

NORTHWOOD

**Homeowner
Information**



NORTHWOOD

Northwood Homeowners Association

Welcome to Northwood!

Please sign the acknowledgment below indicating that you:

1. Understand that Northwood is a covenanted community.
2. Have been given a copy of the Northwood Protective Covenants and Bylaws.
3. Agree to abide by the covenants.
4. Understand that Association dues of \$400 are payable in January of each year.
5. Have received a key to the pool/tennis courts.

_____ Date _____
Homeowner's Signature

Please **print** name

_____ Date _____
Homeowner's Signature

Please **print** name

_____ Cell phone _____
Phone number

E-mail

Address



NORTHWOOD

Acknowledgement and Signature Page

(to be removed at closing, or when you receive packet)

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NORTHWOOD

Northwood Homeowners Association Directory Information (Please Print)

Owner:

Name _____ **Work Phone** _____

Name _____ **Work Phone** _____

Address _____ **Fax** _____

E-Mail _____

Children:

Name _____ **Name** _____

Name _____ **Name** _____

Name _____ **Name** _____

Emergency Contact Name _____

Home Phone _____ **Work Phone** _____

I do NOT wish to be listed in the neighborhood directory. Check Here _____

Please mail to: Northwood Homeowners Association
P.O. Box 683
Oxford, GA 30054



NORTHWOOD

Northwood Homeowners Association
P.O. Box 683
Oxford, GA 30054
northwood1hoa@bellsouth.net

Welcome Neighbors,

The Northwood Homeowners Association welcomes you to our neighborhood! We're glad you found us and know you will be happy here. Northwood is a great neighborhood with friendly people and nice amenities.

This is our Homeowners Packet which contains useful information about our community, the pool and the clubhouse. It also contains a copy of the **Northwood Protective Covenants and the Northwood Bylaws**. We hope you will take the time to read them so you will be familiar with the rules governing our community.

Please understand that if you are planning to make any exterior changes to your property, including fencing, you must complete the enclosed Modification Form and submit it for approval before you begin your project. The Community Architectural Committee (CAC) will review your proposal to insure that it conforms to the covenants, and you will be notified in writing of its approval or denial.

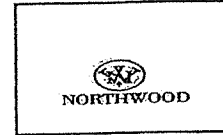
We have enclosed a "Directory Information Sheet" for the Association's records and general neighborhood distribution. This information will make it possible for us to contact you in the event of an emergency such as fire, broken water pipes, etc. It also ensures that we have the correct information in our records so that you will receive all communications from the Association. If you do not wish to have your name included in a neighborhood directory please check the appropriate box. All information is for Association use only.

If you have any questions regarding covenant issues, common area maintenance, bookkeeping or other administrative issues, or if we can help you in any way, please do not hesitate to call any member of the Board.

Sincerely,

Board of Directors
Northwood Homeowners Association

Northwood Homeowner's Association Application for Modifications



Name _____ Date _____

Address _____

Phone Number (Home) _____ (Office) _____

Modification request: Brief description as to nature and location of modification. Please include drawings, pictures, site plans, contractors specifications, materials list, etc. Always include a site plan showing dimensions and location of proposed construction.

Home Owners Signature _____

Start Date _____ Completion Date _____

Note: Remember the CAC has 30 days from date of submission to review and either approve or deny your modification request.

IMPORTANT NOTICE: For your protection, inquire with the City, County, and/or any other government agency applicable regarding required permits before starting any work on your property involving new construction, alterations, or additions (etc.) Also find out where utility lines are and make sure if you are on septic that your modifications do not affect your system.

APPROVAL OF ANY STRUCTURE OF ARCHITECTURAL CHANGE BY THE CAC IS IN NO WAY A CERTIFICATION THAT THE STRUCTURE OF ARCHITECTURAL CHANGE HAS BEEN BUILT IN ACCORDANCE WITH GOVERNMENTAL RULE OR REGULATION OR THAT THE STRUCTURE COMPLIES WITH SOUND BUILDING PRACTICE OR DESIGN.

Submit copies to: Northwood Homeowner's Association
P.O. Box 683
Oxford, GA 30054

APPROVED: _____ DATE: _____

DENIED: _____ DATE: _____

Approval Notification Sent: _____



NORTHWOOD

Northwood Homeowners Association
P.O. Box 683
Oxford, GA 30054
northwood1hoa@bellsouth.net

Some Important Neighborhood Rules and Regulations

Taken from the Northwood Protective Covenants

1. **Mailboxes** must be in compliance with the neighborhood standard mailbox.
2. **All fencing** must be approved **in advance**, in writing, before installation.
3. All vehicles should be parked in the garage or driveway. Vehicles are not allowed to park on the street overnight. Parking in yards is prohibited.
4. **No boats, motor homes, trailers**, motorcycles, minibikes, scooters, go-carts, construction trucks, campers, buses, etc. may be parked upon any portion of the subdivision (or driveway) in excess of 12 hours, (unless kept in a garage).
5. No 18 wheel trucks or the cabs of these trucks, or other trucks, shall be parked, kept or stored in the subdivision, not even over night.
6. No unlicensed vehicles are allowed to be operated on the neighborhood streets (this includes but is not limited to dirt bikes, go-carts, golf carts, etc.)
7. **All property** is to be maintained in a "neat and attractive condition".
 - a. Grass should be cut and edged on a regular basis, (before it gets too tall.)
 - b. Lawns and curb side areas should be weed free.
 - c. Mulched areas should be refreshed regularly and kept weed free.
 - d. Grass clippings should be swept up and not left in the street.
 - e. Property should be free of dead shrubs, dead trees or tree stumps.
 - f. Bare spots in the front yard should be re-sodded or covered with mulch.
8. All playground equipment must be located in the rear of the house in such a way that limits its visibility from all public rights of way.
9. All antennas (including satellite dishes) must be located in the rear of the house and must not exceed five (5) feet above the roof line.
10. No livestock or poultry animals are allowed. No commercial breeding of pets is allowed
11. Any additions or outbuildings (garages or storage houses) **MUST** be approved in writing, **before** construction begins.

After you have been notified by certified mail, continued violation of any covenant could result in a \$50 a day fine, until corrected



NORTHWOOD

Pool Rules

When you or your family members are visiting the pool, please keep the following in mind:

**There is NO LIFEGUARD at the pool.
NO DIVING IS ALLOWED**

1. A Northwood Member must be present with guests at all times.
2. Each household may have up to six (6) guests at one time.
3. Any child under the age of sixteen (16) **MUST** be accompanied by an adult.
4. **ALL** children who are not toilet trained **MUST** wear swim diapers.
5. No glass is allowed inside the pool area or on the tennis courts.
6. Only toys designated for pool use are allowed in the pool.
7. Use caution when playing with toys and always be respectful of others.
8. No running is allowed in pool area.
9. **NO** pets are allowed in the pool or pool area.
10. Homeowners are responsible for cleaning up after themselves and disposing of all litter in the trash cans.
11. Please dispose of cigarette butts in the containers provided.

Additional health and safety pool rules and regulations are posted inside the pool area. Please read and obey the posted rules.

Please discuss these guidelines with your family and guests to ensure a safe and fun visit to the pool for everyone.

*If you are the last person to leave the pool area
please close the umbrellas and make sure the restrooms doors are locked.*

Tennis Courts

The tennis courts are available on a first come basis. Use is limited to **ONE HOUR**. Please be considerate of other players. Your pool key will unlock the gate and the lights are on a timer. No glass is allowed on the tennis courts. Please take any trash with you and lock the gate when you leave.



NORTHWOOD

Clubhouse Rental Form

Homeowner's Name _____

Address _____

Home Phone _____ E-Mail _____

Requested Date _____
Day of Week Month Date Year

Requested Start Time _____ a.m. / p.m.

Requested End Time _____ a.m. / p.m.

Clubhouse/pool officially closes at 10:00 p.m.

Purpose of Use _____

Number of guests invited _____ (Fire code limits occupancy to 52)

I have received a copy of the Clubhouse Rental Policies. _____
Please initial

PLEASE NOTE
The rental date will not be secure until checks payable to the Northwood HOA (\$50.00 rental fee, plus \$75.00 cleaning deposit) are received. If the clubhouse is left in good condition after use, the \$75.00 cleaning deposit will be returned. Garbage pick-up stops when the pool closes; therefore, if the pool is closed please take your trash with you when your party is over. There are plenty of garbage bags at the Clubhouse.

Summer Rental Guidelines

- The Clubhouse may be rented on Friday, Saturday or Sunday evenings during pool season, but **you will not have access to the pool.**
- The Clubhouse may not be rented on holidays during pool season.
- On Saturdays and Sundays the Clubhouse may be rented with pool privileges **from 10:00 a.m. to 2:00 p.m.** only, and a limit of 10 guests may use the pool at one time.



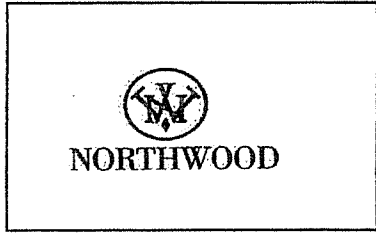
NORTHWOOD

Northwood Clubhouse Rental Policies

1. Only Northwood homeowners may request and use the clubhouse, and the **homeowner must be present during use**.
2. The clubhouse is available for all homeowners in good standing, on a first-come, first-served basis and is to be used **only** for social activities.
3. The use of the clubhouse must be secured by a \$125.00 usage fee for each event (\$50.00 rental fee and \$75.00 cleaning deposit). The cleaning deposit will be refunded if outside cleaning services are not required.
4. Any damages to the clubhouse/pool area will be the responsibility of the homeowner.
5. Decorations may be used as long as they are removed and cause no damage to the walls or attachment surfaces. Use of helium balloons is discouraged because they can get tangled in the ceiling fans and cause damage to the fans.
6. Rental of the clubhouse can be limited and restricted in order to insure that all homeowners may have an opportunity to use it.
7. All event attendees under 18 must be accompanied by the adult owner.
8. Smoking is NOT allowed in the clubhouse or restrooms.
9. Pets are NOT allowed in the clubhouse or pool area.
10. No wet traffic is allowed in the clubhouse.
11. Homeowners are responsible for the conduct of their guests. All use of the clubhouse should be in a safe and legal manner and not objectionable to other homeowners. Noise should be kept to a reasonable level
12. Events should start and conclude at the agreed upon times.
13. When the pool is closed for the season you are not permitted inside the pool area.

When your event is over, you are responsible for the following:

- All trash is taken to the outside garbage cans. When the pool is closed for the season, take all trash with you when you leave.
- All food is removed.
- Adjust the air conditioning to 80 degrees or heating to 55 degrees.
- The lights are turned off.
- The doors are locked.
- You return the clubhouse key as arranged.



Northwood Homeowner's Association

Common Area Maintenance Request Form

Please send to:

Northwood Homeowners Association
P.O. Box 683
Oxford, GA 30054

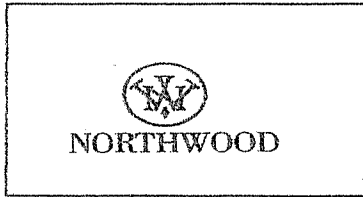
I have noted the following maintenance problem in the common areas of our community, and would appreciate your prompt attention:

Sincerely,

Name

Date

Telephone number



Northwood@issue

Your Name _____

Your Address

Your Phone Number _____

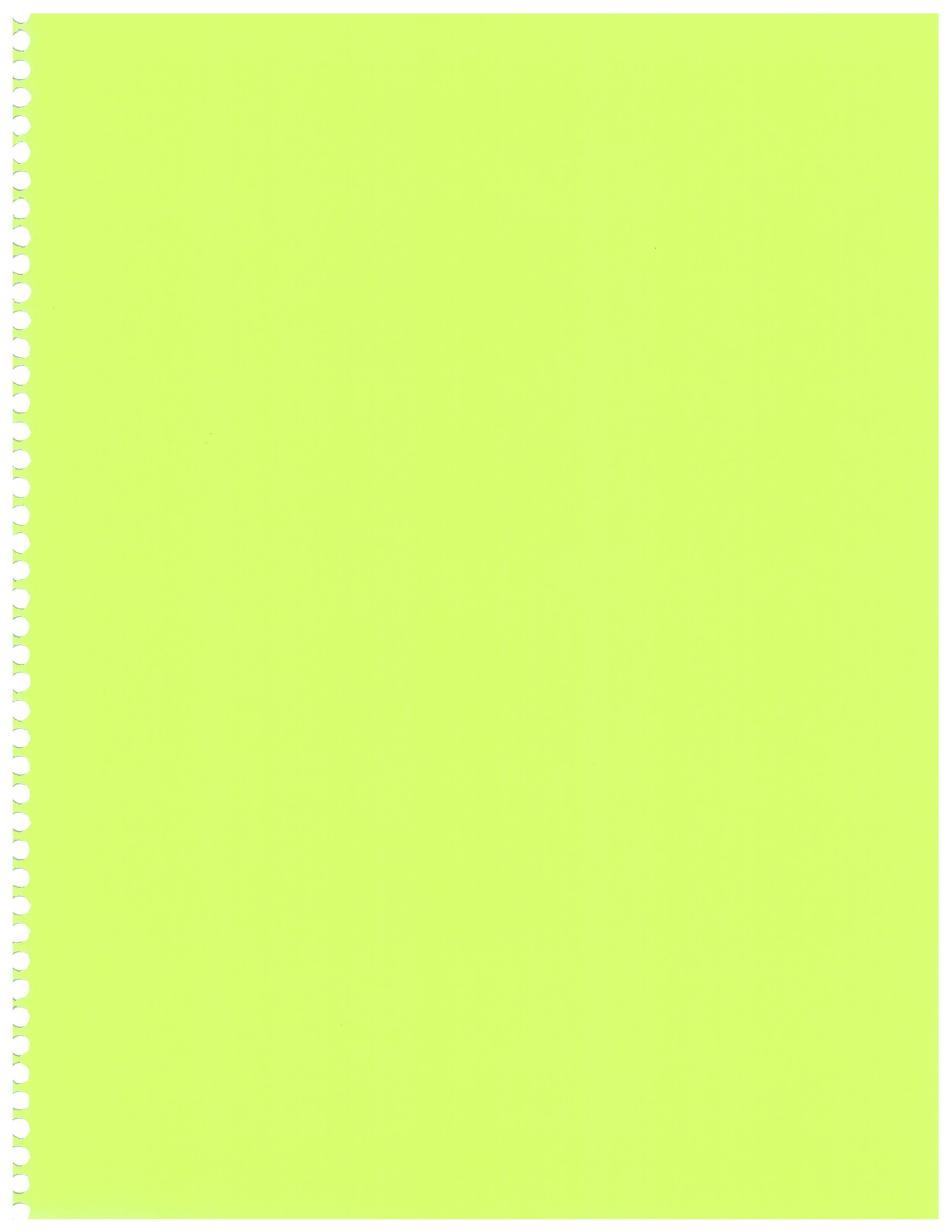
Please explain the issue, providing sufficient detail so the matter may be properly evaluated.

What provisions (if any) of the Northwood covenants do you believe are or may be applicable?

Please fax or mail this form to:

Northwoods Homeowners Association, Inc.
P.O. Box 683

You may be contacted after the receipt of this form, to discuss if necessary.





Northwood Subdivision Covenants

Copies of Recorded Versions

Assembled Feb. 19, 2003
By Larry McSwain, R.J. Fields Dev. Inc.

Northwood Subdivision Covenants

Copies of Recorded Versions

Assembled Feb. 19, 2003
By Larry McSwain, R. J. Fields Dev. Inc

History:

1. Mar. 12, 1998- Original Covenants for Phase I recorded. (Phase I, Units 1 and 2, consists of lots 1-19, 91, 92, 103-109, 113-125.)
2. March 27, 1998 –First amendment to original covenants filed to correct error in wrong deed book. Covered property is recorded in plat book 31 (not 38), pages 180, 181, 193,194,195).
3. Dec. 7, 1999- Phase I covenants amended and also extended to additional lots in Phase I, Unit 3 (lots 126-131). Covenant recorded in deed book 884, page 246. *Note that higher architectural standards apply to lots on Northwood Oak Drive, verses those on Johnson Rd, Duncan Rd, Northwood Springs Dr, Northwood Creek Way, Clear Springs Lane, and Woodbine Lane(page5).*
4. March 13, 2001- Covenants for Phase II, Unit I (lots 97-100, 151- 155) established to be same as those filed Dec. 7, 1999 for Phase I, Units 1, 2 and 3. Recorded in deed book 1015, page 314.
5. July 13, 2001- New Declaration of Covenants for Phase II, Unit 1 and 2 established. Deed book 1069, page 394. *Note that higher architectural standards (sq. ft) apply to Unit 1, lots 97-100 and 151, vs. Unit 2 lots which are No. 20-38, 54-70, 87-96 (page 4).*
6. Oct. 29, 2001- Cancellation filed to withdraw Phase II, Unit 1 from the covenants filed in deed book 1015, page 314, dated March 13, 2001, leaving those filed July 13, 2001 in effect for Phase II.
7. **Above actions in total result in the following Covenants in force as of this date:**
 - a. Covenants for Phase I, Units 1, 2 and 3 are those originally filed March 12, 1998 and amended March 27, 1998 and Dec. 7, 1999. **For Phase I, refer to the Dec. 7, 1999 version recorded in deed book 884, page 246 for covenants now in force.**
 - b. Covenants for Phase II, Units 1 and 2 are those filed July 13, 2001 since earlier declarations were cancelled for Unit 1. **For Phase II, refer to the July 13, 2001 covenants recorded in deed book 1069, page 394.**

710
929 1120

RECORDED March 12, 1998
4:28pm
BOOK 713 PAGE 74-78
LINDA D. HAYS
CLERK SUPERIOR COURT
NEWTON COUNTY, GEORGIA

C ORIGINAL
COVENANTS Filed
For NORTHWOOD
Phase I
3/12/98

DECLARATION OF PROTECTIVE COVENANTS

NORTHWOOD

made this 13th day of March, 1998, by BROADLEAF DEVELOPMENT VENTURES, under the laws of Georgia and having its principal office in Newton County, Georgia.

