

Return after recording to:  
Weinstock & Scavo, P.C.  
3405 Piedmont Road, NE, Suite 300  
Atlanta, GA 30305  
Attn: Michael J. Zenner

Cross reference to Declaration  
Recorded in Deed Book 7460, Page 385

**SEVENTH AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR OAKLEIGH  
SUBDIVISION**

THIS SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR OAKLEIGH SUBDIVISION (the "Amendment") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by Oakleigh Homeowners Association, Inc. (hereinafter, the "Association") with the approval of at least seventy-five (75%) of the Owners of Lots in the Oakleigh Subdivision, in accordance with the requirements of said Declaration.

**WITNESSETH:**

**WHEREAS**, Oakleigh Development Corp., a Georgia corporation, recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements for Oakleigh Subdivision on July 9, 1993 in Deed Book 7460, Page 385, et seq., Cobb County, Georgia records;

**WHEREAS**, said Declaration has been amended by that certain First Amendment to Declaration recorded on January 10, 1994 in Deed Book 7943, Page 0019, Cobb County, Georgia records; by that certain Second Amendment to Declaration recorded on October 23, 1995 in Deed Book 9194, Page 0421, aforesaid records; by that certain Third Amendment to Declaration recorded on August 6, 1997 in Deed Book 10551, Page 097, aforesaid records; by that certain Fourth Amendment to Declaration recorded on February 17, 1998 in Deed Book 11018, Page 102, aforesaid records; by that certain Fifth Amendment to Declaration recorded on July 13, 1999 in Deed Book 12691, Page 267, aforesaid records; and by that certain Sixth Amendment to Declaration recorded on August 30, 2000 in Deed Book 13289, Page 3209, aforesaid records (said Declaration, as amended, being hereinafter referred to as the "**Original Declaration**");

**WHEREAS**, plats for all portions of the Oakleigh Subdivision have been recorded in the Cobb County, Georgia records;

**WHEREAS**, the Association is the “Association” as said term is used and defined in the Original Declaration;

**WHEREAS**, pursuant to Article IX, Section 7 of the Original Declaration, the Original Declaration may be amended at any time and from time to time by an agreement signed by at least seventy-five (75%) of the Owners of Lots;

**WHEREAS**, the following Amendment has been approved by the written agreement of at least seventy-five (75%) of the Owners of Lots in the Oakleigh Subdivision, as evidenced by the Certification of Approval attached hereto as Exhibit “C” and by this reference made a part hereof;

**WHEREAS**, this Amendment does not alter, modify, change or rescind any right, title, interest or privilege granted or quoted to the holder of any mortgage encumbering any Lot or the Common Area effected thereby;

**NOW, THEREFORE**, the Original Declaration is hereby amended by striking said Original Declaration, as previously amended, and all Exhibits thereto in their entirety and substituting therefor the following:

**AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
OAKLEIGHT SUBDIVISION**

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ARTICLE I  
SUBMITTED PROPERTY

The property described in Exhibit "A" attached hereto and by reference made a part hereof (hereinafter, the "Property") is submitted and made subject to this Declaration. Said Property shall be owned, held, transferred, used, occupied and mortgaged or otherwise encumbered subject to the provisions of this Declaration, and every grantee of any interest in said property by acceptance of a deed or other conveyance of such interest, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of this Declaration and shall be deemed to have assented to the same. This Declaration shall apply to, govern, control, and regulate the sale, resale, or other disposition, acquisition, ownership, use, and enjoyment of the Property and the improvements located thereon, and all its provisions shall be and are covenants to run with the Property and shall be binding on the present owners of the Property and all their successors and assigns and all subsequent owners of the Property and improvements located thereon, together with their grantees, successors, heirs, executors, administrators, devisees, and assigns.

ARTICLE II  
DEFINITIONS

Section 1. The "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Oakleigh Subdivision, as it may from time to time be amended, applicable to the Property as recorded in the Office of the Clerk of the Superior Court of Cobb County, Georgia.

Section 2. The "Association" shall mean and refer to the Oakleigh Homeowners Association, Inc., its successors and assigns.

Section 3. The "Board" or "Directors" shall mean and refer to the Board of Directors of the Association.

Section 4. "Property" or "Oakleigh Subdivision" shall mean and refer to the property described in Exhibit "A" attached hereto and by this reference made a part hereof, which property is subject to the terms and provisions of this Declaration.

Section 5. "Lot" shall mean and refer to a numbered plot or parcel of land intended for use as a single family dwelling site, as shown on the Plats of the Oakleigh Subdivision.

Section 6. The "Common Area and Facilities" shall mean and refer to all real property and facilities now or hereafter owned by the Association for the common use and enjoyment of the Residents, including any recreation areas or other areas owned by the Association and set aside for the use and enjoyment of the Homeowners.

Section 7. "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Oakleigh Subdivision, but excluding those holding such interest merely as security for the performance of an obligation.

Section 8. "Resident" or "Occupant" shall mean and refer to any person or persons residing within the Oakleigh Subdivision, whether or not an Owner.

Section 9. "Person" shall mean and refer to any individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

Section 10. "Plats" shall mean and refer to the plats for the Oakleigh Subdivision recorded, or to be recorded, in the Cobb County Georgia records, being more particularly described in Exhibit "B" attached hereto, and by this reference made a part hereof.

Section 11. "Structure" shall mean and refer to:

(a) any physical object whose placement on any Lot may affect the appearance of such Lot, including, but not limited to, any building, garage, porch, deck or patio, shed, greenhouse, gazebo, kennel, coup or pen of any kind, swimming pool, tennis court or basketball pad or goal, mailbox, lamp or lighting fixture of any kind, fence, wall, driveway or other paved area, tree, shrub or flower bed, detached living quarters, whether permanent or temporary, or any other permanent or temporary object or structure.

(b) any excavation, change in grading, ditch, dam or other diversion, or any other object or device which affects or alters the flow of surface water from, upon or across any Lot, or which affects or alters the flow of water in any natural or artificial creek, stream or drainage channel from, upon or across any Lot.

Section 12. "Leasing/Lease/Tenant"

(a) Leasing shall mean and refer to the renting of a Lot, or any portion thereof, by its Owner, for the use of a Renter or Tenant for any purpose whatsoever, in return for monetary or other form of compensation.

(b) A Lease shall mean and refer to a contract which gives a Renter or Tenant the right to use a Lot, or any portion thereof, for a specified period of time in return for a specified amount of compensation or rent.

(c) A Renter or Tenant shall mean and refer to a person who leases or rents a Lot or any portion thereof from its Owner.

Section 13. "By Laws" shall mean and refer to the by Laws of the Association as may be amended from time to time.

Section 14. "Design Standards" shall mean and refer to such written architectural standards, regulations, policies, guidelines and procedures as may be adopted from time to time by the Board of Directors.

ARTICLE III  
MEMBERSHIP AND VOTING

Section 1. Membership. Every Owner of a Lot which is subject to this Declaration shall hold a mandatory membership in the Association. The foregoing requirement shall not, however, include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to this Declaration, and shall pass automatically to an Owner's successor in title to the Lot.

Section 2. Voting. All members of the Association shall be Lot Owners. No person who is not a Lot Owner shall be entitled to membership in the Association. Owners shall be entitled to one vote per Lot owned. Where more than one person appears on the title deed as joint owners of a Lot, all such persons shall be members of the Association. The vote for such Lot shall be exercised as they shall determine among themselves, but in no event shall more than one vote be cast by the Owners of any Lot. If the joint Owners of a Lot cannot agree among themselves how to vote, no vote shall be cast for that Lot.

