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*Jay C. Stephenson*  
Jay C. Stephenson  
Clerk of Superior Court Cobb Cty. Ga.

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

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

STATE OF GEORGIA  
COUNTY OF COBB

Reference: Deed Book: 10536  
Page: 141



**AMENDED AND RESTATED DECLARATION OF COVENANTS,**  
**CONDITIONS AND RESTRICTIONS FOR**  
**MADISON WOODS IIIA, INC.**

WHEREAS, Steve Simpson Investments, Inc., a Georgia corporation, recorded a Declaration of Covenants, Conditions, Restrictions and Easements for Madison Woods Subdivision, recorded on July 31, 1997, in Deed Book 10536, Page 141, et seq., Cobb County, Georgia Records (hereinafter referred to as the "Original Declaration"); and

WHEREAS, a plat entitled "Final Plat of Madison Woods" prepared by Gaskins Surveying Company dated July 2, 1997 was filed in Plat Book 168, Page(s) 78, Cobb County, Georgia Records; and

WHEREAS, Article VIII, Section 7 of the Original Declaration provides for amendment of the Original Declaration by the signed agreement of seventy five (75%) of the Owners of Lots; and

WHEREAS, at least seventy five (75%) of the Owners of Lots desire to amend the Original Declaration and have approved this amendment;

**THIS AMENDMENT SUBMITS THE PROPERTY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. SECTION 44-3-220, ET SEQ.**

**CLOSING ATTORNEYS SHOULD CONTACT THE ASSOCIATION FOR ESTOPPEL CERTIFICATES REGARDING BOTH ASSESSMENTS/CHARGES DUE ON LOTS AND ANY UNCURED ARCHITECTURAL VIOLATIONS OR UNAUTHORIZED IMPROVEMENTS ON LOTS, PURSUANT TO THE PROVISIONS HEREOF.**

WHEREAS, Article VIII, Section 7 of the Original Declaration provides for amendment of the Original Declaration with the signature of the Declarant, Steve Simpson Investments, Inc., so long as Declarant owns any real property subject to the Declaration;

WHEREAS, Declarant currently owns real property subject to the Declaration and has signified his consent to the amendment by signing below;

WHEREAS, in accordance with O.C.G.A. § 14-3-1021, the Bylaws of Madison Woods HOA, Inc. Association, Inc. ("Original By-Laws"), may be amended by two-thirds of the votes cast by the members entitled to vote or by a majority of the voting power, whichever is less; and

WHEREAS, at least the lesser of two-thirds (2/3) of the votes cast by the members entitled to vote or a majority of the voting power has approved this amendment to the Original By-Laws; and

WHEREAS, these Amendments do 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 these Amendments do 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 these Amendments, then these Amendments shall not be binding on the first Mortgage Holder so involved, unless such first Mortgage Holder consents to these Amendments; and if such consent is not forthcoming, then the provisions of the Original Declaration and Original By-Laws effective prior to these Amendments shall control with respect to the affected first Mortgage Holder;

NOW, THEREFORE, the Original By-Laws and the Original Declaration and all exhibits thereto are hereby stricken in their entirety and the following is simultaneously substituted therefor:

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**THIS AMENDMENT SUBMITS THE PROPERTY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. SECTION 44-3-220, ET SEQ.**

**CLOSING ATTORNEYS SHOULD CONTACT THE ASSOCIATION FOR ESTOPPEL CERTIFICATES REGARDING BOTH ASSESSMENTS/CHARGES DUE ON LOTS AND ANY UNCURED ARCHITECTURAL VIOLATIONS OR UNAUTHORIZED IMPROVEMENTS ON LOTS, PURSUANT TO THE PROVISIONS HEREOF.**

**AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
MADISON WOODS**

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**AMENDED AND RESTATED DECLARATION OF COVENANTS,**

**CONDITIONS AND RESTRICTIONS FOR**

**MADISON WOODS**

1. NAME.

The name of the property is Madison Woods, 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 Georgia Property Owners' Association Act or the Georgia Nonprofit Corporation Code. Unless the context otherwise requires, certain terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall be defined as follows:

(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) Architectural Control Committee or ACC means the committee established to exercise the architectural review powers set forth in Paragraph 10 hereof.

(c) 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-of-way within or adjacent to the Property, may be considered by the Board to be part of the Area of Common Responsibility.

(d) Articles or Articles of Incorporation mean the Articles of Incorporation of Madison Woods HOA, Inc., filed with the Secretary of State of the State of Georgia.

(e) Association means Madison Woods HOA, Inc., a Georgia nonprofit corporation, its successors or assigns.

(f) Association Instruments means this Declaration and all exhibits hereto, including the Association's Bylaws, and the plats, all as may be supplemented or amended.

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

(h) Bylaws mean the Bylaws of Madison Woods HOA, Inc., attached to this Declaration as Exhibit "B" and incorporated herein by this reference.

(i) 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.

(j) Common Expenses mean the expenses anticipated or actually incurred by the Association in maintaining, repairing, replacing, and operating the Common Property and otherwise for the benefit of all Lots.

(k) 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.

(l) Domestic Partner shall mean any adult who cohabitates with an Owner, and who has been designated as the Owner's Domestic Partner in a written statement, signed by the Owner and filed with the Association's Secretary. A person shall no longer be a Domestic Partner upon the Secretary's receipt of a written termination notice, signed by either the Owner or the Domestic Partner.

(m) Effective Date means the date that this Declaration is recorded in the Cobb County, Georgia land records.

(n) Electronic Record means information created, transmitted, received, or stored by electronic means and retrievable in human perceivable form.

(o) Electronic Signature means a signature created, transmitted received, or stored by electronic means and includes but is not limited to a secure electronic signature.

(p) Eligible Mortgage Holder means a holder of a first mortgage secured by a Lot who has requested notice of certain items under Paragraph 16(c) hereof.

(q) Lot means a portion of the Property intended for ownership and use as a single-family dwelling site as permitted in this Declaration and as shown on the plats for the Property, or amendments or supplements thereto, recorded in the Cobb County, Georgia land records.

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

(s) 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.

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

(u) Occupant means any Person occupying all or any portion of a 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.

(v) 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.

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

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

(y) Property means that real estate which is submitted to the Act and the provisions of this Declaration, as described in Exhibit "A" attached hereto and incorporated herein by reference. 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.

(z) Secure Electronic Signature means an electronic or digital method executed or adopted by a party with the intent to be bound by our to authenticate a record, which is unique to the person using it, is capable of verification, is under the sole control of the person using it, and is linked to data in such a manner that if the data are changed, the electronic signature is invalidated.

### 3. LOCATION, PROPERTY DESCRIPTION AND PLATS.

The Property subject to this Declaration and the Act is located in Land Lots 311 and 312, of the 20th District of Cobb County, Georgia, being more particularly described in Exhibit "A" attached to this Declaration, which exhibit is specifically incorporated herein by this reference. A plat of survey relating to the Property has been

filed in Plat Book 168, Page 78, of the Cobb County, Georgia records. The plat of survey is incorporated herein by reference as fully as if the same were set forth in their entirety herein.

4. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.

(a) Membership. Every Owner shall be deemed to have a membership in the Association. This 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 the Owner's membership. No Owner, whether one or more Persons, shall have 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. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The 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 or Domestic Partner, but in no event shall more than one (1) vote be cast or more than one (1) office held for each Lot owned.

(b) Voting. Members shall be entitled to one (1) equal vote for each Lot owned. When more than one (1) Person holds an ownership interest in any Lot, the vote for such 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 if more than one (1) Person seeks to exercise it.

5. 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 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.

(i) 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 Lots or significantly disproportionately benefiting all Lots may be specially assessed equitably among all of the Lots which are benefited according to the benefit received.

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

For purposes of this subparagraph, nonuse shall constitute a benefit to less than all Lots or a significant disproportionate benefit among all Lots only when such nonuse results in an identifiable, calculable reduction in cost to the Association.

6. 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, including the Lots 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 means of enforcing such documents or provisions by either the Association or, in an appropriate case, by an aggrieved Owner;

(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 development and 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 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;

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

(g) 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 Owners. However, except for seasonal closing of the pool, the Owners 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;

(h) to enter into Lots for maintenance, emergency, security, or safety purposes, or otherwise to discharge or exercise its powers or responsibilities hereunder, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after reasonable notice to the Owner or Occupant of the Lot. For purposes hereof, any water or other utility leak, fire, strong foul odor, obvious insect infestation or sounds indicating that a person or animal might be injured or sick and require immediate medical attention shall be considered emergencies justifying immediate entry into a dwelling. 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; and

(i) to acquire, lease, hold, and dispose of tangible and intangible personal property and real property.

7. ASSESSMENTS.

(a) Purpose of Assessment. The Association shall have the power to levy assessments as provided herein and in the Act. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Lots, as may be authorized by the Board.

(b) Creation of the Lien and Personal Obligation For Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments, to be established and collected as hereinafter provided; and (iii) specific special assessments levied by the Board hereunder against any particular Lot, including, but not limited to, reasonable fines imposed hereunder and assessments levied under Paragraph 5(b) hereunder.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred, and if the Board so elects, rents, in the maximum amount permitted under the Act, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. Each Owner 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. The Association, in the Board's discretion, may, but shall not be obligated to, record a notice of such lien in the Cobb County, Georgia records evidencing the lien created under the Act and this Declaration.



Assessments shall be paid in such manner and on such dates as may be fixed by the Board. No Owner may exempt himself or herself from liability, or otherwise withhold payment of assessments, for any reason whatsoever, including, but not limited to, nonuse of the Common Property, the Association's failure to provide services or perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties.

The lien provided for herein shall have priority as provided in the Act.