WITNESSETH

BROADLEAF DEVELOPMENT VENTURES, INC. owns a certain tract or parcel of land lying and being in Newton County, Georgia, and being recorded in the Clerk's Office of Newton Superior Court; and said tract or parcel of land is being subdivided into single-family residential lots (hereinafter "Lot" or "Lots") identified in Newton County, Georgia, and as evidenced by the plat recorded in Plat Book 38, pages 180 and 181, and

WHEREAS, this Declaration may be later amended by the Declarant by adding thereto additional phases of NORTHWOODS subdivision by submitting same to this Declaration by written instrument filed in the Office of the Clerk of the Superior Court of Newton County, Georgia; and

WHEREAS, it is to the benefit and advantage of the undersigned and its successors and assigns in ownership of said lots or parcels that protective covenants relating to the use of all said property be established and that these covenants be published and declared to be covenants running with the land above described, and said covenants are restricted solely to the property described in the above stated plat.

NOW, THEREFORE, IN CONSIDERATION of the benefits, the undersigned does hereby proclaim, publish and declare that these restrictive covenants shall apply to all lots set forth in the above described plat, recorded in Plat Book 38, pages 180 and 181, of NORTHWOODS, and the same is hereby made a part of this declaration.

It is further declared that all owners, now and hereafter, including the grantees, their successors, heirs, administrators, or assigns, or anyone claiming title under the corporation making this declaration, and the property, shall be bound until terminated by operation of law or until the 15th day of October, 2047, midnight.

THE COVENANTS ARE HEREIN SET FORTH, TO WIT:

1. Single-family Dwelling. No temporary house, trailer, shack, or tent shall be erected on said lots or parcels to be used for school, kindergartens or church purposes. No mobile, modular, or relocated homes shall be permitted on said property. All lots or parcels to which these restrictions are applicable shall be used for single-family residence purposes only.
2. No Lot Subdivided. No lot shall be re-subdivided without written permission of BROADLEAF DEVELOPMENT VENTURES, INC., or its designee.
3. Occupancy. Before any lot may be occupied, the improvements constructed or to be constructed thereon must be completely finished on the exterior in accordance with the plans approved by BROADLEAF DEVELOPMENT VENTURES, INC. or its designee. All of the lawn which is visible from any street must be planted with grass or have other suitable ground cover, and the driveway must be paved.
4. Driveways. All driveways must be concrete paved. Driveway approaches must meet BROADLEAF DEVELOPMENT VENTURES, INC.'s specifications, and approval as to location must be given by BROADLEAF DEVELOPMENT VENTURES, INC. or its designee.
5. No Refuse, Animals or Poultry. No lot or parcel of land shall be used as a dumping ground for rubbish, trash or garbage, nor shall any lot or parcel be used for keeping or breeding of livestock animals or poultry of any kind, except that household pets may be kept provided that they are not kept for breeding or maintained for any commercial purpose. Provided, however, that on lots 129, 130, 131, 132, 133, 134, 135, and 136, not more than 2 horses per acre of ownership may be kept and maintained thereon so long as adequate facilities for the care and maintenance of same are provided as approved by BROADLEAF DEVELOPMENT VENTURES, INC.
6. Noise or Odors. No offensive activities shall be carried on upon any of the properties which shall create an annoyance or unusual noise or odors for a residential neighborhood. Noise shall be kept to a minimum from 10:00 p.m. to 6:00 a.m. the following day. No unlicensed vehicles, such as dirt-bikes, mini-bikes, go-carts, or unusually loud motorcycles, will be allowed to be operated on any streets or common areas in NORTHWOOD.
7. Building Lines/Set-backs. No building shall be located nearer to a street line than indicated by the building lines shown on the plat (40 feet). For the purposes of this covenant, eaves, steps, and open porches not covered by a roof structure shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of the building or construction of any lot to encroach upon another lot, nor shall any lot or parcel be reduced or subdivided.
8. Plan and Specification Approval. No building shall be erected, placed, altered, or permitted to remain on said land until the building plans, elevations, specifications of materials, specifications of exterior finishes, specifications of construction method, with plot plans showing the location of such buildings, have been approved in writing by the undersigned, its successors or assigns, as to conformity and harmony of external finishes, colors, designs, and general quality with the existing standards of the neighborhood, and as to the location of the building with respect to topography and finished ground elevation, which approval shall be the sole discretion of BROADLEAF DEVELOPMENT VENTURES, INC., or its designee. Said approval in writing shall not

be required with respect to the construction upon any lot or parcel after ten (10) years, shall have expired from the date of recordation of these covenants, except the requirement for conformity and harmony of external design, external color and finishes, and general quality with the existing standards of the neighborhood shall be applicable so long as those covenants are valid. If BROADLEAF DEVELOPMENT VENTURES, INC. or its designee fails to approve or disapprove such plans and specifications within thirty (30) days after same have been submitted to it, BROADLEAF DEVELOPMENT VENTURES, INC. shall be deemed to have approved said plans and specifications. After the final plans and specifications have been approved by BROADLEAF DEVELOPMENT VENTURES, INC., no changes may be made in said plans or specifications without the consent of BROADLEAF DEVELOPMENT VENTURES, INC. BROADLEAF DEVELOPMENT VENTURES, INC., or its designee, will sign all approved plans as required by this declaration. Upon designation writing executed and filed by the Declarant, the Association provided for hereinafter shall serve as such designee.

The following ARCHITECTURAL GUIDELINES shall be applied in general; however, BROADLEAF DEVELOPMENT VENTURES, INC. reserves the right, for itself or its designee, to approve a design which is not strictly in conformance with these guidelines if, in the sole discretion of BROADLEAF DEVELOPMENT VENTURES, INC., or its designee, the proposed construction substantially complies with the guidelines and protective covenants and will not detract from other residences already constructed in the subdivision. The architectural guidelines are as follows:

- a. Square footage. The minimum square footage on each home constructed shall be as follows:
- (1) As to lots 113 through 125, inclusive, homes having not more than one story of above-ground living area shall have no less than 2000 square feet of heated area; homes having two stories or more of above-ground living area on these lots shall have no less than 2400 square feet of heated area.
 - (2) As to lots 1-19, inclusive, and lots 91 and 92, homes having not more than one story of above ground living area shall have no less than 1800 square feet of heated area; homes having two stories or more of above-ground living area on these lots shall have no less than 2200 square feet of heated area.

All dwelling buildings erected on any lot shall be "stick built" type homes, not factory built or modular homes. The minimum square footage is described as heated space, and this floor space requirement shall be exclusive of any space in garages and finished basements.

b. Garages. All homes must have two-car garages with finished interiors, and these garages must have overhead doors. No carports shall be permitted in the subdivision. The garage is not permitted to be enclosed and used for living area.

c. Roofing. All roofing materials shall be asphalt, fiberglass or cedar shingles or shakes, and the roof will have a pitch of no less than 8/12 and no greater than 12/12. Only roof colors and materials approved by BROADLEAF DEVELOPMENT VENTURES, INC. shall be used.

d. No exposed blocks. Whenever a building or retainer wall erected on any lot or parcel is constructed in whole or in part of concrete, concrete blocks, cinder block or other fabricated masonry block units, such blocks shall be veneered with brick or natural stone or other approved materials over the entire surface exposed above finish grade.

e. Exteriors. All brick, roofing, and color tones for exterior of the building must be approved in writing by BROADLEAF DEVELOPMENT VENTURES, INC.

9. Signs. No advertising signs, billboards, or high and unsightly structures shall be erected on any lot or displayed to the public on any lot, without the written permission of BROADLEAF DEVELOPEMNT VENTURES, INC. or its designee, successors, or assigns, being obtained. The undersigned shall be authorized to withhold its approval or consent until being furnished information as to the size, style, and color of any proposed signs permitted hereunder.

10. Property Maintenance Requirements. The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition. Upon the failure of any owner to maintain his lot (whether vacant or occupied) in a neat and attractive condition, BROADLEAF DEVELOPMENT VENTURES, INC. or its designee, or the authorized agents or successors and assigns, may, after ten (10) days notice to such owner, enter upon such lot and have the grass, woods and other vegetation cut when, and as often as, the same is necessary in its judgment, and may have dead trees, shrubs and other plants removed therefrom. Such owner shall be personally liable to BROADLEAF DEVELOPMENT VENTURES, INC. and/or the Association, for the cost of cutting, clearing and maintenance described above, and the liability for amounts expended for such cutting, clearing and maintenance shall be a permanent charge and lien upon such lot, enforceable by BROADLEAF DEVELOPMENT VENTURES, INC. or its designee, successor or assigns by an appropriate proceeding at law or in equity. All costs incurred by BROADLEAF DEVELOPMENT VENTURES, INC. on behalf of such owner shall be reasonable. Although notice given as hereinabove provided shall be sufficient to give BROADLEAF DEVELOPMENT VENTURES, INC. or its designated committee, or its successors and assigns, the right to enter upon any such lot and perform the work required, entry for the purpose of performing the work required shall be only between the hours of 7:00 a.m. and 6:00 p.m. and on any day except Sunday. The Association provided for herein shall have be able to enforce the requirements of this paragraph in the same manner as Declarant.

10. Easements. Easements are reserved to the undersigned, its successors or assigns, for installation and maintenance of utilities, drainage facilities, storm sewers, and sanitary sewers over the rear ten feet of each parcel or lot, and five feet wide along each side line, with a further easement reserved to cut or fill at a 3-in-1 slope in accordance with the engineering plans along the boundaries of all public streets or roads diverted from drainage swales, storm sewers, and/or utility easements as designated herein, or as may hereafter appear on any plat of record in which reference is made to these covenants. Where there are underground electric and telephone systems and/or utility easements as designated herein, or as may hereafter appear on any plat of record in which reference is made to these covenants, the builder is requested to give notification prior to construction to the individual utility companies whereby the most efficient and appropriate route for the cable between the road and house can be ascertained.

11. Enforcement/Legal Proceeding. Any violation of any of the covenants herein set forth by a person, firm or corporation obligated to comply with the same, in such event, any person entitled to protection under these covenants may proceed at law or in equity or in any court, either civil or criminal, to prevent a reoccurrence of said violation or to recover damages for such violation. These covenants may also be enforced by Northwoods Homeowner's

Association, Inc. (hereinafter the "Association").

12. Liquidated Damages. Any owner violating this covenant, or permitting the covenant to be violated by a person occupying his or her premises, agrees to liquidated damages not to exceed \$50.00 a day for each violation. It is agreed that the damages shall be recoverable for each calendar day the violation continues. The recovery may be made by any owner of any lot or parcel subject to these covenants, except the violator shall not be required to pay damages to more than one person, plaintiff or complainant.

13. Invalidation. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. These covenants shall likewise be considered separable with respect to their imposition by the undersigned in deeds of conveyance as provided above, and the undersigned shall be authorized to eliminate the applicability of one or more such covenants by enumerating them in any such deed of conveyance.

14. No Waiver. The failure of BROADLEAF DEVELOPMENT VENTURES, INC. to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements herein contained shall not be construed as a waiver or a relinquishment in the future of the enforcement of any such term, covenant, condition, provisions or agreement. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision, or agreement shall not be deemed a waiver of such breach, and no waiver by BROADLEAF DEVELOPMENT VENTURES, INC. of any covenants, condition, provision or agreement shall be deemed to have been made unless expressed in writing and signed by BROADLEAF DEVELOPMENT VENTURES, INC. or its designee.

15. Zoning. Zoning regulations applicable to property subject to this declaration shall be observed. In the event of any conflict between any provision of such zoning regulation or restrictions and the restrictions of this declaration, the more restrictive provisions shall apply.

16. Fences. Any fences must be approved by BROADLEAF DEVELOPMENT VENTURES, INC. or its designee. No fences shall be located except in the rear area of a dwelling. The fence shall be directly behind a dwelling and rear corners of the house, and shall be no higher than five (5) feet tall.

17. Radio, Television/Satellite Dish. All radio and television antennas must be located in the rear of the house and must not exceed five (5) feet above the roof lines of a dwelling. Satellite dishes must be positioned so as not to be seen from any angle on the street, and shall be approved by BROADLEAF DEVELOPMENT VENTURES, INC.

18. Mailboxes and Post. Plans for all mail boxes must be submitted and approved by BROADLEAF DEVELOPMENT VENTURES, INC.

19. Vehicles. The term "vehicles" as used in this provision shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, and automobiles. All vehicles shall be parked within garages, driveways or other paved parking area located on a lot. Parking in yards is prohibited. If the lot includes a garage with exterior doors, the doors shall be kept closed at all times, except during times of entry and exit from the garage, or when someone is working in or around the garage. No vehicle may be left upon any portion of the subdivision, except in a garage or other area designated by the developer, for a period longer than five (5) days if it is unlicensed or if it is in a condition so that it cannot operate on public streets. After the five (5) day period, the inoperable vehicle shall be considered a nuisance and may be removed from the subdivision. No boat, recreational vehicle, motor home, mobile home, or towed vehicle shall be temporarily kept or stored in the subdivision for any period in excess of twelve (12) hours unless kept in a garage or other area designated by the developer. Vehicles parked in violation of this provision shall be considered a nuisance and may be removed from the subdivision. Trucks with mounted campers which are an owner's or occupant's primary means of transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal. No eighteen wheel trucks or the cabs of these trucks or trucks with a gross weight in excess of three-quarters of a ton shall be parked (shall not even be parked overnight), kept or stored in the subdivision, and if so parked, kept, or stored shall be considered a nuisance and may be removed from the subdivision. However, moving vans, service or delivery vehicles may be parked in the subdivision for such period of time as is reasonably necessary to provide each service.

20. Landscaping. All front yards must be sodded with grass of a type approved by BROADLEAF DEVELOPMENT VENTURES, INC.; side yards must be sodded for the full extent of the public roadway frontage on each lot. Unless approved by the Declarant in writing, all slopes or banks must be either sodded or landscaped with an approved ground cover or pine straw and juniper. Landscaping designs for the entire lot must be approved by BROADLEAF DEVELOPMENT VENTURES, INC. in all cases where special allowances have been given to builders to enhance the lot affected. Trees shall not be removed except as necessary for construction or landscaping except with the prior consent of BROADLEAF DEVELOPMENT VENTURES, INC.

22. Detached Structures. All detached structures, such as storage buildings, workshops or sheds must be approved by BROADLEAF DEVELOPMENT VENTURES, INC. or its designee. All detached buildings must be located near the rear of a lot directly behind the dwelling. Exterior building materials and color tones must be in keeping with the primary dwelling. Metal exteriors will not be permitted. Outside clotheslines will not be permitted on any lot without written approval by BROADLEAF DEVELOPMENT VENTURES, INC. or its designee.

22. Other Structures; Playground or Recreation Equipment. Nothing shall be erected, placed or altered on any lot nearer to any street than building set-back lines unless the same be retaining walls of masonry construction which do not, in any event, rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized, except that this restriction shall apply to that which has been approved by developer. The exposed part of the retaining walls shall be made of brick, natural stone, or veneered with brick, natural stone, or other approved material. All playground or other outdoor recreational equipment maintained on the property shall be located in the rear yard of the primary dwelling in such as way as to limit its visibility from all public rights of way.

23. Section Headings. Section and other headings contained in this agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this agreement or any provision hereof.

24. Exemptions. All lots owned by Broadleaf Ventures, Inc. and used by the developers for construction, development, offices, garages for equipment, storage of materials and supplies, and for sales offices and accommodations, shall be exempt from Sections 1 through 25 of this Article.

26. Association; Membership and Voting Rights

There shall be created a corporation to be known as "Northwoods Homeowner's Association, Inc." which shall serve as the Association hereinafter referred to.

26.1 Membership. Every owner shall be entitled and required to be a member of the Association. If title to a lot is held by more than one person, each of the persons shall be member, but the membership in the Association shall be appurtenant to the lot and the right to vote shall be transferred automatically to the new owner(s) of the lot. No person other than the owner of a lot or the Declarant may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of title of a lot. Voting in the Association shall be allocated so that each lot shall have one vote; if multiple owners of a single lot exist, such owners shall decide among themselves how to vote on any issue and shall cast one vote for the lot. In the event multiple owners cannot agree on how to vote in any matter, the vote for that lot shall not be counted by the Association.

