

CODIFICATION
OF
DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS
FOR
THE WOODLANDS

This Codification of Declaration of Covenants, Conditions, Easements and Restrictions for The Woodlands, dated December 1, 1988, and recorded on that date in Deed Book 6303, Page 313, DeKalb County, Georgia records, codifies and supersedes the previously recorded instruments which are more fully described in the second, sixth and seventh paragraphs of the Preamble of the Codification of Declaration. This Title Page and the immediately following Index Pages are provided only for convenience and ease of reference; and they are neither intended nor should they, in any manner, be construed to be a part of the Codification of Declaration.

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CODIFICATION

OF

DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS

FOR

THE WOODLANDS

FILED & RECORDED
DEKALB CO., GA.

Dec 1 5 1980

NOTARIAL PUBLIC
KALAN M. COOPER, JR., 1987

STATE OF GEORGIA)
COUNTY OF DEKALB)

THIS CODIFICATION OF DECLARATION of Covenants, Conditions, Easements and Restrictions for The Woodlands (hereinafter the "Declaration"), made by THE WOODLANDS ASSOCIATION, INC. (hereinafter the "Association"), a non-profit corporation organized under the laws of the State of Georgia;

W I T N E S S E T H:

WHEREAS, DUNWOODY DEVELOPMENT CO., INC. (hereinafter the "Declarant"), a corporation organized under the laws of the State of Georgia, has heretofore caused to be executed and filed that certain Declaration of Covenants, Conditions, Easements and Restrictions for The Woodlands (hereinafter the "Declaration"), dated December 8, 1978, recorded January 2, 1979, in Deed Book 3960, page 451, DeKalb County, Georgia records, as amended by that certain First Amendment to Declaration, dated February 29, 1980, recorded March 4, 1980, in Deed Book 4228, page 169, aforesaid records, that certain Second Amendment to Declaration, dated September 28, 1981, recorded November 5, 1981, in Deed Book 4559, page 46, aforesaid records, that certain Third Amendment to Declaration, dated July 20, 1982, recorded September 7, 1982, in Deed Book 4654, page 658, aforesaid records, and that certain Fourth Amendment to Declaration, dated February 9, 1983, recorded February 18, 1983, in Deed Book 4718, page 363, aforesaid records (hereinafter collectively the "Amendments"); and

WHEREAS, Declarant desired to develop certain contiguous tracts of land in DeKalb County, Georgia, in accordance with an harmonious plan for the design and relative location of single-family dwellings, together with certain related Common Elements, so as to create a community to be known as Unit One, Unit Two, Unit Three, Unit Four and Unit Five of "The Woodlands"; and to this end, in order to provide for the preservation of the values and amenities in said community and for the continued maintenance and operation of the Common Elements, subjected those certain contiguous tracts of land, said tracts of land being the real property described in Section 2 of Article I of the Declaration to the protective covenants, restrictions, reservations, servitudes, easements, assessments, charges and liens hereinafter set forth, each of which is and are for the benefit of said property and each property owner thereof; and

WHEREAS, Declarant further declared that the real property described in Section 2 of Article I of this Declaration is and shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the protective covenants, restrictions, reservations, servitudes, easements, assessments, charges and liens (herein sometimes referred to collectively as "covenants and restrictions") hereinafter set forth; and

WHEREAS, The Woodlands Association, Inc., a non-profit corporation organized under the laws of the State of Georgia, has been created for the purpose, among others, of owning, maintaining and administering the Common Elements; and

WHEREAS, the Association has, by resolution of its Board of Directors, dated January 20, 1988, and under the authority granted to the Association by Section 4 of Article X of this Declaration, interpreted certain provisions of the Declaration (hereinafter the "Interpretation") and caused the said Interpretation to be filed on February 3, 1988, in Deed Book 6052, page 675, DeKalb County, Georgia records; and

WHEREAS, JOHN COWART HOMES, INC., (hereinafter "Successor Declarant"), a corporation organized under the laws of the State of Georgia, successor to Declarant, did by Agreement with the Association dated February 16, 1988, recorded February 18, 1988, in Deed Book 6063, page 485, DeKalb County, Georgia records, delegate and assign to the Association all of the rights, benefits, privileges, exemptions, powers, responsibilities, duties and liabilities of Successor Declarant as a Declarant or a successor Declarant under the Declaration or by law (hereinafter the "Agreement"); and the Agreement effectively recognized the abated utility of certain of the provisions of the Declaration intended to have protective or other status only during the developmental period for The Woodlands, said community being, at the date of execution of the Agreement, fully developed in accordance with the original harmonious plan for the design and relative location of single-family dwellings; and

WHEREAS, it is desirable and beneficial to codify and compile the provisions of the Declaration and the Amendments thereto and the Interpretation thereof and to incorporate the effects of the terms of the Agreement thereon and certain technical enhancements; and

WHEREAS, this codification of the provisions of the Declaration, the Amendments and the Interpretation and the incorporation of the modifying effects of the terms of the Agreement on the said provisions and certain technical enhancements into one instrument in the respects set forth below do not adversely affect the rights acquired under the Declaration by any Lot Owner of record, whether one or more persons or entities, of the fee simple title to any Lot which is a part of The Woodlands;

NOW, THEREFORE, pursuant to the provisions of Section 2 of Article X of the Declaration, the Association hereby codifies the provisions of the Declaration, the Amendments and the Interpretation and incorporates the modifying effects of the terms of the Agreement on the said provisions and certain technical enhancements in the respects set forth below; and this codification of the Declaration shall constitute an amendment of the Declaration and shall supersede all recorded instruments hereinbefore set forth, and, accordingly, the Clerk of the Superior Court of DeKalb County, Georgia is directed to enter on the said superseded instruments the notation "SUPERSEDED OF RECORD"; and this codification of the Declaration shall have the same and continuing full force and effect as and all terms used herein shall have the same meaning herein as in the said recorded instruments which it supersedes; and

FURTHER, THEREFORE, every grantee of any interest in the real property described in Section 2 of Article I of this Declaration hereby made subject to this Declaration, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance, whether or not such deed or other conveyance shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take such deed or other conveyance subject to this Declaration and to the terms and conditions hereof and shall be deemed to have consented to said terms and conditions.

ARTICLE I
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Ownership. Association and ninety-nine (99) Lot Owners are the owners, as their interests may appear, in fee simple of the real property situated in Dekalb County, Georgia, described in Section 2 of this Article I.

add amendment 1 below

Section 2. Property Subject to this Declaration. The real property which is subjected to the protective covenants, restrictions, reservations, servitudes, easements, assessments, charges and liens hereinafter set forth and which shall be transferred, sold, conveyed, used occupied, and mortgaged or otherwise encumbered subject to this Declaration is the real property described in Exhibit "A" attached hereto and shown on the plats of survey recorded in conjunction herewith in the plat records of Dekalb County, Georgia. Said Exhibit "A" and plats of survey are incorporated herein and by reference made a part hereof.

ARTICLE II
DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(A) "Declarant" shall mean Dunwoody Development Co., Inc., a corporation for profit organized under the laws of the State of Georgia, and its successors and assigns, including as a successor Declarant any transferee, purchaser or other person who acquires all of the outstanding interest of Dunwoody Development Co., Inc. in The Woodlands as such interest may exist from time to time. Any successor Declarant shall succeed to all of the rights, benefits, privileges, exemptions, powers, responsibilities, duties and liabilities of the Declarant as provided for under the Declaration or by law.

(B) "Association" shall mean The Woodlands Association, Inc., a non-profit Corporation organized under the laws of the State of Georgia, and the owner of the Common Elements, its successors and assigns.

(C) "Declaration" shall mean this instrument as from time to time amended.

(D) "The Woodlands" shall mean the real property described in Section 2 of Article I hereof.

