearing. The Board shall schedule this hearing for a date not less than seven (7) nor more than twenty-one (21) days from the date of receipt of the notice of hearing from the person requesting the hearing.

(b) No Discrimination. No action shall be taken by the Association or the Board of Directors which would unlawfully discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status or handicap.

(c) Indemnification. The Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or

otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

(d) Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

(e) Security. The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety on the Property; however, each Owner, for himself or herself and his or her tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security on the Property. It shall be the responsibility of each Owner to protect his or her person and property and all responsibility to provide security shall lie solely with each Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

19. EMINENT DOMAIN.

Whenever all or any part of the Common Property shall be taken or conveyed in lieu of or under threat of condemnation by any authority having power of condemnation or eminent domain, each Member shall be entitled to notice thereof. If the taking involves a portion of the Common Property on which improvements have been constructed, then, unless within sixty (60) days after such taking at least seventy-five (75%) percent of the Members shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Property to the extent lands are available therefor. The provisions of Paragraph 10, above, applicable to Common Property improvements damage, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

20. AMENDMENTS.

Except where a higher vote is required for action under any other provisions of this Declaration, in which case such higher vote shall be necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding sixty-six and two-thirds (66 2/3%) percent of the total eligible vote thereof. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the

subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and filed in the Cobb County, Georgia land records.

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

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

If legal action is not instituted to challenge the validity of this Declaration or any amendment hereto within one (1) year of the recording thereof in the Cobb County, Georgia land records, then such amendment or document shall be presumed to be validly adopted. The preambles to this Declaration are incorporated herein by this reference.

21. SEVERABILITY.

Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise shall in no way affect the application of such provision to other circumstances or affect any other provision(s), which shall remain in full force and effect.

22. DURATION.

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

23. PREPARER.

This Declaration was prepared by Leslie G. Johnson, II, Weissman, Nowack, Curry & Wilco, P.C., 1349 West Peachtree Street, 15th Floor, Atlanta, Georgia 30309.

IN WITNESS WHEREOF, the Board of Directors and undersigned Owners of Lots as set forth below have approved recording of this Declaration of Additional Covenants, Conditions and Restrictions for Tremont Subdivision and certify that, to the best of their knowledge, the minimum number of required signatures to this Declaration have been obtained and any required notices were duly given.

This _____ day of _____, 20__.

TREMONT HOMEOWNERS ASSOCIATION, INC.

By: _____ (Seal)
President

Attest: _____ (Seal)
Secretary

[CORPORATE SEAL]

Sworn to and subscribed to
before me this _____ day
of _____, 2001.

Witness

Notary Public

[NOTARY SEAL]

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[Additional signatory to Declaration]

The undersigned owner(s) is/are the record owner and holder of title in fee simple to a Lot within the Tremont Subdivision in Cobb County, Georgia, located at the address described below, and more particularly shown as Block ____, Lot ____, as located in Land Lot ____, 16th District, and as shown on the plat of survey for Tremont Subdivision recorded in Plat Book ____, Page ____, Cobb County, Georgia records such plat being incorporated herein by this reference.

This page operates as a signature page to the Declaration and as a ballot* regarding the proposed amendment to the Bylaws of Tremont Homeowners' Association, Inc. The undersigned votes
____ FOR / ____ AGAINST
replacing the Bylaws in their entirety with the attached Amended and Restated Bylaws of Tremont Homeowners' Association, Inc.

Street Address _____

Signature of Owner

Print or Type Full Name of Owner

Signed, sealed and delivered
This ____ day of _____, 20__.

Witness

Notary Public
[NOTARY SEAL]

Signature of Co-Owner, if any

Print or Type Full Name of Co-Owner

Signed, sealed and delivered
This ____ day of _____, 20__.

Witness

Notary Public
[NOTARY SEAL]

* THIS BALLOT MUST BE RETURNED BY MAY 31, 2001, IN ORDER TO BE COUNTED. In order to meet quorum requirements, a majority of all Association votes must be submitted. In other words, for this to be a valid vote, seventy-five (75) Ballots must be properly completed and returned. A two-thirds (2/3) majority is required to amend the Bylaws. Therefore, this Amendment will pass if at least two-thirds (2/3) of the Ballots returned are marked "FOR." Ballots must be returned by the date set forth above in order to be counted. Ballots returned after that date will not be counted.