26.2 Administration by Declarant. Notwithstanding any other provisions of these covenants, the Declarant shall be solely responsible for the administration of the Association until the earlier of: (1) such time as seventy-five per cent (75%) of all Lots (not including common areas) have been conveyed to individual Lot owners, or (2) January 1, 2007. Until such time, the powers and duties of the Association, including those of the Board of Directors of the Association, shall be performed by and vested in the Declarant, unless sooner relinquished by the Declarant to the Association by written instrument recorded in the Office of the Clerk of the Superior Court of Newton County, Georgia.

27. Assessments.

27.1 Creation of Lien and Personal Obligation of Lot Owners for Assessments. The Declarant, for each Lot owned within the properties, hereby covenants, and each Owner of any Lot by acceptance of a Deed thereto, whether or not expressed in such deed, is deemed to covenant and agree to pay to the Association the following assessments, to wit: (i) special assessments for capital improvements established and collected in accordance with procedures herein described; (ii) annual assessments; and (iii) specific assessments against any particular lot which are established pursuant to these Protective Covenants. All such assessments, together with interest and costs, shall be both a charge on the land and a continuing lien upon the Lot against which the assessment is made and a personal obligation of the Owner(s) of the Lot at the time the assessment became due.

27.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners of the Properties, to pay the costs of improvements and maintenance of the Common Area, to make such repairs as the Association shall deem proper, and to pay ad valorem taxes and other charges (insurance, utilities, professional fees and charges, etc.) arising as a result of its operation, ownership and control of the Common Area. In addition, assessments may be made for the purposes of establishing reasonable reserves as may be determined by the Board of Directors of the Association. No mortgagee of any property within NORTHWOOD shall be required to collect any assessment, and failure to pay any assessment shall not constitute a default under any mortgage or deed to secure debt on the property.

27.3 Annual Assessment. Prior to January 1 of each calendar year, the Board of Directors of the Association shall establish a budget for operation of the Association and maintenance of its property. Based on this budget, the Board of Directors shall fix the amount of the annual assessment against each lot, and shall notify by first class mail to the last address furnished to the Association each owner of the amount thereof, and the due dates for payment.

27.4 Special Assessments. Should the annual assessment prove to be inadequate for any given period for any reason, the Board may, at any time, levy a special assessment for purposes of meeting the expenses of the Association.

27.5 Special Assessments for Capital Improvements. In addition to the assessments provided hereinabove, the Association may levy a special assessment for capital improvements to the property of the Association, or for the repair, reconstruction, or replacement of any portion of the Common Area; provided, however, that such Special Assessment for Capital Improvements shall be approved by at least 60% of those members of the Association in attendance at a special meeting called for such purpose.

27.6 Notice of Meetings. Notice of any meeting required by these covenants or the by-laws of the Association shall be given by mailing by first class mail to the last address furnished by each owner to the Association at least seven, but not more than thirty, days prior to the scheduled meeting of the Association.

27.7 Uniformity of Assessments. Notwithstanding any action of the Board of Directors or otherwise, each assessment made pursuant to the provisions of these Protective Covenants shall be equal for each Lot.

27.8 Liens for Assessments. All sums assessed to any Lot pursuant to this Article, together with interest, costs and attorney's fees, shall be secured by a lien on such Lot in favor of the Association, which lien shall be superior to other liens or encumbrances on such Lot, excepting only:

- (i) Liens for ad valorem taxes; and
- (ii) Liens for sums unpaid on any mortgage secured by a Deed to Secure Debt (Mortgage) given on such Lot and duly recorded on the public records of Newton County, Georgia including all amounts advanced pursuant to such Deed to Secure Debt and secured thereby in accordance with the terms of the instrument.

Notices of Lien shall be filed only after an assessment becomes delinquent in the Office of the Clerk of the Superior Court of Newton County, and shall contain a description of the lien claimed (including the amount thereof), a description of the Lot against which the assessment is made, and the name of the owner of the Lot at the time the assessment became delinquent. After notice, the lien may be foreclosed by Association in the same manner provided for foreclosure of Deeds to Secure Debt under Georgia Law.

28. Special Provisions for Common Areas

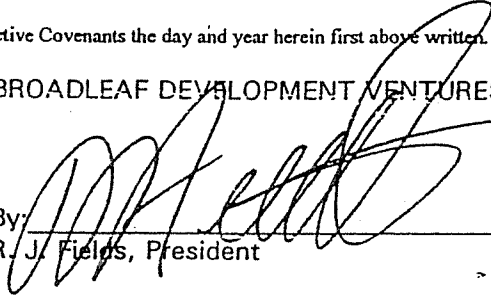
The property designated on the plat of the subject property as "Common Area" is hereby conveyed to the Association. Subject to the reasonable regulations of the Association, each person owning a Lot in NORTHWOOD shall have a right and easement of enjoyment in the Common Area, which right is appurtenant to the lot owned.

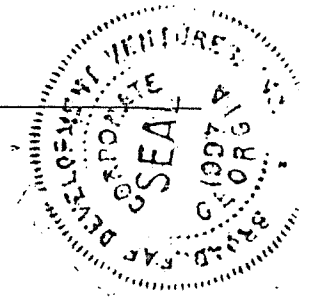
29. Termination of Covenants. The above referred to protective covenants shall terminate on October 15, 2047, excepting only that those provisions relating to assessments and the Association shall survive such termination and shall continue as charges against the individual Lots.

30. Amendment of Covenants. These Protective Covenants may be amended at any time and from time to time by written instrument executed by at least two-thirds of the record owners of Lots within NORTHWOODS.

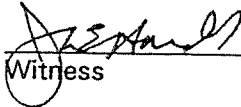
In witness whereof, the Declarant has executed these Protective Covenants the day and year herein first above written.

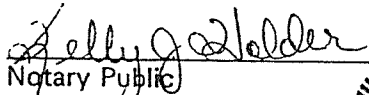
BROADLEAF DEVELOPMENT VENTURES, INC.

By: 
R. J. Fields, President



Signed, sealed and delivered
in the presence of:


Witness


Notary Public
My Commission Expires:



CORPORATE SEAL AFFIXED

SEAL AFFIXED

FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
CLERK SUPERIOR COURT
NEWTON COUNTY, GEORGIA

NORTHWOOD

THIS FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS made and published this 24TH day of March, 1998, by BROADLEAF DEVELOPMENT VENTURES, INC. (hereinafter the "Declarant"), a corporation formed under the laws of Georgia and having its principal office in Newton County, Georgia.

WITNESSETH

WHEREAS, BROADLEAF VENTURES, INC. owns a certain tract or parcel of land lying and being in Newton County, Georgia, and being more fully described in the deeds of BROADLEAF DEVELOPMENT VENTURES, INC. recorded in the Clerk's Office of Newton Superior Court; and

WHEREAS, the undersigned corporation has subdivided said tract into single-family residential lots (hereinafter "Lot" or "Lots") identified as NORTHWOOD located in the 9th Land District, Newton County, Georgia, and as evidenced by the plat recorded in Plat Book 31, pages 180 and 181, of the Clerk's Office of Newton County Superior Court, and

WHEREAS, the undersigned corporation has further subdivided the property into single-family residential lots as evidenced by additional plats recorded in Plat Book 31, pages 193, 194 and 195 of the Clerk's Office of Newton County Superior Court and is desirous of making the property described therein subject to the original DECLARATION OF PROTECTIVE COVENANTS appearing in deed book 713, pages 74-78, said records, and correcting a scrivener's error in the Protective Covenants wherein the Plat Book for said plats was incorrectly stated as Plat Book 38 (rather than Plat Book 31).

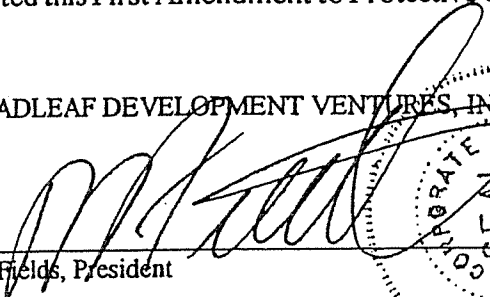
NOW, THEREFORE, IN CONSIDERATION of the benefits, the undersigned does hereby proclaim, publish and declare that the restrictive covenants appearing of record in Deed Book 713, Pages 74-78 in the Office of the Clerk of the Superior Court of Newton County, Georgia shall apply to all lots set forth in the above described plats, recorded in Plat Book 31, pages 180, 181, 193, 194, and 195, said Office, of NORTHWOODS, and the same is hereby made a part of this declaration. In addition, the following additional subparagraph is added to paragraph 8 thereof, to wit:

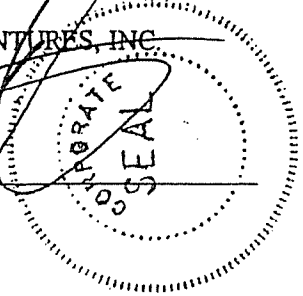
f. Only side-entry garages shall be permitted, and all garage openings shall have approved garage doors .

It is further declared that all owners, now and hereafter, including the grantees, their successors, heirs, administrators, or assigns, or anyone claiming title under the corporation making this declaration, and the property, shall be bound until terminated by operation of law or until the 15th day of October, 2047, midnight.

In witness whereof, the Declarant has executed this First Amendment to Protective Covenants the day and year herein first above written.

BROADLEAF DEVELOPMENT VENTURES, INC

By: 
R. J. Fields, President



Signed, sealed and delivered in the presence of:

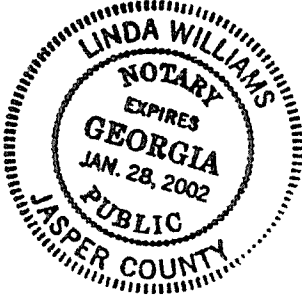


Witness



Notary Public
My Commission Expires:

CORPORATE SEAL AFFIXED



SEAL AFFIXED

BOOK 716 PAGE 213

Amended Covenants

1999

Prepared By:
David A. Henderson
Attorney at Law
P.O. Box 1034
1118 Conyers Street
Covington, Georgia 30

Phase I

9 am
9 1999
246-259

12/7/99

STATE OF GEORGIA
COUNTY OF NEWTON

DECLAR

THIS DECLARATION

Declarant, 1999,
(hereinafter the "Declarant"), a corporation formed under the laws of Georgia and having its principal office in Newton County, Georgia.

W I T N E S S E T H:

WHEREAS, BROADLEAF DEVELOPMENT VENTURES, INC. owns a certain tract or parcel of land lying and being in Newton County, Georgia, and being more fully described in deeds of BROADLEAF DEVELOPMENT VENTURES, INC. recorded in the Clerk's Office of Newton Superior Court, and

WHEREAS, the undersigned corporation has subdivided said tract into single-family residential lots (hereinafter "Lot" or "Lots") identified as NORTHWOOD located in the 9th Land District, Newton County, Georgia, and as evidenced by the plats recorded in Plat Book 31, Pages 180-181, Plat Book 31, Pages 193-195, Plat Book 32, Pages 60-61 and Plat Book 33, Page 266, of the Clerk's Office of Newton County Superior Court, and

WHEREAS, the Protective Covenants for NORTHWOOD were spread upon the Public Records of Newton County, Georgia (filed for record March 12, 1998) and recorded at Deed Book 713, Pages 74-78, Public Records of Newton County, Georgia, and

WHEREAS, the original Covenants were amended by First Amendment to Declaration of Protective Covenants Northwood and spread upon the Public Records of Newton County, Georgia (filed for record March 27, 1998) and recorded at Deed Book 716, Page

For Apparent Assignment & transfer of this instrument to

Weyerhaeuser Real Estate Dev. Co

392-Office of D. Hays Clerk
Book 1069 Page 393

212, Public Records of Newton County, Georgia, and

WHEREAS, the original Covenants recorded at Deed Book 713, Pages 74-78, Public Records of Newton County, Georgia, provided as follows:

"30. Amendment of Covenants. These Protective Covenants may be amended at any time and from time to time by written instrument executed by at least two-thirds of the record owners of Lots within NORTHWOOD."

WHEREAS, BROADLEAF DEVELOPMENT VENTURES, INC., remains the owner and record holder of currently at least two-thirds of the Lots within NORTHWOOD, and

WHEREAS, BROADLEAF DEVELOPMENT VENTURES, INC. is desirous of amending the Covenants so that this Amended Declaration of Protective Covenants for NORTHWOOD shall be the operative Covenants for NORTHWOOD (and any additional property added thereto as may be a part of the overall development/the total and overall development to be defined by BROADLEAF DEVELOPMENT VENTURES, INC.)

WHEREAS, this Declaration may be later amended by the Declarant by adding thereto additional phases of NORTHWOOD subdivision by submitting same to this Declaration by written instrument filed in the Office of the Clerk of the Superior Court of Newton County, Georgia, and

WHEREAS, it is to the benefit and advantage of the undersigned and its successors and assigns in ownership of said lots or parcels that protective covenants relating to the use of all said property be established and that these covenants be published and declared to be covenants running with the land above described, and said covenants are restricted solely to the property described in the above stated plat.

WHEREAS, these Amended Covenant are being published for the benefit of all property owners of Northwood to clarify and make the protective covenants more exact and are in no way intended to result in a financial or economic hardship on existing lot owners as all existing lot owners have complied with said covenants, as amended.

NOW, THEREFORE, IN CONSIDERATION of the benefits, the undersigned does hereby proclaim, publish and declare that the restrictive covenants shall apply to all lots set forth in the above described plats, recorded in Plat Book 31, Pages 180-181, Plat Book 31, Pages 193-195, Plat Book 32, Pages 60-61 and Plat Book 33, Page 266, of NORTHWOOD, and the same is hereby made a part of this declaration.

It is further declared that all owners, now and hereafter, including the grantees, their successors, heirs, administrator, or assigns, or anyone claiming title under the corporation making this declaration, and the property, shall be bound until

terminated by operation of law or until the 15th day of October, 2047, midnight.

THE COVENANTS ARE HEREIN SET FORTH, TO-WIT:

1. Single-family Dwelling. No temporary house, trailer, shack, or tent shall be erected on said lots or parcels to be used for school, kindergartens or church purposes. No mobile, modular, or relocated homes shall be permitted on said property. All lots or parcels to which these restrictions are applicable shall be used for single-family residence purposes only.

2. No Lot Subdivided. No lot shall be re-subdivided without written permission of BROADLEAF DEVELOPMENT VENTURES, INC., or its designee.

3. Occupancy. Before any lot may be occupied, the improvements constructed or to be constructed thereon must be completely finished on the exterior in accordance with the plans approved by BROADLEAF DEVELOPMENT VENTURES, INC., or its designee. All of the lawn which is visible from any street must be sod or planted with grass or have other suitable ground cover, and the driveway must be paved all as approved by BROADLEAF DEVELOPMENT VENTURES, INC..

Construction of each house must begin within two (2) years of the closing date for the lot purchase therefor, and must be completed within nine (9) months from the date of permit. If construction does not begin within two (2) years of lot purchase, BROADLEAF DEVELOPMENT VENTURES, INC. shall have the option to repurchase the lot at the original sales price less a ten (10) per cent real estate commission. If any lot is resold to another party, that party must begin construction within 180 days of lot closing and construction must be completed within nine (9) months from date of permit. This provision shall remain in perpetuity.

4. Driveways. All driveways must be concrete paved. Driveway approaches must meet BROADLEAF DEVELOPMENT VENTURES, INC.'s specifications, and approval as to location must be given by BROADLEAF DEVELOPMENT VENTURES, INC., or its designee. The area of the concrete drive from the paved street for a distance of 10 feet must be patterned with concrete stamp as approved by BROADLEAF VENTURES, INC. In addition, all lots fronting on Johnson Road and Duncan Road (existing county roads) must have headwalls constructed of masonry material on both ends of driveway drainage pipe as approved by BROADLEAF DEVELOPMENT VENTURES, INC..

5. No Refuse, Animals or Poultry. No lot or parcel of land shall be used as a dumping ground for rubbish, trash or garbage, nor shall any lot or parcel be used for keeping or breeding livestock animals (including but not limited to cattle, horses

and swine) or poultry of any kind, except that household pets may be kept provided that they are not kept for breeding, boarded or trained for hire, or maintained for any commercial purpose, including the sale thereof.

6. Noise or Odors. No offensive activities shall be carried on upon any of the properties which shall create an annoyance or unusual noise or odors for a residential neighborhood. Noise shall be kept to a minimum from 10:00 p.m. to 6:00 a.m. the following day. No unlicensed vehicles, such as dirt-bikes, mini-bikes, go-carts, or unusually loud motorcycles, will be allowed to be operated on any streets or common areas in NORTHWOOD.

