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Return to: Weissman, Nowack, Curry & Wilco, P.C.  
3500 Lenox Road, 4<sup>th</sup> Floor  
Atlanta, Georgia 30326  
Attention: Julie Howard

**STATE OF GEORGIA**  
**COUNTY OF COBB**

Cross-Reference: Deed Book 13373  
Page 3118

**FIRST AMENDMENT TO THE DECLARATION  
OF PROTECTIVE COVENANTS AND  
PERMANENT MEMBERSHIP FOR ARBOR BRIDGE SUBDIVISION**

**WHEREAS**, certain lot owners in the Arbor Bridge Subdivision in Cobb County, Georgia, recorded the Declaration of Protective Covenants and Permanent Membership for Arbor Bridge ("Declaration") on June 5, 2001 in Deed Book 13373, Page 3118 in the Cobb County, Georgia land records; and

**WHEREAS**, Paragraph 14 of the Declaration provides that the Declaration may be amended with the affirmative vote, written consent, or any combination thereof, of the Permanent Members holding at least two-thirds (2/3) of the total eligible vote of the Arbor Bridge Homeowners Civic and Recreation Association, Inc. ("Association"); and

**WHEREAS**, Permanent Members holding at least two-thirds (2/3) of the total eligible vote of the Association desire to amend the Declaration and have approved this Amendment;

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

1.

**Paragraph 11 of the Declaration is hereby amended by adding thereto the following subsections (a) through (x):**

**(a) Residential Use**. Each Permanent Member Lot shall be used primarily for residential purposes. Business may be conducted inside the

dwelling on a Permanent Member lot, but no more than 25 percent of a dwelling may be used for the purpose of business. A Member or occupant residing in a dwelling on a Permanent Member Lot may conduct business activities within the dwelling so long as:

- i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the dwelling, which includes any equipment, signs, or products used in the business;
- ii) the business activity does not involve non-resident employees who may gather at the dwelling for work purposes;
- iii) no customers or clients visit the home for the purpose of the business, except for tutoring, musical lessons or childcare;
- iv) commercial deliveries to the Lot are in no greater volume than would normally be expected for a Lot without business activity;
- v) the business activity does not involve use of the Common Property, except for necessary access to and from the Lot by permitted business invitees;
- vi) the business activity is legal and conforms to all zoning requirements for the Arbor Bridge Subdivision, according to the Official Code of Cobb County;
- vii) the business activity does not increase any insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage; and
- viii) the business activity is consistent with the residential character of the Arbor Bridge Subdivision and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other Members or occupants as determined in the Board of Director's discretion.

The Association has no liability for any business activity in the Arbor Bridge Subdivision.

The Association also has no liability for any action or omission by it, its Directors, Officers, agents, representatives and/or vendors, that may adversely impact a Member's or occupant's business activity. Each Member and occupant hereby releases and holds harmless the Association, its Directors, Officers, agents, representatives and/or vendors, for any interruption or suspension of, or any damages to, any business activities conducted on a Permanent Member

Lot. Members and occupants shall obtain whatever supplemental insurance may be necessary to protect their business assets, business continuity and business interests on their Lots. The Association is not obligated to obtain any insurance coverage for any Member's or occupant's business activity.

The term "business," as used in this provision, shall include, without limitation, any occupation, work or activity that involves the provision of goods or services to persons other than the provider's family for a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore.

**(b) Occupancy.** The number of adult occupants per dwelling shall be as allowed by the Official Code of Cobb County. As of the Effective Date of this amendment, pursuant to the Official Code of Cobb County, each dwelling shall have at least 390 square feet of total building square footage (as determined and maintained in the records of the Cobb County Tax Assessor) per each adult occupant. For example, up to six adults, including two who are not related, may live in a home, if the home is big enough (at least 2340 square feet).

If a Member is a corporation, limited liability company, partnership, trust or other legal entity not being a natural person, the Member shall designate in writing to the Board the name(s) of the person(s) who will occupy the dwelling on his or her Lot.

**(c) Subdivision of Lots.** No Permanent Member Lot may be subdivided into a smaller Lot without the prior written approval of the Board of Directors.

**(d) Prohibition of Damage and Illegal Conduct.** Without prior written consent of the Board of Directors, nothing shall be done or kept in the Arbor Bridge Subdivision which would increase the Common Expenses, damage the Common Property, or be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body. Noxious, destructive, offensive, hazardous, or unsanitary activity shall not be carried on in the Arbor Bridge Subdivision, as such activity or conduct may be defined in the Association's rules and regulations.