(E) "Lot" shall mean any numbered plot of land located within The Woodlands and comprising a single dwelling site designated on the plats of survey recorded in conjunction with the real property described in Exhibit "A" attached hereto in the office of the Clerk of the Superior Court of DeKalb County, Georgia.

(F) "Lot Owner" or "Owner" shall mean the owner of record, whether one or more persons or entities, of the fee simple title to any Lot which is a part of The Woodlands, excluding, however, those persons having such interest merely as security for the performance of an obligation.

(G) "Common Elements" shall mean all real and personal property owned, leased or operated by the Association for the common use and enjoyment of the Lot Owners.

(H) "Record" or "Recording" shall refer to record or recording in the office of the Clerk of the Superior Court of DeKalb County, Georgia.

(I) "Person" shall mean a natural person, corporation, partnership, association, trust or other legal entity.

(J) The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

add amendment 2 below

ARTICLE III
ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

replace with amendment 9 below

Section 1. Residential Use. All Lots located within The Woodlands shall be used for residential purposes exclusively. No Lot within The Woodlands shall be used for the purpose, wholly or partially, initially at or subsequent to acquisition by the Lot Owner, of providing transient or temporary housing to a person or persons related to the Lot Owner in any capacity. Except as hereinafter provided, no structure or other improvement shall be erected, altered, placed, maintained or permitted to remain on any Lot other than one (1) detached single-family dwelling, not to exceed (2) stories in height. No business or business activity shall be carried on within The Woodlands; provided, however, that nothing herein shall prevent the Association and its subsidiaries, affiliates, officers, directors and employees from using all or any part of The Woodlands owned by it for the purpose of carrying on business related to said ownership and to the maintenance and management of The Woodlands.

* Section 2. Reservations. Association reserves unto itself, its successors and assigns, easements for the installation and maintenance of utilities, drainage facilities, storm sewers and sanitary sewers over the rear ten feet (10') of each Lot, and five feet (5') wide along each side line; with a further easement reserved to cut or fill at a three-to-one slope along the boundaries at all streets or roads constructed, reconstructed, improved or maintained within The Woodlands. Drainage flow shall not be obstructed nor be diverted from drainage swales, storm sewers or utility easements as designated herein, or as may hereafter appear on any plat of record in which reference is made to these covenants.

Section 3. Subdivision of Lots. No Lot shall be subdivided, or its boundary lines changed, except with the prior written approval of the Association. Any such subdivision or boundary line change shall not be in violation of the applicable DeKalb County, Georgia Subdivision and Zoning Regulations.

Section 4. Approval of Plans. No building, fence, wall, road, driveway, parking area, tennis court, swimming pool, or other structure or improvement of any kind shall be erected, placed, altered, added to, modified, maintained or reconstructed on any Lot until the plans therefor, and for the proposed location upon the Lot, shall have been approved in writing by the Association. "Improvement" shall mean and include any improvement, change or modification of the appearance of a Lot from the state existing on the date of conveyance of such Lot by a Lot Owner to a subsequent Lot Owner. Before taking any action requiring approval under this paragraph, a Lot Owner shall submit to the Association a construction schedule and two (2) complete sets of final plans and outline specifications, showing site plan, landscape layout, floor plans, exterior elevations and exterior materials, colors and finishes. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written approval of the Association. No alteration in the exterior appearance of any building, structure or other improvement shall be made without like approval by the Association. The Association shall not be responsible or liable in any way for any defects in any plans or specifications approved by the Association nor for any structural defects in any work done according to such plans and specifications. The Association may refuse approval of plans, siting or specifications upon any ground, including purely aesthetic considerations, which, in its sole discretion, shall seem sufficient. The Association shall act with all reasonable promptness upon receipt of plans and specifications submitted in accordance with this Section to approve or disapprove such plans and specifications. If the Association shall fail to approve or disapprove such plans and specifications within thirty (30) days after written demand for the approval of such plans and specifications has been received by the Association, then the Association shall be deemed to have approved such plans and specifications; provided, however, that all other conditions and

restrictions of this Article III shall remain in full force and effect.

Section 5. Building Location. Since the establishment of inflexible building setback lines for locating houses or other structures tends to force construction of buildings both directly behind and directly to the side of other homes or buildings, with detrimental effect on privacy, view, preservation of important trees, etc., no specific setback lines are established by these covenants and restrictions other than those which may be required by applicable governmental rules and regulations and those which may be shown on recorded plats. The Association reserves the right to control solely and absolutely the precise site and location or relocation of any proposed house, dwelling, building or other structure or improvement upon all lots and every lot within The Woodlands. Such location or relocation shall be determined, however, only after reasonable opportunity is afforded the Lot Owner to request a specific site.

Section 6. Other Building Requirements. The requirements set forth below are in no way to be construed as limiting the exercise of the Association's discretion pursuant to Sections 3, 4 and 5 of this Article III.

(A) Each house and other structure shall be constructed or reconstructed of materials approved in writing by the Association; and, unless fewer minimum square feet are specifically approved in writing by the Association, each house shall contain at least two thousand and one hundred (2,100) square feet of total living space, which shall for these covenants be defined as an area exclusive of garages, porches, terraces, attics and basements.

(B) The exterior of all houses and other structures must be completed within one (1) year after commencement of construction or reconstruction, except where, in the sole discretion of the Association, such completion within one (1) year is not possible or would result in great hardship to the Owner due to strike, fire, national emergency or natural calamity.

(C) All electrical service, cable television and telephone lines shall be placed underground; and no pole, tower, antenna or other device for the transmission or reception of television signals, radio signals or any other form of electromagnetic radiation, or for any other purpose, shall be erected, placed or maintained on any part of The Woodlands, except as may be constructed by the Association or approved in writing by the Association.

(D) All playground equipment, doghouses and other similar equipment structures and clotheslines shall be hidden from view. No outside garbage receptacles shall be kept or maintained on any lot. Each Lot Owner, in conjunction with and as a part of the construction, reconstruction or improvement of a dwelling upon his lot, may construct a screening fence or wall to shield or hide from view any portion of his rear or side yard, provided the plans for such fence or wall showing the size, design, material, texture, color, appearance and proposed location thereof must be approved in writing by the Association prior to its construction, reconstruction or improvement.

(E) Except for compressors for air conditioning systems which must be screened by shrubbery, approved walls or fences, or other similar methods, no heating or other mechanical equipment, and no fuel or water tanks or similar storage receptacles may be exposed to view. Such equipment and receptacles may be installed only within the main dwelling or behind an approved screen or walled area permitted by Paragraph (D) of this Section, or buried underground.

(F) Unless located within ten feet (10') of a main dwelling or within ten feet (10') of an approved building site for construction, reconstruction or improvements, no trees, shrubs, bushes or other vegetation having a trunk diameter of six inches

(6") or more at a point two feet (2') above ground level may be cut, pruned, mutilated or destroyed at any time without the prior written approval of the Association; provided, however, that dead or diseased trees, shrubs, bushes or other vegetation shall be cut and removed promptly from any Lot by the Owner thereof after such dead or diseased condition is first brought to the attention of the Association and permission for such cutting and removal is obtained.

(G) The Association may specify specimen trees on particular Lots which must be protected during and subsequent to construction, reconstruction or improvement with steps such as, but not limited to, fertilization, pruning, repair of tree wounds, protection by fencing or planking, and spraying to control disease and insect infestation, or other protective programs.

(H) No structure of a temporary character shall be placed upon any Lot at any time, except for shelters used by a building contractor during the course of construction, reconstruction or improvement. Such temporary shelters may not at any time be used as residences, nor be permitted to remain on the Lot after completion of construction, reconstruction or improvement.