Only Association members in good standing shall be eligible to hold office in the Association, or to vote in the election of the Association's Board of Directors. Only Association members in good standing shall be eligible to vote on the approval of the Association's Annual Budget and Assessments, Special Assessments, or on any other matters whatsoever, including any amendment or amendments to this Declarations, the By-Laws, Design Standards or any other policies of the Association that may come before the membership for its approval at an Association meeting, by mail ballot, petition or by any other procedure.

A member in good standing of the Oakleigh Homeowners Association shall be defined as a Lot Owner whose voting rights have not been suspended pursuant to Article X, Section 3 (B) of this Declaration.

ARTICLE IV  
GOVERNANCE

Section 1. Board of Directors. The affairs of the Association shall be managed by a Board of Directors of not less than five (5) members who shall be current resident Owners and members in good standing of the Association.

The duties, responsibilities and authority of the Board of Directors, the rules and procedures for the election of the members of the Board, their terms of office and the procedures for their removal and/or replacement shall be set forth in the By Laws of the Oakleigh Homeowners Association.

Section 2. Accountability. The Board shall be accountable to the membership for its management of the affairs of the Association, as provided for in the By Laws of the Oakleigh Homeowners Association.

Section 3. Meetings. One Annual Membership Meeting shall be held each year. Special Membership Meetings may be called from time to time for specific purposes in accordance with the By Laws.

The Board of Directors shall meet at least once each month, and may act without a formal meeting as further provided in the By Laws. Except for executive sessions, all formal meetings of the Board of Directors shall be open to any member or members of the Association who may wish to attend.

Rules and procedures governing Membership Meetings, both Annual and Special, and Meetings of the Board of Directors shall be set forth in the By Laws of the Oakleigh Homeowners Association. Such rules and procedures shall include, but not be limited to, proxies, quorums, voting requirements and procedures, rules of order, meeting notices, including times and location of meetings, etc.

## ARTICLE V RIGHTS AND OBLIGATIONS

### Section 1. Covenants and Restrictions

Each Owner, by the acceptance of a deed of conveyance, accepts this Declaration and all covenants, restrictions, conditions, reservations, liens and charges provided for therein, as well as the jurisdiction, rights and powers created by said Declaration. All rights, benefits, privileges, and obligations hereby conferred shall be deemed to be covenants running with the land and shall bind any person or persons having any interest or estate in the Property or any portion thereof. All rights, benefits, privileges and obligations so established and conferred shall accrue to such Owners or their heirs in like manner as though the provisions of this Declaration were stipulated at length in each and every deed of conveyance or contract for conveyance.

### Section 2. Obligations of Members

All Owners, residents, tenants and/or their guests, and anyone employed by said Owners or their tenants, shall be obligated to abide by this Declaration, the By-Laws and Design Standards of the Association, and such policies and procedures as the Board of Directors may from time to time establish.

### Section 3. Interpretation and Application

It shall be the sole responsibility of the Board of Directors to interpret the provisions of this Declaration, the By-Laws and Design Standards of the Association, and to apply them to specific circumstances. The Board shall have the sole authority to make such exceptions to its governing documents and policies as it may deem appropriate in any given circumstances at any given time.

ARTICLE VI  
ASSESSMENTS

Section 1. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of paying the costs and expenses of the Oakleigh Homeowners Association, including without limitation the maintenance and repair of all Common Areas and Facilities, and any improvements thereto, as well as the services provided by any contractors who may be employed by the Association, legal representation, the purchase of insurance, the payment of taxes, the cost of utilities, and all other expenses incidental to the operation and administration of the Association, including the establishment and maintenance of a reserve fund or funds.

Section 2. Annual Assessments. It shall be the duty of the Board prior to each Annual Membership Meeting to prepare a budget covering the estimated operating expenses of the Association for the coming year, including anticipated capital improvements and expenditures, as well as a reserve fund or funds of not less than 2% of the Assessments received. The Annual Assessment shall be divided equally among all Lots.

No later than fifteen (15) days prior to the Annual Membership Meeting the board shall provide each Owner with a copy of the proposed Budget together with notice of the amount of the Annual Assessment based on such Budget payable by the Owner during the coming year. Those eligible members of the Association in attendance at the Annual Membership Meeting, or at a meeting called for such purpose, either in person or by proxy, must approve the proposed Budget and Annual Assessment by a majority vote. Any increase in the Annual Assessment in excess of five (5) percent over the previous year's Annual Assessment shall require the approval of two thirds (2/3) of the Owners present in person or by proxy at a meeting called for such purpose.

In the event that the proposed Budget and Annual Assessment shall not be approved, the Budget and Assessment currently in effect shall continue in effect for the succeeding year, or until such time as a new Budget and Assessment have been approved as provided for above.

All Annual Assessments shall be due and payable on February 15 of each year. Any Assessments which remain unpaid as of the close of business on March 31 shall be deemed delinquent, and shall be subject to late fees and/or interest commencing on April 1 of that year.

Section 3. Special Assessments. In addition to the Annual Assessments authorized above, Special Assessments may be requested by the Board for specific purposes including, but not limited to, capital improvements, repairs to the Common Areas and/or Facilities, the cost of legal representation, and other unanticipated expenses.

Notice of any request for a Special Assessment must be delivered to each Owner no later than fifteen (15) days prior to a Special Membership Meeting called for the purpose of voting on such Special Assessment. The Special Assessment must be approved by a two thirds (2/3) vote of those eligible members of the Association in attendance at said

Special Membership Meeting, either in person or by proxy. Special Assessments shall be divided equally among all Lots and shall be paid on such dates and in such manner as may be specified by the Board.

Section 4. Supplemental Assessments. In the event of mandated or extraordinary expenditures, which the Association is obligated to pay, and which cannot be covered by the current Budget and Annual Assessment the Board of Directors shall have the authority, after full disclosure of the reasons for said expenditures, to establish a Supplemental Assessment in an amount equal to such expenses. Any Supplemental Assessment shall be divided equally among all Lots.

Section 5. Specific Assessments. All expenses incurred or necessitated as a result of the actions of an individual Owner or a group of Owners, their guests or tenants, shall be assessed exclusively against the Owner or Owners responsible for such costs.

All expenses incurred for the exclusive benefit of an individual Owner or a group of Owners shall be assessed exclusively against the Owner or Owners benefited thereby.

Section 6. Lien and Personal Obligation for Assessments. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be expressly provided in such deed, shall be deemed to covenant and agree to pay to the Association: (i) Annual Assessments, (ii) Special Assessments, (iii) Supplemental Assessments, (iv) Specific Assessments, and/or (v) any late fees, fines and/or other charges and interest thereon that may be lawfully assessed against said Lot or Lot Owner, and the cost of collection thereof, including Court costs and reasonable attorney's fees actually incurred, as provided for in this Declaration.

All Assessments, late fees, interest, fines and other charges lawfully assessed against any Lot or Lot Owner as provided for in this Declaration, together with all Court costs and reasonable Attorney's fees actually incurred, shall, from the time such sums become due and payable, be a personal obligation of the Lot Owner and shall constitute a lien in favor of the Association on said Lot. Such lien shall be considered prior and superior to all other liens whatsoever, except (i) liens for ad valorem taxes on the Lot, (ii) the lien of any first priority mortgage on the Lot. The recording of this Declaration shall constitute record notice of the existence of a lien on any Lot, and no further recording of a lien for unpaid Assessments, late fees, fines or other charges shall be required.

Section 7. Non-payment of Assessments. Any Assessments which are not paid by the due date shall be deemed delinquent. A late fee and/or interest may then be assessed at a rate to be established by the Board of Directors. In such case the Association may take such action or actions against an Owner, including, but not limited to, the placement of a lien on the Owner's Lot and an action at law or in equity. The lien provided for in this section shall be in favor of the Association.