7. Building Lines/Set-Backs. With regard to lots located on the existing county roads, Johnson Road and Duncan Road, within the subdivision, no building shall be located nearer to a street line than indicated by the building lines shown on the plat plus 45 feet; provided, however, that BROADLEAF DEVELOPMENT VENTURES, INC. may in its sole discretion grant waivers in writing of this provision to reduce the building line thereof in cases where the design or topography of the tract make such a waiver reasonable. For the purposes of this covenant, eaves, steps, and open porches not covered by a roof structure shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of the building or construction of any lot to encroach upon another lot, nor shall any lot or parcel be reduced or subdivided.

With regard to all interior lots, (lots not located on an existing county road), no building shall be located nearer to a curb than 75 feet, in other words there is a 75 foot front setback line. For the purposes of this covenant, eaves, steps, and open porches not covered by a roof structure shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of the building or construction of any lot to encroach upon another lot, nor shall any lot or parcel be reduced or subdivided.

All building sites must be approved by BROADLEAF DEVELOPMENT VENTURES, INC..

8. Plan and Specification Approval. No building shall be erected, placed, altered, or permitted to remain on said land until the building plans, elevations, specifications of materials, specifications of exterior finishes, specifications of construction method, with plot plans showing the location of such buildings, have been approved in writing by the undersigned, its successors or assigns, as to conformity and harmony of external finishes, color, designs, and general quality with the existing standards of the neighborhood, and as to the location of the building with respect to topography and finished ground elevation, which approval shall be the sole discretion of

BROADLEAF DEVELOPMENT VENTURES, INC., or its designee. Said approval in writing shall not be required with respect to the construction upon any lot or parcel after ten (10) years, shall have expired from the date of recordation of these covenants, except the requirement for conformity and harmony of external design, external color and finishes, and general quality with the existing standards of the neighborhood shall be applicable so long as those covenants are valid. If BROADLEAF DEVELOPMENT VENTURES, INC. or its designee fails to approve or disapprove such plans and specifications within thirty (30) days after same have been submitted to it, BROADLEAF DEVELOPMENT VENTURES, INC. shall be deemed to have approved said plans and specifications. After the final plans and specifications have been approved by BROADLEAF DEVELOPMENT VENTURES, INC. no changes may be made in said plans or specifications without the consent of BROADLEAF DEVELOPMENT VENTURES, INC., or its designee, will sign all approved plans as required by this declaration. Upon designation in writing executed and filed by the Declarant, the Associations provided for hereinafter shall serve as such designee.

The following ARCHITECTURAL GUIDELINES shall be applied in general; however, BROADLEAF DEVELOPMENT VENTURES, INC. reserves the right, for itself or its designee, to approve a design which is not strictly in conformance with these guidelines if, in the sole discretion of BROADLEAF DEVELOPMENT VENTURES, INC., or its designee, the proposed construction substantially complies with the guidelines and protective covenants and will not detract from other residences already constructed in the subdivision. The architectural guidelines are as follows:

- a. Square footage. The minimum square footage on each home constructed shall be as follows:
- (1) As to lots located on Northwood Oak Drive, homes having not more than one story of above-ground living area shall have no less than 2,000 square feet of heated area; homes having two stories or more of above-ground living area on these lots shall have no less than 2,400 square feet of heated area.
 - (2) As to lots located on Johnson Road, Duncan Road, Northwood Springs Drive, Northwood Creek Way, Clear Spring Lane, Woodbine Lane, homes having not more than one story of above-ground living area shall have no less than 1,800 square feet of heated area; homes having two stories or more of above-ground living area on these lots shall have no less than 2,200 square feet of heated area.

All dwelling buildings erected on any lot shall be "stick built" type homes, not factory built or modular homes. The minimum square footage is described as heated space, and this floor space requirement shall be exclusive of any space in garages and finished

basements.

b. **Garages.** All homes must have two-car garages with finished interior, and these garages must have overhead doors opening to the side. No carports shall be permitted in the subdivision. The garage is not permitted to be enclosed and used for living area. Detached garages will be permitted provided architectural drawings are submitted along with site plans showing the location of the building and the same must be approved by BROADLEAF DEVELOPMENT VENTURES, INC.. It is the intent that the design and material of any detached building shall conform to the design of the residence and the material of the residence. However, no detached garages shall be approved on any site regardless of the material and design unless the site is behind the residence.

c. **Roofing.** All roofing material shall be architectural shingles or shakes, and the roof will have a pitch of no less than 8/12 and not greater than 12/12. All roof colors and materials approved by BROADLEAF DEVELOPMENT VENTURES, INC. shall be used.

d. **No exposed blocks.** Whenever a building or retainer wall erected on any lot or parcel is constructed in whole or in part of concrete, concrete blocks, cinder block or other fabricated masonry block units, such blocks shall be veneered with brick or natural stone or other approved materials over the entire surface exposed above finish grade.

e. **Exteriors.** All residences, on all sides that (which in some cases could mean only three sides, but with respect to corner lots, could mean all four sides) may be visible from the road or street shall be brick, stucco or wood approved by BROADLEAF DEVELOPMENT VENTURES, INC. BROADLEAF DEVELOPMENT VENTURES, INC. must approve all siding, roofing and color tones for the exterior of the building in writing.

9. **Signs.** No advertising signs, billboards, or high and unsightly structures shall be erected on any lot or displayed to the public on any lot, without the written permission of BROADLEAF DEVELOPMENT VENTURES, INC. or its designee, successors, or assigns, being obtained. The undersigned shall be authorized to withhold its approval or consent until being furnished information as to the size, style, and color of any proposed signs permitted hereunder.

10. **Property Maintenance Requirements.** The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and

attractive condition. Upon the failure of any owner to maintain his lot (whether vacant or occupied) in a neat and attractive condition, BROADLEAF DEVELOPMENT VENTURES, INC., or its designee, or the authorized agents or successors and assigns, may, after ten (10) days notice to such owner, enter upon such lot and have the grass, woods and other vegetation cut when, and as often as, the same is necessary in its judgement, and may have dead trees, shrubs and other plants removed therefrom. Such owner shall be personally liable to BROADLEAF DEVELOPMENT VENTURES, INC. and/or the Association, for the cost of cutting, clearing and maintenance described above, and the liability for amounts expended for such cutting, clearing and maintenance shall be a permanent charge and lien upon such lot, enforceable by BROADLEAF DEVELOPMENT VENTURES, INC., or its designee, successor and assigns by an appropriate proceeding at law or in equity. All costs incurred by BROADLEAF DEVELOPMENT VENTURES, INC. on behalf of such owner shall be reasonable. Although notice given as hereinabove provided shall be sufficient to give BROADLEAF DEVELOPMENT VENTURES, INC. or its designated committee, or its successors and assigns, the right to enter upon any such lot and perform the work required, entry for the purpose of performing the work required shall be only between the hours of 7:00 a.m. and 6:00 p.m. and on any day except Sunday. The Association provided herein shall be able to enforce the requirements of this paragraph in the same manner as Declarant.

11. Easements. Easements are reserved to the undersigned, its successors or assigns, for installation and maintenance of utilities, drainage facilities, storm sewers, and sanitary sewers over the rear ten feet of each parcel or lot, and five feet wide along each side line, with a further easement reserved to cut or fill at a 3-in-1 slope in accordance with the engineering plans along the boundaries of all public streets or roads diverted from drainage swales, storm sewers, and/or utility easements as designated herein, or as may hereafter appear on any plat of record in which reference is made to these covenants. Where there are underground electric and telephone systems and/or utility easements as designated herein, or as may hereafter appear on any plat of record in which reference is made to these covenants, the builder is requested to give notification prior to construction to the individual utility companies whereby the most efficient and appropriate route for the cable between the road and house can be ascertained. As to Lots 1, 92, 103, 108, 113 and 125 (corner lots) Developer reserves an easement for the purpose of maintaining, repairing and improving, if necessary, the entrances as the entrances exist and in the area the entrances exist on the lots.

12. Enforcement/Legal Proceeding. Any violation of any of the covenants herein set forth by a person, firm or corporation obligated to comply with the same, in such event, any person entitled to protection under these covenants may proceed at law

or in equity or in any court, either a civil or criminal, to prevent a recurrence of said violation or to recover damages for such violation. These covenants may also be enforced by Northwood Homeowner's Association, Inc. (hereinafter the "Association").

13. Liquidated Damages. Any owner violating this covenant, or permitting the covenant to be violated by a person occupying his or her premises, agrees to liquidated damages not to exceed \$50.00 a day for each violation. It is agreed that the damages shall be recoverable for each calendar day the violation continues. The recovery may be made by any owner of any lot or parcel subject to these covenants, except the violator shall not be required to pay damages to more than one person, plaintiff or complainant.

14. Invalidation. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect. These covenants shall likewise be considered separable with respect to their imposition by the undersigned in deeds of conveyance as provided above, and the undersigned shall be authorized to eliminate the applicability of one or more such covenants by enumerating them in any such deed of conveyance.

15. No Waiver. The failure of BROADLEAF DEVELOPMENT VENTURES, INC. to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements herein contained shall not be construed as a waiver or a relinquishment in the future of the enforcement of any such term, covenant, condition, provisions or agreement. The acceptance of performance of anything required to be performed with the knowledge of the breach of a term, covenant, condition, provision or agreement shall not be deemed a waiver of such breach, and no waiver by BROADLEAF DEVELOPMENT VENTURES, INC. of any covenants, condition, provision or agreement shall be deemed to have been made unless expressed in writing and signed by BROADLEAF DEVELOPMENT VENTURES, INC., or its designee.

16. Zoning. Zoning regulations applicable to property subject to this declaration shall be observed. In the event of any conflict between any provision of such zoning regulation or restrictions and the restrictions of this declaration, the more restrictive provisions shall apply.

17. Fences, Clothesline and Air Conditioners. BROADLEAF DEVELOPMENT VENTURES, INC., or its designee must approve any fences. No fences shall be located except in the rear area of a dwelling and shall be no higher than five (5) feet tall. No outdoor clotheslines shall be permitted on any lot without written approval of BROADLEAF DEVELOPMENT VENTURES, INC. or its designee. Any window-mounted air conditioning unit shall not be

visible from any street.

18. Radio, Television/Satellite Dish. All radio and television antennas must be located in the rear of the house and must not exceed five (5) feet above the roof lines of a dwelling. Satellite dishes must be positioned so as not to be seen from any angle on the street, and shall be approved by BROADLEAF DEVELOPMENT VENTURES, INC..

19. Mailboxes and Post. Plans for all mailboxes must be submitted and approved by BROADLEAF DEVELOPMENT VENTURES, INC.. Any mailboxes damaged after erection must be repaired within a reasonable time or BROADLEAF DEVELOPMENT VENTURES, INC. can repair and bill the owner (affects the aesthetics of the subdivision). The mailbox must be a part of the plans and specifications submitted to Developer for Developer approval as a part of the site plan.

20. Vehicles. The term "vehicles" as used in this provision shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, and automobiles. All vehicles shall be parked within garages, driveways or other paved parking area located on a lot. Parking in yards is prohibited. If the lot includes a garage with exterior doors, the doors shall be kept closed at all times, except during times of entry and exit from the garage, or when someone is working in or around the garage. No vehicle may be left upon any portion of the subdivision, except in a garage or other area designed by the developer, for a period longer than five (5) days if it is unlicensed or if it is in a condition so that it cannot operate on public streets. After the five (5) day period, the inoperable vehicle shall be considered a nuisance and may be removed from the subdivision. No boat, recreational vehicle, motor home, mobile home, or towed vehicle shall be temporarily kept or stored in the subdivision for any period in excess of twelve (12) hours unless kept in a garage or other area designated by the developer. Vehicles parked in violation of this provision shall be considered a nuisance and may be removed from the subdivision. Trucks with mounted campers which are an owner's or occupant's primary means of transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal. No eighteen wheel trucks or the cabs of these trucks or trucks with a gross weight in excess of three-quarters of a ton shall be parked (shall not even be parked overnight), kept or stored in the subdivision, and if so parked, kept, or stored shall be considered a nuisance and may be removed from the subdivision. However, moving vans, service or delivery vehicles may be parked in the subdivision for such period of time as is reasonably necessary to provide each service.

21. Landscaping. Installation of all landscaping must be in

accordance with general accepted and approved landscaping standards. All front yards must be sodded with grass and have underground sprinkler systems of a type approved by BROADLEAF DEVELOPMENT VENTURES, INC., side yards must be sodded for the full extent of the public roadway frontage on each lot. Unless approved by the Declarant in writing, all slopes or banks must be either sodded or landscaped with an approved ground cover of pine straw and juniper. Landscaping designs for the entire lot must be approved by BROADLEAF DEVELOPMENT VENTURES, INC. in all cases where special allowances have been given to builders to enhance the lot affected. Trees shall not be removed except as necessary for construction or landscaping except with the prior consent of BROADLEAF DEVELOPMENT VENTURES, INC..

22. Detached Structures. All detached structures, such as storage buildings, workshops or sheds must be approved by BROADLEAF DEVELOPMENT VENTURES, INC., or its designee. All detached buildings must be located near the rear of a lot directly behind the dwelling. Exterior building materials and color tones must be in keeping with the primary dwelling. Metal exteriors will not be permitted. Outside clotheslines will not be permitted on any lot without written approval by BROADLEAF DEVELOPMENT VENTURES, INC., or its designee.

23. Other Structures, Playground or Recreational Equipment. Nothing shall be erected, placed or altered on any lot nearer to any street than building setback lines unless the same be retaining walls of masonry construction which do not, in any event, rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized, except that this restriction shall apply to that which has been approved by developer. The exposed part of the retaining walls shall be made of brick, natural stone, or veneered with brick, natural stone, or other approved material. All playground or other outdoor recreational equipment maintained on the property shall be located in the rear yard of the primary dwelling in such a way as to limit visibility from all public rights of ways.

24. Section Headings. Section and other headings contained in this agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this agreement or any provision thereof.

25. Exemptions. All lots owned by BROADLEAF DEVELOPMENT VENTURES, INC. and used by the developers for construction, development, offices, garages for equipment, storage of materials and supplies, and for sales offices and accommodations, shall be exempt from Sections 1 through 25 of this Article.

26. Association Membership and Voting Rights. There shall be created a corporation to be known as "Northwood Homeowner's Association, Inc." which shall serve as the Association

hereinafter referred to..

26.1 Membership. Every owner shall be entitled to be a member of the Association. If title to a lot is held by more than one person, each of the persons shall be member, but the membership in the Association shall be appurtenant to the lot and the right to vote shall be transferred automatically to the new owner(s) of the lot. No person other than the owner of a lot or the Declarant may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of title of a lot. Voting in the Association shall be allocated so that each lot shall have one vote, if multiple owners of a single lot exist, such owners shall decide among themselves how to vote on any issue and shall cast one vote for the lot. In the event multiple owners cannot agree on how to vote in any matter, the vote for that lot shall not be counted by the Association.

26.2 Administration by Declarant. Notwithstanding any other provisions of these covenants, the Declarant shall be solely responsible for the administration of the Association until the earlier of: (1) such time as seventy-five percent (75%) of all Lots (not including common areas) have been conveyed to individual Lot owners; or (2) January 1, 2007. Until such time, the powers and duties of the Association, including those of the Board of Directors of the Association shall be performed by and vested in the Declarant, unless sooner relinquished by the Declarant to the Association by written instrument recorded in the Office of the Clerk of the Superior Court of Newton County, Georgia.

27. Assessments.

27.1 Creation of Lien and Personal Obligation of Lot Owners for Assessments. The Declarant, for each lot owned within the properties, hereby covenants, and each Owner of any Lot by acceptance of a Deed thereto, whether or not expressed in such deed, is deemed to covenant and agree to pay to the Association the following assessments, to-wit: (i) special assessments for capital improvements established and collected in accordance with procedures herein described; (ii) annual assessments, and (iii) specific assessments against any particular lot which are established pursuant to these Protective Covenants. All such assessments, together with interest and costs, shall be both a charge on the land and a continuing lien upon the Lot against which the assessment is made and a personal obligation of the Owner(s) of the Lot at the

time the assessment became due.

27.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners of the Properties, to pay the costs of improvements and maintenance of the Common Area, to make such repairs as the Association shall deem proper, and to pay ad valorem taxes and other charges (insurance, utilities, professionals fees and charges, etc.) arising as a result of its operation, ownership and control of the Common Area. In addition, assessments may be made for the purposes of establishing reasonable reserves as may be determined by the Board of Directors of the Association. No mortgagee of any property within NORTHWOOD shall be required to collect any assessment, and failure to pay any assessment shall not constitute a default under any mortgage or deed to secure debt on the property.

27.3 Annual Assessment. Prior to January 1st of each calendar year, the Board of Directors of the Association shall establish a budget for operation of the Association and maintenance of its property. Based on this budget, the Board of Directors shall fix the amount of the annual assessment against each lot, and shall notify by first class mail to the last address furnished to the Association each owner of the amount thereof, and the due dates for payment. The annual assessment could be more than \$400.00 according to the budget and the vote of the Board of Directors, however, there will be a mandatory assessment of \$400.00 assessed against each lot of the subdivision as of January 1 of each and every year to accomplish purposes of said association.

27.4 Special Assessments. Should the annual assessment prove to be inadequate for any given period for any reason, the Board may, at any time, levy a special assessment for purposes of meeting the expenses of the Association.