EXHIBIT "B"

Definitions

(a) Act means the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as may be amended.

(b) Additional Property means all Lots shown on the Tremont Subdivision Plats which have not submitted to the terms and provisions of this Declaration at the time of initial recording of this Declaration.

(c) Architectural Control Committee or ACC means the committee established to exercise the architectural review powers set forth in Paragraph 12 hereof.

(d) Area of Common Responsibility means the Common Property, together with any areas which become the Association's responsibility under this Declaration or by contract or agreement with any other Person. Any public rights way within or adjacent to the Property, may be considered by the Board to be part of the Area of Common Responsibility.

(e) Articles or Articles of Incorporation mean the Articles of Incorporation of Tremont Homeowners Association, Inc., filed with the Secretary of State of the State of Georgia.

(f) Association means Tremont Homeowners Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

(g) Association Legal Instruments means this Declaration, all exhibits hereto and the plats, all as may be supplemented or amended.

(h) Board or Board of Directors means the elected body responsible for management and operation of the Association.

(i) Bylaws means the Bylaws of Tremont Homeowners Association, Inc.

(j) Common Expenses means the expenses anticipated or actually incurred by the Association in maintaining, repairing, replacing, improving, insuring, managing and operating the Common Property, Area of Common Responsibility, and Property and otherwise for the benefit of the Association and the Members.

(k) Common Property means any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.

(l) Community Wide Standard means the standard of conduct, maintenance, or other activity generally prevailing in the Property. Such standard may be more specifically determined by the Board and the ACC.

(m) Dwelling means the structure on any Lot which is intended to be used primarily as a residence, including all enclosed rooms attached thereto, except garages or storage rooms which are accessed from outside the structure. There shall be no more than one Dwelling per Lot.

(n) Effective Date means the date on which this Declaration becomes effective pursuant to Paragraph 4 hereof.

(o) Eligible Mortgage Holder means a holder of a first mortgage secured by a Lot who has requested notice of certain items under Paragraph 17 hereof.

(p) Lot means a portion of the Tremont Subdivision intended for ownership and use as a single family dwelling site and as shown on the Tremont Subdivision Plats, or amendments or supplements thereto, recorded in the Cobb County, Georgia, land records.

(q) Majority means those eligible votes, Members, or other group as the context may indicate totaling more than fifty (50%) percent of the total eligible number.

(r) Member means a Lot Owner whose Lot has been subjected to permanent, mandatory Membership in the Association by execution hereof or by written consent recorded in Cobb County, Georgia, land records, as provided in Paragraph 5 hereof, and which Lot, therefore, is a portion of the Property.

(s) Member Lot means a Lot which has been subjected to permanent, mandatory Membership in the Association by execution hereof or by written consent recorded in the Cobb County, Georgia, land records, as provided in Paragraph 5 hereof, and which Lot, therefore, is a portion of the Property and is forever subject to the covenants, conditions and restrictions of this Declaration.

(t) Membership means a membership in the Association which is permanent and mandatory and which cannot be separated from a Lot, but rather is appurtenant to and runs with title to a Lot by virtue of submission or by written consent, recorded in the Cobb County, Georgia, land records as provided in Paragraph 5 hereof.

(u) Mortgage means any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation, including, but not limited to, a transfer or conveyance of fee title for such purpose.

(v) Mortgagee or Mortgage Holder means the holder of any Mortgage.

(w) Occupant means any Person occupying all or any portion of a Member Lot, Dwelling or other property located within the Property for any period of time, regardless of whether such Person is a tenant or the Owner of such property.

(x) Officer means an individual who is elected by the Board to serve as President, Vice President, Secretary, or Treasurer, or such other subordinate officers as the Board may determine necessary.

(y) Original Declaration means the Declaration of Covenants, Conditions and Restrictions for Tremont Subdivision which was recorded on August 27, 1980, in Deed Book 2228, Page 343, et seq., Cobb County, Georgia, records, as amended.

(z) Owner means the record title holder of a Lot, but shall not include a Mortgage Holder.

(aa) Person means any individual, corporation, firm, association, partnership, trust, or other legal entity.