All costs incurred by the Association in securing payment of any delinquent Assessments, late fees, interest, fines and/or other charges, including Court costs and reasonable Attorney's fees actually incurred, shall be added to the amount of the

delinquent Assessment and shall be the personal obligation of the Owner and a lien against the Owner's Lot.

Each Owner, by his/her acceptance of a deed to a Lot, expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner to enforce such Owner's personal obligation to pay delinquent Assessments, late fees, fines, interest and/or other charges, plus the cost of collection thereof, including Court costs and reasonable Attorney's fees actually incurred, and/or to foreclose the Association's lien as provided for in this Declaration; provided, however, that no action to foreclose the Association's lien shall be initiated unless the accumulated unpaid Assessments, late fees, interest, fines and/or other charges, plus the cost of collection thereof, including Court costs and reasonable attorney's fees actually incurred, or any combination thereof, shall reach or exceed the amount of ten thousand dollars (\$10,000).

No Lot Owner may waive, claim exemption from, or otherwise escape liability for the Assessment provided for herein for any reason whatsoever, including, but not limited to, non-use and enjoyment of his/her Lot or of the Common Areas and Facilities or any portion thereof, abandonment of his/her Lot, or renunciation of his/her membership in the Association.

Section 8. Statement of Outstanding Assessments. The Association shall, within ten (10) business days of the receipt of a written request, furnish to a Lot Owner a Statement of Outstanding Assessments, signed by an officer of the Association, or an authorized agent thereof, listing all outstanding, unpaid Assessments, late fees, fines and/or other charges and any interest thereon, plus the costs of collection, including Court costs and reasonable attorney's fees actually incurred which is owed to the Association by said Lot Owner. A properly executed Statement of Outstanding Assessments for a specified Lot shall be binding on the Association as of the date of issuance. However, late fees, fines, interest, Court costs and legal fees shall continue to accrue thereafter so long as any outstanding Assessments remain unpaid.

Section 9. Receipt for Payment. The Association shall, within ten (10) business days of the receipt of a written request, furnish to an Owner a written receipt for any payments made by said Owner to the Association for Assessments, late fees, interest, fines and /or any other charges.

Section 10. Sale or Transfer of a Lot. The sale or transfer of a Lot shall not affect a lien for unpaid Assessments, late fees, interest, fines and/or other charges, plus the costs of collection thereof, including Court costs and reasonable attorney's fees actually incurred, nor shall it relieve the original Lot Owner of personal liability for any such unpaid obligations.

The purchaser of a Lot shall be jointly and severally liable with the seller thereof for all unpaid Assessments, late fees, interest, fines and other charges against the latter up to the date of conveyance, without prejudice to the purchaser's right to recover from the seller any such amount paid by the purchaser.

Section 11. Procedures for Implementation. Procedures for the implementation and enforcement of the provisions of this Article shall be set forth in the By Laws of the Association.

ARTICLE VII  
COMMON AREAS & FACILITIES

Section 1. Title to the Common Areas and Facilities. Title to the Common Areas and Facilities shall be held in the name of the Oakleigh Homeowners Association, Inc.

Section 2. Member's Right to Use and Enjoyment of the Common Areas and Facilities. The Common Areas and Facilities shall be reserved for the exclusive use and enjoyment of Oakleigh Lot Owners who are members in good standing of the Association, their family members, guests and/or tenants. Subject to the provisions herein, every member of the Association shall have a right to the use and enjoyment of the Common Areas and Facilities. Such right shall be appurtenant to and may not be separated from ownership of a Lot, and shall pass automatically to an Owner's successor in title to the Lot, subject to the right and authority of the Board of Directors to adopt and publish rules and regulations governing the use of the Common Areas and Facilities.

The Common Areas and Facilities shall not be made available to non-residents or to any outside organization or group, except as invitees of one or more Oakleigh Lot Owners/residents, who shall assume full responsibility and liability for their behavior while on Oakleigh property and for their compliance with all rules, regulations and policies governing the use of the Common Areas and Facilities.

The Common Areas and Facilities shall not be used for commercial, political or religious purposes.

Section 3. Delegation of Right of Use and Enjoyment.

Any Owner may delegate, in accordance with the Association's By-Laws, his/her right of use and enjoyment of the Common Areas and Facilities to the members of his/her family, tenants, and/or guests, subject to such regulations and fees as may be established from time to time by the Association.

Section 4. Rights of the Association. The Association shall have the right and authority to:

(a) Make such repairs, improvements and/or alterations upon and within the Common Areas and Facilities as the Board of Directors may from time to time deem necessary and/or appropriate. The Board shall have the sole authority and discretion to make such repairs as it may deem necessary. Proposed capital projects for the improvement and/or modification of the Common Areas and/or Facilities shall be included in the Board's annual Budget proposal subject to approval by a majority of the eligible members present and voting, in person or by proxy, at Annual Membership Meeting in accordance with the procedures set forth in the Association's By-Laws.

(b) Borrow money for the purpose of improving the Common Areas or any portion thereof, or for the construction, repairing or improving of any facilities located thereon, or to be located thereon; and, upon the approval of two-thirds (2/3) of the membership, to give as security a mortgage upon all or any portion of the Common Area and/or Facilities. The lien and encumbrance of any such mortgage, however, shall be subject and subordinate to all rights, interest, easements, and privileges herein established for the benefit of any and all Owners;

(c) Dedicate, transfer or sell all or any portion of the Common Areas and/or Facilities for such purposes and subject to such conditions as may be agreed to by the written consent of two-thirds (2/3) of the membership.

## ARTICLE VIII GENERAL COVENANTS AND RESTRICTIONS

The following Covenants and Restrictions shall apply to all Lots and to all Structures erected or placed thereon:

Section 1. Residential Use. All Lots shall be restricted exclusively to single-family residential use.

Section 2. Use of the Common Areas and Facilities. The Common Areas and Facilities may be used by all Residents, their family members, guests and/or tenants for such purposes as may be authorized by the Association, and in accordance with such rules and regulations as may from time to time be adopted by the Association.

Section 3. Rubbish/Debris. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate on any portion of any Lot, nor shall any hazard or nuisance be permitted to exist on any Lot or portion thereof.

Section 4. Yard Waste. Grass clippings, leaves and other yard waste may not be blown into the street or onto a neighbor's property. Unless used as mulch all such materials must be bagged for trash collection.

Section 5. Burning. No rubbish, debris, yard waste or any other substance may be burned on any Oakleigh Lot. This provision shall not be construed as prohibiting the use of outdoor fire places, fire pits, chimineyas, barbeques or grills.

Section 6. Erosion Control. No activity which may create an erosion or siltation problem shall be undertaken by any Owner of any Lot.

Section 7. Signage.

(a) Signs on the Common Areas. The Board of Directors may from time to time install upon the Common Areas and/or Facilities, either permanently or temporarily, such signs as it may deem necessary or appropriate. No other signs may be installed upon the Common Areas and/or Facilities without the prior approval of the Board of Directors.

(b) Signs Placed on Lots. No signs other than those approved by the ACC/Board of Directors as set forth in the Design Standards shall be installed, erected or maintained on any Lot, or attached to any dwelling or accessory structure which may be visible upon the exterior thereof. The ACC/Board may not prohibit For Sale signs or any signs that may be required by a legal proceeding.

(c) No sign shall exceed six (6) square feet in area.

Section 8. Fences. The Board of Directors shall establish and publish in the Design Standards a Fence Policy prescribing the location and style of all fences that may be erected on any Lot or around any swimming pool. Such policy shall include, but not be limited to, the following provisions:

(a) Fences shall enclose only the rear perimeter of any Lot. No fence shall be constructed around the front perimeter of any Lot.