(I) In addition to the restrictions imposed by Paragraph (J) of this Section, except for automobiles utilized by guests or visitors of a Lot Owner and parked temporarily within the right-of-way of any street, no vehicle of any type shall be parked or maintained within the right-of-way of the streets located within The Woodlands, but shall be maintained within the driveways or garages located upon the Lots. These requirements are established in order to ensure compliance with the rules and regulations promulgated by the United States Postal Service and the DeKalb County, Georgia Sanitation Department pertaining to deliveries or pickups to be made by such agencies within The Woodlands.

(J) No mobile homes, motor homes, house trailers, trucks, motorcycles, campers, vans, trailers, boats or other recreational vehicles shall be placed on any Lot so as to be visible from any street within The Woodlands, or from any other Lot(s), or parked on the streets within The Woodlands. No tent, shack, garage, tree house, barn or other outbuilding or structure shall be placed on any Lot at any time, either temporarily or permanently.

(K) All driveways must be finished at the curb cut so that the street curb has a smooth transition to the driveway apron, and the street curb does not appear rough or unfinished.

(L) The installation of garage doors on all garage openings is required. All residences with garages must have automatic garage door openers unless otherwise approved by the Association.

(M) No lumber, brick, stones, cinder blocks, scaffolding, mechanical devices, or other materials or devices used for building purposes shall be placed, stored or kept on any Lot except during construction or reconstruction of a residence or related improvement on that Lot.

(N) The Association may specify from time to time and for various Lots the location and manner of excavation, dirt and fill storage, digging, backfilling, trenching and grading for utility trenches and residence construction, reconstruction or improvement. Such requirements may vary from Lot to Lot and may be imposed by the Association in its sole discretion so as to minimize damage to or disruption of trees, tree roots, existing ground cover, rock outcroppings, and other natural features. Indiscriminate grading or trenching is forbidden.

Section 7. Occupancy. No single-family dwelling erected upon any Lot shall be occupied in any manner while in the course of construction or reconstruction or until made ready to comply completely with the approved plans and specifications and all of the covenants and restrictions herein set forth.

amendment 10
below

amendment 11
below

Section 8. Letter and Delivery Boxes. The Association reserves the right to approve the location, color, size, design, lettering and all other particulars of mail boxes and of name and address signs for such boxes. No other types of delivery boxes, such as newspaper boxes or tubes, shall be attached to mail boxes or the related support posts and brackets or placed at any location upon a Lot.

Section 9. Animals and Pets. No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any Lot, with the exception of dogs, cats or other usual and common household pets in reasonable number, provided that said pets are not kept, bred or maintained for any commercial purpose, are not permitted to roam free, and, in the sole discretion of the Association, do not endanger the health, make objectionable noise or constitute a nuisance or inconvenience to the Owners of other Lots. Dogs which are household pets shall at all times, whenever they are outside a dwelling, be confined within a pen or on a leash. Other pets, whenever they are outside a dwelling, are to be confined to a pen or, as appropriate for the kind of pet, on a leash or personally supervised at all times by the pet owner or other responsible member of the Lot Owner's household. Animal excretion shall be immediately cleaned up and removed by the pet owner, including on the Lot of the owner. No structure for the care, housing or confinement of any pets shall be maintained so as to be visible from neighboring property.

Section 10. Nuisances. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unhealthy, unsightly or unkempt condition of buildings or grounds on his Lot. No Lot shall be used in whole or in part for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort, the activities or existence of which in any way are noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof. No trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed or deposited upon the Common Elements, except as is temporary or incidental to the bona fide improvement of the area in a manner consistent with its classification as Common Elements.

Section 11. Required Maintenance. All Lots, together with the exterior of all improvements located thereon, shall be maintained in a neat, attractive and safe condition by their respective Owners. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements. The Association may, after thirty (30) days written notice to any Owner, enter upon his Lot for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, for removing garbage or trash, or for performing such exterior maintenance as the Association, in the exercise of its sole discretion, deems necessary or advisable. Such Lot Owner shall be personally liable to the Association for the direct and indirect cost of such maintenance, and the liability for such cost shall be a permanent charge and lien upon such Lot enforceable by the Association in the same manner as other liens for the improvement of real property or by any other appropriate proceeding in law or in equity. Although notice given as herein provided shall be sufficient to give the Association the right to enter upon such Lot and perform such maintenance, entry for such purpose shall be only between the hours of 9:00 a.m. and 5:00 p.m. on any day except Sunday. The provisions of this Section shall

not be construed, however, as an obligation on the part of the Association to mow, clear, cut or prune any Lot, to provide garbage or trash removal service, or to perform such exterior maintenance, except for or in addition to such maintenance services which the Association, in the exercise of its authority and responsibility to enhance, preserve and maintain property values of The Woodlands, may from time to time deem appropriate to provide uniformly to all Lots.

Section 12. No Trespass or Breach. Whenever the Association is permitted by these covenants and restrictions to correct, repair, clean, preserve, clear out or do any action on the property of any Lot Owner, entering the property and taking such action shall not be deemed to be a trespass or a breach of these covenants and restrictions.

replace with amendment 13 below

Section 13. Installation of Signs. No sign shall be erected or maintained on any Lot, except one professionally lettered builder or realtor sign or sign of the Owner advertising the Lot and dwelling for sale or rent, which signs shall be subject to the approval of the Association acting through any of its officers or its Board of Directors. Such sign shall not be more than thirty-six inches by forty-eight inches (36" x 48") in size.

add amendment 12 below

ARTICLE IV COMMON ELEMENTS

Section 1. Common Elements. Title to and Ownership of all Common Elements is vested in the Association by virtue of the execution and recording of the Declaration and the Amendments thereof by Declarant and of the recording of the plats of survey referred to in Sections 1 and 2 of Article I of this Declaration without any further act required by Declarant. The Common Elements shall include the fifty-five feet (55') wide right-of-way for the private street known as Dunwoody Club Way and the right-of-way for all other private streets as shown on such plats of survey and all other streets, ways, driveways, turnarounds, sidewalks, curbs, gutters, and grates and appurtenances to the foregoing located outside the boundary lines of any Lot. The installation having been completed by Declarant or by utility agencies or companies acting pursuant to easement rights granted by Declarant of all utility lines including sewer, gas, electrical, telephone, drainage and water lines or facilities and all appurtenances to the foregoing including water detention or storage ponds, all such utility lines shall be and become Common Elements. The Common Elements shall also include any entranceway, exitway, gateposts, piers, gates, guard facilities, perimeter or exterior brick or wood walls, entrance signs, street signs or other identification for The Woodlands now or hereafter constructed by the Association on the real property described in Section 2 of Article I of this Declaration. The Common Elements shall also include the recreational area shown on the recorded plat of survey for Unit Two of The Woodlands containing the swimming pool and clubhouse facilities and any other recreational facility or amenity of any description now or hereafter constructed by the Association at its option on any portion of the real property owned by it subject to this Declaration, but the Association shall have no obligation to construct any such amenity or facility at any time, and the reference herein to such amenities or facilities shall not be construed to create any such obligation upon the Association.

Section 2. Regulation of Common Element Usage. The Association through its Board of Directors shall promulgate such rules and regulations with respect to usage of the Common Elements as it deems necessary to ensure the health, safety and protection of Lot Owners, residents, visitors, agents and licensees and to preserve and protect all buildings or other improvements located upon the Lots or the Common Elements.

Section 3. Upkeep of Common Elements. All power and responsibility regarding maintenance, repair, renovation, restoration and replacement of Common Elements shall be vested in the Association.

Section 4. Allocation of Liabilities for Common Expenses. The common expenses attributable to the maintenance, repair, renovation, restoration and replacement of Common Elements shall be borne equally by all Lots and their Lot Owners, who shall be assessed therefor by the Association as provided for in Article VI of this Declaration and in the By-Laws of the Association, subject, however, to the following:

A. Any common expenses benefiting less than all Lots shall be specially assessed equitably among all of the Lots so benefited;

B. Any other common expenses occasioned by the conduct of less than all those entitled to occupy all Lots or by the licensees or invitees of any such Lot Owner or Owners shall be specially assessed against the Lot, the conduct of any occupant, licensee or invitee of which occasioned any such common expenses;

C. Any other common expenses significantly disproportionately benefiting all Lots shall be assessed equitably among all Lots.