(bb) Property means that real estate which is submitted to the provisions of this Declaration, as described in Exhibits "A" and "C" attached hereto and incorporated herein by reference, or which is submitted to the terms hereof after the recording of this Declaration by a recorded written Owner consent, in accordance with the terms of this Declaration. By recordation of this Declaration, the Common Property is hereby submitted to this Declaration and the Act and shall be deemed a part of the Property. The Property is a residential property owners development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as may be amended.

(cc) Tremont Subdivision means all Lots shown on the plat entitled "FINAL PLAT, TREMONT S/D UNIT 1" prepared by J.B. Dixon (Georgia Registered Land Surveyor No. 1878), which was filed in Plat Book 76, Page 79, Cobb County, Georgia, records on August 21, 1980, and the plat entitled "TREMONT S/D UNIT NO. 2" prepared by J.B. Dixon (Georgia Registered Land Surveyor No. 1878), which was filed in Plat Book 77, Page 182, Cobb County, Georgia, records on April 14, 1981, and the plat entitled "FINAL PLAT, TREMONT S/D UNIT-3" prepared by J.B. Dixon (Georgia Registered Land Surveyor No. 1878), which was filed in Plat Book 80, Page 17, Cobb County, Georgia, records on May 5, 1982, and the plat entitled "FINAL PLAT, TREMONT UNIT 4" prepared by J.B. Dixon (Georgia Registered Land Surveyor No. 1878), which was filed in Plat Book 82, Page 29, Cobb County, Georgia, records on March 4, 1983, and the plat entitled "FINAL PLAT, TREMONT UNIT-5" prepared by J.B. Dixon (Georgia Registered Land Surveyor No. 1878), which was filed in Plat Book 84, Page 90, Cobb County, Georgia, records on July 7, 1983, and all recorded amendments thereto.

(dd) Tremont Subdivision Plats means all those plats set forth in the definition of Tremont Subdivision, immediately above.

(ee) Voluntary Use Permit means permission granted by the Board for a person to use the Common Property in the manner determined by the Board and in accordance with this Declaration, the Bylaws, rules and regulations of the Association. Voluntary Use permits shall be contingent upon payment of dues as set by the Board in accordance with Paragraph 5 hereof. Voluntary Use Permits shall expire annually, and may be renewed in the discretion of the Board.

(ff) Voluntary User means any Person who holds a valid Voluntary Use Permit granted by the Board. Voluntary Users use the Common Property in the manner and extent determined by the Board and in accordance with the terms of this Declaration, the Bylaws, and rules and regulations of the Association

EXHIBIT "C"

Description of Common Property

The Common Property is that certain tract described within the deed between _____
_____ and _____ as recorded in Deed Book _____,
Page _____, Cobb County land records.

Return to: _____

STATE OF GEORGIA
COUNTY OF COBB

Index Owner's Name(s) in Grantor Index: _____
Index in Grantor and Grantee Index Also Under: Tremont Homeowners Association, Inc.

Cross Reference to Owner's Deed: Deed Book _____
Page _____
Cross Reference to Tremont Declaration: Deed Book _____
Page _____

CONSENT FORM TO THE DECLARATION OF ADDITIONAL COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TREMONT SUBDIVISION AND OWNER SUBMISSION TO MEMBERSHIP IN
TREMONT HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the undersigned owner(s) (hereinafter referred to as "Owner") is the record owner and holder of title in fee simple to a Lot within the Tremont Subdivision in Cobb County, Georgia, located at the address described below, and more particularly shown as Lot _____, as located in Land Lot _____, 16th District, 2nd Section, as shown on the plat of survey for Tremont Subdivision recorded in Plat Book _____, Page _____, Cobb County, Georgia records (hereinafter "Owner's Property") such plat being incorporated herein by this reference; and

WHEREAS, Owner desires to submit Owner's Property to the Declaration of Additional Covenants, Conditions and Restrictions for Tremont Subdivision as recorded at Deed Book _____, Page _____ *et seq.* ("Declaration") as a Member of the Association, as defined in the Declaration;

NOW, THEREFORE, Owner does hereby consent, on behalf of Owner, Owner's successors, successors-in-title, heirs, legal representatives, and assigns, that from and after the date of this Consent, Owner's Property shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, covenants, and restrictions contained in the Declaration, all of which shall run with the title to Owner's Property and shall be binding upon all persons having any right, title, or interest in Owner's Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Owner understands and acknowledges that, by submitting Owner's Property to Membership in the Association (as defined in the Declaration), Owner is hereby subjecting Owner's Property to mandatory assessments in favor of the Association, with lien rights afforded therefor, in accordance with the Declaration.