(b) Fences must be constructed with the posts and wire mesh on the inside of the fence, facing the property of the Owner who installs the fence.

(c) Any newly constructed fence enclosing a swimming pool shall be a black metal picket fence six feet in height. Pre-existing pool fences shall not be subject to this requirement until such time as they may be replaced by the Owner, at which time this requirement shall apply.

(d) No chain link fence shall be erected on any Lot.

No fence may be installed without the prior, written approval of the ACC/Board of Directors. All fences shall be constructed in accordance with any applicable laws.

Section 9. Signature Mail Boxes and Gas Lamps. All Lots shall have one mail box and one gas lamp in the design and color set forth in the Design Standards.

Section 10. Private Business Activities. Residents may conduct private business activities from their property so long as such activities are lawful, do not have an adverse environmental impact, are unobtrusive, do not disfigure the landscape or create an eyesore in the community, and do not disturb the neighbors. However, except for a mail order business, no retail business involving the sale of a product or service on the premises shall be permitted, and, except for delivery vehicles, no business which involves non resident vehicles regularly coming into the community shall be permitted. This shall not preclude the management of a business from a home office, so long as such business does not involve customers or clients regularly coming to the property to purchase products or services.

Signs advertising such business activities shall be prohibited.

Section 11. Commercial, Recreational Vehicles and Personal Vehicles

(a) No commercial vehicles, materials or equipment may be parked or stored on any Lot, except for one (1) business vehicle (no larger than a van or pick up truck) which is used exclusively by the Resident thereof.

(b) No recreational vehicle, motor home, trailer, camper, all terrain vehicle, golf cart, boat or other watercraft, etc. may be parked or stored regularly or permanently in a visible location on any Lot; but may be permitted on a temporary basis, not to exceed seventy two (72) hours. Such time limit may be extended in special circumstances at the discretion of the ACC/Board of Directors.

(c) No vehicle of any kind may be sold from or repaired on any Lot or parcel of land, except for such emergency repairs as may be necessary to move said vehicle to a commercial repair facility.

(d) No vehicle of any kind may be parked on any lawn or other unpaved area.

(e) No more than six (6) currently licensed and operational vehicles may be parked or stored on any Lot on a regular or permanent basis. However, up to, but not more than, two (2) additional registered and operational vehicles may be parked or stored on any Lot subject to the prior approval of the ACC/Board of Directors. No vehicle larger than a van or pick up truck may be parked or stored on any Lot on a regular or permanent basis.

Section 12. Recreational Equipment. No recreational equipment, including but not limited to playground equipment, swimming pools, spas, tennis courts, basketball courts or goals, etc. may be installed on any Lot without the prior approval of the ACC/Board of Directors. Above ground pools and tree houses are not permitted.

Section 13. Accessory Structures. No accessory structure, including but not limited to a deck, patio, garden shed or greenhouse, gazebo or pet shelter, whether attached or detached, shall be constructed on any Lot without the prior, written approval of the ACC/Board of Directors. All accessory structures shall be located behind the dwelling as it fronts on the street located at the front, and in the case of a corner Lot, at the side of the Lot. Such accessory structures shall also be positioned on the Lot with such side and rear setback lines as may be required by the ACC/Board of Directors or by applicable zoning laws.

Section 14. Outdoor Lighting. High intensity or other outdoor lighting which spills over onto a neighbor's property is prohibited.

Section 15. Noise. The use or operation of any machine, device or equipment for producing or reproducing sound (including, but not limited to, radios, phonographs, CD or tape players, musical instruments and/or amplifiers) in such manner as to disturb the peace, quiet and comfort of neighboring Residents is strictly prohibited.

Section 16. Landscaping.

- (a) The following provisions shall apply to all landscaping within the subdivision:
- (i) Any significant modification of the existing landscape design shall require the prior, written approval of the ACC/Board of Directors; provided, however, that this requirement shall not apply to the addition, removal or replacement of flowers and plants in existing landscape beds.
  - (ii) Artificial landscape features including, but not limited to, walls, stone paths, edging, benches, Japanese lanterns, landscape lighting, pools, planters, pots, and/or statuary shall require the prior, written approval of the ACC/Board of Directors.
  - (iii) Trees may only be removed with the prior, written approval of the ACC/Board of Directors, which may at its discretion, require that new trees or other appropriate landscape materials be planted in their place. Dead trees, fallen trees and trees in immanent danger of falling may be removed immediately.
- (b) The ACC/Board of Directors may also require that landscape buffers be planted anywhere on any Lot in order to screen any newly constructed driveways, parking areas, pools, tennis or basketball courts, and accessory structures from a neighbor's line of sight.

Section 17. Improvements. Any and all construction of dwellings, accessory structures, and all other improvements to any Lot shall be undertaken and completed in accordance with the following conditions:

- (a) all such construction must be carried out in compliance with the laws, building codes, rules, regulations and orders of all applicable governmental agencies and authorities, as well as the provisions of this Declaration and the Design Standards;
- (b) concrete block or cinder block shall not be used as a building material for the exposed surface of any dwelling or accessory structure constructed on any Lot; all construction materials shall be limited to those specified in the Design Standards;
- (c) no lumber, bricks, stones, or other building materials, scaffolding, machinery or other mechanical devices, or any other materials or equipment used for building or landscaping purposes shall be stored on any Lot, except for the purpose of construction of a dwelling, accessory buildings or landscaping on said Lot; nor shall any such materials or equipment be stored on any Lot for longer than a reasonable length of time necessary to complete the work for which such materials and/or equipment is to be used.

Section 18. Miscellaneous Provisions.

- (a) no above-ground containers for the storage of fuel, water and/or any other substance shall be located on any Lot;

(b) no deck, accessory structure or other attachment shall be added to any dwelling, nor shall railings, fences, and/or walls be constructed or installed on any Lot, without the prior, written approval of the ACC/Board of Director;

(c) window mounted heating or air conditioning units or fans shall not be permitted in any dwelling or accessory structure; nor shall outside clotheslines or any other equipment and/or facilities for the purpose of washing and drying be located anywhere on any Lot.

Section 19. Satellite Dishes and Antennae.

(a) In accordance with Federal Communication Commission Rules and Regulations, satellite dishes and/or antennae designed to receive video programming services via broadband (wireless cable) or to receive or transmit fixed wireless services via satellite (such as wireless telephones and high speed internet access) may not be prohibited.

(b) The Association may, however, prohibit and/or establish rules and regulations governing the installation and use of other types of antennae, including, but not limited to, AM/FM radios, amateur (“Ham”) radios, Citizens Band (CB radios) and Digital Audio Radio Services (DARS).

(c) Satellite dishes/antennae may not exceed one (1) meter (39.37 inches) in diameter.

(d) Satellite dishes/antennae must be located at the rear or side of a Lot, dwelling or other structure unless it is impossible to receive an acceptable quality signal from such location.

(e) The above provisions shall at all times conform to FCC Rules and Regulations as they may be amended from time to time.

Section 20. Flags. The American flag and the official flag of the state of Georgia may be flown on any Lot in accordance with the rules and regulations for displaying the national banner. Other flags may be flown with the approval of the ACC/Board of Directors, which may in its discretion, limit the size and number of any flags flown within the subdivision.

Section 21. Pets/Animals. No animals may be kept on any Lot, except those which are kept solely as household pets. Pet owners must comply with all laws, rules, regulations and orders governing the keeping of pets in Cobb County. Animals may not be bred, raised or kept on any Lot for commercial purposes.

Section 22. Yard Sales. The Association shall sponsor two (2) Yard Sales per year. Individual yard sales are prohibited.