The Association through its Board of Directors shall have final authority to resolve any disputes among or between Lot Owners as to the equitable allocation of expense which is not borne equally by all Lots and their Owners.

Section 5. Payment for Common Expenses. The common expenses described in Section 4 of this Article IV shall be assessed against the Lots and the Lot Owners as provided for in Article VI of this Declaration.

Section 6. Use and Enjoyment of Common Elements. Every Owner shall have a right of easement of use and enjoyment in and to the Common Elements which shall be appurtenant to and shall pass with the title to every Lot, subject to the following limitations:

A. The right of the Association to charge fees for the actual use of any recreational facility which is or becomes part of the Common Elements;

B. The right of the Association to enforce sanctions against its members for failure to pay outstanding assessments and in connection therewith suspend the Lot Owner's right to the use of the Common Elements;

C. The right of the Association to dedicate or transfer all or any part of the Common Elements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by its members. No such dedication or transfer shall be effective unless approved by at least two-thirds (2/3) of the votes of the members of the Association present, in person or by proxy, at a meeting duly called for such purpose.

Any Lot Owner may delegate, in accordance with the rules and regulations adopted by the Association, his right of use and enjoyment of the Common Elements to the members of his family, his tenants and guests; provided, however, the rights and privileges of such person or persons are subject to suspension to the same extent as those of the Lot Owner. No Lot Owner or any other person shall bring any action for partition or division of the Common Elements.

ARTICLE V ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot in The Woodlands shall be a member of the Association. Membership shall be automatic and shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Voting Rights. Except as provided in Section 5 of Article VI of this Declaration, all matters concerning meetings of members of the Association, including the time within which and

the manner in which notice of any said meetings shall be given to said members, and the quorum required for the transaction of business at any of said meetings, shall be as specified in the Articles of Incorporation or in the By-Laws of the Association, as they be amended from time to time, and by law.

Section 3. Casting of Votes. Subject to the provisions of this Declaration, votes of the members shall be cast under rules and procedures as may be prescribed in the By-Laws of the Association, as they may be amended from time to time, or by law.

ARTICLE VI ASSESSMENTS

Section 1. Purpose of Assessments. The assessments levied under this Article VI shall be used for the purpose of promoting the recreation, health, safety and welfare of the Owners of the Lots subject to this Declaration and in particular for the repair, restoration, renovation, replacement and maintenance of the Common Elements including, but not limited to, the payment of taxes and insurance thereon and for additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, and for the purpose of providing such services for or to Lots and Lot Owners as the Board of Directors of the Association may from time to time deem appropriate to effectuate and assure the continuation of reasonable and acceptable levels of quality in the appearance and condition of the Properties located within The Woodlands in order to enhance, preserve and maintain property values of The Woodlands. Such portion of the annual assessment levied by the Association under this Article VI as may be necessary for such purposes shall be devoted to providing insurance on all improvements constructed or which may be constructed on the Common Elements, and to establishing and maintaining a reserve for the maintenance, repair, replacement, renovation and operation of Association properties, services and facilities.

replace with amendment 3 below Creation of the Lien and Personal Obligation for Assessments. Each Lot subject to this Declaration is subject to a lien and permanent charge in favor of the Association for the annual and special assessments set forth in this Article VI. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a permanent charge and a continuing lien upon the Lot against which it relates, and also shall be the joint and several personal obligation of each Owner of such Lot at the time the assessment fell due; and each such Owner hereby covenants, and by acceptance of a deed or other conveyance of any interest in the real property described in Section 2 of Article I of this Declaration, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the same to the Association as and when due.

Section 3. Annual Assessments. Annual assessments shall be established by the Board of Directors of the Association on an annual basis conforming to the fiscal year specified in the By-Laws of the Association. The annual assessment shall include expenses and charges pursuant to Section 6 of Article IV of this Declaration and Section 1 of this Article VI. If the annual assessment established by the Board of Directors of the Association exceeds one hundred and fifteen percent (115%) of the annual assessment for the immediately preceding fiscal year, such annual assessment amount shall have to be approved by a majority vote of the members of the Association present, in person or by proxy, at the annual meeting of the Association or at a meeting duly called for such purpose; provided, however, should an annual assessment established by the Board of Directors of the Association exceeding one hundred and fifteen percent (115%) of the annual assessment for the immediately preceding fiscal year be occasioned by cost of proposed services or items of expense substantially variant from or in addition to services or items of expense for the immediately preceding year, then such annual assessment shall have to be approved by at least two-thirds (2/3) of the vote of the members of the Association

present, in person or by proxy, at the annual meeting of the Association or at a meeting duly called for such purpose.

Section 4. Special Assessments. In addition to the annual assessments authorized in Section 3 of this Article VI, the Board of Directors of the Association may levy special assessments. Special assessment shall mean the funds which may be required from time to time for payment of expenses and charges related to the Common Elements and to services provided specifically for or to Lots and Lot Owners, which are unbudgeted or for which insufficient provision is made in the budget used as the basis for determining the annual assessment established under Section 3 of this Article VI, occasioned by unforeseeable or fortuitous events. Any such special assessment which exceeds twenty-five percent (25%) of the annual assessment established under Section 3 of this Article VI for the fiscal year in which the special assessment shall have been determined necessary and appropriate by the Board of Directors of the Association shall be approved by at least two-thirds (2/3) of the votes of the members of the Association present, in person or by proxy, at the annual meeting of the Association or at a meeting duly called for such purpose.

Section 5. Notice and Quorum for Action. Written notice of any meeting of the members called for the purpose of taking any action authorized under Section 6 of Article IV shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. Such written notice may be served by depositing such notice in the U. S. Mail, postage prepaid, addressed to the member for whom it is intended at his mailing address as it appears on the books of the Association, and such service shall be deemed sufficient. The date of service shall be the date of mailing. Such notice need not be given to any member who signs a waiver of notice, in person or by proxy, either before or after such meeting; and attendance of a member at a meeting, either in person or by proxy, shall of itself constitute a waiver of notice. At the first such meeting called, the presence of members or of proxies entitled to cast a majority of all the votes of the members shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement; and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the initial meeting. No such subsequent meeting shall be held more than thirty (30) days following the initial adjourned meeting.

Section 6. Share of Lot Owners. Each Lot Owner shall be liable for a proportionate share, equal for all Lots, of the expenses and charges related to the Common Elements and to services provided specifically to Lots and Lot Owners authorized pursuant to Section 6 of Article IV of this Declaration and Section 1 of this Article VI and/or established pursuant to Section 3 and 4 of this Article VI. Each Lot Owner shall be liable for his proportionate share of such annual and special assessments irrespective of whether or not such Lot Owner actually uses all or any portion of the facilities or services covered by any such assessments. Each Lot owner shall have a proportionate share, equal for all Lots, in the common surplus, such shares being in the same proportion as the Lot Owner's liability for the expenses and charges related to the Common Elements and to services provided specifically for or to Lot Owners. Only expenses and charges related to services which are performed for the Common Elements over and above services uniformly provided by or through the Association to Lots or Lot Owners and Common Elements shall for purposes of this Section be expenses and charges related to the Common Elements. The number of Lot Owners as used in this Section relating to expenses and charges related to the Common Elements shall be the total number of numbered plots of land located within The Woodlands and comprising single dwelling sites designated on a plat or plats of survey recorded by Declarant, its successors and assigns, in the office of the Clerk of the Superior Court of DeKalb County, Georgia. The number of Lot Owners as used in this Section relating to expenses and charges related to services specifically provided for or to Lots and Lot Owners shall be the number of Lots or Lot Owners to which a specific service provided by or through the Association is applicable. Proportionate share as

used in this Section relating to expenses and charges related to the Common Elements shall be the number one over the number of Lot Owners in The Woodlands as defined in the fifth sentence of this Section; proportionate share as used in this Section relating to expenses and charges related to services specifically provided for or to Lots and Lot Owners by or through the Association shall be the number one over the number of Lot Owners in The Woodlands as defined in the sixth sentence of this Section.