27.5 Special Assessments for Capital Improvements. In addition to the assessments provided hereinabove, the Association may levy a special assessment for capital improvements to the property of the Association, or for the repair, reconstruction, or replacement of any portion of the Common Area, provided, however, that such Special Assessment for Capital Improvements shall be approved by at least 60% of those members of the Association in attendance at a special meeting called for such purpose.

27.6 **Notice of Meetings.** Notice of any meeting required by these covenants or the by-laws of the Association shall be given by mailing by first class mail to the last address furnished by each owner to the Association at least seven (7), but not more than thirty (30) days prior to the scheduled meeting of the Association.

27.7 **Uniformity of Assessments.** Notwithstanding any action of the Board of Directors or otherwise, each assessment made pursuant to the provisions of these Protective Covenants shall be equal for each Lot.

27.8 **Liens for Assessments.** All sums assessed to any Lot pursuant to this Article, together with interest, costs and attorney's fees, shall be secured by a lien on such Lot in favor of the Association, which lien shall be superior to other liens or encumbrances on such Lot, excepting only:
 (i) Liens for ad valorem taxes; and
 (ii) Liens for sums unpaid on any mortgage secured by a Deed to Secure Debt (Mortgage) given on such Lot and duly recorded on the Public Records of Newton County, Georgia including all amounts advanced pursuant to such Deed to Secure Debt and secured thereby in accordance with the terms of the instrument. Notice of Lien shall be filed only after as assessment becomes delinquent in the Office of the Clerk of the Superior Court of Newton County, Georgia, and shall contain a description of the lien claimed (including the amount thereof), a description of the Lot against which the assessment is made, and the name of the owner of the Lot at the time the assessment became delinquent. After notice, the lien may be foreclosed by Association in the same manner provided for foreclosure of Deeds to Secure Debt under Georgia Law.

28. Special Provisions for Common Areas.

The property designated on the plat of the subject property as "Common Area" is hereby conveyed to the Association. Subject to the reasonable regulations of the Association, each person owning a Lot in NORTHWOOD shall have a right and easement of enjoyment in the Common Area, with right appurtenant to the lot owned.

No additional common area may be conveyed or dedicated to the Association without the prior approval of the United States Department of Housing and Urban Development and the United States Veteran's Administration until such time as the Declarant's control of the Association shall have terminated as provided in paragraph 26.2 hereof.

29. Termination of Covenants. The above referred to protective covenants shall terminate on October 15, 2047, excepting only that those provisions relating to assessments and the Association shall survive such termination and shall continue as charged against the individual Lots.

30. Amendment of Covenants. These Protective Covenants may be amended at any time from time to time by written instrument executed by at least two-thirds of the record owners of Lots within NORTHWOOD.

IN WITNESS WHEREOF, the Declarant has executed these Protective Covenants the day and year herein first above written.

BROADLEAF DEVELOPMENT VENTURES,
INC.

By: [Signature] (SEAL)
Its: President

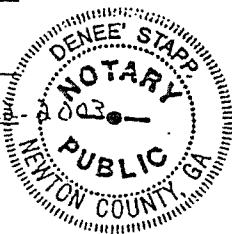


Signed, sealed and delivered in the presence of:

CORPORATE SEAL AFFIXED

Kristina Delimone
Witness

Denee Stapp
Notary Public
My Commission Expires: 7-28-2003



SEAL AFFIXED

Dec-Cov.wp

DATE _____
SIGNED BY John Doughty
Weyerhaeuser Real Estate

SATISFIED
(or satisfied of record)
This 29 day of Oct, 2001
Deed Book 1015 Page 314
Cancel Book 67 Page 490

FILED March 13 2001
TIME 12:04 pm
RECORDED March 13 2001
BOOK 1015 PAGE 314-315

Linda D. Hays
Clerk Superior Court

LINDA D. HAYS
CLERK SUPERIOR COURT
NEWTON COUNTY, GEORGIA

RETURN TO: Winkler DuBose & Davis, LLC, 300 Hancock Street, P.O. Box 671, Madison, Georgia 30650

STATE OF GEORGIA
COUNTY OF NEWTON

CROSS REFERENCE TO:
Deed Book 884, Page 246

**DECLARATION OF PROTECTIVE COVENANTS
NORTHWOOD SUBDIVISION - PHASE TWO, UNIT ONE**

This Declaration of Protective Covenants is established and published by Weyerhaeuser Real Estate Company (hereinafter also referred to as "Declarant") on this 6th day of March, 2001.

WITNESSETH:

WHEREAS, Declarant is presently the owner of a certain tract or parcel of land lying and being in Newton County, Georgia hereinafter commonly referred to as Northwood Subdivision Phase Two, Unit One as more particularly described by surveys thereof recorded in Plat Book 34, pages 103 and 104, Office of the Clerk of the Newton County Superior Court; and

WHEREAS, the previous developer of Northwood Subdivision Phase One, Broadleaf Development Ventures, Inc., previously recorded an Amended Declaration of Protective Covenants dated December 7, 1999, recorded in Deed Book 884, page 246, Office of the Clerk of the Newton County Superior Court, subjecting and governing all lots in Northwood Subdivision Phase One, as depicted by surveys referred to in said Amended Declaration of Protective Covenants; and

WHEREAS, Declarant desires to adopt and incorporate by reference said Amended Declaration of Protective Covenants so that the same protective covenants govern and control all land, property and lots in Northwood Subdivision Phase Two, Unit One.

NOW, THEREFORE, for and in consideration of the premises and the benefits to be derived by Declarant and all future owners of property governed hereby, the undersigned, Weyerhaeuser Real Estate Company, does hereby proclaim, publish and declare that the Amended Declaration of Protective Covenants dated December 7, 1999, recorded in Deed Book 884, page 246, Office of the Clerk of the Newton County Superior Court shall henceforth control and govern all lots and property

for Apparent Ass...ent & transfer of this instrument to
Weyerhaeuser Real Estate Dev Co
Linda D. Hays Clerk
Book 1015 Page 314

NOTE PHASE TWO
UNIT ONE CONSISTS
OF:
Lots 97-100
151-155
NORTHWOOD

BOOK 1015 PAGE 314

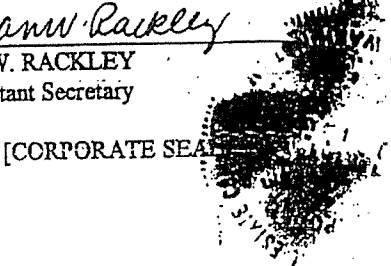
in Northwood Subdivision Phase Two, Unit One as depicted by surveys recorded in Plat Book 34, pages 103 and 104, Office of the Clerk of the Newton County Superior Court, and that said Protective Covenants shall run with title to the real property described by said surveys and shall be binding upon all parties having any right, title or interest in any portion of said property, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner of any portion of said property. It is the intent of Declarant to submit the property referred to above and governed hereby to the benefits and provisions of the Georgia Property Owner's Association Act set forth in Title 44, Article 6 of the Official Code of Georgia (O.C.G.A. §44-3-220, et. seq.).

IN WITNESS WHEREOF, the undersigned has executed this instrument by and through its duly authorized representatives on the date and year first above written.

WEYERHAEUSER REAL ESTATE COMPANY

By: [Signature]
JOHN M. DOUGHY
Assistant Vice President

ATTEST: [Signature]
NAN W. RACKLEY
Assistant Secretary



[CORPORATE SEAL]

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public

my commission expires:
07-05-2007

CORPORATE SEAL AFFIXED

SEAL AFFIXED

FILED July 13 2001
 TIME 2:45 am
 RECORDED July 13 2001
 BOOK 1069 PAGE 394-403

LINDA D. HAYS
 CLERK SUPERIOR COURT
 NEWTON COUNTY, GEORGIA

RETURN TO: Winkler DuBose & Davis, LLC, 300 Hancock Street, P.O. Box 671, Madison, Georgia 30650

STATE OF GEORGIA
 COUNTY OF NEWTON

**DECLARATION OF PROTECTIVE COVENANTS
 NORTHWOOD SUBDIVISION - PHASE TWO, UNIT ONE AND UNIT TWO**

This Declaration of Protective Covenants (hereafter referred to as the "Covenants") is established and published this 1ST day of July, 2001 by Weyerhaeuser Real Estate Development Company (hereinafter also referred to as "Declarant"), a corporation formed under the laws of the State of Washington and qualified to transact business in Georgia.

WITNESSETH:

WHEREAS, Declarant owns a certain tract or parcel of land lying and being in Newton County, Georgia and being more fully described in deeds recorded in the Clerk's Office of Newton Superior Court; and

WHEREAS, Declarant has subdivided said tract into single-family residential lots (hereinafter "Lot" or "Lots") identified as Northwood Phase Two, Unit One and Unit Two located in the 9TH Land District, Newton County, Georgia, as evidenced by the plats recorded in Plat Book 34, Pages 103, 104, 297, 298, 299 and 300 of the Clerk's Office of Newton County Superior Court; and

WHEREAS, these Covenants may be later amended by the Declarant by adding thereto additional phases of Northwood subdivision by submitting same to these Covenants by written instrument filed in the Office of the Clerk of the Superior Court of Newton County, Georgia, and;

WHEREAS, it is to the benefit and advantage of the undersigned and its successors and assigns in ownership of said lots or parcels that protective covenants relating to use of all said property be established and that these Covenants be published and declared to be covenants running with the land described in the above stated plats.

-1-

BOOK 1069 PAGE 394

-2-

BOOK 1069 PAGE 395

BOOK 1069 PAGE 396

NOW, THEREFORE, for and in consideration of the benefits, the undersigned, does hereby proclaim, publish and declare that these Covenants shall apply to all lots set forth in the above-described plats of Northwood, Phase Two, Unit One and Unit Two and the same is hereby made a part of this declaration.

It is further declared that all owners, now and hereafter, including the grantees, their successors, heirs, administrators, executors, successors or assigns, or anyone claiming title under the Declarant making this declaration, and the property, shall be bound until terminated by operation of law or until the 15TH day of October, 2047, midnight.

THE COVENANTS ARE HEREIN SET FORTH, TO-WIT:

1. Single-Family Dwelling. No temporary house, trailer, shack, or tent shall be erected on said lots or parcels to be used for school, kindergartens, or church purposes. No mobile, modular or relocated homes shall be permitted on said property. All lots or parcels to which these restrictions are applicable shall be used for single-family residence purposes only.
2. No Lot Subdivided. No lot shall be re-subdivided without written permission of Declarant or its designee.
3. Occupancy. Before any lot may be occupied, the improvements constructed or to be constructed thereon must be completely finished on the exterior in accordance with the plans approved by Declarant, or its designee. All of the lawn which is visible from any street must be sod or planted with grass or have other suitable ground cover, and the driveway must be paved all as approved by Declarant.

Construction of each house must begin within two (2) years of the closing date for the lot purchase therefor, and must be completed within nine (9) months from the date of permit. If construction does not begin within two (2) years of lot purchase, Declarant shall have the option to repurchase the lot at the original sales price less a ten percent (10%) real estate commission. If any lot is resold to another party, that party must begin construction within 180 days of lot closing and construction must be completed within nine (9) months from date of permit.

4. Driveways. All driveways must be paved with either asphalt or concrete.
5. No Refuse, Animals or Poultry. No lot or parcel of land shall be used as a dumping ground for rubbish, trash or garbage, nor shall any lot or parcel be used for keeping or breeding livestock animals (including but not limited to cattle, horses, and swine) or poultry of any kind, except that household pets may be kept provided that they are not kept for breeding, boarded or trained for hire, or maintained for any commercial purpose, including the sale thereof.

6. Noise or Odors. No offensive activities shall be carried on upon any of the properties which shall create an annoyance or unusual noise or odor for a residential neighborhood. Noise shall be kept to a minimum from 10:00 p.m. to 6:00 a.m. the following day. No unlicensed vehicles, such as dirt bikes, mini bikes, go-carts or unusually loud motorcycles will be allowed to be operated on any street or common area in Northwood.

7. Building Lines/Set-Backs. No building shall be located nearer to a street line or lot line than indicated by the building lines shown on the plat for the lots and no building shall be located closer than fifteen (15) feet from any side lot line and no building shall be located closer than thirty (30) feet from any rear lot line; provided, however, that Declarant may in its sole discretion grant waivers in writing of this provision to alter the building line in cases where the design or topography of the lot make such a waiver reasonable. For the purposes of this covenant, eaves, steps and open porches not covered by a roof structure shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of the building or construction of any lot to encroach upon another lot.

8. Plan and Specification Approval. No building shall be erected, placed, altered or permitted to remain on said land until the building plans, elevations, specifications of materials, specification of exterior finishes, specifications of construction method, with plot plans showing the location of such buildings, have been approved in writing by the Declarant, its successors or assigns, as to conformity and harmony of external finishes, color, designs, and general quality with the existing standards of the neighborhood, and as to the location of the building with respect to topography and finished ground elevation, which approval shall be the sole discretion of the Declarant, or its designee. Said approval in writing shall not be required with respect to the construction upon any lot or parcel after ten (10) years, shall have expired from the date of recordation of these covenants, except the requirement for conformity and harmony of external design, external color and finishes, and general quality with the existing standards of the neighborhood shall be applicable so long as those covenants are valid. Declarant or its designee fails to approve or disapprove such plans and specifications within thirty (30) days after same have been submitted to it, Declarant shall be deemed to have approved said plans and specifications have been approved by Declarant no changes may be made in said plans or specifications without the consent of Declarant, or its designee, will sign all approved plans as required by this declaration. Upon designation in writing executed and filed by the Declarant, the homeowners association provided for hereinafter shall serve as such designee.

The following ARCHITECTURAL GUIDELINES shall be applied in general; however, Declarant reserves the right, for itself or its designee, to approve a design which is not strictly in conformance with these guidelines if, in the sole discretion of Declarant, or its designee, the proposed construction substantially complies with the guidelines and protective covenants and will not detract from other residences already constructed in the subdivision. The architectural guidelines are as follows:

a. Square Footage. The minimum square footage for each home constructed shall be as follows:

(i) All lots in Unit One (Lots 92, 97, 98, 99, 100, 151, 152, 153, 154 and 155): homes having not more than one story of above-ground living area shall have no less than 2,000 square feet of heated living area; homes having two stories or more of above-ground living area shall have no less than 2,200 square feet of heated living area, 1,200 square feet of which must be on the ground floor.

(ii) All lots in Unit Two: homes having not more than one story of above-ground living area shall have no less than 1,800 square feet of heated living area; homes having two stories or more of above-ground living area shall have no less than 2,000 square feet of heated living area, 1,200 square feet of which must be on the ground floor.

All dwelling buildings erected on any lot shall be "stick built" or panelized type homes, not factory built or modular homes. The minimum square footage is described as heated space, and this floor space requirement shall be exclusive of any space in garages and finished basements.

b. Garages. All homes must have two-car garages with finished interior, and these garages must have overhead doors opening to the side. No carports shall be permitted in the subdivision. Detached garages will be permitted provided architectural drawings are submitted along with site plans showing the location of the building and the same must be approved by Declarant. It is the intent that the design and material of any detached building shall conform to the design of the residence and the material of the residence.

c. Roofing. All roofing material shall be asphalt shingles, shakes, or standing steam metal, and the roof shall have a pitch of no less than 8/12. All roof colors and materials must be approved by Declarant.

d. No Exposed Blocks. Whenever a building or retainer wall erected on any lot or parcel is construction in whole or in part of concrete, concrete blocks, cinder block or other fabricated masonry block units, such blocks shall be veneered with brick or natural stone or other approved materials over the entire surface exposed above finish grade.

e. Exteriors. No exterior surface of any structure shall be constructed of plywood or any type of sheet siding. All exterior surface materials shall be approved in advance, in writing, by Declarant, or its designee.

9. Signs. No advertising signs, billboards, or high and unsightly structures shall be erected on any lot or displayed to the public of any lot, without the written permission of Declarant, or its designee, successors, or assigns, being obtained. Declarant shall be authorized to withhold its approval or consent until being furnished information as to the size, style and color of any proposed

signs permitted hereunder.

10. Property Maintenance Requirements. The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition. Upon the failure of any owner to maintain his lot (whether vacant or occupied) in a neat and attractive condition, Declarant, or its designee, or the authorized agents or successors and assigns, may, after ten (10) days notice to such owner, enter upon such lot and have the grass, woods and other vegetation cut when, and as often as the same is necessary in its judgment, and may have dead trees, shrubs and other plants removed therefrom. Such owner shall be personally liable to Declarant and/or the homeowners association, for the cost of cutting, clearing and maintenance described above, and the liability for amounts expended for such cutting, clearing and maintenance shall be a permanent charge and lien upon such lot, enforceable by Declarant, or its designee, successor and assigns by an appropriate proceeding at law or in equity.

All costs incurred by Declarant on behalf of such owner shall be reasonable. Although notice given as hereinabove provided shall be sufficient to give Declarant or its designated committee, or its successors and assigns, the right to enter upon any such lot and perform the work required, entry for the purpose of performing the work required shall be only between the hours of 7:00 a.m. and 6:00 p.m. and on any day except Sunday. The homeowners association provided for herein shall be able to enforce the requirements of this paragraph in the same manner as Declarant.