(c) Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

(i) If the annual assessment or any part thereof is not paid in full within ten (10) days of the due date, or such later date as may be provided by the Board, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner, and interest at the rate of ten (10%) percent per annum or such higher rate as permitted by the Act shall accrue from the due date.

(ii) If part payment of assessments and related charges is made, the amount received may be applied by the Board, in respective order, to costs and attorney's fees, 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.**

(iii) If the Board permits payment of the annual assessments in installments, and assessments, fines or other charges, or any part thereof, due from an Owner remain delinquent and unpaid for more than fifteen (15) days from the date due, then the Board may accelerate and declare immediately due all of that Owner's unpaid installments of the annual assessment with ten (10) days written notice.

(iv) If assessments, fines or other charges, or any part thereof, remain unpaid more than thirty (30) days after the assessment payments first become delinquent, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, the Act and Georgia law, including reasonable attorney's fees actually incurred, and suspend the Owner's and Occupant's right to use the Common Property (provided, however, the Board may not deny ingress or egress to or from the Lot).

(d) Continuation of Operating Budget and Assessment. 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 the coming year. The Board shall cause the budget and notice of the assessment(s) to be delivered to each member at least thirty (30) days prior to the due date for such assessment, or the first installment thereof. The budget and the assessment shall become effective unless disapproved at a duly called Association meeting by a vote of a majority of the total Association membership.

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. In addition to the annual assessment provided for in subparagraph (b) above and assessments authorized under Paragraphs 5(b) and 9(b) hereof, the Board may at any time levy a special assessment against all Owners, with notice thereof sent to all Owners. However, any special assessment which would cause the total of special assessments levied against any Lot in one calendar year to exceed two hundred (\$200.00) dollars first

must be approved by at least two-thirds (2/3) of those Owners either voting by ballot or written consent under Article II, Section 8 of the Bylaws, or present or represented by proxy at a duly called special or annual meeting of the members, notice of which shall specify that purpose.

(f) Capital Budget and 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) above.

(g) Statement of Account. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a 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 such 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 (\$10.00) dollars or such higher amount as may be authorized under 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 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) 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.

(i) Transfer Fee. Unless otherwise waived by the Board of Directors, in addition to the annual, special, and other assessments provided for herein, the purchaser or grantee of every Lot subject to this Declaration on the recording date hereof, and all Lots submitted to this Declaration on or after the recording date hereof, shall be assessed and be subject to a non-refundable Transfer Fee. The Transfer Fee shall be collected at the closing of each and every conveyance or transfer of the Lot to any person other than to the spouse or heir of the Owner. The Transfer Fee shall be in the amount of ninety percent (90%) of the annual assessment for the subject year. The Transfer Fee shall constitute a specific special assessment and continuing lien against such Lot, and a personal obligation of the Owner of such Lot, from the time it is due until it is paid in full, pursuant to this Article.

## 8. INSURANCE.

(a) Hazard Insurance on Common Property and Lots. The Association's Board or its duly authorized agent shall have the authority to and 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) Association Liability and Directors' and Officers' Liability Insurance. 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 (\$1,000,000.00) dollars.

(c) Premiums and Deductible on Association Policies. 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) Policy Terms. All such insurance coverage obtained by the Board shall be written in the name of the Association, as trustee, for the respective benefited parties, as further identified in subparagraph (ii) below. Such insurance shall be governed by the provisions hereinafter set forth:

(i) All policies shall be written with a company licensed to do business in Georgia.

(ii) All policies on the Common Property shall be for the benefit of the Association and its members.

(iii) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(iv) In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

(v) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the county where the Property is located.

(vi) The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(1) a waiver of subrogation by the insurer as to any claims against the Board, the Association's manager, the Owners and their respective tenants, servants, agents, and guests;

(2) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(3) a provision that no policy may be canceled, invalidated, suspended or subjected to nonrenewal on account of any one or more individual Owners;

(4) a provision that no policy may be canceled, invalidated, suspended, or subjected to nonrenewal on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Owner or Mortgagee;

(5) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(6) that no policy may be canceled or substantially modified or subjected to nonrenewal without at least thirty (30) days' prior written notice to the Association.

(e) Additional Association Insurance. In addition to the other insurance required by this Paragraph, the Board shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds or dishonesty insurance. The amount of fidelity coverage or dishonesty insurance shall be determined in the directors' best business judgment, but if reasonably available, shall not be less than three (3) months assessments plus a reasonable amount to cover all or a reasonable portion of reserve funds in the custody of the Association at any time during the term of the bond; provided, however, fidelity coverage herein required may be reduced based on financial controls which take one or more of the following forms: (a) the Association or management company, if any, maintains a separate bank account for the working account and the reserve account, each with appropriate access controls and the bank in which funds are deposited sends copies of the

monthly bank statements directly to the Association; (b) the management company, if any, maintains separate records and bank accounts for each association that uses its services and the management company does not have the authority to draw checks on, or to transfer funds from, the Association's reserve account; or (c) two Board members must sign any checks written on the reserve account. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled, substantially modified, or subjected to nonrenewal without at least thirty (30) days' prior written notice to the Association. The Association shall also obtain construction code endorsements, steam boiler coverage, and flood insurance, if and to the extent necessary to satisfy the requirements of The Mortgage Corporation or the Federal National Mortgage Association.

(f) Individual Lot Owner Insurance. Each Owner shall carry blanket all-risk casualty insurance, if reasonably available, or if not reasonably available, fire and extended coverage, on his or her Lot and structures constructed thereon meeting the same requirements as set forth in subparagraphs (a) and (c) of this Paragraph for insurance on the Common Property. Each Owner further covenants and agrees that, in the event of damage and destruction of structures on his Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Paragraph 9 of this Declaration, unless a determination not to rebuild is made in accordance with Paragraph 9 hereof. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds. If the structure is totally destroyed and a determination is made not to rebuild or to reconstruct, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction, and thereafter the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with the Community-Wide Standard.

(g) Insurance Deductibles. In the event of an insured loss under the Association's casualty policy, any required deductible shall be considered a maintenance expense to be paid by the Association or the Person or Persons who would be responsible for such loss in the absence of insurance in the same proportion for which they otherwise would be responsible bears to the total damage incurred. If any Owner fails to pay the deductible when required hereunder, then the Association can pay the deductible and assess the cost to the Owner or Owners pursuant to Paragraphs 5(b) and 7 hereof.

## 9. REPAIR AND RECONSTRUCTION.

In the event of damage to or destruction of all or any part of the Property insured by the Association as a result of fire or other casualty, unless eighty (80%) percent of the Lot Owners, including the Owner(s) of any damaged Lot(s), 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. In the event of substantial damage or destruction, each institutional holder of a first Mortgage shall be entitled to written notice of the damage, and nothing in these documents shall be construed to afford a priority to any Lot Owner with respect to the distribution of proceeds to any such Lot.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to the Property, the Board shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures (including any damaged Lot) 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 Lot Owners without the necessity of a vote of the members or compliance with Paragraph 7(e) above. If, 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 Property was originally constructed, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the

original plans and specifications are approved by the Board. To the extent insurance proceeds are available, the Association may reconstruct or repair owner improvements damaged as a result of fire or other casualty.

(d) Encroachments. Encroachments upon or in favor of Lots which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Lot Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Property was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed building shall stand.

(e) Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against Lot Owners 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), Owners and/or personnel performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Board.

(f) Damage to or Destruction of Dwellings on Lots. In the event of damage to or destruction of structures on a Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Paragraph 10 of this Declaration, unless a determination not to rebuild is made by the Lot Owner in cases of substantial damage or destruction. If the structure is substantially destroyed and a determination is made not to rebuild or to reconstruct, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction, and, thereafter, the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with the Community-Wide Standard.

#### 10. ARCHITECTURAL CONTROLS.

(a) Except as otherwise provided herein, no Owner, 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 Lot,
- (iii) make any exterior change, alteration or construction on a Lot (including painting, regrading or significant landscaping modifications), or any alteration of the Lot which affects the exterior appearance of the 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 Lot, on the dwelling on the Lot, in any windows of the dwelling (other than appropriate window treatments permitted under Paragraph 11 hereof), 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, one least one member 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 Lot for which plans and specifications have been submitted for approval. The Owner of any such 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) Appeal. In the event that the ACC or its designated representative disapproves any application or part thereof, an Owner shall have the right to appeal the ACC's decision to the Board of Directors. The Board shall rule on the appeal within forty-five (45) days of receiving written notice requesting an appeal from the Owner. In ruling on the appeal, the Board shall consider all relevant materials presented to it by either the Owner or the ACC, the decision of the ACC, and the application of the Owner to the ACC. The Board of Directors shall have the final authority to approve, disapprove, or conditionally approve or disapprove the application of the Owner. If the Board does not receive written notice from the Owner by certified mail requesting an appeal within fourteen (14) days from the date of the ACC's notice to the Owner of its decision, the decision of the ACC shall become final and all rights of appeal shall terminate and thereafter be void.

(d) Condition of Approval. As a condition of approval for a requested architectural change, modification, addition or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance to and on such change, modification, addition or alteration. In the discretion of the Board or the ACC, an Owner may be made to verify such condition of approval by written instrument in recordable form acknowledged by such Owner on behalf of himself or herself and all successors-in-interest.

(e) 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.

(f) No Waiver of Future Approvals. Each Owner 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.

(g) 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 Owner 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 Owner fail to do so, the Board or its designees shall have the right, in addition to all other available remedies, to enter the property, remove the violation and restore the property, or obtain a court order compelling the violating Owner to do so. All costs thereof, including reasonable attorney's fees, may be assessed against such 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 Lot. Furthermore, the Board shall have the authority to record in the Cobb County land records notices of violation of the provisions of this Paragraph.

If any Owner 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.