**(e) Firearms.** The display or discharge of firearms in Arbor Bridge Subdivision is prohibited, except: (1) by law enforcement officers; and (2) to transport lawful firearms across the Common Property to or from a Permanent Member Lot. The term "firearms" includes, but is not limited to, any device which will or can be converted to expel a projectile by the action of an explosive or electrical charge or by the action of compressed air. Examples of "firearms" as described in this section include, but are not limited to, handguns, rifles, shotguns, stun guns, tasers, "B-B" guns, pellet guns and paintball guns. Additionally, cross-bows and arrows shall be considered a "firearm" pursuant to this Declaration.

(f) **Pets.** No Member or occupant may keep any animals other than a reasonable number of generally recognized household pets in the Arbor Bridge Subdivision, which number shall not exceed any limitations set forth in the Official Code of Cobb County. No Member or occupant may keep, breed or maintain any pet for any commercial purpose in the Arbor Bridge Subdivision.

Pets may not be left unattended outdoors unless inside a fenced yard or activated invisible fence as long as the Member's fence keeps the animal contained. Tethering as a means of primary enclosure is not permitted.

Animals must be kept on a leash and under the physical control of a responsible person at all times when outside unless contained by a fence or invisible fence. Feces left by pets on the Common Property or on any Lot must be removed promptly by the pet's owner or the person responsible for the pet.

No potbellied pigs are permitted in the Arbor Bridge Subdivision.

If the Board determines that a Member's or occupant's pet endangers any person or other pet or creates a nuisance or unreasonable disturbance in the Arbor Bridge Subdivision, the Board will report the pet and Member or occupant to Cobb County Animal Control. If the pet is deemed dangerous or vicious by Animal Control, the Board may require that the pet be permanently removed from the Arbor Bridge Subdivision. If a pet is cited three times or more for "nuisance", including excessive barking (dogs), spraying (cats), by Animal Control, the Board may require that the pet be permanently removed. Upon notification by the Board to remove an animal from the Subdivision, the pet's owner or responsible Member may request a hearing before the Board to review the decision. If the pet's owner fails to comply with the Board's decision to remove the pet, the Board may remove the pet and/or obtain a court order requiring the pet's owner or responsible Member. Notwithstanding the above, Cobb County authorities may be called to remove the pet if the pet presents an immediate danger to health or safety of Arbor Bridge residents or the property in the Arbor Bridge Subdivision.

Any Member or occupant who keeps or maintains any pet in the Arbor Bridge Subdivision agrees to indemnify and hereby holds harmless the Association, its Directors, Officers, and agents, from any loss, damage, claim or liability of any kind or character whatsoever related to such pet.

The Board may establish additional covenants and restrictions regarding pets in the Arbor Bridge Subdivision, which may include restrictions on the breeds, number and/or size of permitted pets if agreed upon through the Declaration's amendment process.

(g) **Parking.** The number of vehicles each Member and his or her occupants may park regularly on his or her Lot shall be no more than can fit in a Member's garage and driveway on the Lot. "Regularly" means the majority of nights in any seven day period. Vehicles must be parked within garages, driveways, or other paved parking areas on the Member's Lot. Vehicles may not be parked on any grass or landscaped areas on Lots.

Members shall also provide adequate off-street parking not only for automobiles but also other vehicles, including, without limitation, boats, jet-skis, small utility trailers, and campers; provided, however, campers which exceed 18 feet in length shall be prohibited from parking anywhere in the Arbor Bridge Subdivision. Automobiles and other vehicles, including, without limitation, boats, jet-skis, small utility trailers, and allowed campers not parked in the garage or driveway must be parked in the rear or side yard on a paved surface.

Disabled vehicles and vehicles with expired license tags, are prohibited from being parked in the Arbor Bridge Subdivision, except in garages. For purposes of this subparagraph, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable.

Vehicles may not be parked in designated No Parking areas, where they block access to private driveways or where they restrict the safe flow of traffic. Members and occupants are encouraged to avoid parking vehicles on the street as such vehicles impede traffic; create a safety hazard for other vehicles, especially in curves; endanger pedestrian traffic; and jeopardize children that are playing.