11. Easements. Easements are reserved to the Declarant, its successors or assigns, for installation and maintenance of utilities, drainage facilities, storm sewers, and sanitary sewers over the rear ten feet of each parcel or lot, and five feet wide along each side line, with a further easement reserved to cut or fill at a 3-in-1 slope in accordance with the engineering plans along the boundaries of all public streets or roads diverted from drainage swales, storm sewers, and/or utility easements as designated herein, or as may hereafter appear on any plat of record in which reference is made to these covenants. Where there are underground electric and telephone systems and/or utility easements as designated herein, or as may hereafter appear on any plat of record in which reference is made to these covenants, the lot owner and/or the builder is requested to give notification prior to construction to the individual utility companies whereby the most efficient and appropriate route for the cable between the road and house can be ascertained. As to Lots 1, 92, 103, 108, 113 and 125 (corner lots) Declarant reserves an easement for the purpose of maintaining, repairing and improving, if necessary, the entrances to the lots.

12. Enforcement/Legal Proceeding. In the event of violation any of these Protective Covenants by a person, firm or corporation obligated to comply with the same, any person entitled to protection under these covenants may proceed at law or in equity or in any court, either a civil or criminal, to prevent a recurrence of said violation or to recover damages for such violation. These Covenants may also be enforced by homeowners association provided for herein.

13. Liquidated Damages. Any owner violating these Covenants, or permitting the Covenants to be violated by a person occupying his or her premises, agrees to liquidated damages not to exceed \$50.00 a day for each violation. It is agreed that the damages shall be recoverable for each calendar day the violation continues. The recovery may be made by any owner of any lot or parcel subject to

these covenants, except the violator shall not be required to pay damages to more than one person, plaintiff or complainant.

14. Invalidation. Invalidation of any one of these Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. These Covenants shall likewise be considered separable with respect to their imposition by the undersigned in deeds of conveyance as provided above, and the undersigned shall be authorized to eliminate the applicability of one or more such covenants by enumerating them in any such deed of conveyance.

15. No Waiver. The failure of Declarant to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements herein contained shall not be construed as a waiver or a relinquishment in the future of the enforcement of any such term, covenant, condition, provision or agreement. The acceptance of performance of anything required to be performed with the knowledge of the breach of a term, covenant, condition, provision or agreement shall not be deemed a waiver of such breach, and no waiver by Declarant of any covenant, condition, provision or agreement shall be deemed to have been made unless expresses in writing and signed by Declarant, or its designee.

16. Zoning. Zoning regulations applicable to the property subject to these Covenants shall be observed. In the event of any conflict between any provision of such zoning regulation or restrictions and the restrictions of these Covenants, the more restrictive provision shall apply.

17. Fences, Clotheslines and Air Conditioners. Declarant, or its designee, must approve any fences. No fences shall be located except in the rear of a dwelling. No outdoor clotheslines shall be permitted on any lot without written approval of Declarant, or its designee. Any window-mounted air conditioning unit shall not be visible from any street.

18. Radio, Television/Satellite Dish. All radio and television antennas must be located in the rear of the house. Location of satellite dishes must be approved by Declarant, or its designee.

19. Mailboxes and Post. Plans for all mailboxes must be submitted and approved by Declarant. Any mailboxes damaged after erection must be repaired within a reasonable time or Declarant can repair and bill the owner (affects the aesthetics of the subdivision). The mailbox must be a part of the plans and specifications submitted to Declarant for Declarant approval as a part of the site plan.

20. Vehicles. The term "vehicles" as used in this provision shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses vans and automobiles. All vehicles shall be parked within garages, driveways or other paved parking area located on a lot. Parking in yards is prohibited. If the lot includes a garage with exterior doors, the doors shall be kept closed at all times, except during times of entry and exit from garage, or when someone is working in or around the garage. No vehicle may be left upon any portion of the subdivision, except in a garage or other area designated by Declarant, for a period longer than five (5) days if it is unlicensed or if it is in a condition so that it cannot operate on public streets. After

the five (5) day period, the inoperable vehicle shall be considered a nuisance and may be removed from the subdivision. No boat, recreational vehicle, motor home, mobile home or towed vehicle shall be temporarily kept or stored in the subdivision for any period in excess of twelve (12) hours unless kept in a garage or other area designated by Declarant. Vehicles parked in violation of this provision shall be considered a nuisance and may be removed from the subdivision. Trucks with mounted campers which are an owner's or occupant's primary means of transportation shall be considered recreation vehicles, provided they are used on a regular basis for transportation and the camper is stored out of the public view upon removal. No eighteen wheel trucks or the cabs of these trucks or trucks with a gross weight in excess of three-quarters of a ton shall be parked (shall not even be parked overnight), kept or stored in the subdivision, and if so parked, kept or stored shall be considered a nuisance and may be removed from the subdivision. However, moving vans, service and delivery vehicles may be parked in the subdivision for such period of time as is reasonably necessary to provide each service.

21. Landscaping. Installation of all landscaping must be in accordance with general accepted and approved landscaping standards. All front yards must be sodded with grass, side yards must be sodded for the full extent of the public roadway frontage on each lot. Unless approved by the Declarant in writing, all slopes or banks must be either sodded or landscaped with an approved ground cover of pine straw and juniper. Landscaping designs for the entire lot must be approved by Declarant in all cases where special allowances have been given to builders to enhance the lot affected. Trees shall not be removed except as necessary for construction or landscaping except with prior consent of Declarant.

22. Detached Structures. All detached structures, such as storage buildings, workshops or sheds must be approved by Declarant, or its designee. All detached buildings must be located near the rear of a lot directly behind the dwelling. Exterior building materials and color tones must be in keeping with the primary dwelling. Metal exteriors will not be permitted.

23. Other Structures, Playground or Recreational Equipment. Nothing shall be erected, placed or altered on any lot nearer to any street than building setback lines unless the same be retaining walls of masonry construction which do not, in any event, rise above the finished grade elevation of the earth embankment so retained, reinforced or stabilized, except that this restriction shall apply to that which has been approved by Declarant. The exposed part of the retaining walls shall be made of brick, natural stone, or veneered brick, natural stone or other approved material. All playground or other outdoor recreational equipment maintained on the property shall be located in the rear yard of the primary dwelling in such a way as to limit visibility from all public rights of ways.

24. Section Headings. Section and other headings contained in this document are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this document or any provision thereof.

25. Exemptions. All lots owned by Declarant and used by the Declarant for construction, development, offices, garages for equipment, storage of materials and supplies, and for sales offices

and accommodations, shall be exempt from Sections 1 through 25 of this document.

26. Association Membership and Voting Rights. Declarant acknowledges that a corporation has been created known as "Northwoods Homeowners Association, Inc." which serves as the homeowners association for Phase One of the Northwood Subdivision and it is the intent of Declarant that all property and residential lots governed by these Covenants shall be members of and governed by the Northwoods Homeowners Association, Inc. (hereafter the "Association").

26.1 Membership. Every owner shall be a member of the Association. If title to a lot is held by more than one person, each of the persons shall be a member, but the membership in the Association shall be appurtenant to the lot and the right to vote shall be transferred automatically to the new owner(s) of the lot. No person other than the owner of a lot or the Declarant may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of title of a lot. Voting in the Association shall be allocated so that each lot shall have one vote, if multiple owners of a single lot exist, such owners shall decide among themselves how to vote on any issue and shall cast one vote for the lot. In the event multiple owners cannot agree on how to vote in any manner, the vote for that lot shall not be counted by the Association.

26.2 Administration by Declarant. Notwithstanding any other provisions of these Covenants, the Declarant shall be solely responsible for the administration of the Association until the earlier of: (1) such time as seventy-five percent (75%) of all Lots (not including common areas) have been conveyed to individual Lot owners, or (2) January 1, 2007. Until such time, the powers and duties of the Association, including those of the Board of Directors of the Association shall be performed by and vested in the Declarant, unless sooner relinquished by the Declarant to the Association by written instrument recorded in the Office of the Clerk of the Superior Court of Newton County, Georgia.

27. Assessments.

27.1 Creation of a Lien and Personal Obligation of Lot Owners for Assessments. The Declarant, for each lot owned within the properties, hereby covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not expresses in such deed, is deemed to covenant and agree to pay the Association the following assessments, to-wit: (1) special assessments for capital improvements established and collected in accordance with procedures herein described; (ii) annual assessments; and (iii) specific assessments against any particular lot which are established pursuant to these Covenants. All such assessments, together with interest and costs, shall be both a charge on the land and a continuing lien upon the Lot against which the assessment is made and a personal obligation of the Owner(s) of the Lot at the time the assessment became due.

27.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the owners of the properties, to pay the costs of improvements and maintenance of the Common Area, to make such repairs as the

Association shall deem proper, and to pay ad valorem taxes and other charges (insurance, utilities, professional fees and charges, etc.) arising as a result of its operation, ownership and control of the Common Area. In addition, assessments may be made for the purposes of establishing reasonable reserves as may be determined by the Board of Directors of the Association. No mortgagee of any property within Northwood Phase Two, Unit One and Unit Two shall be required to collect any assessment, and failure to pay any assessment shall not constitute a default under any mortgage or deed to secure debt on the property.

27.3 Annual Assessment. Prior to January 1ST of each calendar year, the Board of Directors of the Association shall establish a budget for operation of the Association and maintenance of its property. Based on this budget, the Board of Directors shall fix the amount of the annual assessment against each lot, and shall notify by first class mail to the last address furnished to the Association each owner of the amount thereof, and the due dates for payment. The annual assessment could be more than \$400.00 according to the budget and the vote of the Board of Directors, however, there will be a mandatory assessment of \$400.00 assessed against each lot of the subdivision as of January 1 of each and every year to accomplish purposes of the Association.

27.4 Special Assessments. Should the annual assessment prove to be inadequate for any given period for any reason, the Board may, at any time, levy a special assessment for purposes of meeting the expenses of the Association.

27.5 Special Assessments for Capital Improvements. In addition to the assessments provided hereinabove, the Association may levy a special assessment for capital improvements to the property of the Association, or for the repair, reconstruction, or replacement of any portion of the Common Area, provided, however, that such Special Assessment for Capital Improvements shall be approved by at least sixty percent (60%) of those members of the Association in attendance at a special meeting called for such purpose.

27.6 Notice of Meetings. Notice of any meeting required by these Covenants or the by-laws of the Association shall be given by mailing by first class mail to the last address furnished by each owner to the Association at least seven (7) days, but not more than thirty (30) days, prior to the scheduled meeting of the Association.

27.7 Uniformity of Assessments. Notwithstanding any action of the Board of Directors or otherwise, each assessment made pursuant to the provisions of these Covenants shall be equal for each lot.

27.8 Liens for Assessment. All sums assessed to any Lot pursuant to this Article, together with interest, costs and attorney's fees, shall be secured by a lien on such Lot in favor of the Association, which lien shall be superior to other liens or encumbrances on such Lot, excepting only: (1) liens for ad valorem taxes; and (2) liens for sums unpaid on any mortgage secured by a Deed to Secure Debt (mortgage) given on such Lot and duly recorded on the Public Records of Newton County, Georgia including all amounts advanced pursuant to such Deed to Secure Debt and secured

thereby in accordance with the terms of the instrument. Notice of Lien shall be filed only after as assessment becomes delinquent in the Office of the Clerk of the Superior Court of Newton County, Georgia, and shall contain a description of the Lot against which the assessment is made, and the name of the owner of the Lot at the time the assessment became delinquent. After notice, the line may be foreclosed by Association in the same manner provided for foreclosure of Deeds to Secure Debt under Georgia law.

28. Special Provisions for Common Areas. The property designed on the plat of the subject property as "Common Area" is hereby conveyed to the Association. Subject to the reasonable regulations of the Association, each person owning a Lot in Northwood Phase Two, Unit One and Unit Two shall have a right and easement of enjoyment in the Common Area, with right appurtenant to the lot owned.

No additional common area may be conveyed or dedicated to the Association without the prior approval of the United States Department of Housing and Urban Development and the United States Veteran's Administration until such time as the Declarant's control of the Association shall have terminated as provided in paragraph 26.2 hereof.

29. Termination of Covenants. These Covenants shall terminate on October 15, 2047, excepting only that those provisions relating to assessments and the Association shall survive such termination and shall continue as charged against the individual Lots.

30. Amendment of Covenants. These Covenants may be amended at any time from time to time by written instrument executed by at least two-thirds of the record owners of Lots within Northwood Phase Two, Unit One and Unit Two.

IN WITNESS WHEREOF, the undersigned has executed this instrument by and through its duly authorized representatives on the date and year first above written.

WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY

By: [Signature]
JOHN M. DOUGHTY, Vice President

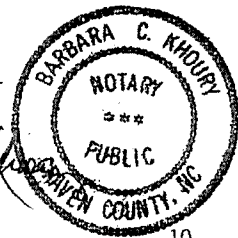
ATTEST: [Signature]
NAN W. RACKLEY, Assistant Secretary

Signed, sealed and delivered in the presence of:

[Signature]
Witness

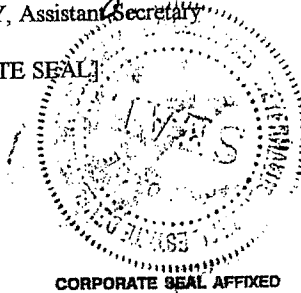
[Signature]
Notary Public

2-13-2006



SEAL AFFIXED

[CORPORATE SEAL]



CORPORATE SEAL AFFIXED

BOOK 1069 PAGE 403

SATISFIED
 (or satisfied of record)
 This 29 day of Oct 20 01
 Deed Book 1015 Page 314
 Cancel Book 107 Page 490

 Clerk Superior Court

RETURN TO: Winkler DuBose & Davis, LLC, 300 Hancock Street, P.O. Box 671, Madison, Georgia 30650

STATE OF GEORGIA
 COUNTY OF NEWTON

CROSS REFERENCE TO:
 Deed Book 884, Page 246
 Deed Book 1015, Page 314

**CANCELLATION OF DECLARATION OF PROTECTIVE COVENANTS
 NORTHWOOD SUBDIVISION - PHASE TWO, UNIT ONE**

The undersigned, being the current owners of all lots located in Northwood Subdivision, Phase Two, Unit One, as more particularly described by surveys thereof recorded in Plat Book 34, pages 103 and 104, Office of the Clerk of the Newton County Superior Court, herewith cancel and void the Declaration of Protective Covenants regarding same which were recorded in Deed Book 1015, Page 314, aforesaid records, it being the intention of the undersigned that said lots be governed by Declaration of Protective Covenants, Northwood Subdivision - Phase Two, Unit One and Unit Two, recorded in Deed Book 1069, Pages 394-403, Office of the Clerk of the Newton County Superior Court.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the date and year first above written.

Signed, sealed and delivered
 in the presence of:

Sylvia P. Powers
 Witness

Lori H. Rackley
 Notary Public

my commission expires
07-03-2004

Weyerhaeuser Real Estate Development Company

By: John Doughty
 John Doughty, Vice President

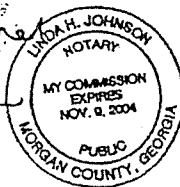
Attest: Nan W. P.
 Nan Rackley, Assistant Secretary

[CORPORATE SEAL]

Signed, sealed and delivered
 in the presence of:

Christina Johnson
 Witness

Linda H. Johnson
 Notary Public



H. Steven DeWeil
 H. Steven DeWeil
 Owner, Lot 100, Phase Two, Unit One
 Northwood Subdivision, Newton County, Georgia

*Cancellation of Covenants
 for Phase II, Unit 1*

Kenneth C. Royston
ALEXANDER & ROYSTON
1116 Clark St.
Covington, GA 30014

DOC# 016210
FILED IN OFFICE
08/26/2004 04:15 PM
BK:1740 PG:459-459
LINDA D HAYS
CLERK OF SUPERIOR COURT
NEWTON COUNTY

THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

NORTHWOOD

THIS THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS made and published the day and year hereinafter last written, by CMC Partners, LLC (hereinafter the "Declarant"), a limited liability company formed under the laws of Georgia and having its principal office in Newton County, Georgia, which is the successor Declarant to BROADLEAF DEVELOPMENT VENTURES, INC.;

WITNESSETH:

WHEREAS, CMC Partners, LLC, owns a certain tract or parcel of land lying and being in Newton County, Georgia, and being more fully described in the deeds recorded in the Clerk's Office of Newton Superior Court; and

WHEREAS, certain other property has been subdivided into single-family residential lots (hereinafter "Lot" or "Lots") identified as NORTHWOOD located in the 9th Land District, Newton County, Georgia, and as evidenced by the plat recorded in Plat Book 31, pages 180 and 181, of the Clerk's Office of Newton County Superior Court; and

WHEREAS, additional properties have been subjected to the Protective Covenants as evidenced by additional plats recorded in Plat Book 31, pages 193, 194 and 195 of the Clerk's Office of Newton County Superior Court, and is desirous of making the property described therein subject to the original DECLARATION OF PROTECTIVE COVENANTS appearing in Deed Book 713, pages 74-78, said records, as amended; and

WHEREAS, the undersigned is desirous of further amending said DECLARATION OF PROTECTIVE COVENANTS for the purpose of adding additional property to the property covered by the Declaration consisting of Phase 3 of Northwood;

NOW, THEREFORE, IN CONSIDERATION of the benefits, the undersigned does hereby further amend the DECLARATION OF PROTECTIVE COVENANTS appearing of record in Deed Book 713, Pages 74-78, in the Office of the Clerk of the Superior Court of Newton County, Georgia, as heretofore amended, as follows:

1.