Section 23. Trash Collection. The Board of Directors shall designate a single, common trash collection service to be used by all Residents. A common fee to be paid by all Residents for said service may be negotiated by the Board of Directors. Each Resident

shall be responsible for paying his/her own trash collection fees directly to the designated trash collection service.

Section 24. Statute of Limitations. In accordance with applicable Georgia Law any fixture, landscaping, structure or other object that has been in place on any Lot for two (2) years or more may not be disallowed by the Association.

Section 25. Authority of the Board of Directors. The Board shall establish such additional policies, rules and regulations governing the use of the Common Property and Lots as it may from time to time deem necessary and appropriate. All such policies, rules and regulations, and any subsequent amendments thereto, shall be published prior to becoming effective.

## ARTICLE IX ARCHITECTURAL CONTROL

Section 1. The Board of Directors shall serve as an Architectural Control Committee (“ACC”) unless it shall choose to appoint another individual or entity to perform the functions of said committee. Any such entity shall serve as the agent of the Board and carry out such duties and responsibilities as the Board may, from time to time, assign to it. Any such entity shall serve at the pleasure of the Board; and the Board shall retain final decision making authority over any and all matters that may be assigned to such entity.

(a) The purpose of the ACC/Board shall be to assure that the construction, installation, or alteration of any Structure on any Lot is in accordance with the Design Standards established by the Board. The ACC/Board shall have all of the authority and power necessary and proper to accomplish such purpose, including the duty, responsibility and authority to approve or disapprove plans and specifications for the construction, installation or alteration of any Structure on any Lot.

(b) The Board shall establish appropriate procedures for requesting, reviewing, approving or disapproving any proposed architectural modification of any residential property within the subdivision.

(c) No architectural modification, addition, construction, installation, replacement or alteration whatsoever shall be commenced or continued by any Homeowner(s) or Resident(s), their tenants or agents with respect to the exterior of any house or any portion of any Lot or parcel of land without the prior written approval of the ACC/Board.

No such exterior addition, change or alteration shall be made to any Structure or property unless and until the plans and specifications showing the nature, type, style, color, shape, dimensions, materials, location and appearance in relation to surrounding Structures and topography of such modification shall have been submitted to and approved in writing by the ACC/Board.

This shall include, but not be limited to, the construction, installation, addition, modification, alteration or replacement of sidewalks, driveways, decks, patios, porches,

roofs, solar energy panels, swimming pools, tennis courts, basketball pads and goals, sheds, gazebos, greenhouses, playhouses, kennels, garages or any other detached structures or outbuildings of any kind, as well as any exterior lighting or landscaping.

The ACC/Board shall have the sole discretion to determine whether or not the plans and specifications submitted for approval are acceptable and in compliance with the total architectural scheme of the neighborhood.

(d) If the plans and specifications are neither approved nor disapproved within thirty (30) days from the date submitted they shall be approved by default. However, even if approved by default, any such plans and specifications must be in compliance with the provisions of this Declaration, the Design Standards and all other policies of the Association.

(e) The ACC/Board shall have the right to inspect any Lot for the purpose of ascertaining whether any alteration or construction is in compliance with the Declaration, Design Standards and/or policies of the Association.

(f) The ACC/Board may, by written notice, stop any alteration or construction it ay deem to be in violation of the Declaration, the Design Standards, and/or policies of the Association.

(g) The ACC/Board is not responsible or liable for:

- (i) any defects in any plans or specifications, submitted, revised or approved;
- (ii) any loss or damage to any person arising out of the approval or disapproval of or the failure to act upon any plans or specifications; or
- (iii) any loss or damage arising from the noncompliance of any plans or specifications with any governmental or administrative regulations, or for any defects in construction undertaken pursuant to such plans and specifications.

Section 2. No man-made object of any kind shall be displayed in the front of any Lot without the prior written approval of the ACC/Board, which shall have the sole discretion to determine its appropriateness and suitability to the overall architectural scheme of neighborhood, and to approve its location on the property.

Section 3. The Board of Directors shall have the authority to promulgate Design Standards, and to modify them from time to time, setting forth more specific requirements than those enumerated in this Declaration.

## ARTICLE X ENFORCEMENT

Section 1. Obligations of Owners, Occupants, Family Members, Tenants and Guests. Each Owner or Occupant of a Lot, their family members, tenants and guests shall comply strictly with this Declaration, the By Laws, Design Standards, rules,

regulations and policies of the Oakleigh Homeowners Association, and all amendments thereto which may henceforth be adopted from time to time.

No Owner, Occupant, Tenant, or family member may waive, claim exemption from or otherwise escape his/her obligations to strictly comply with all the provisions of this Declaration, the By Laws, Design Standards, rules, regulations and/or policies of the Association for any reason whatsoever, including, but not limited to, non use or enjoyment of his/her Lot, the Common Areas and Facilities or any portion thereof, abandonment of his/her Lot, or renunciation of membership in the Association.

Section 2. Role of the Board of Directors.

The Board of Directors, acting on behalf of the Oakleigh Homeowners Association, shall have the authority to enforce all covenants, restrictions, rules, regulations, policies, conditions, reservations, easements, assessments, fines, liens and such other charges and/or penalties as may now or hereafter be imposed in accordance with the terms of this Declaration by proceedings at law or equity and by such other means as shall be provided for herein.

Section 3. Enforcement.

(a) *Fines.* In the event of any failure to comply with this Declaration, the By-Laws, Design Standards, rules, regulations and/or policies of the Association and with all amendments thereto which may henceforth be adopted from time to time, the Board may, in addition to any other remedies provided for herein, assess fines against an Owner, Occupant and/or Tenant for such failure in an amount which the Board, in its sole discretion, shall deem reasonable and appropriate under the circumstances. All such fines shall be an assessment and a lien against the Lot.

The Board shall provide the Owner, Occupant and/or Tenant with a written notice of such violation.

In the event of a violation of the Association's architectural standards as defined in this Declaration, the Design Standards and/or any other written rule, regulation or policy of the Association, the Owner shall be given thirty [30] days in which to correct the violation and bring his/her property into compliance with said architectural standards before any fine is imposed. Should the violation persist or be repeated after the thirty [30] days has elapsed, a separate violation shall be deemed to have occurred, and the Board may assess additional fines in such amount and frequency as it may, in its sole discretion, deem to be reasonable and appropriate. The Board may continue to assess such fines so long as the violation persists or is repeated.

In the event of a violation of any other provision of this Declaration, the By-Laws, or any other written rule, regulation or policy of the Association, including any agreement for the use of the Club House, common areas and/or facilities, fines may be assessed upon the Board of Directors becoming aware of such violation, and shall be due and payable immediately upon receipt of notification of said violation by the Owner, Occupant or Tenant. Should any such violation persist or be repeated after notice of violation has been

provided, a separate violation shall be deemed to have occurred, and the Board may assess additional fines in such amount and frequency as it may, in its sole discretion, deem to be reasonable and appropriate. The Board may continue to assess such fines as long as the violation persists or is repeated.

(b) *Suspension of Rights and Privileges.* The Association shall have the authority, in the sole discretion of the Board of Directors, to suspend an Owner's voting rights and/or to suspend the right of an Owner, Occupant, Tenant, and their family members or guests to use the Common Areas and Facilities for the period during which any assessments, late fees, interest, fines, and/or any other charges owed to the Association remain unpaid, or for the period during which any violation or non compliance continues unabated, and for an additional period not to exceed one (1) year.

(c) *Notice of Violation/Non Compliance.* The Association shall have the authority, at the discretion of the Board of Directors, to record in the appropriate land records for any Lot a written notice of any violation of or failure to comply with any provision or provisions of this Declaration, the By Laws, Design Standards, rules, regulations and/or policies of the Association. The cost of recording and removing such notice shall be assessed against the Owner who is responsible for the violation or non compliance.