Boats over 18 feet, trailers, buses, taxis, hearses, limousines, recreational vehicles, motor homes, panel trucks, trucks with a cargo-load capacity of 5000 pounds or more, full-size vans (excluding vans used by handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Georgia Department of Motor Vehicles), vehicles containing visible evidence of commercial use (such as tool boxes, tool racks, ladders, ladder racks or tow winches), service vehicles, and vehicles with full wrap commercial writings on their exteriors (except for law enforcement vehicles marked as such) are also prohibited from being parked in the Arbor Bridge Subdivision, except: (1) in garages or as otherwise approved by the Board; or (2), in the case of service vehicles, on a temporary basis during daytime business hours or during emergencies for the purpose of serving a Lot. In addition, a business vehicle with a manufacturer's gross vehicle weight greater than 12,500 pounds shall not be parked on any Lot..

Boats over 18 feet in length that were stored in the Arbor Bridge Subdivision on or before the Effective Date of this Amendment may continue to park as previously allowed. Those affected Members must register their boat with the Board within 90 days of the Effective Date.

Trailers, recreational vehicles, and motor homes may be parked only temporarily for loading and unloading.

No unsightly or unkempt vehicles on any lot shall be permitted where such conditions shall tend to decrease the aesthetic standards of the Subdivision as a whole or the aesthetic standards of the specific area in which such Lot is located as per the Board's discretion.

If any vehicle is parked in the Arbor Bridge Subdivision in violation of this Paragraph or the Association's rules, the Board or agent of the Association may tow the vehicle after seven days written notice. Such notice shall: (1) be placed on the vehicle; (2) specify the nature of the violation; (3) warn of possible towing; and (4) state the name and telephone number of a person to contact regarding the violation. If seven days after such notice is placed on the vehicle the violation continues or thereafter occurs again within six months of such notice, the Board or agent of the Association may have the vehicle towed in accordance with the original notice and without further notice. If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Member's or occupant's Lot or dwelling, is obstructing the flow of traffic, or otherwise creates a hazardous condition, the Board or its agent will make an effort to contact the vehicle's owner and request that the vehicle be moved. If the owner cannot be found or ignores the request, then the Board will contact Cobb County Police and/or a towing agent to remove the vehicle..

The Association has no liability for any towing in accordance with this subparagraph. Each Member and occupant hereby releases and holds harmless the Association, its Directors, Officers, agents and representatives, for any claim or damage from any such towing. The Association's right to tow is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. Towing expenses and any related expenses shall be the responsibility of the vehicle's owner and responsible Member, who will be assessed the charges. Unpaid assessments, like all assessments may incur late fees, interest and an automatic lien against the responsible Member's Lot.

**(h) Signs.** Except as may be provided for herein or as may be required by legal proceedings or any governmental construction permitting process, no signs, advertising posters, political placards or billboards of any kind shall be erected, placed, or permitted to remain in the Arbor Bridge Subdivision without the prior written consent of the Board of Directors or Architectural Control Committee, other than: (1) two professional security signs; (2) one professionally lettered "For Sale" sign not to exceed 24" by 30" in size displayed on a Lot being offered for sale; and (3) three professionally lettered political candidate endorsement placards not to exceed 24" by 30" in size displayed on a Lot from 30 days before an election to five days after such election.

Temporary signs on Permanent Member Lots will be permitted for the purpose of announcing open houses, births, birthdays or similar events for seven days.

The Board shall have the right to erect signs on the Common Property for the purpose of notifying Arbor Bridge residents of special events or meetings.

**(i) Rubbish and Trash.** Members and occupants shall regularly remove all rubbish and trash from their Lot. No rubbish or trash shall be placed on the Common Property, except as provided herein. Rubbish and trash shall be disposed of in appropriate sealed bags and placed in proper receptacles for collection. Garbage cans shall only be placed at the curb the evening before the Member's assigned garbage collection day and must be removed from the curb by 11 p.m. on the day of collection.

(j) **Unsightly or Unkempt Conditions.** Each Member shall maintain and keep his or her Lot and dwelling in good repair, condition, and order. This maintenance obligation shall include, but not be limited to, roofs, gutters, downspouts, exterior building surfaces, foundations and foundation walls, windows, doors, trees, shrubs, grass, walks, walls, and other improvements on Member's Lot. Members shall promptly cut and remove any and all dead or permanently diseased trees, shrubs, bushes, or other vegetation from their Lots. In addition, each Member shall maintain any public right-of-way located between the Member's Lot and the curb of the street(s) bordering such Lot. Such maintenance shall be performed consistent with this Declaration and the Community- Wide Standard established pursuant hereto. Each Member shall perform his or her responsibility hereunder in such manner so as not to unreasonably disturb other Lot Members.