Owner does further consent to the submission of the Common Property (as defined in the Declaration) to the Declaration.

Signed, sealed and delivered this
____ day of _____, 20____.

Signature of Owner

Print or Type Full Name of Owner(s)

Witness

Signature of Co-Owner

NOTARY PUBLIC
[NOTARY SEAL]

Street Address

THIS PORTION TO BE COMPLETED BY ASSOCIATION UPON RETURN FROM OWNERS:

Signed, sealed, and delivered this
____ day of _____, 20____.

Approved by:
TREMONT HOMEOWNERS ASSOCIATION, INC.

Witness

By: _____
Its: President

[CORPORATE SEAL]

Notary Public
[NOTARY SEAL]

[For Subsequent Additions and Conversions]

WEISSMAN, NOWACK, CURRY & WILCO, P.C.

ATTORNEYS

TWO MIDTOWN PLAZA • 15TH FLOOR
1349 WEST PEACHTREE STREET
ATLANTA, GEORGIA 30309

TELEPHONE
404-885-9215

FACSIMILE
404-885-9214

February 23, 2001

Homeowners
Tremont Homeowners Association, Inc.

Dear Homeowners:

I enjoyed meeting the many owners who attended the special meeting on February 19, 2001, to discuss the proposed new Declaration and Bylaws for Tremont. I sincerely hope that the information was helpful to each of you.

At the meeting, I was made aware of a typographical error in Paragraph 13(l) of the Declaration. As written, Paragraph 13(l) requires that "For Sale" or "For Rent" signs must be displayed from inside the dwelling. Obviously, this requirement is more appropriate for townhouse-style houses, and is not suitable for Tremont.

Since the error was the result of a typographical error, and since the change will make the covenants less restrictive, I have executed a Scrivener's Affidavit to correct my mistake. The Scrivener's Affidavit will be filed in the Cobb County Land Records, so that all subsequent purchasers in Tremont will be on notice of the correction. A copy of the Scrivener's Affidavit is attached for your reference.

I apologize for any inconvenience caused by my mistake. If you have any questions regarding the Scrivener's Affidavit, please feel free to contact me.

Sincerely,

Weissman, Nowack, Curry & Wilco, P.C.



Leslie G. Johnson, II

LGI:cfe
Enclosure

-----[Space Above Reserved for Recording Data]-----

STATE OF GEORGIA
COUNTY OF COBB

SCRIVENER'S AFFIDAVIT

Personally appeared before me, the undersigned deponent, who, being duly sworn, deposes and says as follows:

- 1. THAT, he prepared the Declaration of Additional Covenants, Conditions and Restrictions for Tremont Subdivision (hereinafter the "Declaration") which was distributed to members of the Tremont Homeowners' Association, Inc. and Owners of Lots within Tremont subdivision; and
- 2. THAT, the due to a typographical error, the words "from within a dwelling" were included in Paragraph 13(l) on page 19 of the Declaration; and
- 3. THAT it was the intent of the Scrivener the Declaration and the Signatories to the Declaration that the words "from within a dwelling" be omitted from Paragraph 13(l) of the Declaration so that Paragraph 13(l) reads as follows:

Signs. Except as may be required by legal proceedings, no signs, advertising posters or billboards of any kind shall be erected, placed, or permitted to remain on the Property without the prior written consent of the Board or its designee, except that two (2) professional security signs not to exceed six (6") inches by six (6") inches each in size may be displayed on a Member Lot and one (1) professionally lettered "For Rent" or "For Sale" sign not to exceed two (2') feet by two (2') feet in size may be displayed on a Member Lot being offered for sale or for lease. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association. The Board also shall have the authority to adopt regulations permitting temporary signs on Member Lots announcing open houses, births, birthdays or other events for limited periods of time.

This Scrivener's Affidavit is made this 23rd day of February, 2001.

Signed, sealed, and delivered
this 23rd day of February,
2001, in the presence of:

DEPONENT
Leslie G. Johnson, II [Seal]
Leslie G. Johnson, II

Cherie M. Stewart
WITNESS

Corlett E. Evans
NOTARY PUBLIC