(h) 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 Owner, all work approved by the ACC hereunder shall be completed within 90 days of commencement.

11. USE RESTRICTIONS.

Each Owner of a Lot shall be responsible for ensuring that the Owner'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 Owner 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 Owner's family, guests, tenants or Occupants, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or Occupants.

Use restrictions regarding use of 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 Lots.

(i) Residential Use. Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot, except that the Owner or Occupant residing in a dwelling on a Lot may conduct such ancillary business activities within the dwelling so long as:

(1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the dwelling;

(2) the business activity does not involve visitation of the dwelling by employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a residential dwelling without business activity;

(3) the business activity conforms to all zoning requirements for the Property;

(4) the business activity does not increase traffic in the Property in excess of what would normally be expected for residential dwellings in the Property without business activity (other than by deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services);

(5) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage;

(6) 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 determined in Board's discretion; and

(7) 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 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.

(ii) Number of Occupants. The maximum number of occupants in a dwelling on a 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 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 Lot. The designated person(s) to occupy the dwelling may not be changed more frequently than once every six (6) months.

(b) Subdivision of Lots and Outbuildings No Lot may be subdivided into a smaller Lot and no structure of a temporary character, trailer, tent, shack, carport, garage, barn or other outbuilding shall be erected or used by any Owner or Occupant on any portion of the Property, at any time, either temporarily or permanently.

(c) 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, an Owner or Owners may reserve portions of the Common Property for use for a period of time as set by the Board. Any such Owner or Owners 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.

(d) Prohibition of Damage, Nuisance and Noise. Without prior written Board consent, nothing shall be done or kept on the Property or any part thereof which would increase the rate of insurance 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, offensive or unsanitary activity shall not be carried on upon the Property. No Owner or Occupant may use or allow the use of the Lot or any portion of the Property at any time, in any way, which may endanger the health or property of other Occupants, unreasonably annoy, disturb or cause embarrassment or discomfort to other Owners or Occupants, or, in the Board's discretion, constitute a nuisance. The intention of this provision is to grant the Association and aggrieved Owners and Occupants a right of redress for actions, activities or conduct which unreasonably disturbs or impairs the peaceful and safe enjoyment of the Property. In this regard, specific unauthorized and unreasonable annoyances or disturbances shall include, but not be limited to, the following:

- (i) Any screaming, shouting, excessively loud talking, whistling, or playing of music or television either outside of a Lot at any time or within a Lot if such conduct can be heard in the normal course of activities in any other Lot(s);
- (ii) Any fighting, raucous behavior or insobriety either outside of a Lot at any time or within a Lot if such conduct can be heard in the normal course of activities in any other Lot(s);
- (iii) The use of any alarm, equipment, or device, mechanical or otherwise, which creates or produces excessively loud sounds or any vibrations either outside of a Lot at any time or within a Lot if such sounds can be heard or vibrations felt in the normal course of activities in any other Lot(s);
- (iv) Any threatening or intimidating conduct towards any resident, guest or pet at the Property;
- (v) Any conduct which, in the Board's reasonable discretion, creates any danger or risk of injury to others or damage to property at the Property or which creates any threat to health or safety of any other resident or pet;
- (vi) Any excessively loud play or playground activities either outside of a Lot at any time or within a Lot if such conduct can be heard in the normal course of activities in any other Lot (s);
- (vii) Any conduct which creates any noxious or offensive odor either outside of a Lot at any time or within a Lot if such odors can be detected in the normal course of activities in any other Lot (s);
- (viii) Any similar action or activity outside of a Lot on the Property, or which occurs inside a Lot but which interferes with the peaceful use and enjoyment of other Lots or the Common Area by any other Owner, members of his or her family, guests, invitees, or Occupants of his or her Lot; or
- (ix) Any construction or similar activities in a Lot which can be heard in other Lots between the hours of 9:00 p.m. and 7:30 a.m.

However, nothing herein shall be construed to affect the rights of an aggrieved Owner or Occupant to proceed individually against a violator hereof for relief from interference with his or her property or personal rights, and the Board may, in its discretion, require aggrieved individuals to seek redress personally for interference with their personal property rights before the Association intervenes and commences enforcement action hereunder. No claim for any loss, damage or otherwise shall exist by an aggrieved Owner or Occupant against the Association for failure to enforce the provisions hereof if the aggrieved Owner or Occupant has not personally pursued all available remedies against the violator for redress provided under Georgia law.

No Lot Owner or Occupant may use or allow the use of the Lot or the Common Areas in any manner which creates noises between the hours of 11:00 p.m. and 7:30 a.m. which can be heard by persons in another Lot that will, in the Board's sole discretion, unreasonably interfere with the rights, comfort or convenience of any other Owner, members of his or her family, guests, invitees, or Occupants of his or her Lot.

No Owner, Occupant or agent of such Owner or Occupant shall do any work which, in the Board's reasonable opinion, would jeopardize the soundness or safety of the Property or any structure thereon, would reduce

the value thereof, or would impair any easement or other interest in the Property, without prior written consent of all Association members and their Mortgagees.

No damage to or waste of the Common Areas, or any part thereof, shall be permitted by any Owner or any Occupant, guest or invitee of any Owner. Each Owner and Occupant shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any such damage or waste caused by such Owner or Occupant, or the Owner's or Occupant's guest or invitee.

(e) Firearms and Fireworks. The display or discharge of firearms or fireworks on the Common Property is prohibited; provided, however, that the display of lawful firearms on the Common Property is permitted by law enforcement officers and also is permitted for the limited purpose of transporting the firearms across the Common Property to or from the Owner's Lot. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. The term "fireworks" shall include those items as listed in O.C.G.A. Section 25-10-1.

(f) Pets. No Owner or Occupant may keep any pets other than generally recognized household pets on any portion of the Property, and no Owner 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 Owner or Occupant may keep, breed or maintain any pet for any commercial purpose. Pets may not be left unattended outdoors. 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 10 hereof. Feces left by pets upon the Common Property, on any Lot or in any dwelling, including the pet owner's Lot or dwelling, must be removed promptly by the owner of the pet or the person responsible for the pet.

No potbellied pigs may be brought onto or kept at the Property at any time. No pit bulldogs or other dogs determined in the sole discretion of the Board to be dangerous dogs may be brought onto or kept on the Property at any time by any Lot Owner, Occupant, or guest of an Owner or Occupant. Any pet which endangers the health of any Owner or Occupant of any 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 Owner or Occupant fails to comply with such notice, the Board may remove the pet and/or obtain a court order requiring the Owner or Occupant to do so. 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.

Any Owner or Occupant who keeps or maintains any pet on any portion of the Properties shall be deemed to have indemnified and agreed to hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Properties.

(g) Parking. No Owner or Occupant may keep or bring onto the Property more than a reasonable number of vehicles per 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. Vehicles only may be parked in garages, designated parking spaces or other areas authorized in writing by the Board.

Unless otherwise approved 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 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 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 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, is parked in a space which has been assigned as exclusively serving another Lot, 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.

(h) Abandoned Personal Property. Personal property, other than an automobile as provided for in subparagraph (g) 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.

(i) 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 four (4") inches by four (4") inches each in size may be displayed from within a dwelling on a 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 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 Lots announcing open houses, births, birthdays or other events for limited periods of time.

(j) Rubbish, Trash, and Garbage. All rubbish, trash, and garbage shall be regularly removed from the 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.

(k) Impairment of Dwellings and Easements. An Owner 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 Lots or their Owners or Occupants.

(l) Unsanitary 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. Only appropriate outdoor items, such as neatly stacked firewood, patio furniture, grills, and similar items may be kept outside of a dwelling.

(m) Window Treatments. Unless otherwise approved in writing by the Board, all windows which are part of a Lot shall have window treatments and any portion thereof visible from outside the dwelling on the Lot shall be white or off-white in color; provided, any window treatments in use in a dwelling on the Effective Date of this Declaration shall not be subject to this subparagraph but shall be required to comply with the provisions of the Original Declaration, the Original By-Laws, and rules of the Association in effect prior to the Effective Date.

(n) Garages. Unless otherwise approved by the Board, no Owner or Occupant shall park his or her car or other motor vehicle on any portion of the Property, other than in the garage, unless the maximum number of cars or similarly sized motor vehicles which can be parked in the garage according to its design capacity are already parked in said garage. Garage doors shall remain closed at all times, except for necessary use, ingress, and egress. All garages shall be maintained in such a manner that parking for the maximum number of motor vehicles for which it was originally designed to hold is allowed and possible; provided, however, that all garage conversions in existence at the time of the adoption of this Declaration, and made in compliance with all of the terms of the Original Declaration, shall not constitute a violation of this requirement.

(o) 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 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 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.

## 12. 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, exclusive occupancy of a Lot by any person or persons other than the Owner; provided, however, for purposes of this Declaration, leasing shall not include exclusive occupancy by the child or parent 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. If an Owner is a corporation, limited liability company, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, manager or member of such limited liability company, partner of such partnership, beneficiary or other designated agent of such trust, or agent of such other legal entity shall be deemed an Owner of such Lot for purposes of this Paragraph 12. Such person's designation as an Owner of such Lot pursuant to this Paragraph 12 shall terminate automatically upon the termination of such person's relationship with the entity holding record title of the Lot.

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

(i) General. 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 in its files and, if it does so, shall upon request provide to any Owner a form which is deemed acceptable. 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 six (6) 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:

(1) 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 Lot in order to ensure compliance with the foregoing. The Owner shall cause all Occupants of his or her 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 Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto. 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, such fine may be assessed against the lessee and/or the Owner. If a 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 Lot. Any lessee charged with a violation of the Declaration, Bylaws, or Association rules and regulations is entitled to the same procedure to which an Owner is entitled prior to the imposition of a fine or other sanction.