(k) **Drainage.** Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. Each Member and occupant shall ensure that any drainage grating and/or headwalls on the Member's Lot are clear of obstruction and debris. Furthermore, no Member or occupant may obstruct or re-channel the drainage flows across the Member's Lot except under the following conditions: (1) doing so will not negatively affect another Member's lot and (2) is agreeable with bordering neighbors.

(l) **Erosion Control; Contamination.** No Member or occupant shall engage in any activity which creates erosion or siltation problems or causes contamination of or damage to any stream, water course or any other Lot in the Arbor Bridge Subdivision. Each Member and occupant shall be liable for all damages and restoration costs resulting from such unauthorized activity.

(m) **Impairment of Easements.** No Member or occupant shall impair any easement existing in the Arbor Bridge Subdivision, or do any act or allow any condition to exist which will adversely affect the other Lots or their owners or occupants.

(n) **Sight Distance at Intersections.** All property located at street intersections shall be landscaped and kept so as to permit safe sight across the street corners. No vehicle, fence, wall, hedge, shrub, tree or other landscaping shall be placed or permitted to remain where it would create a traffic or sight problem.

(o) **Mailboxes.** Only one mailbox may be located on each Permanent Member Lot. Each Member shall replace or restore any destroyed or damaged mailbox on his or her Lot.

(p) **Yard Sales.** No flea market or similar activity shall be conducted in the Arbor Bridge Subdivision. However, Members and occupants may conduct yard, garage, or estate sales entirely on their Lot but not more than three times in any 12 month period, and not including Association sponsored sales which may be held from time to time by the Board of Directors.

(q) **Garages.** If garage space is available, Members and occupants should park their cars and other motor vehicles in the garage before parking in the driveway. Garage conversions are prohibited; provided, however, that all garage conversions in existence on the Effective Date, and made in compliance with all of the terms of the Original Declaration, shall not constitute a violation of this requirement.

(r) **Window Treatments.** No unsightly window treatments, such as bed sheets, towels, flags, or other non-standard window treatments, which are exposed to a street or another dwelling, shall be allowed on a permanent basis when visible from the street. For the purposes of this subparagraph (r), "permanent basis" shall mean more than thirty (30) days.

(s) **Antennas and Satellite Dishes.** Except as provided below or otherwise approved by the Board of Directors, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors in any portion of the Arbor Bridge Subdivision. Direct broadcast satellite ("DBS") antennas and multi-channel multi-point distribution services ("MMDS") one meter or less in diameter and television broadcast service antennas may be installed in accordance with rules and regulations of the Federal Communication Commission ("FCC") and the Association. Any such devices shall be installed in the least conspicuous location available on a Permanent Member Lot that permits reception of an acceptable quality signal.

(t) **Swimming Pools.** No above-ground swimming pool may be located on any Lot.

(u) **Storage Tanks.** No exposed above-ground tanks for the storage of fuel or any other substance shall be located on any Lot; except that rain barrels and propane tanks for BBQs shall be permitted.

(v) **Fences.** Members may construct fences along the side and rear lot lines of their Lot provided that:

- (i) Such fences shall not obstruct the horizontal lines at elevations between two and six feet above the street on any portion of any corner Lot within any triangular area formed by the street property lines and a line connecting them by 25 feet from the intersection of the street lines. In the case of any rounded corner, the 25 feet shall be measured from the point formed by the intersection of the street, if extended to form an angle instead of a curve. The same site line limitations shall be applied to that area of every Lot within the ten foot radius emanating from the intersection of any boundary line of any Lot with the edge of a driveway pavement.
- (ii) Such fences shall not exceed six feet in height.



- (iii) The plans and specifications for the erection of such fences have been submitted to and pre-approved by the Association's Board of Directors.

No chain link fences shall be allowed on any Member Lot, with the exception of those fences already in place on or before the Effective Date of this Amendment.

(w) **Clotheslines**. No outside clothesline shall be permitted on any Lot.