Section 7. Annual Assessments: Due Dates.

(A) The annual assessments payable to the Association, as provided for in this Article VI, shall be established on a fiscal year basis conforming to the fiscal year established in the By-Laws of the Association and shall commence as to each Lot conveyed by a Lot Owner to a successor-in-title as of and on the date of such conveyance. The Board of Directors of the Association shall fix the amount of the annual assessment payable to the Association against each Lot and send written notice of same to every Owner subject thereto in advance of each annual assessment period. Unless otherwise provided by the Board of Directors of the Association, one-fourth (1/4) of the annual assessment for each Lot shall become due and payable to the Association on the first day of the first month of each calendar quarter during the assessment period and shall be paid to the Association when due without further notice from the Association; provided, however, that each Owner shall have the right to prepay any one or more of such installments. No portion of any unexpired or prepaid assessments shall be refunded by the Association to a Lot Owner for any reason, except in the case of a uniform refund or credit to all Lot Owners for an adjustment of an annual or special assessment, including the unexpired portion of an assessment existing or which may exist at a date of sale for a Lot; unexpired or prepaid assessment amounts existing at the date of closing of the sale of a Lot shall be treated between the seller and the purchaser of such Lot as a part of the settlement therefor.

(B) The special assessments payable to the Association, as provided for in this Article VI, shall be due on the date(s) specified by the Board of Directors of the Association.

(C) The Association shall, upon demand at any time, furnish to any Owner liable for any such assessment a certificate in writing signed by an officer of the Association, setting forth whether same has been paid. A reasonable charge, as determined by the Association, may be made for the issuance of such certificates. Such certificate shall be conclusive evidence of payment of any assessments therein stated to have been paid or other status thereof in the case of unpaid and outstanding assessments and other charges.

replace with amendment 4 below

Section 8. Non-Payment of Assessments: The Personal Obligation of the Owner; The Lien; Remedies of the Association. If any assessment is not paid on the date when due, as hereinbefore provided, then such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge and continuing lien on the Lot to which it relates in favor of the Association, and shall bind such property in the hands of the then Owner, his heirs, legal representatives, successors, successors-in-title and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass as a personal obligation to his successor-in-title unless expressly assumed by such successor-in-title. If such successor-in-title assumes such prior Owner's personal obligation, such prior Owner nevertheless shall remain as fully obligated as before to pay the Association any and all amounts which he was obligated to pay immediately preceding the transfer; and such prior Owner and such successor-in-title assuming such liability shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such prior Owner and such successor-in-title creating the relationship of principal and surety between them or any relationship between them other than one by virtue of which such prior Owner and such successor-in-title would be jointly and severally liable to pay such amounts.

replace with amendment 4 below (cont.)

Any such assessment, or portion thereof, not paid when due shall be delinquent. Further, if any such assessment, or portion thereof, remains delinquent for a period of more than ten (10) days after written notice of such delinquency is given by the Association to the Lot Owner, the entire unpaid balance of the assessment may be accelerated at the option of the Board of Directors of the Association and be declared due and payable in full. Notice shall be deemed given when delivered in person or deposited in the U.S. Mail, postage prepaid, addressed to the Lot Owner at his mailing address as it appears on the books of the Association. Any such assessment, or portion thereof, not paid when due (either in due course or by virtue of being accelerated as aforesaid) shall bear interest from the due date at a rate of interest which shall be determined from time to time by the Board of Directors of the Association to be reflective of similar prevailing rates; and the Association may bring legal action against the Owner personally obligated to pay the same and/or foreclose its lien against the Lot to which it relates. Such lien may be foreclosed by the Association by suit, judgment and foreclosure in the same manner as other liens for the improvement of real property. In either of such events, the Association shall be entitled also to recover reasonable attorney's fees and all costs of collection. Each Owner, by his acceptance of a deed or other conveyance to a Lot, vests in the Association or its agent the right and power to bring all actions against him personally for the collection of such charges as a debt. The Association shall have the power to bid in a Lot at any foreclosure sale and to acquire, hold, lease, encumber and convey the same. No Owner may be relieved from liability for the assessments provided for herein by non-use of the Common Elements, by abandonment of his Lot or otherwise.

replace with amendment 5 below

Section 9. Subordination of Charges and Liens to Security Deeds. The lien and permanent charge of any assessment (together with interest thereon and costs of collection) authorized herein with respect to any Lot is hereby made subordinate to the lien of any first security deed or any secured purchase money security deed placed on such Lot if, but only if, all such assessments with respect to such Lot having a due date on or prior to the date such security deed is filed for record have been paid. The lien and permanent charge hereby subordinated is only such lien and charge as relates to assessments authorized hereunder having a due date subsequent to the date such security deed is filed for record and prior to the satisfaction, cancellation or foreclosure of such security deed or the sale or transfer of the encumbered property pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the encumbered property pursuant to a sale under power contained in such security deed.

replace with amendment 6 below

Such subordination is merely a subordination and shall not relieve the Owner of the encumbered property of his personal obligation to pay all assessments coming due at a time when he is the Owner and shall not relieve such property from the lien and permanent charge provided for herein (except to the extent a subordinated lien and permanent charge is extinguished as a result of such subordination as against a security deed grantee or such grantee's assignee or transferee by foreclosure or by sale or transfer in any proceeding in lieu of foreclosure or by sale under power); and no sale or transfer of such property to the security deed grantee or to any other person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure, or pursuant to a sale under power, shall relieve any existing or previous Owner of such property of any personal obligation, or relieve such property or the then and subsequent Owners from liability for any assessment provided for hereunder coming due after such sale or transfer.

Notwithstanding the foregoing, the Association may at any time, either before or after any security deed or security deeds are placed on such property, waive, relinquish or quitclaim in whole or in part the right of the Association to collect the assessments provided for hereunder with respect to such property coming due during the period while such property is or may be held by a security deed grantee pursuant to such sale or transfer.

Section 10. Exempt Property. All Common Elements shall be exempt from the assessments, charges and liens created herein.

add amendment 7
here

ARTICLE VII EASEMENTS

Section 1. Access. Without further assent or permit from the Association or any other person, the ownership of any Lot subjected to this Declaration shall automatically include the right to such use of the Common Elements as shall be reasonably necessary for ingress and egress to and from any such Lot and to and from the Common Elements.

Section 2. Utilities and Drainage. The Association, on its behalf, and on behalf of such utility agencies and companies as may from time to time serve The Woodlands, and their agents and licensees, without further assent or permit, reserves the right, title and privilege of a general easement, which shall be perpetual, alienable and assignable, to go in and on the real property of The Woodlands described in Section 2 of Article I of this Declaration with men and equipment to construct, place, install, maintain and operate in, upon, across and through said premises, in a proper and workmanlike manner, electric, water, gas, telephone, sanitary and storm sewer drainage systems, and other conveniences and utilities (such services hereinafter referred to collectively as "utility systems"), including trenching and installation of such conductors, wires, cables, conduits, transformers, concrete pads, pipes, sewers, water mains and other equipment, apparatus, appliances, buildings and structures necessary or convenient therefor, and including the right to cut any trees, bushes, shrubs or other vegetation, make any grading of the soil, or take any other action reasonable and necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Easement hereby reserved shall include the right to enter upon the premises with men and equipment for the purpose of inspecting, maintaining, repairing and replacing the various utility systems, and the right at all times to remove and keep clear any obstructions that may, in any way, adversely affect the proper maintenance and operation of the various utility systems. The easement hereby reserved also shall include the right to construct drainways for surface water wherever and whenever such action may appear to the Association to be necessary. Further, the Association specifically reserves the right to construct, place and maintain within the Common Elements and on any Lot, wells, pumping stations, tanks and other utility system apparatus. These reservations, however, shall not be considered an obligation of the Association to provide or maintain any such utilities or services, except to maintain any such utility systems or services which may now or hereafter be owned by it which are not or shall not be maintained by a utility agency or company. The exercise of this easement for the construction, installation and maintenance of any given utility shall not bar the exercise of this easement for the construction, installation and maintenance of other utilities.