(d) *Legal Action.* Any violation of, or lack of compliance with, this Declaration, the By Laws, Design Standards, rules, regulations or policies of the Association on the part of any Owner, Occupant, Tenant, and/or their family members or guests shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or equity. The Association may, in addition to all other remedies, require and shall be entitled to the remedy of injunction to restrain any such violation or lack of compliance.

(e) *Right of Abatement.* The Association, or any duly authorized agent thereof, shall, after ten (10) days written notice, have the right to enter upon any Lot where a violation or non-compliance exists in order to abate the condition or remove whatever may exist contrary to the intent and meaning of the provisions of this Declaration, the By Laws, Design Standards, rules, regulations and/or policies of the Association; provided however that no notice shall be required in the event of an emergency.

In addition, the Association shall have the right to immediately tow, at the Owner's expense, any improperly parked or prohibited vehicle.

Neither the Association, nor its agents, shall be deemed guilty of any manner of trespass for such entry, abatement or removal. All costs and expenses incurred pursuant to this paragraph shall be an assessment and a lien against said Lot.

Section 4. Two Year Limitation. In the event that a violation or non compliance has existed for two years or more without any action on the part of the Association to enforce the Declaration, By Laws, Design Standards, or its rules, regulations or policies, the Association shall be deemed to have waived its right of enforcement in this instance, and no action shall be taken thereafter to do so. This Section shall not apply with respect to

any failure to pay Assessments, late fees, interest, fines or other charges owed to the Association.

Section 5. No Waiver. Failure on the part of the Association to enforce any provision or provisions of the Declaration, By Laws, Design Standards, its rules, regulations or policies in any one instance shall not be construed as establishing a precedent, or waiving the Association's right to enforce the same provision or provisions in any other instance.

No delay, failure or omission on the part of the Association in exercising any right, power or remedy shall be construed as a waiver or bar or otherwise affect its right to exercise or enforce any right, power or remedy provided for herein.

No right of action shall accrue, nor shall any action be brought or maintained by anyone whomsoever against the Association for or on account of any failure to take any action as a result of any violation of or non-compliance with any of the provisions of this Declaration, the By Laws, Design Standards, rules, regulations and or policies of the Association, or for adopting any provisions, rules, regulations or policies which may subsequently be held to be unenforceable.

Section 6. Recovery of Costs.

All cost incurred by the Association in the enforcement of the Declaration, By Laws, Design Standards, and its rules, regulations and/ or policies, including Court costs and reasonable attorney's fees actually incurred, shall be paid by the violating Owner, and shall be an assessment and a lien against the Lot.

ARTICLE XI  
LEASING

Section 1: Single Family Dwellings. All homes in the Oakleigh Subdivision are classified as single family dwellings, which may not be subdivided into, or otherwise treated as, multiple family dwellings. No portion of any home or Lot within the Oakleigh subdivision may be rented or leased for any purpose.

Section 2: Owner Occupancy Requirement.

The Owner of any Lot, who acquires title to said Lot after the recording date of this Amended and Restated Declaration, must reside on the Lot as a Resident Owner for at least two years before the Lot may be leased or rented, except in the event of an extreme hardship, as determined by the Board of Directors, and only with the prior written approval of the Board of Directors. All Owners of record as of the recording date of this Amended and Restated Declaration, and their heirs, shall be deemed to have satisfied the above residency requirement.

Section 3: General Right of Owners to Lease/Rent.

Except as otherwise provided in Section 2 of this Article, Owners may lease or rent the Lot subject to the following conditions:

A: The Board of Directors shall be informed by the Owner of his/her Intent to Lease or Rent their Lot at least fifteen (15) days prior to the execution of any Lease Agreement.

B: All Lease Agreements shall be in writing, and shall include the provisions contained in Section 5 of this Article. The Owner shall provide a copy of the signed Lease Agreement to the Board of Directors for its review before any Lessee takes possession of a Lot.

C: Month-By-Month Leasing is strictly prohibited. All Lease Agreements must be for a minimum term of at least six (6) months.

E: Sub-Leasing is strictly prohibited.

F: The Association shall have the right to limit the number of persons who may occupy a leased property.

#### Section 4: Rights and Obligations of Tenants.

A: Tenants and their family members shall comply with and abide by all rules, regulations and policies of the Association as set forth in this Declaration, the By-Laws, Design Standards, and all other rules, regulations and policies of the Association as they may hereafter be amended.

B: Tenants and their family members shall have all the rights and privileges accorded to members of the Association (except the right to vote or hold office in the Association as stipulated below), so long as all Assessments, late fees, interest, fines and other charges against the Lot are paid in full by the Owner.

C: Tenants shall not be eligible to vote at Association Meetings, or otherwise on Association matters, and shall not be eligible to hold office in the Association.

D: Tenants and their family members shall be subject to the same fines and penalties as members of the Association. Any fine assessed against a Tenant shall also be the personal obligation of the Owner of the Lot and a lien against the Lot.

#### Section 5: Terms and Conditions for Leasing/Renting.

Each Owner of a leased Lot, and each Tenant by occupying the Lot, hereby covenants and agrees that any Lease Agreement he/she may sign shall be deemed to contain the following provisions, whether or not they are expressly stated in the Lease Agreement. Said provisions shall be considered to be incorporated in the Lease Agreement by virtue of the requirements set forth in this Declaration.

A: Tenants and their family members shall be subject to all the provisions of this Declaration, the By-Laws, Design Standards, rules, regulations and policies of the Association as they may be amended from time to time.

B: Tenants and their family members shall maintain the Lot in accordance with the standards provided for in this Declaration, the Design Standards and all other rules, regulations and policies of the Association as they may be amended from time to time.

C. Tenants shall be liable for all fines and penalties which may be imposed on them or their family members by the Association for any violation of this Declaration, the Design Standards and all other rules, regulations or policies of the Association. Any fine assessed against a Tenant shall also be the personal obligation of the Owner and a lien against the Lot.

D. Failure on the part of any Tenant or his/her family members to comply with any of the provisions of this Declaration, the By-Laws, Design Standards, rules, regulations or policies of the Association as they may be amended from time to time shall constitute a default of the Lease Agreement which shall entitle the Owner to evict the Tenant.

Section 6. Obligations of Owners of Leased Properties.

A. Owners of leased properties shall be responsible for all Assessments, late fees, interest, and other charges against their Lots. If said charges are not paid in a timely manner, as set forth in this Declaration, the By Laws and other policies of the Association the right of an Owner to lease his/her property may be terminated by the Board of Directors.

B. Owners of leased properties hereby agree that they shall be ultimately responsible for all violations, and liable for all damages that may be caused, by their Tenants and/or their Tenants' family members and/or guests, and for all fines, assessments, charges or liens upon their Lot that may be incurred by their Tenants.

C. In the event that a Tenant fails to live up to his/her obligations to maintain the leased Lot in accordance with the standards set forth in this Declaration, the By-Laws, Design Standards and all other rules, regulations or policies of the Association, and/or repeatedly violates the rules, regulations and policies of the Association as defined in the above documents, the Owner of said Lot hereby agrees to promptly evict said Tenant upon the request of the Association.

D. Owners who violate any of the provisions of this Article shall be subject to fines and other penalties as provided for in this Declaration, the By Laws, rules, regulations and policies of the Association.

Section 7. Pre-Existing Leases. All leases existing on the recording date of this Amended and Restated Declaration shall remain in effect, provided, however, that Sections 3 and 5 of this Article shall apply to existing leases at such time as they may be modified, extended, or renewed. All leases signed after the recording date of this Amended and Restated Declaration shall be subject to this Article in its entirety.