(x) **Window Air Conditioners**. No window air conditioners shall be permitted on any Lot except those already in place as of the Effective Date of this Amendment. It is recommended that when the time comes to replace those units, that they be replaced with portable indoor air conditioners.

## 2.

**Paragraph 15 of the Declaration is hereby amended by adding thereto the following subsections (a), (b) and (c):**

(a) **Member's Maintenance Responsibility**. Each Member shall maintain and keep his or her Lot and dwelling in good repair, condition and order. This maintenance obligation shall include, but not be limited to, roofs, gutters, downspouts, exterior building surfaces, foundations and foundation walls, windows, doors, trees, shrubs, grass, walks, walls and other improvements on the Member's Lot. In addition, each Member shall maintain any public right-of-way located between the Member's Lot and the curb of the street(s) bordering such Lot. Such maintenance shall be performed consistent with this Declaration and the Community-Wide Standard established pursuant hereto. Each Member shall perform his or her responsibility hereunder in such manner so as not to unreasonably disturb other Lot Members. Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Property by a Member which is the responsibility of the Association hereunder (including, but not limited to landscaping of Common Property) shall be performed at the sole expense of such Member, and the Member shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

(b) **Failure to Maintain**. If the Board of Directors determines that any Member has failed or refused to discharge properly his or her maintenance, repair or replacement obligations pursuant to this Paragraph, then the Association shall give the Member written notice of: (1) the Member's failure or refusal; (2) the maintenance, repair, or replacement deemed necessary by the Board; and (3) notification of the enforcement action the Board may take.

(c) **Maintenance Standards and Interpretation**. The phrase "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Arbor Bridge Subdivision. The Board of Directors may more specifically establish, interpret and enforce the maintenance standards for the Arbor Bridge Subdivision as may be necessary in the discretion of the Board.

These standards may vary over time, however, the variances shall not constitute a waiver by the Board of the right to establish and enforce maintenance standards under this Paragraph.

No Board decision or interpretation regarding maintenance standards shall constitute a binding precedent with respect to subsequent Board decisions or interpretations.

3.

**The Declaration is hereby amended by adding to the end thereto the following Paragraph 17:**

**(a) Review of Architectural Plans and Specifications by Board of Directors.** The Board of Directors is hereby granted the authority to approve or disapprove the building plans and specifications for any building or structure or for any exterior addition to, change in or alteration of any building or structure, erected or maintained upon any Lot subject to this Declaration.

Before any residence, garage, carport, playhouse, outbuilding, fence, wall, or any other structure shall be commenced, erected or maintained upon any Lot subject to this Declaration, complete and final building plans and specifications, sufficient to secure a building permit in Cobb County, Georgia, shall have been furnished to the Board of Directors, with one copy to be retained by Board for its records, and such plans and specifications shall include the following information:

- (1) Nature, shape and kind of structure;
- (2) Type of materials;
- (3) Finishes and colors of all exterior surfaces, including roof coverings;
- (4) Location on lot and floor plan;
- (5) Front, side and rear elevations;
- (6) Location of drives and parking areas, if applicable; and
- (7) Name of builder or contractor.

The purpose of this Section, in providing the Board of Directors with the authority to approve or disapprove plans and specifications constructed on the Lots, is to maintain the value of Lots in the Arbor Bridge Subdivision and to protect the Owners against a diminution of such value resulting from the construction of a residence or other structure incompatible with the property development of Arbor Bridge. The Board's refusal of approval of any such plans and specifications shall be in the sole discretion of Board and shall be based upon the following factors:

- (1) Harmony of exterior design with the existing or proposed structures erected on the lots of Arbor Bridge;
- (2) General quality in comparison with the existing standards of structures erected on the lots of Arbor Bridge;
- (3) Location in relation to the surrounding structures;
- (4) Location in relation to topography; and
- (5) Aesthetic considerations.

A Member can appeal the Board's decision with a petition signed by five neighbors who support the proposed plans. The Board must rule within 14 days of its receipt of any such valid petition.

The Board of Directors shall act with all reasonable promptness upon receipt of plans and specifications submitted in accordance with this section to approve or disapprove such plans and specifications. If the Board shall fail to approve or disapprove such plans and specifications within 25 days after written demand for the approval of such plans and specifications has been received by the Board, then the Board shall be deemed to have approved such plans and specifications, provided, however, that all other conditions and restrictions of this Section shall remain in full force and effect. The Board of Directors, its members, officers and the Association shall not be liable in damages to anyone submitting plans or specifications for approval under this section, or to any owner of property affected by this Declaration by reason of mistake in judgment, negligence, nonfeasance or any other reason arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans and specifications, and every Owner of any Lot, releases and agrees to hold harmless the Board of Directors, its members, officers and the Association from any such alleged damage.