ARTICLE VIII ADMINISTRATION

Section 1. Responsibility for Administration. The administration of The Woodlands and the maintenance, repair, replacement and operation of the Common Elements shall be the responsibility of the Association. Such administration shall be governed by this Declaration and the Articles of Incorporation and By-Laws of the Association, as amended from time to time. The powers and duties of the Association shall be those set forth in said documents, together with those reasonably implied to effect their respective purposes, and shall be exercised in the manner provided therein.

Section 2. Management Agreement. The Board of Directors of the Association may enter into such management agreements as it may deem necessary or advisable for the administration and operation of The Woodlands and the Common Elements and other property subject to

the Association's jurisdiction. The manager shall be a responsible individual or corporation, as the Board of Directors of the Association may determine, having experience adequate for the management of a development of the type provided for in this Declaration. The Board of Directors of the Association shall require that such manager be bonded. Each Lot Owner and member of the Association hereby agrees to be bound by the terms and conditions of all management agreements entered into as hereinabove provided.

Section 3. Limitation of Liability; Indemnification.

Notwithstanding the duty of the Association to maintain, repair and replace parts of the Common Elements, the Association shall not be liable for injury or damage caused by any latent condition of such property and facilities nor for injury or damage caused by natural elements, its member or other persons, nor shall any officer or director of the Association be liable to any of its members for injury or damage caused by such officer or director in the performance of his duties unless due to the willful misfeasance or malfeasance of such officer or director. Each officer and director of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been such an officer or director, or any settlement thereof, whether or not he is such an officer or director at the time such expenses and liabilities are incurred, except in such cases wherein the officer or director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties.

ARTICLE IX
INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements constructed on the Common Elements against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, 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. The Association's Board of Directors or its duly authorized agent also shall obtain a public liability policy covering all Common Elements for the hazards of premises operation or actions arising out of bodily injury, property damage, false arrest, invasion of privacy, libel and slander caused by the negligence of the Association or any of its officers, directors, employees or agents, which public liability policy shall be at least One Million and No/100 Dollars (\$1,000,000.00) single limit as respects the hazards enumerated herein. Premiums for all such insurance shall be common expenses paid for by the Association. Such insurance shall be governed by the provisions hereinafter set forth:

A. All policies shall be written with a company licensed to do business in the State of Georgia.

B. Exclusive authority to negotiate and accept settlement under policies hereafter in force shall be vested in the Association's Board of Directors or its duly authorized agent.

C. The Association's Board of Directors or its duly authorized agent shall conduct an annual insurance review which shall include a replacement cost appraisal, without respect to depreciation, of all insurable improvements constructed on the Common Elements.

D. In acquiring the insurance coverage authorized herein, the Board of Directors of the Association shall make every reasonable effort to secure insurance policies that will provide for the following: (i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its duly

authorized agents and its members and their respective servants, agents, tenants and guests; (ii) a waiver by the insurer of its right to repair or reconstruct instead of paying cash; (iii) that the policies cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual members; and (iv) that the policies cannot be cancelled, invalidated or suspended on account of the conduct of any director, officer, employee or duly authorized agent of the Association without a prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its agent, security deed grantee or any member.

Section 2. Damage and Destruction.

(A) Immediately after any damage or destruction by fire or other casualty to all or any part of the Common Elements, the Association's Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in the Article, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty. Subject to Subsections (B) and (C) of this Section 2, all such damage or destruction shall be repaired or reconstructed as soon as practicable after any such casualty shall occur.

(B) In the event such damage or destruction is not covered by insurance, or the insurance proceeds paid to the Association are not sufficient to defray the cost of such repair or reconstruction, then the Board of Directors of the Association may levy a special assessment, subject to and in accordance with the procedures prescribed by Section 4 of Article VI of this Declaration, to provide funds for such repair or reconstruction.

(C) In the event the insurance proceeds paid to the Association are in excess of the cost of repair or reconstruction, such excess shall be disbursed by the Association as provided in Section 3 of this Article IX.

(D) Any such damage or destruction to the Common Elements shall be repaired or reconstructed unless the proceeds from insurance and a related special assessment, if any, are not sufficient to defray the cost of such repair or reconstruction, in which event the damaged or destroyed area or areas shall not be repaired or reconstructed, but rather shall be cleaned up and maintained in a neat and attractive condition.

Section 3. Disbursement of Proceeds. Proceeds of insurance policies and special assessments, if any, received by the Association in connection with a casualty loss, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repair or reconstruction or cleaning up, as the case may be, as hereinbefore provided; and any proceeds remaining after defraying such costs shall be used by the Association for such purposes as the Board of Directors of the Association shall determine,

ARTICLE X GENERAL PROVISIONS

replace with amendment 8 below

Section 1: Duration. The covenants and restrictions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subjected to this Declaration and their respective heirs, legal representatives, successors, successors-in-title and assigns for a period of twenty (20) years from the date this Declaration shall have been first recorded in the office of the Clerk of the Superior Court of DeKalb County, Georgia, said date being January 2, 1979. After this twenty (20)-year period, said covenants and restrictions shall be extended automatically for successive periods of ten (10) years each unless

replace with amendment 8 below (cont.)

prior to the expiration of any ten (10)-year period thereafter, a written agreement is recorded by the terms of which these covenants and restrictions are changed, modified or extinguished in whole or in part, as may be described in such agreement, which agreement shall be executed (i) by the then Owners of record of at least a majority of the Lots which are then subject to this Declaration, and (ii) by the Association. Every purchaser or grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Section.

Section 2. Amendment. The covenants and restrictions of this Declaration may be amended at any time and from time to time by the Association without the consent of the Lot Owners whose Lots are then subject to this Declaration if such amendment does not affect adversely the rights of such Lot Owners. The covenants and restrictions of this Declaration may be amended at any time and from time to time by an agreement signed by the Association and by at least two-thirds (2/3) of the Owners of record whose Lots are then subject to this Declaration. Any such amendment shall not become effective until the instrument evidencing such change has been recorded. Every purchaser or grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided in this Section.

Section 3. Enforcement. In the event of a violation or breach, or threatened violation or breach, of any of the covenants and restrictions contained in this Declaration, the Association or any Lot Owner, jointly and severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent a threatened violation or breach. The Association in addition to all other remedies, shall have the right to enter upon any portion of The Woodlands where such violation exists and summarily abate or remove, at the expense of the Lot Owner, and using such force as may be reasonably necessary, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, if after thirty (30) days' written notice of such violation it shall not have been corrected by such Lot Owner. Neither the Association nor its directors, officers, employees or agents shall be deemed guilty or liable for any manner of trespass for such entry, abatement or removal. Should the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the Lot Owner of such Lot or Lots. Inasmuch as the enforcement of the covenants and restrictions contained in this Declaration was essential for the effectuation of the general plan of improvement contemplated by the Declarant hereby and is essential for the continuation and perpetuation of said general plan of improvement and for the protection of present and future Owners of Lots in The Woodlands, it is hereby declared that any violation or breach of the provisions of this Declaration cannot be adequately compensated by recovery of damages, and that the Association or any Lot Owner, in addition to all other remedies, may require and shall be entitled to the remedy by injunction to restrain any such violation or breach or threatened violation or breach. No delay, failure or omission on the part of the Association or any Lot Owner in exercising any right, power or remedy herein provided shall be construed as an acquiescence therein or shall be deemed to be a waiver of the right to do so thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, of the covenants and restrictions contained in this Declaration, however long continued, or for imposing covenants and restrictions herein which may be unenforceable.