The Owners of existing leased properties shall provide the Board of Directors with copies of their Lease Agreements for its review within fifteen (15) days of the filing of this Declaration with the Superior Court of Cobb County.

ARTICLE XII  
SECURITY

Each Owner for him or herself and for his or her family members, tenants, guests, and/or invitees acknowledges and agrees that the Association is not a provider of security, and does not have a duty to provide security on any property within the Oakleigh subdivision. It shall be the responsibility of each Owner to protect his or her person and property and that of his or her family members, tenants, guests and invitees. All responsibility to provide such security shall lie solely with each Owner. The Association shall not be held liable for any loss or damage by reason of its failure to provide adequate security or the ineffectiveness of any security measures within the subdivision.

ARTICLE XIII  
MAINTENANCE

Section 1. Responsibility of the Association. The Association shall maintain and keep in good repair all portions of the Common Areas and Facilities and the improvements thereto. The Association's responsibility with respect to the Common Areas and Facilities shall be deemed to include the maintenance, repair and replacement of: (i) all driveways, walks, parking areas, buildings and other facilities situated within or upon the Common Areas, including any and all improvements thereto; (ii) such utility lines, water and gas pipes, plumbing, electrical wires, conduits, irrigation, drainage, sewage and other systems which are a part of the Common Areas and Facilities; and (iii) all lawns, trees, shrubs, hedges, flower beds, and such other landscaping which is situated within or upon the Common Areas.

Section 2. Responsibility of Owners. It shall be the duty and responsibility of each Owner to maintain their Lot, including any structures and landscaping thereon, in accordance with the provisions of this Declaration, the Design Standards, rules, regulations and policies of the Association. Failure to maintain any lot in accordance with the standards required by this Declaration, the Design Standards, rules, regulations or policies of the Association shall result in such penalties as the Board may decide to apply in accordance with the provisions of Article IX of this Declaration.

ARTICLE XIV  
EASEMENTS

Section 1. Utility Easements. There is hereby created in favor of the Association an easement upon, across, over, through and under all Common Areas for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems, including, but not limited to water, sewers, gas, electricity, telephone, television cable/satellite and/or other communication lines and systems.

No sewers, electrical lines, water lines, gas lines or other utilities may be installed or relocated on the Property except as approved by the Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request an additional easement the Association shall have the right to grant or deny such easement

within the Common Areas. Any such additional easement granted by the Association shall be by a separate recordable deed.

Section 2. Easements for the Association. There is hereby created a further right and easement for the benefit of the Association, its officers, agents, employees to enter upon or to cross over the Common Areas and the Lots in order to inspect and to perform necessary maintenance and repairs in the Common Areas and Lots, and to perform such other duties and responsibilities as may be herein provided.

#### ARTICLE XV AMENDMENT

Section 1. This Declaration may be amended by the Association at any time and from time to time as provided for herein.

(a) This Declaration may be amended by an agreement approved by two thirds (2/3) of the Owners of all Lots subject to the Declaration.

(b) No such amendment shall be effective until said amendment has been filed for recording with the Office of the Superior Court of Cobb County, Georgia.

(c) Each purchaser of any real property subject to this Declaration, by acceptance of a deed or other conveyance for said property, thereby agrees that this Declaration may be amended as provided for in this Section.

(d) No amendment to the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot or the Common Areas affected thereby unless such holder shall consent in writing thereto.

#### ARTICLE XVI SEVERABILITY, CONFLICT, PARTITION AND DURATION

Section 1. Severability. If any provisions of this Declaration, or any amendment thereto, or any article, section, clause, paragraph, sentence, or word, or the application thereof in any circumstance, shall be held to be invalid by a competent authority, the remainder of this Declaration shall not be affected thereby and shall be construed as if the invalid provisions was never included therein.

If any provisions of this Declaration, or any amendment thereto, or any article, section, clause, paragraph, sentence, or word, or the application thereof in any circumstances, shall be held by a competent authority to be in violation of any applicable Federal, State or County statute, ordinance, rule or regulation, or of any judicial determination, said provisions shall be deemed to be null and void and shall be construed as if the invalid provisions were never included herein.

Section 2. Conflict. In the event that any provision(s) of the By Laws, Design Standards or of any other rule, regulation or policy of the Association shall be found to be in conflict with this Declaration, the Declaration shall control.

Section 3. No Partition. The Property, as described in the plat of the Oakleigh Subdivision, shall not be partitioned or subdivided, and no portion of the Property shall be removed from the provisions of this Declaration, unless such partition shall be approved by an agreement approved by two thirds (2/3) of the Owners of all Lots subject to this Declaration and shall be filed for recording with the Office of the Superior Court of Cobb County, Georgia.

Section 4. Duration. This Declaration shall run with and bind the Property and all Persons holding an interest in the Property for a period of twenty (20) years from the date of its recording in the records of the Superior Court of Cobb County, Georgia; and upon expiration of such initial twenty (20) year period shall be automatically renewed for successive periods of twenty (20) years unless terminated in accordance with the termination procedures set forth in O.C.G.A. Section 44-5-60 as now existing or as it may hereafter be amended.

Every purchaser or grantee of any interest (including, without limitation, a security interest) in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that the provisions of this Declaration may be extended and renewed as provided for in this Section.

ARTICLE XVII  
EFFECTIVE DATE

This Amended Declaration of Covenants and Restrictions, and any future amendments thereto, shall become effective upon being filed for recording with the Office of the Superior Court of Cobb County, Georgia.

**IN WITNESS WHEREOF**, the undersigned officers of Oakleigh Homeowners Association, Inc. hereby execute this Amendment on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

OAKLEIGH HOMEOWNERS  
ASSOCIATION, INC., a Georgia  
nonprofit corporation

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:

Attest: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

[Notary Seal]

**EXHIBIT "A"**  
**Submitted Property**

Unit I

All that tract or parcel of land lying and being in Land Lots 158, 159, 160, 211 and 212 and 213 of the 19<sup>th</sup> District, 2<sup>nd</sup> Section, of Cobb County, Georgia, being known as Oakleigh Subdivision, Unit I and being more particularly described and delineated on that certain Final Plat of Oakleigh Unit I, prepared by Gaskin Surveying Company, Georgia Registered Land Surveyors, dated July 5, 1993 and recorded in Plat Book 145, Page 7, Cobb County, Georgia records, as amended (the "Plat"), which Plat is incorporated herein by this reference.

Unit II

All that tract or parcel of land located in Land Lots 160 and 211 of the 19<sup>th</sup> District, 2<sup>nd</sup> Section, of Cobb County, Georgia being known as Oakleigh Subdivision, Unit II and being more particularly described and delineated on the certain Final Plat of Oakleigh Unit II, prepared by Gaskin Surveying Company, Georgia Registered Land Surveyors, dated December 23, 1993 and recorded on January 5, 1994 in Plat Book 148, page 24, Cobb County, Georgia records, as amended (the "Plat"), which Plat is incorporated herein by this reference.

Unit III

All that tract or parcel of land located in Land Lots 210, 211, 234 and 235 of the 19<sup>th</sup> District, 2<sup>nd</sup> Section, of Cobb County, Georgia being known as Oakleigh Subdivision, Unit III and being more particularly described and delineated on that certain Final Plat of Oakleigh Unit III prepared by Gaskin Surveying Company, Georgia Registered Land Surveyors, dated February 28, 1995 and recorded on March 16, 1995 in Plat Book 155, page 25, Cobb County, Georgia records, as amended (the "Plat"), which Plat is incorporated herein by this reference.