4.

**The Declaration is hereby amended by adding to the end thereto the following Paragraph 18:**

**17. AUTHORITY AND ENFORCEMENT.**

**(a) Compliance with Association Legal Instruments.** All Members and their family members, occupants and guests shall comply with the Association Legal Instruments. The Association, and in an appropriate case, one or more aggrieved Members, may take action to enforce the terms of the Association Legal Instruments directly against all "Violators." "Violators" shall mean any Member, any Member's family member, occupant or his or her guest who fails to comply with the Association Legal Instruments. If a Member's family member, guest or occupant violates the Association Legal Instruments, the Association, in its sole discretion, is permitted to enforce the terms of the Association Legal Instruments against: (1) only the Member; (2) only the violating family member, guest or occupant; or (3) both the Member and the violating family member, guest or occupant. Notwithstanding anything herein to the contrary, the Member of the Lot is always ultimately responsible for his or her own actions and the actions of all family members, occupants and guests of such Lot.

Nothing herein shall be construed to affect the rights of an aggrieved Member or occupant to proceed independently for relief from interference with his or her personal or property rights against a Person violating the Association Legal Instruments. The Board of Directors may, in its discretion, require the aggrieved Member or occupant to independently pursue all available remedies under Georgia law against the Violator before the Association intervenes and commences enforcement action against such Violator.

**(b) Types of Enforcement Actions.** In the event of a violation of the Association Legal Instruments, the Association shall have the power to take any

or all of the following actions separately or simultaneously; provided, however, all suspensions and fines shall comply with the procedures described below and nothing herein shall authorize the Association or the Board to deny ingress and egress to or from a Lot:

- i) Suspend all Violators' rights to use the Common Property;
- ii) Suspend the voting rights of a violating Member;
- iii) Impose reasonable fines against all Violators, consistent with Georgia law, which shall constitute a specific assessment against and lien on the violating Member's Lot;
- iv) Use self-help to remedy the violation;
- v) Bring an action for permanent injunction, temporary injunction and/or specific performance to compel the Violator to cease and/or correct the violation; and;
- vi) Record in the Cobb County land records a notice of violation identifying any uncured violation of the Association Legal Instruments regarding the Lot.

**(c) Suspension and Fining Procedure.** Except as provided below, before imposing fines or suspending right to use the Common Property or the right to vote, the Association shall give a written violation notice to the Violator as provided below.

- i) **Violation Notice.** The written violation notice to the Violator shall:
  - 1. Identify the violation, suspension(s) and/or fine(s) being imposed; and
  - 2. Advise the Violator of the right to request a violation hearing before the Board of Directors to contest the violation or request reconsideration suspension(s) or the fine(s).

In the event that there is no response from the Violator within 14 days, a second written violation notice will be sent to the Violator with the same information as the first notice.

Notwithstanding the Violator's right to request a violation hearing, suspension(s) and/or fine(s) shall commence no later than 30 days after the second written violation notice, unless a later date is specified in such notice.

ii) **Violation Hearing.**

If, within 14 days after the second written notice described above, the Violator submits a written request for a violation hearing, then the Board of Directors shall schedule and hold, in executive session, a violation hearing. If a Violator fails to timely request a violation hearing, such Violator loses the right to contest the violation and to request reconsideration of the suspension(s) and/or the fine(s). If a Violator timely requests a violation hearing, the Violator shall have a reasonable opportunity to address the Board regarding the violation; provided, however, the Board may establish rules of conduct for the violation hearing, including but not limited to, limits on the number of participants who may be present at one time. The Violator has the right to use the violation hearing to present an appeal of the Board's decision by appearing at the hearing with a petition signed by five Members who are in agreement with Member/Violator and who, themselves, have no outstanding violations. This shall be the only right of appeal.

If a violation hearing is requested, the violation hearing will be held before pursuing any enforcement actions against the Violator.