All property described on those plats of Northwoods Subdivision, Phase 3, dated 6/22/2004, prepared by Ralph B. Key, RS, recorded in Plat Book 41, pages 154-158, in the Office of the Clerk of the Superior Court of Newton County, GA, is hereby subjected to all provisions of the DECLARATION OF PROTECTIVE COVENANTS herein referenced, as previously amended.

2.

All other provisions of the DECLARATION OF PROTECTIVE COVENANTS, as amended, shall remain in full force and effect.

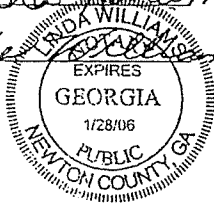
In witness whereof, the Declarant has executed this Amendment, this 24 day of August, 2004.

CMC PARTNERS, LLC

By: *Shane Mask*
Shane Mask, Member

Martha Hardner
Witness

Linda Williams
Notary Public



SEAL AFFIXED

DOC# 018924
FILED IN OFFICE
09/29/2006 09:43 AM
BK:2287 PG:289-290
LINDA D. HAYS
CLERK OF SUPERIOR COURT
NEWTON COUNTY

After recording, please return to:

MORRIS, MANNING & MARTIN
5775-C PEACHTREE DUNWOODY ROAD
SUITE 150
ATLANTA, GA 30342

004071

FOURTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

NORTHWOOD

for

Crabapple Ridge at Northwood

THIS FOURTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS made and published the day and year hereinafter last written, by CMC Partners, LLC (hereinafter the "Declarant"), a limited liability company formed under the laws of Georgia and having its principal office in Newton County, Georgia, which is the successor Declarant to BROADLEAF DEVELOPMENT VENTURES, INC.;

WITNESSETH:

WHEREAS, CMC Partners, LLC, owns a certain tract or parcel of land lying and being in Newton County, Georgia, and being more fully described in the deeds recorded in the Clerk's Office of Newton Superior Court; and

WHEREAS, certain other property has been subdivided into single-family residential lots (hereinafter "Lot" or "Lots") identified as NORTHWOOD located in the 9th Land District, Newton County, Georgia, and as evidenced by the plat recorded in Plat Book 31, pages 180 and 181, of the Clerk's Office of Newton County Superior Court; and

WHEREAS, additional properties have been subjected to the Protective Covenants as evidenced by additional plats recorded in Plat Book 31, pages 193, 194 and 195 and Plat Book 41, Pages 154-158 of the Clerk's Office of Newton County Superior Court, and is desirous of making the property described therein subject to the original DECLARATION OF PROTECTIVE COVENANTS appearing in Deed Book 713, pages 74-78, said records, as amended; and

WHEREAS, the undersigned is desirous of further amending said DECLARATION OF PROTECTIVE COVENANTS for the purpose of adding additional property to the property covered

After recording, please return to:

by the Declaration consisting of Phase 4 of Northwood, also known as "Crabapple Ridge at Northwood":

NOW, THEREFORE, IN CONSIDERATION of the benefits, the undersigned does hereby further amend the DECLARATION OF PROTECTIVE COVENANTS appearing of record in Deed Book 713, Pages 74-78, in the Office of the Clerk of the Superior Court of Newton County, Georgia, as heretofore amended, as follows:

1.

All property described on those plats of Crabapple Ridge at Northwoods Subdivision, dated 6/22/2004, prepared by Ralph B. Key, RS, recorded in Plat Book 41, pages 292-298, in the Office of the Clerk of the Superior Court of Newton County, GA, is hereby subjected to all provisions of the DECLARATION OF PROTECTIVE COVENANTS herein referenced, as previously amended.

2.

In addition to the provisions contained in the aforesaid DECLARATION OF PROTECTIVE COVENANTS, and replacing any provision in conflict herewith, all homes constructed within Crabapple Ridge at Northwoods shall have minimum heated living areas, exclusive of garages and basements, of not less than 2200 square feet for single story homes and 2400 square feet for two story homes. Additionally, any requirement for brick or masonry fronts on the houses to be constructed in Crabapple Ridge at Northwood is eliminated; however, all houses shall continue to require architectural approval of plans and exterior materials as otherwise provided in the Declaration of Protective Covenants. All other provisions of the DECLARATION OF PROTECTIVE COVENANTS, as amended, shall remain in full force and effect.

In witness whereof, the Declarant has executed this Amendment, this ___ day of September, 2006.

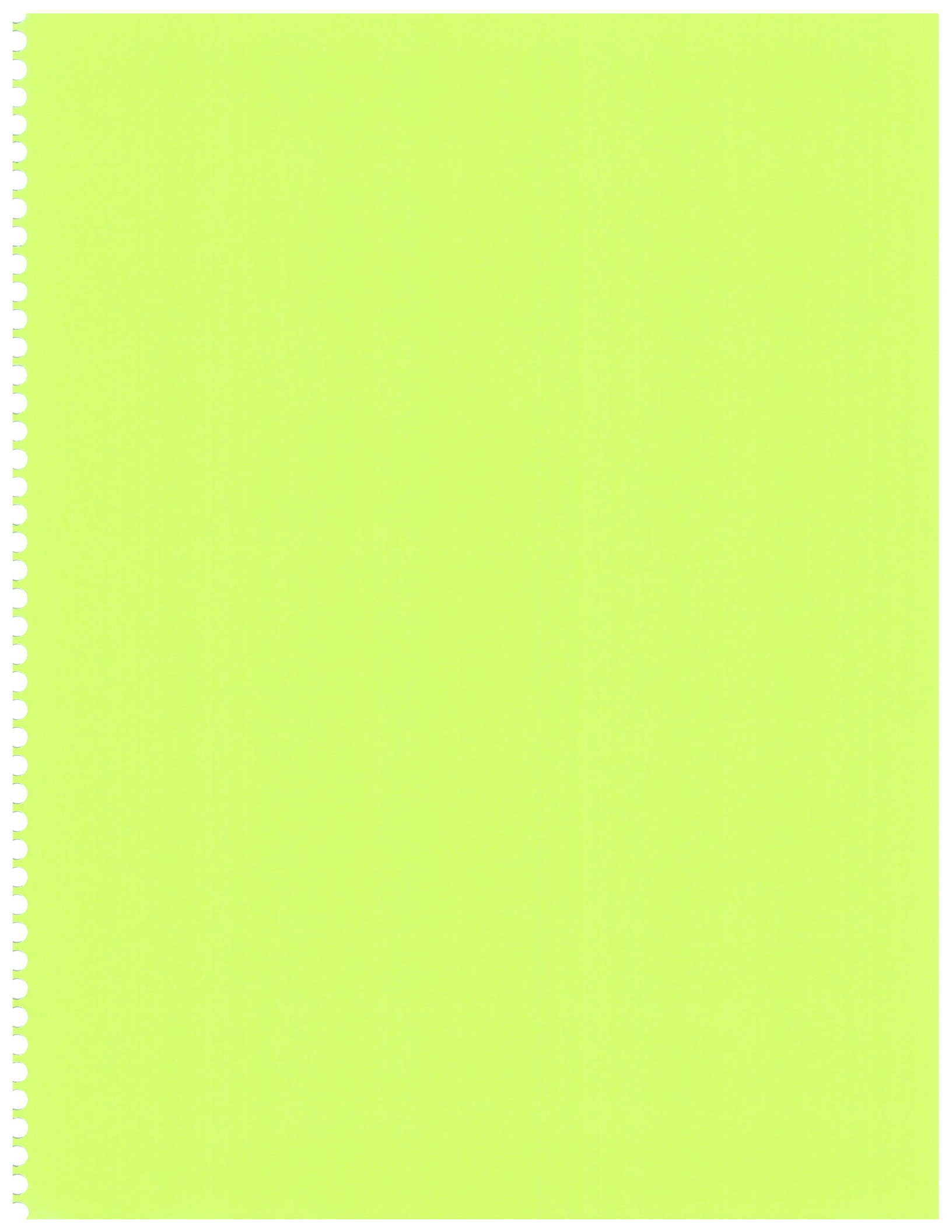
CMC PARTNERS, LLC

By: Shane M. R.
Shane M. R. Member

[Signature]
Witness
[Signature]
Notary Public



SEAL AFFIXED



**BYLAWS
OF
NORTHWOODS HOMEOWNERS ASSOCIATION, INC.**

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

Attorneys

One Alliance Center, 4th Floor

**3500 Lenox Road
Atlanta, Georgia 30326
(404) 926-4500
*www.wncwlaw.com***

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AMENDED AND RESTATED BYLAWS

OF

NORTHWOODS HOMEOWNERS ASSOCIATION, INC.

Article I.
General

Section 1. Applicability. These Bylaws provide for the self-government of Northwoods Homeowners Association, Inc., in accordance with the Articles of Incorporation filed with the Secretary of State and the Declaration of Covenants, Conditions and Restrictions for Northwoods, recorded in the Newton County, Georgia land records ("Declaration").

Section 2. Name. The name of the corporation is Northwoods Homeowners Association, Inc., ("Association").

Section 3. Definitions. The terms used herein shall have their generally accepted meanings or such meanings as are specified in Paragraph 2 of the Declaration.

Section 4. Membership. An Owner of a Lot shall automatically become a member of the Association upon taking title to the Lot and shall remain a member for the entire period of ownership. As may be more fully provided below, a spouse or domestic partner of a member may exercise the powers and privileges of the member. If title to a Lot is held by more than one (1) Person, the membership shall be shared in the same proportion as the title, but there shall be only one (1) membership and one (1) vote per Lot. Membership does not 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. Membership shall be appurtenant to the Lot and shall be transferred automatically by conveyance of that Lot and may be transferred only in connection with the transfer of title.

Section 5. Entity Members. In the event 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 eligible to represent such entity in the affairs of the Association. Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity which is the Owner, which will create a vacancy in any elected or appointed position within the Association in which such person may have been serving, to be filled by the Board.

Section 6. Voting. Each Lot shall be entitled to one equally weighted vote, which vote may be cast by the Owner, the Owner's spouse or domestic partner, or by a lawful proxy as provided below. When more than one (1) Person owns a Lot, the vote for such Lot shall be exercised as they determine between or among themselves, but in no event shall more than one (1) vote be cast with respect to any Lot. If only one (1) co-owner attempts to cast the vote for a Lot, it shall be conclusively presumed that such co-owner is authorized on behalf of all co-owners to cast the vote for such Lot. In the event of disagreement among co-owners and an attempt by two (2) or more of them to cast such vote, such Persons shall not be recognized and such vote or votes shall not be counted. No Owner shall be eligible to vote, either in person or by proxy, or to be elected to the Board, if that Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association or if the Owner has had its voting rights suspended for the infraction of any provision of the Declaration, these Bylaws, or any rule of the Association. If the voting rights of an Owner have been suspended, that Owner shall not be counted as an eligible vote for purposes of establishing a Majority or a quorum, or for purposes of amending these Bylaws or the Declaration.

Section 7. Majority. As used in these Bylaws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number of eligible votes, Owners, or other group, respectively. Unless otherwise specifically stated, the words "majority vote" mean more than fifty (50%) percent of those voting in person or by proxy. Except as otherwise specifically provided in the Declaration or these Bylaws, all decisions shall be by majority vote.

Section 8. Purpose. The Association shall have the responsibility of administering the Property, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Property and performing all of the other acts that may be required to be performed by the Association pursuant to the Georgia Nonprofit Corporation Code and the Declaration. Except as to those matters which the Declaration or the Georgia Nonprofit Corporation Code specifically require to be performed by the vote of the Association membership, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth below.

Section 9. Electronic Documents and Signatures.

(a) Documents. Whenever these Bylaws require that a document, record or instrument be "written" or "in writing", the requirement is deemed satisfied by an Electronic Document. "Electronic Document" means information created, transmitted, received, or stored by electronic means and retrievable in human perceivable form, such as email, web pages, electronic documents, facsimile transmissions, etc. Records, documents and instruments shall not be denied effect or validity solely on the grounds that they are electronic.

(b) Signatures. Whenever these Bylaws require a signature, an electronic signature satisfies that requirement only if: (1) the signature is easily recognizable as a Secure Electronic Signature which is capable of verification, under the sole control of the signatory, and attached to the electronic document in such a way that the document cannot be modified without invalidating the signature; or (2) the Board reasonably believes that the signatory affixed the signature with the intent to sign the Electronic Document, and that the Electronic Document has not been modified since the signature was affixed.

(c) Verification and Liability for Falsification. The Board may require reasonable verification of any electronic signature, document, record or instrument. Pending verification, the Board may refuse to accept any electronic signature, document, record or instrument which, in the Board's sole discretion, is not clearly authentic. Neither the Board nor the Association shall be liable to any Member or any other Person for accepting or acting in reliance upon an electronic signature or Electronic Document which the Board reasonably believes to be authentic. Any Member or Person who negligently, recklessly or intentionally submits any falsified Electronic Document or unauthorized electronic signature shall fully indemnify the Association for actual damages, reasonable attorneys' fees and expenses incurred as a result of such acts.

Article II. Meetings of Members

Section 1. Annual Meetings. The regular annual meeting of the members shall be held during November or December of each year with the date, hour, and place to be set by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called for any purpose at any time by the President, the Secretary, or by request of any two (2) or more Board members, or upon written petition of twenty-five (25%) percent of the Lot Owners. Any such written petition by the members must be submitted to the Association's Secretary. The Secretary shall then verify that the required number of members have joined in the petition and shall submit all proper petitions to the Association's President. The President shall then promptly call a special meeting for the purpose stated in the petition, and the Secretary shall send notice of the meeting in accordance with these Bylaws.

Section 3. Notice of Meetings. It shall be the duty of the Secretary to mail or deliver to each Owner of Lots of record a notice of each annual or special meeting of the Association at least ten (10) days prior to each annual meeting and at least seven (7) days prior to each special meeting. The notice shall state the purpose of any special meeting, as well as the time and place where it is to be held. The notice of an annual

meeting shall state the time and place of the meeting. If any Owner wishes notice to be given at an address other than his or her Lot, the Owner shall designate such other address by written notice to the Secretary. The mailing or delivering of a meeting notice as provided in this Section shall constitute proper service of notice.

Section 4. Waiver of Notice. Waiver of notice of a meeting of the Owners shall be deemed the equivalent of proper notice. Any Owner may, in writing, waive notice of any Association meeting, either before or after such meeting. Attendance at a meeting by an Owner, whether in person or represented by proxy, shall be deemed waiver by such Owner of notice of the time, date, and place thereof unless such Owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

Section 5. Quorum. Except as may be provided elsewhere, the presence in person or by proxy at the beginning of the meeting of Owners entitled to cast one tenth (1/10) of the eligible vote of the Association, shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. Owners whose voting rights have been suspended pursuant hereto shall not be counted as eligible votes toward the quorum requirement.

Section 6. Adjournment. Any meeting of the Owners may be adjourned for periods not exceeding ten (10) days by vote of the Owners holding the Majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business which could be transacted properly at the original session of the meeting may be transacted at a reconvened session, and no additional notice of such reconvened session shall be required.

Section 7. Proxy. Any member entitled to vote may do so by written proxy duly executed by the member setting forth the meeting at which the proxy is valid. To be valid, a proxy must be signed, dated, and filed with the Secretary prior to the opening of the meeting for which it is to be used. Proxies may be delivered to the Board by personal delivery, U.S. Mail, facsimile transmission, email, or other electronic means to any Board member or the property manager. Proxies may be revoked only by written notice delivered to the Association, except that the presence in person by the proxy giver at a meeting for which the proxy is given shall automatically invalidate the proxy for that meeting. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy.

Section 8. Action Taken Without a Meeting. In the Board's discretion, any action that may be taken by the Association members at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a ballot or consent form to every

member entitled to vote on the matter. The Board may deliver ballots and consent forms by personal delivery, U.S. Mail, facsimile transmission, email, or other electronic means. Owners shall deliver their vote by ballot or consent form by whatever means is specified by the Board.

(a) Ballot. A ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

All solicitations for votes by ballot shall: a) indicate the number of responses needed to meet the quorum requirements; b) state the percentage of approvals necessary to approve each matter other than election of directors; and c) specify the time by which a ballot must be received by the corporation in order to be counted. A ballot may not be revoked. The Association shall maintain such ballots in its file for at least three (3) years.

