

**Chattahoochee Homeowners Association, Inc.**  
**Voting Ballot for Amendments**  
**June 29, 2008**

HOMEOWNER INFORMATION	
<b>Name of Homeowner or Proxy Voter (Print):</b> _____	
<b>Homeowner or Proxy Voter Address:</b> _____	
<b>City:</b> _____	<b>State:</b> _____
If the home you represent is a different address from above, please print the Chattahoochee Landing Address you are voting for: Address: _____	
<b>Signature of Homeowner or Proxy Voter:</b> _____	<b>Date:</b> _____

AMENDMENT # 1	
<b>ARTICLE II, SECTION 2.03 RIGHTS OF THE ASSOCIATION:</b>	
is amended to add the following new subsection (i): (i) The Association may use Association funds for the purpose of maintaining the city-owned median at the entrance to the subdivision.	
<b>Vote - Circle One:</b> <b>Yes</b> <b>No</b>	

AMENDMENT # 2	
<b>ARTICLE VI, SECTION 6.02 GENERAL COVENANTS AND RESTRICTIONS:</b>	
is hereby deleted in its entirety and replaced with the following:	
<p>6.02 Residential Use: Each Lot shall be used for single-family residential purposes only, and no trade or business of any kind may be conducted in or from a Lot or any part of the Property, including business uses ancillary to a primary residential use, except that the Owner or Occupant residing in a dwelling on a Lot may conduct ancillary business activities within that dwelling so long as: (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the dwelling; (2) the business activity does not involve visitation to the Lot by employees, clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents within the Property; provided, however, this provision shall not preclude delivery of materials or items by United States Postal delivery or by other customary parcel delivery services such as United Parcel Services (UPS), Federal Express, and the like; (3) the business activity conforms to all zoning requirements for the Property; (4) the business activity does not increase traffic in the Property; (5) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; and (6) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the Board's sole discretion. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the use of a Lot by an on-site management company operating on behalf of the Association shall not be considered a trade or business within the meaning of this Article. If a business license is required for a business use being conducted from the Lot of any Lot Owner, then a copy of</p>	
<b><i>Article II, Section 2.03 Rights of the Association continued on next page:</i></b>	

**Article II, Section 2.03 Rights of the Association continued from page 1:**

that business license shall be provided to the Board, each and every year in which that license is applied for or renewed.

**Vote - Circle One:**      **Yes**                      **No**

**AMENDMENT # 3**

**ARTICLE IX, SECTION 9.02 UNDER DURATION AND AMENDMENT:**

is hereby amended to change the voting percentage from seventy-five percent (75%) percent to two-thirds percent (2/3rds %) to read as follows:

Article IX, Section 9.02 Amendment. These Covenants may be amended unilaterally at any time and from time to time by Declarant (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith, (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to these Covenants, (iii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association on the Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to these Covenants, or (iv) if such amendment is necessary to enable any governmental agency, such as the Veterans Administration, or reputable private mortgage insurance company to insure mortgage loans on the Lots subject to these Covenants: provided any such amendment shall not adversely affect the title to any Owners Lot, unless any such Owner so affected thereby shall consent thereto in writing. These Covenants may be amended at any time, and from time to time, by agreement of at least two-thirds (2/3rds) of the Owners: provided, however, such amendment by the Owners shall not be effective unless also signed by the Declarant, if the Declarant is the owner of any real property subject to these Covenants: and provided further, however, no amendment affecting the Declarant's right to add additional property shall be effective unless also signed by Declarant. No amendment to the provisions of these Covenants 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 affected thereby unless such holder shall consent in writing thereto. Agreement of the required majority of Owners to any amendment of the Declaration shall be evidenced by their execution of the amendment, or, in the alternative, the sworn statement of the President, any Vice President or Secretary of the Association, attached to or incorporated in an amendment executed by the Association, in which sworn statement it is stated unequivocally that agreement of the required majority of Owners was otherwise lawfully obtained, and that all required notices were given. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia. The written consent thereto of any mortgage holder affected thereby shall also be filed with such amendment. The approval of any amendments by a mortgagee shall be deemed implied and consented to if the mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after the mortgagee receives notice of the proposed amendment sent by certified or registered mail, return receipt requested. Every purchaser or grantee of any interest in any real property now or hereafter subject to these Covenants, by acceptance of a deed or other conveyance therefor, thereby agrees that these Covenants may be amended as provided in this Section.

**Vote - Circle One:**      **Yes**                      **No**

**AMENDMENT # 4**

**ARTICLE X, SECTION 10.02(C) UNDER RIGHTS OF FIRST MORTGAGEES:**

is hereby added to read as follows:

10.02(c) Financial Review. A review of the accounts of the Association shall be made annually in the manner as the Board of Directors may decide; provided, however, after having received the Board's reviewed financial

statement at the annual meeting, by a Majority vote of the Association vote present, or represented by proxy, the Owners may require that the accounts be audited as a common expense by a public accountant. Upon written request of any institutional holder of a first Mortgage and upon payment of all necessary costs, such holder shall be entitled to receive a copy of an audited financial statement within ninety (90) days of the date of the request.

**Vote - Circle One:**      **Yes**                      **No**

**AMENDMENT # 5 (BY-LAWS)**

**ARTICLE IV, SECTION 4.13 DUTIES:**

is amended by addition of a new subsection (g) as follows:

(g) Transfer of Association Documents and Materials. Following each annual election of Directors, the departing Directors are to transfer to the incoming Directors, within seven (7) days of said election, all Association documents and records including, but not limited to, bank accounts, check books, statements and related user identifications and passwords, billing statements, meeting minutes, access to any computer records or Association web sites, the corporate seal, and all other records of property of the Association.

**Vote - Circle One:**      **Yes**                      **No**

**AMENDMENT # 6 (BY-LAWS)**

**ARTICLE V, SECTION 5.8(D) TREASURER, UNDER DUTIES OF OFFICERS:**

is hereby deleted in its entirety and a new subsection (d) is inserted as follows:

(d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members; shall issue HOA Dues Status Letters as requested for homes being sold in the subdivision and shall impose a \$25 fee for the processing of such letter that upon receipt shall be deposited into the Chattahoochee Homeowners Association bank account; bring to the attention of the board any financial matters that need to be discussed and shall perform such other duties as required by the Board.

**Vote - Circle One:**      **Yes**                      **No**

**AMENDMENT # 7 (BY-LAWS)**

**ARTICLE VIII, SECTION 7.3.1**

is to be inserted between Sections 7.3 and 7.4 to read as follows:

7.3.1 Fiscal Oversight. The internal procedure for paying Association bills shall require the signatures of a minimum of two board members on every check. The use of an Association debit or credit card to be used by a Director for the purpose of paying bills or purchasing Association supplies or services, shall, except in the case of an emergency, require advance approval from at least one or more other directors.

**Vote - Circle One:**      **Yes**                      **No**