The Board will make their ruling within 14 days after the violation hearing. The minutes of the violation hearing shall contain a written statement of the results of such hearing.

iii) **No Violation Notice and Hearing Required.** No violation notice or violation hearing shall be required to:

1. Impose late charges on delinquent assessments 30 days after assessment due date;
2. Suspend a Member's voting rights if the Member's Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, in which case suspension of the Member's right to vote shall be automatic and shall continue until the violation no longer exists or the Board of Directors otherwise reinstates such rights in writing;
3. Suspend a Member's right to use the Common Property if the Member's Lot is shown on the Association's books and

records to be more than 30 days past due in any assessment or charge, in which case suspension of the Member's right to use the Common Property shall be automatic;

4. Engage in self-help in an emergency;
5. Impose fines if the violation is not continuing but the same violation occurs again by the same Member, in which case fine(s) may be imposed on a per diem basis without any further notice to the Violator.

**(d) Self-Help.** In addition to all other enforcement rights granted herein, the Board of Directors may elect to enforce any provision of the Association Legal Instruments by self-help after following the Suspension and Fining Procedures described above.

By way of example and not limitation of the self-help remedy, the Association or its duly authorized agent shall have the authority to tow vehicles that are in violation of parking regulations and enter a Lot or any portion of the Common Property to abate or remove any structure, thing or condition that violates the Association Legal Instruments. Unless an emergency exists, before exercising self-help, the Association shall give the Violator written notice pursuant to the Suspension and Fining Procedures. Such notice shall request that the Violator remove and abate the violation and restore the Lot to substantially the same condition that existed prior to the structure, thing or condition being placed on the Lot and causing the violation. Such removal, abatement and restoration shall be accomplished at the Violator's sole cost and expense. If the same violation occurs again on the same Lot, the Association may exercise self-help without any further notice to the Violator.

**(e) Injunctions and Other Suits at Law or in Equity.** All Members agree and acknowledge that there may not be adequate remedies at law to enforce the Association Legal Instruments. Therefore, in addition to all other enforcement rights granted herein, the Association is hereby entitled to bring an action for permanent injunction, temporary injunction and/or specific performance to compel a Violator to cease and desist and/or correct any violation.

**(f) Costs and Attorney's Fees for Enforcement Actions.** In any action taken by the Association to enforce the Association Legal Instruments, the Association shall be entitled to recover from the Violator, any and all costs incurred by the Association, including but not limited to attorneys' fees actually incurred, all of which shall constitute a lien against the violating Member's Lot.

**(g) Failure to Enforce.** The Board of Directors has the sole discretion to decide which, if any, enforcement action to pursue against each Violator. The failure of the Board to enforce any provision of the Association Legal Instruments shall not be deemed a waiver of the right of the Board to do so thereafter. No

right of action shall exist against the Association for failure to enforce if the Board of Directors determines that:

- i) the Association's position is not strong enough to justify taking enforcement action;
- ii) a particular violation is not of such a material nature as to be objectionable to a reasonable person;
- iii) a particular violation is not of such a material nature to justify the expense and resources to pursue or continue to pursue enforcement action;
- iv) the aggrieved Member or occupant asserting a failure of enforcement has not independently pursued all available individual remedies under Georgia law; or
- v) the Association enforces only against a Member for the violation of the Member's family member, guest or occupant or the Association does not enforce against the Member and enforces only against the violating family member, guest or occupant.

**(h) Outsourcing Enforcement of the Covenants.** The Board of Directors will not utilize an outside community manager or other agent to monitor and/or enforce the covenants and restrictions of this Declaration without first obtaining the affirmative vote of two-thirds of the Members at a duly called Association meeting with a quorum present; except that this requirement shall not apply to, prohibit or prevent the Association from hiring legal counsel to represent the Association in any way regarding any violations or enforcement of the covenants.

**IN WITNESS WHEREOF**, the undersigned officers of the Arbor Bridge Homeowners Civic and Recreation Association, Inc., hereby certify that this Amendment to the Declaration of Protective Covenants and Permanent Membership for Arbor Bridge Subdivision was duly adopted by the required majority of the Association membership, with all required notices properly given.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**SWORN TO AND SUBSCRIBED  
BEFORE ME** this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

**ARBOR BRIDGE HOMEOWNERS CIVIC  
AND RECREATION ASSOCIATION, INC.**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ [Seal]  
President

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

Attest: \_\_\_\_\_  
Secretary

[NOTARY SEAL]

[CORPORATE SEAL]

806097-1 (7920-002) (10/28/09)