(b) Written Consent. Approval by consent shall be valid only when the number of consents received equals or exceeds the requisite majority of the voting power for such action. Executed consents shall be included in the minutes or filed with the Association's records. If an action of the members is approved by consent hereunder, the Board shall issue notice of such approval to all members who did not sign consents. Membership approval shall be effective ten (10) days after notice is issued; provided, however, if the consent is to an amendment to the Declaration or Bylaws which must be recorded, the effective date shall be no earlier than the date of recording of such amendment.

Section 9. Order of Business. At all meetings of the Association, Roberts Rules of Order (latest edition) shall govern when not in conflict with the Declaration, these Bylaws or the Articles of Incorporation.

Article III. Board of Directors

A. Composition and Selection.

Section 1. Composition. The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons. The directors shall be Owners of Lots or spouse or domestic partners of such Owners; provided, however, no Owner and his or her spouse or domestic partner or co-Owner may serve on the Board at the same time.

Section 2. Term of Office. Those directors serving on the Effective Date of these Bylaws shall remain in office until the terms for which they were elected expire.

Successor directors shall be elected by the vote of those members present or represented by proxy, at the annual or other meeting of the membership of the Association, a quorum being present. At the first election of directors after the Effective Date of these Bylaws, the terms of successor directors shall be staggered on a one (1) and two (2) year basis. Two (2) directors shall be elected for one (1) year, and three (3) directors shall be elected for two (2) years. At the expiration of the term of office of each Board member, and at each annual meeting thereafter, a successor shall be elected to serve for a term of two (2) years. The Board members shall hold office until their respective successors shall have been elected by the Association.

Section 3. Removal of Members of the Board of Directors. At any valid regular or special Association meeting, any one or more Board members may be removed with or without cause by a Majority of the Association members and a successor may then and there be elected to fill the vacancy created. Moreover, any director who has had three (3) consecutive unexcused absences from regularly scheduled Board meetings or is more than sixty (60) days past due in the payment of any assessment may be removed by the vote of a Majority of the other directors. Any director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting to consider his or her removal and the purpose thereof and shall be given an opportunity to be heard at the meeting.

Section 4. Vacancies. Vacancies in the Board caused by any reason, except the removal of a director by vote of the membership, shall be filled by a vote of the Majority of the remaining directors, even though less than a quorum, at any Board meeting. The successor selected shall hold office for the remainder of the term of the director being replaced.

Section 5. Compensation. Directors shall not be compensated for services as such unless and only to the extent that compensation is authorized by a Majority vote of the members. Directors may be reimbursed for the expenses incurred in carrying out their duties as directors upon Board approval of such expenses.

Section 6. Director Conflicts of Interest. Nothing herein shall prohibit a director from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as director, provided that the director's interest is disclosed to the Board and the contract is approved by a Majority of the directors who are at a meeting of the Board of Directors at which a quorum is present, excluding the director with whom the contract is made. The interested director shall not count for purposes of establishing a quorum of the Board. The interested director shall be entitled to be present at the meeting at which the proposed contract is discussed, but the director must leave the room during the discussion on such matter.

Section 7. Nomination. Nomination for election to the Board shall be made from the floor at the meeting. Nominations also may be made by a nominating committee, if

appointed by the Board, and nominations may be made in writing to the Board of Directors by any owner if submitted to the Board at least thirty (30) days prior to the Annual Meeting.

Section 8. Elections. All Association members eligible to vote shall be entitled to cast their entire vote for each directorship to be filled. There shall be no cumulative voting. The directorships for which elections are held shall be filled by that number of candidates receiving the most votes. Voting for election of Board members shall be by secret written ballot (unless dispensed by unanimous consent at the meeting at which such voting is conducted).

B. Meetings.

Section 9. Regular Meetings. Regular Board meetings may be held at such time and place as determined by the Board, but at least once every three (3) months. The newly elected Board shall meet within ten (10) days after each annual Association meeting.

Section 10. Special Meetings. Special Board meetings may be called by the President on three (3) days notice to each director given by mail, in person, by telephone, or by facsimile transmission, which notice shall state the time, place, and purpose of the meeting. Special Board meetings shall be called by the President, Vice President, Secretary, or Treasurer in like manner and on like notice on the written request of at least two (2) directors.

Section 11. Waiver of Notice. Any director at any time, in writing, may waive notice of any Board meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any Board meeting shall also constitute a waiver of notice by him or her of the time and place of such meeting. If all directors are present at any Board meeting, no notice shall be required and any business may be transacted at such meeting.

Section 12. Conduct of Meetings. The President shall preside over all Board meetings, and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. The presence of directors entitled to cast one-half of the votes of the Board shall constitute a quorum for the transaction of business. One or more directors who participate in a meeting by means of telephone or electronic communication shall be deemed present and in attendance for all purposes at such meeting, provided all persons participating in the meeting can hear each other.

Section 13. Open Meetings. Board Meetings need not be open to all members. However, if the Board permits members to attend Board meetings, then members other than directors may not participate in any discussion or deliberation unless expressly so

authorized by the Board. Notwithstanding the above, the Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session. The Board may order the removal of any meeting guest who, in the Board's opinion, either disrupts the conduct of business at the meeting or fails to leave the meeting upon request after an announcement of reconvening in executive session.

Section 14. Action Without a Meeting. Any Board action required or permitted to be taken at any meeting may be taken without a meeting if a Majority of the directors consent in writing to such action. The written consents must describe the action taken and be signed by no less than a Majority of the directors. The written consents shall be filed with the minutes of the Board.

C. Powers and Duties.

Section 15. Powers and Duties. The Board of Directors shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Property and may do all such acts and things as are not by the Declaration, the Articles of Incorporation, or these Bylaws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these Bylaws, the Board of Directors shall have the power to and shall be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of an annual budget, in which there shall be established the contribution of each Owner to the Common Expenses;

(b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment;

(c) providing for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility as defined in Paragraph 14 of the Declaration;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, repair, and replacement of the Common Property, Association property, and the Area of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a financial depository or institution which it shall approve, or otherwise investing the proceeds in accordance with any limitations set forth in O.C.G.A. Section 14-3-302, and using the proceeds to administer the Association;

(f) making and amending rules and regulations and imposing sanctions for violation thereof, including reasonable monetary fines;

(g) opening of bank or other financial accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to, or alterations of the Common Property in accordance with the other provisions of the Declaration and these Bylaws, after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the costs of all services rendered to the Association or its members and not directly chargeable to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred; and

(m) contracting with any Person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with trusts, condominium associations, or other associations or corporations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

Section 16. Management Agent. The Association may, but shall not be required to, hire a professional management agent or agents, at a compensation established by the Board, to perform such duties and services as the Board of Directors shall authorize. The Board shall use reasonable efforts in any management contract to provide for termination of such contract with or without cause and without penalty, upon no more than thirty (30) days written notice, and for a term not in excess of one (1) year.

Section 17. Borrowing. The Board shall have the power to borrow money for the purpose of maintenance, repair, restoration or improvement of the Area of Common Responsibility and facilities without the approval of the members of the Association. The Board also shall be authorized to borrow money for other purposes (including, but not limited to modifying, improving or adding amenities to the Property), but, in such case, if the total amount of such borrowing exceeds or would exceed ten thousand (\$10,000.00) dollars outstanding debt at any one time, such borrowing must first be approved by members holding a Majority of the total eligible Association vote.

Section 18. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer, director and committee member against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon such person in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which he or she may be made a party by reason of being or having been an officer, director or committee member, whether or not such person holds such position at the time such expenses are incurred. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such person in the performance of his or her duties, except for his or her own individual willful misfeasance or malfeasance. 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, director or committee member, or former officer, director or committee member, may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and, if obtainable, officers' and directors' liability insurance to fund this obligation, and the insurance shall be written as provided in the Declaration.

D. Committees.

Section 19. Nominating Committee. Pursuant to Section 7 of this Article, there may be a Nominating Committee appointed to perform the functions specified in Section 7 of this Article.

Section 20. Architectural Control Committee. The Board may establish an Architectural Control Committee for the purpose of establishing and maintaining architectural standards in the Property as provided in the Declaration.

Section 21. Other Committees. There shall be such other committees as the Board shall determine with the powers and duties that the Board shall authorize.

Section 22. Service on Committees. Unless otherwise provided in these Bylaws or in the resolution authorizing a particular committee, the members of any committee shall be appointed by the President and shall serve at the pleasure of the Board of Directors. Any committee member may be removed with or without cause at any time and with or without a successor being named.

Article IV.
Officers

Section 1. Designation. The principal officers of the Association shall be the President, Vice President, Secretary, and Treasurer. The President, Vice President and Secretary must be Board members. The Treasurer shall be elected by the Board, but need not be a Board member. The Board may appoint one or more Assistant Treasurers, Assistant Secretaries, and such other subordinate officers as in its judgment may be necessary. Any assistant or subordinate officers shall not be required to be Board members. Except for the offices of Secretary and Treasurer, which may be held by the same person, no person may hold more than one (1) office.

Section 2. Election of Officers. The Association officers shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the members and shall hold office at the pleasure of the Board and until a successor is elected.

Section 3. Removal of Officers. Upon the affirmative vote of a Majority of the Board members, any officer may be removed, either with or without cause, and a successor may be elected.

Section 4. Vacancies. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

Section 5. President. The President shall be the chief executive officer of the Association and shall preside at all Association and Board meetings. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code, including, but not limited to, the power to appoint committees from among the members from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 6. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 7. Secretary. The Secretary shall keep the minutes of all Association and Board meetings and shall have charge of such books and papers as the Board may direct, and shall, in general, perform all duties incident to the office of the secretary of a corporation organized under Georgia law.

Section 8. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board. The Treasurer shall be responsible for the preparation of the budget as provided in the Declaration. The Treasurer may delegate all or a part of the preparation and notification duties associated with the above responsibilities to a management agent.

Section 9. Other Officers. Other offices may be created by the Board, and the Board members which hold such offices shall have such titles and duties as are defined by the Board.

Section 10. Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases, checks over \$1,000.00, promissory notes, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by Board resolution.

Article V.

Rule Making and Enforcement

Section 1. Authority and Enforcement. The Property shall be used only for those uses and purposes set out in the Declaration. The Board of Directors shall have the authority to make, modify, repeal and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of Lots and the Common Property; provided copies of all such rules and regulations shall be furnished to all Owners and Occupants. Any rule or regulation may be repealed by the affirmative vote or written consent of a Majority of the total Association vote at an annual or special meeting of the membership.

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

The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Lot, and to suspend an Owner's right to vote or to use the Common Property for violation of any duty imposed under the Declaration, these Bylaws, or any Association rules and regulations; provided, however, nothing herein shall

authorize the Association or the Board to deny ingress and egress to or from a Lot. If any Occupant violates the Declaration, Bylaws or Association rules and a fine is imposed, the fine may be imposed against the Owner and/or Occupant, subject to Section 2 below. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

Section 2. Fining and Suspension Procedure. The Board shall not impose a fine or suspend the right to vote or to use the Common Property, unless and until the Association has sent or delivered written notice to the violator as provided in subsection (a) below. However, compliance with this Section 2 shall not be required for the following: (i) late charges on delinquent assessments, (ii) suspension of voting rights if an Owner is shown on the Association's records to be more than thirty (30) days delinquent in any payment due the Association, in which case suspension of the right to vote shall be automatic.

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

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

Section 3. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Declaration, the Bylaws, or the rules and regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations or performing maintenance on any Lot upon a failure by the Lot Owner to do so) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth in Section 2 of this Article. In any such action, to the maximum extent permissible,

the Owner or Occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

The Association or its duly authorized agent shall have the power to enter a Lot or upon any portion of the Common Property to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the Bylaws, or the rules and regulations. Except in emergency situations or situations involving repeat violations for which notice hereunder already has been given, or as otherwise specified in the Declaration, entry onto a Lot to abate or remove a violation shall be made only after ten (10) days written notice to the violating Lot Owner. All costs of self-help or of otherwise enforcing the Declaration, Bylaws or Association rules, including reasonable attorney's fees, shall be assessed against the violating Lot Owner. Additionally, the Association shall have the authority to record in the Newton County land records a notice of violation identifying an uncured violation of the Declaration, Bylaws or rules and regulations regarding the Lot.

Article VI.
Miscellaneous

Section 1. Notices.

(a) Method of Giving Notice. Unless otherwise prohibited in these Bylaws, all notices, demands, bills, statements, or other communications shall be in writing and shall be given:

- (1) Personal delivery to the addressee; or
- (2) Via United States mail, first class, postage prepaid; or
- (3) Via electronic mail; or
- (4) Via facsimile; or
- (5) Via a secure web site, provided that notice shall be deemed given via web site only upon proof that the addressee has retrieved the message.

(b) Addressee. Notice sent by one of the methods described in Section 1, Subparagraph (a) shall be deemed to have been duly given:

- (1) If to a Lot Owner, at the address, electronic mail address or facsimile number which the Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Lot of such Owner;
- (2) If to an Occupant, to the electronic mail address or facsimile number which the Occupant has designated in writing, or if no such address has been designated, at the address of the Lot occupied; or

(3) If to the Association, the Board or the managing agent, at the postal address, facsimile or electronic mail address of the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary.

Section 2. Severability. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws or the Declaration.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

Section 4. Gender and Grammar. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 5. Fiscal Year. The fiscal year of the Association may be set by Board resolution or, in the absence thereof, shall be the calendar year.

Section 6. Financial Review. A financial review of the accounts of the Association shall be performed annually in the manner provided by the Board. However, after having received the Board's financial review at the annual meeting, or via first class mail in lieu of a meeting, the Owners may, by a Majority of the Association vote, require that the Association accounts be audited as a Common Expense by an independent accountant.

Section 7. Conflicts. The duties and powers of the Association shall be those set forth in the Georgia Nonprofit Corporation Code, the Declaration, these Bylaws, and the Articles of Incorporation, together with those reasonably implied to affect the purposes of the Association. If there are conflicts or inconsistencies between such, then the provisions of the Georgia Nonprofit Corporation Code (as may be applicable), the Declaration, the Articles of Incorporation and these Bylaws, in that order, shall prevail, and each Owner of a Lot, by acceptance of a deed or other conveyance, therefore, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

Section 8. Amendment. Except where a higher vote is required for action under a particular provision of the Declaration or Bylaws, these Bylaws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members holding sixty-six and two-thirds (66-2/3%) percent of the total eligible vote of the Association. Notice of a meeting, if any, at which an amendment will be considered, shall state that fact and the subject matter of the proposed amendment. No amendment shall become effective until it is certified by the President and Secretary of the Association and filed in the Newton County, Georgia land records. Any

amendment duly certified and recorded (containing any additional signatures required by the Declaration) shall be conclusively presumed to have been duly adopted in accordance with the Declaration and Bylaws. Owners whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted as eligible votes toward the amendment requirement.

If legal action is not instituted to challenge the validity of an amendment within one (1) year of the recording of the amendment in the Newton County, Georgia land records, then such amendment shall be presumed to be validly adopted.

Section 9. Books and Records.

(a) All members of the Association and any institutional holder of a first Mortgage shall be entitled to inspect the following records at a reasonable time and location specified by the Association, upon written request at least ten (10) business days before the date on which the member wishes to inspect and copy:

(i) its Articles or restated Articles of Incorporation and all amendments to them currently in effect;

(ii) its Bylaws or restated Bylaws and all amendments to them currently in effect;

(iii) resolutions adopted by either its members or Board of Directors increasing or decreasing the number of directors or the classification of directors, or relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members;

(iv) resolutions adopted by either its members or Board of Directors relating to the characteristics, qualification, rights, limitations, and obligations of members or any class or category of members;

(v) the minutes of all meetings of members and records of all actions approved by the members for the past three (3) years;

(vi) all written communications to members generally within the past three (3) years, including the financial statements furnished for the past three (3) years;

(vii) a list of the names and business or home addresses of its current directors and officers; and

(viii) its most recent annual report delivered to the Secretary of State.

(b) A member may inspect and copy the following records upon written notice at least ten (10) business days before the date on which the member wishes to inspect and copy only if the member's demand is made in good faith and for a proper purpose that is reasonably relevant to the member's legitimate interest as a member; the member describes with reasonable particularity the purpose and the records the member desires to inspect; the records are directly connected with this purpose; and the records are to be used only for the stated purpose:

(i) excerpts from minutes of any Board meeting, records of any action of a committee of the Board while acting in place of the Board on behalf of the Association, minutes of any meeting of the members, and records of action taken by the members or the Board without a meeting, to the extent not subject to inspection under subsection 9(a);

(ii) accounting records of the Association; and

(iii) the membership list only if for a purpose related to the member's interest as a member. Without the consent of the Board, a membership list or any part thereof may not be: used to solicit money or property unless such money or property will be used solely to solicit the votes of the members in an election to be held by the Association; used for any commercial purpose; or sold to or purchased by any person.

The Association may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the Member.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Northwoods Homeowners Association, Inc., a Georgia corporation;

That the foregoing Bylaws constitute the Amended and Restated Bylaws of said Association, as duly adopted by the Board of Directors of the Association on the day of November 15, 2007.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of
said Association this 15th day of November, 2007.

NORTHWOODS HOMEOWNERS ASSOCIATION, INC.

Virginia Davidson
Secretary

[CORPORATE SEAL]