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 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, or to require the Owner to do so. If the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be specifically assessed against the Lot and the Owner thereof, such being deemed hereby as an expense which benefits the leased Lot and the Owner thereof.

(2) Use of Common Property. 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 Property, including, but not limited to, the use of any and all recreational facilities.

(3) Liability for Assessments. When a Lot Owner who is leasing his or her 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 Paragraph 7 herein as if lessee were an 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.

(c) Applicability of this Paragraph 12. Leases existing on the Effective Date hereof shall not be subject to the terms of subparagraph (b) above. Such leases may continue in accordance with the terms of the Original Declaration. 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 Lot which is leased on the date this Declaration is recorded in the Cobb County land records 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 land records.

This Paragraph 12 shall not apply to any leasing transaction entered into by the holder of any first Mortgage on a Lot who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage.

### 13. SALE OF LOTS.

A Lot Owner intending to make a transfer or sale of a 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 Owner 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 Lot, the purchaser of the Lot shall give the Board written notice of his or her ownership of the Lot. Upon failure of a Owner to give the required notice within the seven-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.

### 14. MAINTENANCE RESPONSIBILITY.

(a) Association's Responsibility. The Association shall maintain and keep in good repair 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 maintain and keep in good repair all water and sewer pipes or facilities which serve the Common Property, to the extent that such pipes and facilities are not maintained by public, private, or municipal utility companies.

The foregoing maintenance shall be performed consistent with the Community-Wide Standard. The Association shall have the right, but not the obligation, to maintain public rights of way adjacent to the Property and other property not owned by the Association if the Board determines that such maintenance would benefit the Property.

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

The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Lot, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Property or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to the Owner of any Lot or such Owner's Occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Property. The Association shall not be liable to any Owner, or any Owner's Occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Paragraph where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be

claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

(c) Failure to Maintain. If the Board determines that any Owner 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 Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board.

Unless the Board determines that an emergency exists, the Owner 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: (i) an emergency exists or (ii) that an Owner 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 Owner's sole cost and expense, and such costs shall be an assessment and lien against the Owner 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 Owner's responsibility, and such maintenance, repair or replacement must be performed for the Association to properly complete its maintenance project, then the Association may perform such work on behalf of the Owner and at the Owner's 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 Owner 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 Owner'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) Measures Related to Insurance Coverage

(i) The Board, upon resolution, shall have the authority to require all or any Lot Owner(s) to do any act or perform any work involving portions of the Property which are the maintenance responsibility of the Lot Owner, which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Property, reduce the insurance premium paid by the Association for any insurance coverage or otherwise assist the Board in procuring or maintaining such insurance coverage. This authority shall include, but need not be limited to, requiring all Owners to turn off cut-off valves, which may now or hereafter be installed, during winter months for outside water spigots; requiring Owners to insulate pipes sufficiently or take other preventive measures to prevent freezing of water pipes; requiring Owners to install smoke detectors; requiring Owners to make improvements to the Owner's Lot; and such other measures as the Board may reasonably require so long as the cost of such work does not exceed five hundred (\$500.00) dollars per Lot in any twelve (12) month period.

(ii) In addition to, and not in limitation of, any other rights the Association may have, if any Lot Owner does not comply with any reasonable requirement made by the Board pursuant to subparagraph (d)(i) above, the Association, upon fifteen (15) days' written notice (during which period the Lot Owner may perform the required act or work without further liability), may perform such required act or work at the Lot Owner's sole cost. Such cost shall be an assessment and a lien against the Lot and shall be collected in the manner provided for collection of assessments in Paragraph 7 of this Declaration. The Association shall have all rights necessary to implement the requirements mandated by the Board pursuant to subparagraph (d)(i) of this Paragraph, including, but not limited to, a right of entry during reasonable hours and after reasonable notice to the Owner or Occupant of the Lot, except that access may be had at any time without notice in an emergency situation.

(e) 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.

15. PARTY WALLS AND FENCES.

(a) General Rules of Law to Apply. Each wall or fence built as a part of the original construction of the dwellings or Lots which shall serve and separate any two (2) adjoining Lots or dwellings shall constitute a party wall or fence and, to the extent not inconsistent with the provisions of this Paragraph, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or fence shall be shared by the Owners who make use of the wall or fence in equal proportions.

(c) Damage and Destruction. If a party wall or fence is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has benefited by the wall or fence may restore it, and the other Owner or Owners thereafter who are benefited by the wall or fence shall contribute to the cost of restoration thereof in equal proportions, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Paragraph shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

(e) Arbitration. In the event of any dispute arising concerning a party wall or fence, or under the provisions of this Paragraph, each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor by the Board, the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) arbitrators shall be binding upon the parties. Compliance with this subparagraph shall be a condition precedent to any right of legal action that either party may have against the other in a dispute arising under the provisions of this Paragraph.

16. MORTGAGEE'S RIGHTS.

(a) Unless at least two-thirds (2/3) of the first Mortgagees or Lot Owners 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 Lot Owners where a larger percentage vote is otherwise required by the Association Legal Instruments for any of the actions contained in this Paragraph.



(b) Where the Mortgagee holding a first Mortgage of record or other purchaser of a 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 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 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) Upon written request to the Association, identifying the name and address of the holder and the 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 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 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) 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) Notwithstanding anything to the contrary herein contained, the provisions of Paragraphs 12 and 13 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.

17. GENERAL PROVISIONS.

(a) 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 Lot 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.

(b) Dispute Resolution. Any Lot Owner 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 Owner or Occupant files any lawsuit against the Association, the Board, any officer or director, or the property manager of the Association. The Owner 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 Owner'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.

(c) 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.

(d) 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.

(e) 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.

(f) Electronic Records, Notices and Signatures. Notwithstanding any other portion of this Declaration, records, signatures and notices shall not be denied validity or effectiveness hereunder solely on the grounds that they are transmitted, stored, made or presented electronically. The relevant provisions of the Bylaws of Madison Woods HOA, Inc. Association, Inc., shall govern the giving of all notices required by this Declaration.

18. 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 Owner 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 Owners 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 9, 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.

19. EASEMENTS.

(a) Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Lot and such portion or portions of the Common Property adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Property or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, Occupant, or the Association.

(b) Easements for Use and Enjoyment. Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to his or her Lot, subject to the following provisions:

(i) the right of the Association to charge reasonable admission and other fees for the use of any portion of the Common Property, to limit the number of guests of Lot Owners and tenants who may use the Common Property, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his or her family, tenants, guests, and invitees;

(ii) the right of the Association to suspend the voting rights of an Owner and the right of an Owner to use the recreational facilities in the Property for any period during which any assessment against his or her Lot which is provided for herein remains unpaid and for a reasonable period of time for an infraction of the Declaration, Bylaws, or rules and regulations;

(iii) the right of the Association to borrow money as may be set forth in the Bylaws; provided, however, the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, encumbering any Lot or other property located within the Property (Any provision in this Declaration or in any such Mortgage given by the Association to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, encumbering any Lot or other property located within the Property.);

(iv) the right of the Association to grant permits, licenses or easements across the Common Property, as authorized in this Declaration or the Bylaws; and

(v) the right of the Association to dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the members of the Association.

Any Lot Owner may delegate his or her right of use and enjoyment in and to the Common Property and facilities located thereon to the members of his or her family, his or her tenants and guests, and shall be deemed to have made a delegation of all such rights to the Occupants of his or her Lot, if leased.

(c) Easements for Utilities. There is hereby reserved to the Association blanket easements upon, across, above and under all property within the Property for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Property or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Association may have installed to serve the Property. It shall be expressly permissible for the Association or its designee, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board shall have the right to grant such easement. Notwithstanding anything to the contrary herein, no sewers, electrical lines, waterlines or other utilities may be installed or relocated on the Property except as initially programmed, unless approved by the Board.

(d) Easement for Entry. The Association shall have an easement to enter onto any Lot for emergency, security, safety, and for other purposes reasonably necessary for the proper maintenance and operation of the Property, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after notice to the Owner or Occupant. This right of entry shall include the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event that an Owner fails or refuses to cure the condition upon request by the Board.

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.

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 Margaret Hughes Vath, Weissman, Nowack, Curry & Wilco, P.C., One Alliance Center, 4th Floor, 3500 Lenox Road, Atlanta, Georgia 30326.

IN WITNESS WHEREOF, the undersigned Owners of Lots within Madison Woods hereby consent to the amendment to the Original Declaration and the amendment to the Original Bylaws as evidenced by their signatures attached hereto, and which signatures constitute the required majority of the Association and its membership. This day of October, 2010 *eth*

[Owner Consents Attached]

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 46 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 17 day of Sept 2004  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

ANGELA ROSS  
Owner's Printed Name

[Signature]  
Owner's Signature

4403 MADISON WOODS DRIVE  
Owner's Address

[ NOTARY SEAL ]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 44 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Marty Hooks  
Owner's Printed Name

Signed, sealed and delivered  
this 11 day of Sept., 2005  
in the presence of:

Marty Hooks  
Owner's Signature

W. H. Holbert, Jr.  
Witness

4409 Madison Woods  
Owner's Address

Cary H. Liphart  
Notary Public

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008





**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 43 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Richard Brown

Owner's Printed Name

Signed, sealed and delivered  
this 11 day of Sept., 2005  
in the presence of:

R. B.

Owner's Signature

W. A. Rollins, Jr.  
Witness

Cary H. Liphart  
Notary Public

4411 MADISON WOODS DR.  
Owner's Address  
MARIETTA, GA  
30064

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 42 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Anthony P. West MD  
Owner's Printed Name

[Signature]  
Owner's Signature

4413 Madison Woods Dr  
Owner's Address

Signed, sealed and delivered  
this 24 day of Apr, 2006  
in the presence of:

[Signature]  
Witness  
Cary H. Liphart  
Notary Public

[NOTARY SEAL] **CARY H. LIPHART**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 3 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

JEFFREY OKEZY  
Owner's Printed Name

[Signature]  
Owner's Signature

4610 MADISON WOODS DRIVE  
Owner's Address

MARIETTA GA 30064

Signed, sealed and delivered  
this 12 day of APRIL, 2004  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

[NOTARY SEAL] **CARY H. LIPHART**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 18, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 4 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 24 day of Sept, 2000  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

Tammie M. Richardson  
Owner's Printed Name

[Signature]  
Owner's Signature

1416 Madison Woods Dr.  
Owner's Address

[NOTARY SEAL]

**CARY H. LIPHART**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 41 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 20 day of April, 2004  
in the presence of:

CARY H. L. PHART  
Owner's Printed Name

Cary H. Phart  
Owner's Signature

Editha P. Williams  
Witness

4417 MADISON WOODS DR  
Owner's Address

[Signature]  
Notary Public

[NOTARY PUBLIC  
Notary Public, Cobb County, Georgia  
My Commission Expires April 19, 2006



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 5 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Sylvia New Banks  
Owner's Printed Name

Sylvia N. Banks  
Owner's Signature

4418 Madison Woods Dr  
Owner's Address

Signed, sealed and delivered  
this 11 day of April, 2004  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008

[NOTARY SEAL]

LIPHART  
Georgia  
January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 6 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 24 day of Sept, 2006  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

John M. Franco  
Owner's Printed Name

[Signature]  
Owner's Signature

4420 Madison Woods Dr  
Owner's Address

[NOTARY SEAL]

**CARY H. LIPHART**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 40 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 4 day of April, 2004  
in the presence of:

Ken Elsberry, Heather Elsberry  
Owner's Printed Name

[Handwritten Signatures]  
Owner's Signature

4421 MADISON WOODS DRIVE MARIETTA, GA 30064  
Owner's Address

[Handwritten Signature]  
Witness

[Handwritten Signature]  
Notary Public

**CARY H. LEHART**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 16, 2008  
[NOTARY SEAL]





**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 8 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 28, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

JOANNE PICARDI RA-136

Owner's Printed Name

Joanne Picardi RA-136

Owner's Signature

4424 MADISON WOODS DRIVE N.W.

Owner's Address

Signed, sealed and delivered  
this 27 day of JUNE, 2004  
in the presence of:

W. A. Robinson, Jr.

Witness

Cary H. Liphart

Notary Public

[NOTARY SEAL] **CARY H. LIPHART**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 9 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 27, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

DEANNA MORRELL  
Owner's Printed Name

*Deanna Morrell*  
Owner's Signature

4426 MADISON WOODS DR.  
Owner's Address

Signed, sealed and delivered  
this 9 day of August 2004  
in the presence of:

*W. H. Kollier, Jr.*  
Witness

*Cary H. Uphart*  
Notary Public

**CARY H. UPHART**  
[NOTARY SEAL] Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 10 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Stephanie B. Harvey  
Owner's Printed Name

Stephanie B. Harvey  
Owner's Signature

4428 Madison Woods Dr  
Owner's Address Marietta, GA 30064

Signed, sealed and delivered  
this 28 day of Sept, 2006  
in the presence of:

Thomas Oberlo  
Witness

Cary H. Liphart  
Notary Public

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 11 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Thomas DiNardo  
Owner's Printed Name

Thomas DiNardo  
Owner's Signature

4430 Madison Woods Dr.  
Owner's Address

Signed, sealed and delivered  
this 5 day of April, 2004  
in the presence of:

W. J. Robbins, Jr.  
Witness

Cary H. Liphart  
Notary Public

[NOTARY SEAL]

**CARY H. LIPHART**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 34 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

JAMES W. BYWATERS

Owner's Printed Name

James W. Bywaters

Owner's Signature

4431 MADISON WOODS DRIVE

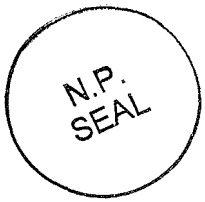
Owner's Address

Signed, sealed and delivered  
this 10th day of April, 2004  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public 9/21/07

[NOTARY SEAL]



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 33 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 17 day of April, 2004  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

David Galeotti  
Owner's Printed Name

[Signature]  
Owner's Signature

4433 Madison Woods Dr.  
Owner's Address

[NOTARY SEAL] **CARYL LIPHART**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2006



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 32 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 164, Page 78, as may be amended and supplemented from t me to t me. I further certify that I consent to the amendments contained herein.

THOMAS M DIGREGORIO

Owner's Printed Name

TH M Digregorio

Owner's Signature

4435 Madison Woods Dr.

Owner's Address

Signed, sealed and delivered  
this 25 day of Sept, 2004  
in the presence of:

W. H. Polk

Witness

Cary H. Liphart

Notary Public

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 19 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 1168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

FARNELL L. ARNEY  
Owner's Printed Name

[Signature]  
Owner's Signature

4436 Madison Woods Dr.  
Owner's Address

Signed, sealed and delivered  
this 1 day of Oct., 2006  
in the presence of

[Signature]  
Witness

[Signature]  
Notary Public

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008





**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 31 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 12 day of April, 2004  
in the presence of:

Donald R. Warren  
Owner's Printed Name

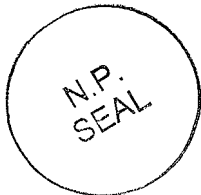
Donald R. Warren  
Owner's Signature

[Signature]  
Witness

4437 Madison Woods Dr  
Owner's Address

[Signature]  
Notary Public

[NOTARY SEAL] **CARY H. UPHART**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 30 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 1<sup>st</sup> day of April, 2004  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

[NOTARY SEAL]

Louis P. SANKEY  
Owner's Printed Name  
[Signature]  
Owner's Signature  
4439 Madison Woods Dr.  
Owner's Address

NOTARY PUBLIC, COBB COUNTY, GEORGIA  
MY COMMISSION EXPIRES AUGUST 27, 2004



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 20 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Erin P. Talley  
Witness

Signed, sealed and delivered  
this 27<sup>th</sup> day of March, 2004  
in the presence of:

[Signature]  
Notary  
**KENNETH E. MCKAY**  
Notary Public, Cobb County, Georgia  
My Commission Expires April 18, 2005  
Notary Public

PETER J. JASZCZYNSKI  
Owner's Printed Name

[Signature]  
Owner's Signature

4440 MADISON WOODS DR, MARIETTA, GA 30064  
Owner's Address LOT #20

[NOTARY SEAL]



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 21 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 17 day of April, 2004  
in the presence of:

George A. Mann  
Owner's Printed Name

[Signature]  
Owner's Signature

[Signature]  
Witness

4444 MADISON WOODS DR  
Owner's Address  
MARIETTA, GA  
30064

[Signature]  
Notary Public

[NOTARY SEAL] **CARY H. LUFHART**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 23, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 26 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Bruce Jacobson  
Owner's Printed Name

Bruce Jacobson  
Owner's Signature

4445 Madison Woods Drive  
Owner's Address

Signed, sealed and delivered  
this 17<sup>th</sup> day of April, 2004  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

**CARY H. UPHART**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 18, 2009



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 22 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

PETE D STEVENS

Owner's Printed Name

[Handwritten Signature]

Owner's Signature

4446 MADISON WOODS DR

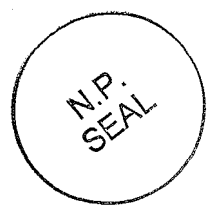
Owner's Address

Signed, sealed and delivered  
this 17 day of April, 2004  
in the presence of:

[Handwritten Signature]  
Witness

[Handwritten Signature]  
Notary Public

**CARY H. LIPMART**  
Notary Public, Cobb County, Georgia  
[NOTARY SEAL] My Commission Expires January 18, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 25 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 27<sup>th</sup> day of June, 2004  
in the presence of:

W. A. Rollins, Jr.  
Witness

Cary H. Liphart  
Notary Public

VISH GANAPATHY  
Owner's Printed Name

[Signature]  
Owner's Signature

4447 MADISON WOODS DRIVE  
Owner's Address

[NOTARY SEAL] **CARY H. LIPHART**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 23 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 20~~th~~ day of Sept, 2004  
in the presence of:

W. H. [Signature]  
Witness

[Signature]  
Notary Public

Eric Fouad

Owner's Printed Name

[Signature]

Owner's Signature

4448 MADISONWOODS DR - MARIETTA, GA 30064

Owner's Address

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008





**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 24 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

LARRY E. HARRISON

Owner's Printed Name

Larry E. Harrison

Owner's Signature

4449 Madison Woods Dr

Owner's Address

Signed, sealed and delivered  
this 17 day of April, 2004  
in the presence of:

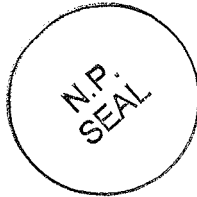
Thomas Clark

Witness

Cary H. Liphart

Notary Public

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
[NOTARY SEAL] Commission Expires January 18, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 12 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 17 day of July, 2004  
in the presence of:

Tom Wilson  
Owner's Printed Name

Tom Wilson  
Owner's Signature

[Signature]  
Witness

240 LOG LOLLY IS  
Owner's Address

[Signature]  
Notary Public

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 18 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 16 day of April, 2004  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public  
Notary Public, Cobb County, Georgia  
My Commission Expires February 3, 2007.  
[NOTARY SEAL]

KENNETH J ADAMS  
Owner's Printed Name

[Signature]  
Owner's Signature

293 LOBLOLLY CT  
Owner's Address



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot ~~32~~<sup>14</sup> within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 9 day of August, 2004  
in the presence of:

Thomas Oll  
Witness

Cary H. Liphart  
Notary Public

Fran Sethon  
Owner's Printed Name

Fran Sethon  
Owner's Signature

294 Loblolly Ct. Marietta, GA 30064  
Owner's Address

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public - Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 17 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Kent Row  
Owner's Printed Name

Kent Row  
Owner's Signature

295 Loblolly Crt., Marietta, GA  
Owner's Address

Signed, sealed and delivered  
this 16 day of April, 2004  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

Notary Public, Cobb County, Georgia  
My Commission Expires February 3, 2007.  
[NOTARY SEAL]



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot <sup>296 Lablolly</sup> 15 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186, Page 15, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Sue Lin

Owner's Printed Name

Signed, sealed and delivered  
this 17 day of Sept, 2006, 2004  
in the presence of:

Sue Lin  
Owner's Signature

[Signature]  
Witness

296 Lablolly Ct.  
Owner's Address

[Signature]  
Notary Public

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 16 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Kathy Stephens  
Owner's Printed Name  
Kathy Stephens  
Owner's Signature  
297 Lobloby Ct N.W  
Owner's Address

Signed, sealed and delivered  
this 12 day of Nov. 2004  
in the presence of:

[Signature]  
Witness  
[Signature]  
Notary Public

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 38 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 17 day of April, 2004  
in the presence of:

Scott E Riggs Michele R. Riggs  
Owner's Printed Name

[Signature]  
Owner's Signature

4470 Buttonwood Ct Marietta  
Owner's Address  
GA 30064

[Signature]  
Witness

[Signature]  
Notary Public

**NOTARY SEAL** **CARY H. LIPHART**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008





**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 37 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 29 day of April, 2006  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

Karen Young Lewis  
Owner's Printed Name

[Signature]  
Owner's Signature

4471 Buttonwood Court  
Owner's Address

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 39 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 1168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

x Michael G. Wilson  
Owner's Printed Name

Signed, sealed and delivered  
this 11 day of Sept., 2005  
in the presence of:

Michael G. Wilson  
Owner's Signature

Michael Wilson Jr.  
Witness

4472 Buttonwood Ct  
Owner's Address  
Marietta, GA 30064

Cary H. Liphart  
Notary Public

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 36 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Richard MARK Pittard

Owner's Printed Name

Richard Mark Pittard

Owner's Signature

4473 Buttonwood Court

Owner's Address

Signed, sealed and delivered  
this 25<sup>th</sup> day of Sept., 2004  
in the presence of:

W. H. Pittard, Jr.  
Witness

Cary H. Liphart  
Notary Public

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 35 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

KENNETH E. MCKAY; EDITHA P. MCKAY  
Owner's Printed Name

Signed, sealed and delivered  
this 30 day of April, 2004  
in the presence of:

[Signature] Editha P. McKay  
Owner's Signature

[Signature]  
Witness

4475 Buttonwood Ct; Marietta GA 30067  
Owner's Address

[Signature]  
Notary Public

[NOTARY SEAL]

**CAROL H. LEWART**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 15, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 80 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 1816, Page 15, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Barbara B. Sankel  
Owner's Printed Name

Barbara B. Sankel  
Owner's Signature

4520 Madison Ridge Pl.  
Owner's Address

Signed, sealed and delivered  
this 24 day of Sept 2004  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

[NOTARY SEAL]

CARYH. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 79 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186 Page 15, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 18 day of April, 2005  
in the presence of:

TOO MARKWALD

Owner's Printed Name

[Signature]

Owner's Signature

4523 MADISON RIDGE PL NW

Owner's Address

[Signature]  
Witness

[Signature]  
Notary Public

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 82 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186 Page 15, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 27 day of Sept 2006  
in the presence of:

Witness

Notary Public

Eric D Griffin  
Owner's Printed Name

Eric D Griffin  
Owner's Signature

4524 Madison Ridge Place  
Owner's Address

[Signature]  
Cary H. Liphart  
Notary Public

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 83 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186, Page 15, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

*Joy Williams*

Signed, sealed and delivered  
this 20 day of April, 2004  
in the presence of:

*Judy Raydale*  
Witness  
Notary Public, Paulding County, Georgia  
My Commission Expires August 6th, 2006

Notary Public

[NOTARY SEAL]

*Raymond G. Coffman*

Owner's Printed Name

*Raul N. Goff*

Owner's Signature

4526 Madison Ridge Place

Owner's Address

MARIETTA GA 30067





**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 84 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186, Page 15, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

*Randall J. Wampler*

*Randall J. Wampler*

Owner's Printed Name

*R. J. Wampler*

Owner's Signature

*4538 Madison Ridge Place*

Owner's Address

Signed, sealed and delivered  
this 4 day of April, 2004  
in the presence of:

*Douglas M. Sullivan*  
Witness

*Cary H. Liphart*  
Notary Public

[NOTARY PUBLIC] **CARY H. LIPHART**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 18, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 15 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186, Page 15, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 17<sup>th</sup> day of April, 2004  
in the presence of:

Thomas O. Mc  
Witness

Cary H. Uphart  
Notary Public

J. Neil Wix  
Owner's Printed Name

J. Neil Wix  
Owner's Signature

4529 Madison Ridge Place  
Owner's Address

[NOTARY SEAL]

**CARY H. UPHART**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 85 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186, Page 15, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 17 day of Sept, 2006  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

William C & Janice Weeks  
Owner's Printed Name

[Signature] [Signature]  
Owner's Signature

4530 Madison Ridge Place  
Owner's Address

[NOTARY SEAL]

**CARY H. LIPHART**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 14 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186, Page 15, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 28 day of April, 2004  
in the presence of:

W. M. Kellum, Jr.  
Witness:

Cary H. Liphart  
Notary Public:

Jean Z. Pitts  
Owner's Printed Name

Jean Z. Pitts  
Owner's Signature

453 Madison Ridge Pl.  
Owner's Address

[NOTARY SEAL] CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 86 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186, Page 15, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 5 day of April, 2004  
in the presence of:

Witness

Notary Public

PETER BERMAN  
Owner's Printed Name

[Signature]  
Owner's Signature

4532 MADISON RIDGE PL.  
Owner's Address

[NOTARY SEAL]

Notary Public, Cobb County, Georgia  
My Commission Expires March 7, 2006



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 13 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186, Page 15, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Blair William Ballard

Owner's Printed Name

B. W. Ballard

Owner's Signature

4533 Madison Ridge Pl.

Owner's Address

Signed, sealed and delivered  
this 1st day of April, 2004  
in the presence of:

[Signature]

Witness

Marcie M. Blair

Notary Public

Notary Public, Cobb County, Georgia

My Commission Expires September 13, 2005

[NOTARY SEAL]



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 87 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186, Page 15, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Mark K. Crance  
Owner's Printed Name

Mark K. Crance  
Owner's Signature

4534 Madison Ridge Place  
Owner's Address

Signed, sealed and delivered  
this 25 day of Sept, 2004  
in the presence of:

W. H. Phillips  
Witness

Cary H. Liphart  
Notary Public

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 12 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186, Page 15, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 28 day of June, 2004  
in the presence of:

W. H. P. [Signature]  
Witness

[Signature]  
Notary Public

David P. Lane  
Owner's Printed Name

[Signature]  
Owner's Signature

4535 Madison Ridge Place, Marietta  
Owner's Address GA 30064

[NOTARY SEAL]

**CARY H. LIPHART**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 18, 2006





**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 8 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186, Page 15, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 15 day of May, 2004  
in the presence of:

W. H. Johnson, Jr.  
Witness

Barbara P. Creel  
Notary Public

Bruce King  
Owner's Printed Name

[Signature]  
Owner's Signature

258 White Pine Way Marietta GA 30064  
Owner's Address

[NOTARY SEAL]

~~Notary Public - State of Georgia~~  
~~My Comm. Expires Oct. 30, 2004~~



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 6 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186, Page 15, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Thomas Oliver

Owner's Printed Name

Thomas Oliver

Owner's Signature

261 White Pine Way

Owner's Address

Marietta, Ga. 30064

Signed, sealed and delivered  
this 18 day of Sept., 2004  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 10 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186, Page 15, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 19 day of August, 2005  
in the presence of:

Gina N. Fountain  
Witness

Leah Berdine  
Notary Public

Mandy B. Stanley / James S Stanley  
Owner's Printed Name  
Mandy B Stanley / James S Stanley  
Owner's Signature  
262 White Pine Way  
Owner's Address

[NOTARY SEAL]

**LEAH BERDINE**  
Notary Public, Cobb County, Georgia  
My Commission Expires June 28, 2009



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 11 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186, Page 15, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 11 day of Sept., 2004  
in the presence of:

Gerald Smith  
Owner's Printed Name  
Gerald Smith  
Owner's Signature  
264 White Pine Way  
Owner's Address

W. J. Pothier, Jr.  
Witness  
Cary H. Liphart  
Notary Public

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 4 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186, Page 15, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

KAREN BURDEN  
Owner's Printed Name

Karen Burden  
Owner's Signature

265 White Pine Way  
Owner's Address

Signed, sealed and delivered  
this 17 day of April, 2004  
in the presence of:

Thomas O. [Signature]  
Witness

Gary H. Uphart  
Notary Public

[NOTARY SEAL] GARY H. UPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 3 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186, Page 15, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

19th of May  
Signed, sealed and delivered  
this 5 day of 19, 2004  
in the presence of:

Shana Ken  
Witness

Tammy Chandler  
Notary Public

Deborah A. Withrow  
Owner's Printed Name  
Deborah A. Withrow  
Owner's Signature

267 White Pine Way  
Owner's Address  
Marietta, GA 30064



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 2 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186, Page 15, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Charles McDowell  
Owner's Printed Name