Section 4. Interpretation. In all cases, the covenants and restrictions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Association, will best effect the intent of the general plan of development and maintenance set forth hereinabove. The covenants and restrictions shall be liberally interpreted; and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective.

Section 5. Dedication to Public Use. Nothing in this Declaration, nor the recording of any plat pursuant hereto, shall dedicate to public use any of the roads, driveways, parks, recreational areas or other parts of the Common Elements or property included as a part of The Woodlands.

Section 6. Delegation and Assignability. Successor Declarant having, by virtue of that certain said Agreement dated February 16, 1988, delegated and assigned to the Association all rights and functions reserved to Declarant, its successors and assigns, prior to said date, the Board of Directors of the Association (or such person or committee to whom the said Board of Directors may delegate any such right or function) shall have the power and authority to perform or exercise all such rights and functions set forth in this Declaration.

Section 7. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid; but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any other provision which can be given effect without the invalid provision or application; and, to this end, the provisions of this Declaration are declared to be severable.

Section 8. Captions. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Articles or Sections to which they refer.

IN WITNESS WHEREOF, the undersigned, being the Association herein, has hereunto caused this codification of the Declaration of Covenants, Conditions, Easements and Restrictions for The Woodlands to be executed under seal by its duly authorized officers this 1st day of December, 1988.

THE WOODLANDS ASSOCIATION, INC.

Signed, sealed and delivered by
The Woodlands Association, Inc.
in the presence of:

By:

R. Furman Ferguson
R. FURMAN FERGUSON
President

Anna B. Lurr
Witness

Attest:

Charles W. Scott
CHARLES W. SCOTT
Secretary

Bruce V. Belicka
Notary Public
Notary Public, Georgia, State at Large
My Commission Expires Mar. 29, 1999

[Notary Stamp]

[Notary Seal]

[Corporate Seal]

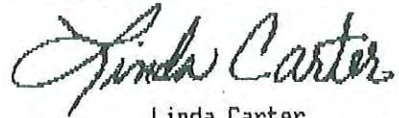


EXHIBIT "A"

ATTACHED TO AND MADE A PART OF
CODIFICATION OF DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR THE WOODLANDS

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 339 and 341 of the 6th District and Land Lots 373 and 382 of the 18th District of DeKalb County, Georgia, known as The Woodlands, Unit One, Unit Two, Unit Three, Unit Four and Unit Five, according, respectively, to plats of survey for Dunwoody Development Co., Inc., prepared, for said Units One through Four, inclusive, by Civil Design, Inc. and bearing the certification of John E. Didicher, Georgia Registered Land Surveyor Number 1905, and prepared for said Unit Five by Watts & Browning, Engineers, and bearing the certification of A. W. Browning, Georgia Registered Land Surveyor Number 490; plat for said Unit One being dated December 6, 1978, last revised January 9, 1986, and recorded in Plat Book 81, page 78, DeKalb County, Georgia records; plat for said Unit Two being dated March 19, 1981, last revised September 12, 1984, and recorded in Plat Book 78, page 71, aforesaid records; plat for said Unit Three being dated April 2, 1982, last revised October 9, 1984, and recorded in Plat Book 78, page 99, aforesaid records; plat for said Unit Four being dated May 16, 1983, last revised September 12, 1984, and recorded in Plat Book 78, page 70, aforesaid records; and plat for said Unit Five being dated July 28, 1983, last revised June 12, 1985, and recorded in Plat Book 80, page 27, aforesaid records; and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at an iron pin found on the southwesterly right-of-way of Dunwoody Club Drive located 300.48 feet northwesterly, as measured along the southwesterly right-of-way of Dunwoody Club Drive (a right-of-way in favor of DeKalb County, Georgia of 40 feet, at that point, from centerline to the southwest), from the intersection formed by the westerly right-of-way of Jett Ferry Road (a right-of-way in favor of DeKalb County, Georgia of 50 feet) and the southwesterly right-of-way of Dunwoody Club Drive; running thence north $51^{\circ} 27' 52''$ west along the southwesterly right-of-way of Dunwoody Club Drive, a distance of 57.57 feet which is the POINT OF BEGINNING; running thence north $51^{\circ} 27' 52''$ west along the southwesterly right-of-way of Dunwoody Club Drive, a distance of 707.66 feet to a point; running thence north $18^{\circ} 27' 21''$ east a distance of 2.20 feet to a point (at said point northwesterly from which the right-of-way of Dunwoody Club Drive in favor of DeKalb County, Georgia becomes 35 feet from centerline to the southwest); running thence north $51^{\circ} 27' 52''$ west along the southwesterly side of Dunwoody Club Drive a distance of 889.99 feet to a point; running thence northwesterly along the southwesterly side of Dunwoody Club Drive and following the curvature thereof an arc distance of 137.65 feet (said arc having a chord distance of 137.43 feet) to a point; running thence south $07^{\circ} 25' 47''$ west a distance of 631.74 feet to an iron pin set; continuing thence south $07^{\circ} 25' 47''$ west a distance of 18.08 feet to an iron pin found; running thence south $04^{\circ} 58' 16''$ west a distance of 345.01 feet to an iron pin found on the northeast line of Land Lot 382 of the 18th District of DeKalb County, Georgia; running thence south $72^{\circ} 55' 56''$ east a distance of 245.27 feet to an iron pin found; running thence south $71^{\circ} 40' 22''$ east a distance of 168.00 feet to a point; running thence south $71^{\circ} 40' 19''$ east a distance of 88.55 feet to an iron pin found; running thence south $07^{\circ} 06' 33''$ west a distance of 183.61 feet to a point; running thence south $81^{\circ} 21' 21''$ east a distance of 224.56 feet to a point; running thence north $86^{\circ} 33' 39''$ east a distance of 339.58 feet to a point; running thence north $81^{\circ} 01' 45''$ east a distance of 88.34 feet to a point; running thence south $74^{\circ} 51' 06''$ east a distance of 120.16 feet to a point; running thence north $54^{\circ} 34' 32''$ east a distance of 90.91 feet to an iron pin found; running thence north $39^{\circ} 18' 13''$ east a distance of 264.52 feet to a point on the southwesterly right-of-way of Dunwoody Club Drive and the POINT OF BEGINNING.



Linda Carter
Clerk of Superior Court DeKalb Cty. Ga.
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STATE OF GEORGIA

CROSS REFERENCE: Deed Book 6303

Page 313

COUNTY OF DEKALB

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR THE WOODLANDS**

WHEREAS, Dunwoody Development Co., Inc., recorded a Declaration of Covenants, Conditions, Easements and Restrictions for The Woodlands on January 2, 1979, in Deed book 3960, Page 451, DeKalb County, Georgia records (hereafter the "Original Declaration"); and

WHEREAS, the Original Declaration, as amended was codified and compiled by an Amendment recorded on December 1, 1988, in Deed Book 6303, Page 314, et seq., DeKalb County, Georgia Records (hereafter the "Declaration"); and

WHEREAS, Article X, Section 2 of the Declaration provides for amendment of the Declaration by an agreement signed by the Association and by at least two-thirds (2/3) of the Owners of record whose Lots are then subject to the Declaration; and

WHEREAS, the Association and at least two-thirds (2/3) of the Lot Owners have signed an agreement to this amendment; and

D. Article VI, Section 8 is hereby amended by deleting that Section in its entirety and substituting the following therefor:

amendment 4

(c) If assessments and other charges or any part thereof remain unpaid more than thirty (30) days after the assessment payments first become delinquent, then the Owner's voting rights may be suspended by the Board and the Owner excluded from quorum and voting requirements, as provided in the Act, until full payment is made, and, further, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the By-Laws, the Act and Georgia law and suspend the Owner's and occupant's right to use the Common Elements as provided in the Act.

amendment 5

amendment 6

-3-

4.