Unit IV

All that tract or parcel of land lying and being in Land Lots 159, 211 and 212 of the 19<sup>th</sup> District, 2<sup>nd</sup> Section of Cobb County, Georgia being known as Oakleigh Subdivision, Unit IV and being more particularly described and delineated on that certain Final Plat of Oakleigh Unit IV dated July 30, 1996 and recorded August 22, 1996 in Plat Book 163, page 33, Cobb County, Georgia records, as amended (the "Plat"), which Plat is incorporated herein by this reference.

Unit V

All that tract or parcel of land lying and being in Land Lots 211, 212, 233, 234 and 235 of the 19<sup>th</sup> District, 2<sup>nd</sup> Section of Cobb County, Georgia, being known as Oakleigh Subdivision, Unit V and being more particularly described and delineated on that certain entitled Oakleigh Unit V prepared by Gaskin Surveying Company, Georgia

Registered Land Surveyors, dated January 27, 1998, as revised February 11, 1998 and recorded on February 17, 1997 in Plat Book 172, Page 1, Cobb County, Georgia records, as amended (the "Plat"), which Plat is incorporated herein by this reference.

#### Unit VI

All that tract or parcel of land lying and being in Land Lot 158 of the 19<sup>th</sup> District, 2<sup>nd</sup> Section of Cobb County, Georgia, being known as Oakleigh Subdivision, Unit VI and being more particularly described and delineated on that certain Final Plat of Oakleigh Unit VI prepared by Gaskin Surveying Company, Georgia Registered Land Surveyors, dated June 22, 1999 and recorded on July 2, 1999 in Plat Book 181, page 69, Cobb County, Georgia records, as amended (the "Plat"), which Plat is incorporated herein by this reference.

#### Unit VII

All that tract or parcel of land lying and being in Land Lots 212, 233 and 234 of the 19<sup>th</sup> District, 2<sup>nd</sup> Section, of Cobb County, Georgia being 13.38 acres as per plat of survey for Oakleigh Inc., prepared by Gaskins Surveying Co., John C. Gaskins, Georgia Registered Land Surveyor No. 2060, dated December 11, 1998, and being more particularly described as follows:

BEGINNING at a point located on the northeasterly right of way of Lost Mountain Road (S.R. 176) (80 foot right of way), said point being located 465.77 feet southeasterly as measured along the northeasterly right of way of Lost Mountain Road from the intersection of the northeasterly right of way of Lost Mountain Road with Hopeton Drive; thence running south  $81^{\circ} 57' 41''$  east for a distance of 358.71 feet to a point; thence running South  $81^{\circ} 16' 48''$  east for a distance of 247.32 feet to a point and corner located at the centerline of a creek, said point being Point "A" of a tie line; thence running in a generally southeasterly direction along the centerline of said creek, and following the meandering thereof, for a distance of 1560 feet, more or less, to a point and corner, said point being Point "B" of a tie line (said tie line having a course of south  $20^{\circ} 23' 51''$  east for a distance of 1238.50 feet); thence running north  $88^{\circ} 46' 23''$  west for a distance of 455.33 feet to a point and corner located on the northeasterly right of way of Lost Mountain Road; thence running north  $24^{\circ} 56' 27''$  west as measured along the northeasterly right of way of Lost Mountain Road for a distance of 1366.15 feet to a point, said point being the POINT OF BEGINNING.

**EXHIBIT "B"**  
**Oakleigh Subdivision Plats**

Final Plat of Oakleigh Unit I, dated July 5, 1993, prepared by Gaskins Surveying Company, Georgia Registered Land Surveyors, recorded on July 9, 1993 in Plat Book 145, Page 7, Cobb County, Georgia records; as revised and rerecorded on November 19, 1993 in Plat Book 147, Page 58, aforesaid records; and as further revised and rerecorded on April 23, 1999 in Plat Book 180, Page 11, aforesaid records; and as otherwise revised or amended of record.

Final Plat of Oakleigh Unit II, dated December 23, 1993, prepared by Gaskins Surveying Company, Georgia Registered Land Surveyors, recorded on January 5, 1994 in Plat Book 148, Page 24, Cobb County, Georgia records; as revised and rerecorded on July 19, 1994 in Plat Book 151, Page 3, aforesaid records; as further revised and rerecorded on September 28, 1994 in Plat Book 152, Page 40, aforesaid records; as further revised and rerecorded on February 28, 1995 in Plat Book 155, Page 6, aforesaid records; as further revised and rerecorded on November 19, 1995 in Plat Book 159, Page 8, aforesaid records; and as otherwise revised or amended of record.

Final Plat of Oakleigh Unit III, dated February 28, 1995, prepared by Gaskins Surveying Company, Georgia Registered Land Surveyors, recorded on March 16, 1995 in Plat Book 155, Page 25, Cobb County, Georgia records; as revised and rerecorded on February 6, 1998 in Plat Book 171, Page 77, aforesaid records; and as otherwise revised or amended of record.

Final Plat of Oakleigh Unit IV, dated July 30, 1996, prepared by Gaskins Surveying Company, Georgia Registered Land Surveyors, recorded on August 22, 1996 in Plat Book 163, Page 33, Cobb County, Georgia records; as revised and rerecorded on December 11, 1996 in Plat Book 165, Page 49, aforesaid records; as further revised and rerecorded on November 26, 1997 in Plat Book 170, Page 75, aforesaid records; as further revised and rerecorded on October 27, 1998 in Plat Book 176, Page 73, aforesaid records; as further revised and rerecorded on June 3, 1999 in Plat Book 180, Page 86, aforesaid records; as further revised and rerecorded on April 17, 2000 in Plat Book 188, Page 30, aforesaid records; and as otherwise revised or amended of record.

Final Plat of Oakleigh Unit V, dated January 27, 1998, prepared by Gaskins Surveying Company, Georgia Registered Land Surveyors, recorded on February 6, 1998 in Plat Book 171, Page 69, Cobb County, Georgia records; as revised and rerecorded on February 17, 1998 in Plat Book 172, Page 01 aforesaid records; as further revised and rerecorded on June 17, 1999 in Plat Book 181, Page 29, aforesaid records; as further revised and rerecorded on December 6, 1997 in Plat Book 184, Page 99, aforesaid records; as further revised and rerecorded on February 15, 2000 in Plat Book 186, Page 77, aforesaid records; as further revised and rerecorded on March 26, 2003 in Plat Book 212, Page 54, aforesaid records; and as otherwise revised or amended of record.

Final Plat of Oakleigh Unit VI, dated June 22, 1999, prepared by Gaskins Surveying Company, Georgia Registered Land Surveyors, recorded on July 2, 1999 in

Plat Book 181, Page 69, Cobb County, Georgia records; as revised and rerecorded on November 9, 1999 in Plat Book 184, Page 62 aforesaid records; as further revised and rerecorded on April 26, 2000 in Plat Book 188, Page 57, aforesaid records; and as otherwise revised or amended of record.

Final Plat of Oakleigh Unit VII, prepared by Gaskins Surveying Company, Georgia Registered Land Surveyors, dated October 3, 2000 and recorded on October 23, 2000 in Plat Book 192, Page 51, Cobb County, Georgia records, as revised or amended of record.

**EXHIBIT C**  
**CERTIFICATION OF APPROVAL**

The undersigned officers of Oakleigh Homeowners Association, Inc. hereby swear under oath that the above Amendment was duly adopted by the agreement of at least seventy-five (75%) percent of the Owners of Lots in the Oakleigh Subdivision.

Sworn to and subscribed  
before me this \_\_\_ day of \_\_\_\_\_, 200

\_\_\_\_\_  
\_\_\_\_\_, President

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
\_\_\_\_\_, Secretary

My Commission Expires: \_\_\_\_\_

[Notary Seal]