[Signature]  
Owner's Signature

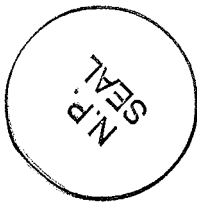
269 White Birch Way,  
Owner's Address  
Marietta, GA 30064

Signed, sealed and delivered  
this 15 day of May, 2004  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

**NOTARY PUBLIC**  
[NOTARY SEAL] **NOTARY PUBLIC, Cobb County, Georgia**  
My Commission Expires **January 10, 2008**



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 88 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 1816, Page 15, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

ALLISON FOARD  
Owner's Printed Name

Signed, sealed and delivered  
this 29 day of Sept 2006  
in the presence of:

Allison Foard  
Owner's Signature

Cary H. Liphart  
Witness

270 WHITE PINE WAY  
Owner's Address

Cary H. Liphart  
Notary Public

[NOTARY SEAL]

**CARY H. LIPHART**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008





**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 1 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186, Page 15, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 12 day of April, 2004  
in the presence of:

LARRY R. DRYDEN  
Owner's Printed Name

[Signature]  
Owner's Signature

271 White Pine Way  
Owner's Address

[Signature]  
Witness

[Signature]  
Notary Public

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 29 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

W. H. ROBINS, JR.  
Owner's Printed Name

W. H. Robins, Jr.  
Owner's Signature

274 WHITE PINE Way  
Owner's Address

Signed, sealed and delivered  
this 5 day of April, 2004  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

[NOTARY SEAL]

**CARY H. UPHART**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 27 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 168, Page 78, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 27 day of June, 2004  
in the presence of:

W. H. Liphart, Jr.  
Witness

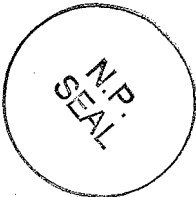
Cary H. Liphart  
Notary Public

Don Poyer  
Owner's Printed Name

Don Poyer  
Owner's Signature

275 White Pine Way  
Owner's Address

[NOTARY SEAL] **CARY H. LIPHART**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



Trals #. ① 331-4462

**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot ~~100~~<sup>56</sup> within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book ~~186~~, Page 94, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 20 day of June, 2004  
in the presence of:

Valerie J. Durkin & Michael Durkin  
Owner's Printed Name

Valerie J. Durkin & Michael Durkin  
Owner's Signature

W. A. [Signature]  
Witness

100 Mayer Farm Rd  
Owner's Address: Marietta, GA 30064

[Signature]  
Notary Public

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 1st, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 58 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186, Page 94, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Michelle Countryman  
Owner's Printed Name

Michelle Countryman  
Owner's Signature

104 Doyles Farm Road  
Owner's Address

Signed, sealed and delivered  
this 24 day of Sept., 2006  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

[NOTARY SEAL] **CARY H. LIPHART**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 154 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186, Page 94, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Lisa Lucas  
Owner's Printed Name

Signed, sealed and delivered  
this 2nd day of Sept, 2005  
in the presence of:

Lisa Lucas  
Owner's Signature

[Signature]  
Witness

111 Mayes Farm Rd.  
Marietta GA 30064  
Owner's Address

[Signature]  
Notary Public

[NOTARY SEAL]



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 53 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186, Page 94, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 25 day of Sept., 2004  
in the presence of:

LARL SEEBERGER  
Owner's Printed Name

[Signature]  
Owner's Signature

113 MADRES FARM RD.  
Owner's Address

W. H. Pollock, Jr.  
Witness

[Signature]  
Notary Public

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 63 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186 Page 94, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

JEREMY ORR  
Owner's Printed Name

[Signature]  
Owner's Signature

114 HAYS AVE ROAD  
Owner's Address

Signed, sealed and delivered  
this 26 day of Sept., 2006  
in the presence of:

[Signature]  
Witness

Vickie Renee Armbrister  
Notary Public

[NOTARY SEAL]

**VICKIE R. ARMBRISTER  
NOTARY PUBLIC, CHEROKEE COUNTY GEORGIA  
MY COMMISSION EXPIRES DECEMBER 3, 2008**





**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 52 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186, Page 94, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 12 day of April, 2004  
in the presence of:

[Signature]  
Witness:

[Signature]  
Notary Public

**GARY N. LIPHART**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 18, 2008

[Signature]  
Owner's Printed Name

[Signature]  
Owner's Signature

115 Mayer Farm Rd NW  
Owner's Address



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 64 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186, Page 94, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 1<sup>st</sup> day of Aug., 2004  
in the presence of:

Ross David Kouth II  
Owner's Printed Name

Ross David Kouth II  
Owner's Signature

118 Hayes Farm Rd Marietta GA 30064  
Owner's Address

W. H. Pollock Jr.  
Witness

Cary H. Liphart  
Notary Public

CARY H. LIPHART  
[NOTARY SE Notary Public, Cobb County, Georgia  
My Commission Expires January 18, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 50 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 196, Page 94, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

FRED MATTHEW LAWSON

Owner's Printed Name

[Signature]

Owner's Signature

119 MAYES FARM RD.

Owner's Address

Signed, sealed and delivered  
this 12 day of Aug., 2004  
in the presence of:

W. H. Robbins, Jr.  
Witness

Cary H. Liphart  
Notary Public

[NOTARY SEAL] CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 65 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186, Page 94, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 17 day of April, 2004  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

Ronald A. Sears  
Owner's Printed Name

[Signature]  
Owner's Signature

120 Mayes Drive Rd  
Owner's Address

**CARY H. LIPHART**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 48 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 1816, Page 94, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Roy Rigby  
Owner's Printed Name

Signed, sealed and delivered  
this 11 day of Sept., 2005  
in the presence of:

Roy K. Rigby  
Owner's Signature

W. M. [Signature]  
Witness

123 Mayes Farm Rd NW  
Owner's Address

Cary H. Liphart  
Notary Public

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 67 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186, Page 94, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Jett Nicholson  
Owner's Printed Name

Jett Nicholson  
Owner's Signature

124 Maple Farm Road  
Owner's Address

Signed, sealed and delivered  
this 17 day of April, 2004  
in the presence of:

Thomas O'Leary  
Witness

Cary A. Lovett  
Notary Public

[NOTARY SEAL] **CARY A. LOVETT**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 14, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 47 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186 Page 94, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

VANESSA D. LOHR  
Owner's Printed Name

Vanessa D. Lohr  
Owner's Signature

125 Kingsford Rd  
Owner's Address

Signed, sealed and delivered  
this 24 day of Sept., 2006  
in the presence of:

Sha M...  
Witness

Cary H. Liphart  
Notary Public

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 108 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186, Page 94, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 16 day of April, 2004  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

ROBERT & LISA ELLERBEE

Owner's Printed Name

[Signature]

Owner's Signature

136 MAYES FARM RD. MARJETTA, GA.

Owner's Address

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008





**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot ~~68~~<sup>69</sup> within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book ~~180~~<sup>186</sup>, Page ~~93~~<sup>94</sup>, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 28 day of August, 2005  
in the presence of:

Lori Sturges  
Owner's Printed Name

Lori Sturges  
Owner's Signature

W. D. Robinson, Jr.  
Witness

128 Mayes Farm Rd.  
Owner's Address

Cary H. Liphart  
Notary Public

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 70 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186, Page 94, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Dalia Wyman  
Owner's Printed Name

[Signature]  
Owner's Signature

130 Hayes Farm Rd  
Owner's Address

Signed, sealed and delivered  
this 2 day of May, 2006  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 45 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186, Page 94, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 15 day of Aug, 2004  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

[Signature] / Candice C. Murray  
Owner's Printed Name

[Signature] / Candice C. Murray  
Owner's Signature

133 MAJES FARM Rd Marietta, 30064  
Owner's Address

**CAROL LIPHART**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 14, 2005



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 75 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186, Page 94, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 17 day of April, 2004  
in the presence of

Douglas Nilsson  
Owner's Printed Name

Douglas Nilsson  
Owner's Signature

Thomas O'Neil  
Witness

136 Maple Farm Rd  
Owner's Address

Cary H. Liphart  
Notary Public

[NOTARY SEAL]

**CARY H. LIPHART**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot ~~186~~ <sup>#44</sup> within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book ~~168~~ <sup>186</sup>, Page ~~78~~ <sup>94</sup>, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

John + Angela Reed  
Owner's Printed Name

[Signature]  
Owner's Signature

137 Maple Area Rd  
Owner's Address

Signed, sealed and delivered  
this 1 day of Oct, 2006  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 33 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 181, Page 77, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 11 day of SEPT., 2004  
in the presence of:

W. H. Williams, Jr.  
Witness

Cary H. Liphart  
Notary Public

Jake Itkew  
Owner's Printed Name

[Signature]  
Owner's Signature

301 MAYOS Farm Trail  
Owner's Address

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 34 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 181, Page 77, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

LINDA HAETMAN  
Owner's Printed Name

Linda Haetman  
Owner's Signature

302 HAYES FARM TRAIL MARIETTA, GA  
Owner's Address

Signed, sealed and delivered  
this 12 day of April, 2004  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public  
**CARY H. LEHART**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008

[NOTARY SEAL]



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 35 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 181, Page 27, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 24 day of APR, 2006  
in the presence of

Caitlin  
Witness

Cary H. Liphart  
Notary Public

Julie Huber  
Owner's Printed Name

Julie Huber  
Owner's Signature

304 Kings Farm Trail  
Owner's Address

[NOTARY SEAL] CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008





**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 32 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 181, Page 77, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Elizabeth B. Carver  
Owner's Printed Name

Elizabeth B. Carver  
Owner's Signature

305 Mayer Farm Trail  
Owner's Address

Signed, sealed and delivered  
this 26 day of August, 2004  
in the presence of:

W. A. Rothman, Jr.  
Witness

Cary H. Liphart  
Notary Public

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 31 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 101, Page 77, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

BRENT CROUSE  
Owner's Printed Name  
[Signature]  
Owner's Signature  
307 MAMES FARM TRAIL  
Owner's Address

Signed, sealed and delivered  
this 27 day of April, 2004  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

[NOTARY SEAL] **CARY H. LIPHAUT**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 37 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 181, Page 72, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Diane Follis

Owner's Printed Name

Diane Follis

Owner's Signature

308 MAPLES FARM TRAIL

Owner's Address

Signed, sealed and delivered  
this 15 day of May, 2005  
in the presence of:

W. H. Peltier, Jr.  
Witness

Gary H. Lifford  
Notary Public

[NOTARY SEAL]

GARY H. LIFFORD  
Notary Public, Cobb County, Georgia  
My Commission Expires January 10, 2006



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 38 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 181, Page 77, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 2 day of April, 2004  
in the presence of:

Helen Drake-Penn  
Witness

Cindy Cross  
Notary Public

Francis J Novembe  
Doraa M Novembe  
Owner's Printed Name  
Francis J Novembe  
Doraa M Novembe  
Owner's Signature  
310 Mayes Farm Trail  
Owner's Address

[NOTARY SEAL]  
**CINDY CROSS**  
Notary Public, DeKalb County, Georgia  
My Commission Expires 12/26/05



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 39 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 181, Page 77, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 12 day of April, 2004  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008

RONALD C. HIGGINS  
Owner's Printed Name

[Signature]  
Owner's Signature

312 WAVES FROM ZIL NW  
Owner's Address



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 30 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 181, Page 77, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

CRAIG JONES  
Owner's Printed Name

Craig Jones  
Owner's Signature

313 MAYES FARM TRAIL MADISON 30064  
Owner's Address

Signed, sealed and delivered  
this 2 day of Apr., 2004  
in the presence of:

Tracy Criddle  
Witness

[Signature]

Notary Public

[NOTARY SEAL]

Exp 10-12-04



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 40 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 181, Page 77, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 24 day of Sept, 2006  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

Gerry Kelly  
Owner's Printed Name

[Signature]  
Owner's Signature

314 Kingsford Road  
Owner's Address

[NOTARY SEAL] CARY H. LEHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 41 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 181, Page 77, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 20 day of Sept, 2006  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

Shuan E. Boykin  
Owner's Printed Name

[Signature]  
Owner's Signature

316 Kings Lane Trail  
Owner's Address

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008





**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 42 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 181, Page 77, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 9 day of August, 2004  
in the presence of:

Thomas O'Neil  
Witness

Cary H. Liphart  
Notary Public

Ken + Vanessa Edwards

Owner's Printed Name  
Ken C. Edwards  
Vanessa Edwards

Owner's Signature

318 Mayes Farm Tr L  
Owner's Address

[NOTARY SEAL] **CARY H. LIPHART**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 43 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 181, Page 77, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 18 day of Sept., 2005  
in the presence of:

W. H. Polkin Jr.  
Witness

Cary H. Liphart  
Notary Public

Ellen Kathleen Hartsock

Owner's Printed Name

Ellen Kathleen Hartsock

Owner's Signature

320 Mays Farm Trail

Owner's Address

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 18 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 181, Page 77 as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 24 day of Sept, 2006  
in the presence of

[Signature]  
Witness

[Signature]  
Notary Public

SAJAY SETHUNATH  
Owner's Printed Name

[Signature]  
Owner's Signature

321 Kings Lane Trail  
Owner's Address

[NOTARY SEAL] **CARY H. LIPHART**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 17 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 181, Page 77 as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 24 day of July, 2006  
in the presence of:

Witness

Notary Public

MARCO TADEU BROCKER  
Owner's Printed Name

Owner's Signature

Owner's Address

[NOTARY SEAL]

**CARY H. LIPHART**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 16 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 181, Page 77, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Robert David Rinn  
Owner's Printed Name

Robert David Rinn  
Owner's Signature

325 Maple Farm Trail  
Owner's Address

Signed, sealed and delivered  
this 24 day of Sept, 2004  
in the presence of:

Thomas O'Neil  
Witness

Cary H. Uphart  
Notary Public

**CARY H. UPHART**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 18, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 77 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 181 , Page 77, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

V G Kannan  
Owner's Printed Name

KANNAN GANAPATHY  
Owner's Signature

326 MAYES FARM TR  
Owner's Address

Signed, sealed and delivered  
this 18 day of Sept., 2004  
in the presence of:

W.A. Polheim, Jr.  
Witness

Cary H. Liphart  
Notary Public

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 78 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186, Page 15, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Jerry Hogan  
Owner's Printed Name

Jerry Hogan  
Owner's Signature

508 Mayes Farm Trail  
Owner's Address

Signed, sealed and delivered  
this 26 day of April, 2004  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

[NOTARY SEAL]

**CARY H. LIPHART**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 10, 2006



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 73 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186, Page 84, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

James W. Waters  
Owner's Printed Name

[Signature]  
Owner's Signature

4394 Mayes Farm Ct. NW  
Owner's Address

Signed, sealed and delivered  
this 23 day of July, 2005  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008





**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 72 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186, Page 94, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 4 day of April, 2004  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

**CARY H. LIPHART**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 18, 2009  
[NOTARY SEAL]

KARLA BLACINI  
Owner's Printed Name

[Signature]  
Owner's Signature

4395 MAVES FARM CT  
Owner's Address



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 74 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186, Page 94, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 11 day of Sept., 2004  
in the presence of:

W.A. Pollock Jr.  
Witness

Cary H. Liphart  
Notary Public

Mark Johnson  
Owner's Printed Name

[Signature]  
Owner's Signature

4396 Mayes Farm Ct.  
Owner's Address

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 71 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 186, Page 94, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 4<sup>th</sup> day of Oct, 2004  
in the presence of:

W. W. Robbins, Jr.  
Witness

Cary H. Liphart  
Notary Public

Jay F. Denney  
Owner's Printed Name

Jay F. Denney  
Owner's Signature

4397 IMAGES FARM COURT.  
Owner's Address

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 20 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 181, Page 77, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Robert Loerke Julia D. LOERKE  
Owner's Printed Name

[Handwritten Signature]  
Owner's Signature

Signed, sealed and delivered  
this 15 day of April 2004  
in the presence of:

4604 McIntyre Way  
Owner's Address

[Handwritten Signature]  
Witness

[Handwritten Signature]  
Notary Public 5-12-06

[NOTARY SEAL]



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 21 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 181, Page 27, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

DAVID MAULTSBY

Owner's Printed Name

[Signature]

Owner's Signature

4606 McPhee Way, Marietta, GA 30064  
Owner's Address

Signed, sealed and delivered  
this 9 day of August, 2004  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

CARY H. LIPHART  
[NOTARY SEAL] Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 29 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 181, Page 77, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 18 day of Sept., 2004  
in the presence of:

W. H. Liphart, Jr.  
Witness

Cary H. Liphart  
Notary Public

x Ronda Flynn  
Owner's Printed Name

Ronda L Flynn  
Owner's Signature

10044707 McTyre Way  
Owner's Address

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 311 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 181, Page 52, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

William R Haxel  
Owner's Printed Name

[Signature]  
Owner's Signature

4608 McIntosh Way  
Owner's Address

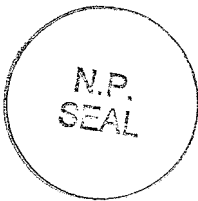
Signed, sealed and delivered  
this 30 day of Sept, 2006  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 28 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 181, Page 77, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 13 day of April, 2004  
in the presence of:

Bill J. [Signature]  
Witness

[Signature]  
Notary Public

Robert E. Barrett, II

Owner's Printed Name

[Signature]

Owner's Signature

4609 McTyre Way Marietta, 30064  
Owner's Address





**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 223 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 181, Page 17 as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

GARY M. COOPER  
Owner's Printed Name

[Handwritten Signature]  
Owner's Signature

1010 NATURE WAY NW, MARSHALL, GA 30044  
Owner's Address

Signed, sealed and delivered  
this 30 day of Sept, 2006  
in the presence of:

[Handwritten Signature]  
Witness

Cary H. Liphart  
Notary Public

[NOTARY SEAL] CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 27 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 181, Page 77, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Robert W. Ahearn  
Owner's Printed Name

Robert W. Ahearn  
Owner's Signature

4611 McTyre Way  
Owner's Address

Signed, sealed and delivered  
this 17 day of April, 2004  
in the presence of:

Thomas Ellis  
Witness

Cary H. Uphart  
Notary Public

[NOTARY SEAL] **CARY H. UPHART**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 18, 2006



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 24 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 19, Page 48, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 1 day of Nov, 2006  
in the presence of:

Witness

Notary Public

Brian P. Chesebrough  
Owner's Printed Name

Brian P. Chesebrough  
Owner's Signature

4102 Ac Joyce Way  
Owner's Address

[NOTARY SEAL]

**CARY H. LIPHART**  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008



**OWNERS CONSENT**

I hereby certify that I am a member of Madison Woods Homeowners Association, Inc. and am the record owner of Lot 26 within Madison Woods, as indicated on the plats recorded in Cobb County at Plat Book 181, Page 77, as may be amended and supplemented from time to time. I further certify that I consent to the amendments contained herein.

Signed, sealed and delivered  
this 16 day of APRIL, 2005  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

JANNY SHORTER  
Owner's Printed Name

[Signature]  
Owner's Signature

4613 MCTYRE WAY  
Owner's Address

[NOTARY SEAL]

CARY H. LIPHART  
Notary Public, Cobb County, Georgia  
My Commission Expires January 19, 2008