Article III, Section 6(L) shall be amended by adding the following thereto:

amendment 11

Garages shall not be used for personal property storage or other uses if vehicles are thereby displaced to the driveway, and the original capacity of each garage (rather than the driveway) shall be fully utilized for overnight parking.

5.

Article III shall be amended by adding Section 14 thereto as follows:

amendment 12

Section 14. Leasing.

The Board shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Declaration and Bylaws, in order to enforce the provisions of this Paragraph.

(a) Definition. "Leasing," for purposes of this Declaration, is defined as regular occupancy of a Lot by any person or persons other than the Owner. Provided, however, for purposes of this Declaration, leasing shall not include occupancy by a child, parent or "in-law" of an Owner. For purposes hereof, occupancy by a roommate of an Owner who occupies the Lot as such Owner's primary residence shall not constitute leasing hereunder.

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

(i) General. Lots (and all Structures thereon) may be leased only in their entirety; no fraction or portion may be leased. All leases shall be in writing. There shall be no subleasing of Lots or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than twelve (12) months, except with written Board approval. Within seven (7) days after executing a lease agreement for the lease of a Lot, the Lot Owner shall provide the Board with a copy of the lease and the name of the lessee and the names of all other people to occupy the Lot. The Lot Owner must provide the lessee copies of the Declaration, Bylaws, and the Rules and Regulations.

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

Any violation of the Declaration, Bylaws, or Rules and Regulations adopted pursuant thereto by the lessee, any Occupant, or any person living with the 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 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 violations of the Declaration, By-Laws, and the Rules and Regulations adopted pursuant thereto.

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

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Linda Carter

Linda Carter
Clerk of Superior Court Dekalb Cty. Ga.
I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS THE SAME APPEARS IN MY OFFICE

This 7th day of February, 2002

THE WOODLANDS ASSOCIATION, INC.

By: *James W. Allison* [SEAL]
President

Attest: *Frances M. Sturgis* [SEAL]
Secretary

[CORPORATE SEAL]

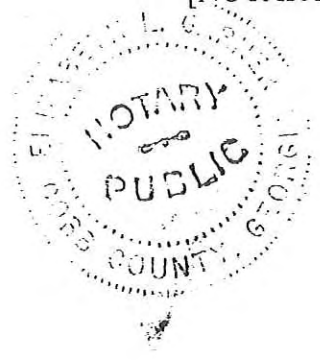
Sworn to and subscribed to
before me this 7th day of
February, 2002

Catherine Brunkman
Witness

Elizabeth L. Garner
Notary Public

[NOTARY SEAL]

NOTARY PUBLIC, COBB COUNTY, GEORGIA
MY COMMISSION EXPIRES NOVEMBER 16, 2003



2015149761 DEED BOOK 25241 Pg 654


Real Estate Transfer Tax \$0.00

Filed and Recorded:
11/3/2015 11:51:47 AM
Debra DeBerry
Clerk of Superior Court
DeKalb County, Georgia

Return after recording to:
Stephen A. Winter, Esq.
Winter, Capriola, Zenner LLC
3490 Piedmont Road, N.E.
Suite 800
Atlanta, Georgia 30305

Cross Reference: Deed Book 6303
Page 313

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS, AND RESTRICTIONS FOR THE WOODLANDS**

This Amendment to Declaration of Covenants, Conditions, Easements and Restrictions and for The Woodlands (the "**Amendment**") is made on this 27th day of OCTOBER, 2015 by The Woodlands Association, Inc. (hereinafter, the "**Association**"), in accordance with the provisions of the Declaration.

W I T N E S S E T H:

WHEREAS, on January 2, 1979, Dunwoody Development Co., Inc. recorded that certain Declaration of Covenants, Conditions, Easements and Restrictions for The Woodlands, in Deed Book 3960, Page 451, DeKalb County, Georgia records (the "**Original Declaration**");

WHEREAS, the Original Declaration, as amended, was compiled and restated by that certain Codification of Declaration of Covenants, Conditions, Easements and Restrictions for The Woodlands, recorded on December 1, 1988, in Deed Book 6303, Page 313, *et seq.*, aforesaid records; and as amended by that certain Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions for The Woodlands, recorded on February 19, 2002, in Deed Book 12955, Page 2120, *et seq.*, aforesaid records (hereinafter, as amended and supplemented, the "**Declaration**");

WHEREAS, The Woodlands Association, Inc., a Georgia nonprofit corporation, is the "Association" as said term is used and defined in the Declaration;

WHEREAS, Article X, Section 2 of the Declaration provides that said Declaration may be amended at any time and from time to time by an agreement signed by the Association and by at least two-thirds (2/3) of the Owners of record whose Lots are then subject to this Declaration; and

WHEREAS, the following Amendment has been approved by signed agreement of at least two-thirds (2/3) of the Owners, as evidenced by the Certification of Approval attached hereto as Exhibit "A".

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

1. Article III, Section 13 of the Declaration entitled "Regulations of Signs", is amended by deleting said Section 13 in its entirety, and substituting therefor, a new Section 13, which shall read as follows:

amendment 13

"Section 13. Regulation of Signs." No sign shall be erected or maintained on any Lot except one professionally lettered builder or realtor sign or sign of the Owner advertising the Lot and dwelling for sale or rent, which signs are subject to the approval of the Association acting through any of its officers or its Board of Directors. Such sign shall not be more than six (6) square feet in area. Additionally, professional security company signs are permitted. That includes free standing signs [not to exceed twelve (12) inches in diameter] and decal signs on mailboxes [not to exceed five (5) inches in diameter]."

2. Except as otherwise defined herein, capitalized terms, as used in this Amendment, shall have the meanings ascribed to such terms in the Declaration.

3. Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Amendment to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect the application of such provision to any other person or property or the validity of any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Amendment are declared to be severable.

4. In the event of any conflict or inconsistency between the terms and provisions of this Amendment and the terms and provisions of the Declaration or Bylaws of the Association, the terms of this Amendment shall control. Except as amended hereby, the Declaration, as previously amended, shall remain in full force and effect. This Amendment shall be effective upon recording in the DeKalb County, Georgia records.

IN WITNESS WHEREOF, the Association, by and through its Board of Directors, hereby certifies that this Amendment was duly adopted by the requisite approval of the Board of Directors on the date and year first above written.

THE WOODLANDS ASSOCIATION, INC.,
a Georgia nonprofit corporation

Signed, sealed and delivered
in the presence of:

By:

Print Name: Timothy A. Graves
Print Title: President

Unofficial Witness

Kenneth S. Harris

Notary Public

Attest:

Print Name: PAUL E. McDONALD
Print Title: Secretary

My Commission Expires



EXHIBIT "A"

Certification of Approval

The undersigned officers of The Woodlands Association, Inc. hereby swear under oath that the above Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions and for The Woodlands was approved by an agreement signed by the Association and by at least two-thirds (2/3) of the Owners of record.

Sworn to and subscribed before me
this 27th day of October, 2015.

Kenneth A Harris
Notary Public

My Commission Expires: 04-21-2019

[NOTARY SEAL]



By: Timothy A. Graves
Print Name: Timothy A. Graves
President

Attest: Paul E. McDonald
Print Name: PAUL E. McDONALD
Secretary

